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Contents.

1. Return showing total area of "grass lands" and "tillage lands" in Ireland for 1850, 1855, 1860, 1865, 1870, 1875, 1880.
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3. Tables of proceedings under the Landlord and Tenant Act, up to 1880.
- 4, 5. Report into the working of the Landlord and Tenant Act. 1881.



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IRELAND (GRASS LANDS, &c.)

R E T U R N

(Pursuant to an Order of the HOUSE OF LORDS, dated 24th January 1881,)

SHOWING

The TOTAL AREA of "GRASS LANDS," including MEADOWS and PASTURES, and the TOTAL AREA of "TILLAGE LANDS," including all kinds of CROPS and FALLOWS, in IRELAND, for the Years 1850, 1855, 1860, 1865, 1870, 1875, and 1880.

	Years.		Grass Lands (including Meadow and Pastures).	Tillage Lands (including all Crops and Fallows).
			Statute Acres.	Statute Acres.
1850	-	-	*	† 4,558,168
1855	-	-	10,872,968	4,436,035
1860	-	-	11,078,152	4,411,454
1865	-	-	11,501,905	3,998,968
1870	-	-	11,740,706	3,885,945
1875	-	-	12,354,005	3,399,001
1880	-	-	12,168,933	3,186,665

* Extent of Land under Grass not published in the Agricultural Report for 1850.

† Exclusive of Fallow not published in the Agricultural Report for 1850.

General Register Office,
Charlemont House, Dublin,
31st January 1881.

T. W. GRIMSHAW,
Registrar-General.

IRELAND (GRASS LANDS, &c.)

R E T U R N

(Pursuant to an Order of the House of Lords,
dated 24th January 1881.)

SHOWING

The TOTAL AREA of "GRASS LANDS," including MEADOWS and PASTURES, and the TOTAL AREA of "TILLAGE LANDS," including all kinds of CROPS and FALLOWES, in IRELAND, for the Years 1850, 1855, 1860, 1865, 1870, 1875, and 1880.

(*The Lord Cloncurry.*)



A. 36408

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~~GBCF~~

~~881.10~~

Ordered to be printed 3rd February 1881.

(23.)

Under 1 oz.

RETURN

To an ORDER of the HOUSE OF LORDS, dated 12th May 1881,

FOR

PRINT of the IRISH LAND BILL, 1870, as read a first time in the HOUSE of LORDS, showing by difference of Print or Ink, or by both Methods, the AMENDMENTS made in the BILL as returned to the COMMONS, and what afterwards became of such AMENDMENTS, *i.e.*, whether AGREED TO or DISAGREED TO or further AMENDED.

[NOTE.—The Lords' Amendments are shown in red ink, those in ordinary type being the Amendments made during the passage of the Bill through the House, those in italic being made on consideration of the Amendments made by the Commons to the Lords' Amendments.

The Amendments made by the Commons on consideration of the Lords' Amendments are shown in black ink and italic type.

The words struck through in red ink were omitted by the Lords; the words in red struck through in black were inserted by the Lords and omitted by the Commons.

Where either House disagreed to an Amendment, the words "Disagreed to" are printed in thick type, and in the distinguishing colour—black for the Commons and red for the Lords.

Further explanations are given when necessary in foot notes.]

A

B I L L

INTITULED

An Act to amend the Law relating to the Occupation and Ownership of Land in Ireland.

WHEREAS it is expedient to amend the law relating to the occupation and ownership of land in Ireland :

Be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :—

PART I.

LAW OF COMPENSATION TO TENANTS.

Claim to Compensation.

1. The usages prevalent in the province of Ulster, which are known as, and in this Act intended to be included under, the denomination of the Ulster tenant-right custom, are hereby declared to be legal, and shall in the case of any holding in the province

Legality of
Ulster
tenant-right
custom.

of Ulster proved to be subject thereto, be enforced in manner provided by this Act.

Where the landlord has purchased **or acquired** or shall hereafter purchase **or acquire** from the tenant the Ulster tenant-right custom to which his holding is subject, such holding shall thenceforth cease to be subject to the Ulster tenant-right custom.

A tenant of a holding subject to the Ulster tenant-right custom, and who claims the benefit of such custom, shall not be entitled to compensation under any other section of this Act; but a tenant of a holding **subject to such custom but not claiming under the Ulster tenant-right custom** ~~same~~ shall not be barred from making a claim for compensation, with the consent of the Court, under any of the other sections of this Act **except the section seven relating to compensation in respect of payment to incoming tenant**; and where such last-mentioned claim has been made and allowed such holding shall not be again subject to the Ulster tenant-right custom.

Legality of
tenant
custom other
than Ulster
custom.

2. If, in the case of any holding not situate within the province of Ulster, it shall appear that an usage prevails which in all essential particulars corresponds with the Ulster tenant-right custom, it shall in like manner, and subject to the like conditions, be deemed legal, and shall be enforced in manner provided by this Act.

Where the landlord has purchased **or acquired** or shall hereafter purchase **or acquire** from the tenant the benefit of such usage as aforesaid to which his holding is subject, such holding shall thenceforth cease to be subject to such usage.

A tenant of any holding subject to such usage as aforesaid, and who claims the benefit of the same, shall not be entitled to claim compensation under any other section of this Act, but a tenant of a holding not claiming the benefit of such usage shall not be barred from making a claim for compensation with the consent of the Court under any of the other sections of this Act, and where such last-mentioned claim has been made and allowed, such holding shall not be again subject to such usage as aforesaid.

Compensation in
absence
of custom.

3. Where the tenant of any holding held by him under a tenancy created after the passing of this Act is not entitled to compensation under sections one and two of this Act, or either of such sections, or if entitled does not seek compensation under said sections or either of them, and is disturbed in his holding by the act of the landlord, he shall be entitled to such compensation for the loss which the Court shall find to ~~have been~~ be sustained by him ~~in~~ by reason of quitting his holding, to be paid by the landlord, as the Court may think just, so that the sum awarded does not exceed the scale following; that is to say,

In the case of holdings valued under the Acts relating to the valuation of rateable property in Ireland at an annual value of—

Disagreed to.

(1.) ~~£10~~ £4 and under a sum which shall in no case exceed seven years rent;

- (2.) Above £4 and not exceeding £10, a sum which shall Disagreed to.
in no case exceed six years rent ;
- (2.) Above £10 and not exceeding ~~£30~~ £ 20, a sum which Disagreed to.
shall in no case exceed five years rent ;
- (3.) Above ~~£20~~ £ 20, and not exceeding £40, a sum which Disagreed to.
shall in no case exceed four years rent ;
- (4.) Above £40 and not exceeding £50, a sum which shall
in no case exceed three years rent ;
- (5.) Above £50 and not exceeding £100, a sum which shall
in no case exceed two years rent ;
- (6.) Above £100 a sum which shall in no case exceed one
year's rent ;

But in no case shall the compensation exceed the sum of £250.

~~Any tenant in a higher class of the scale may, at his option, claim to be compensated on so much only of his rent as will bring him into a lower class.~~

Any tenant in a higher class of the scale may, at his option, claim compensation under a lower class, provided such compensation shall not exceed the sum to which he would be entitled under such lower class, on the assumption that the annual value of his holding is reduced to the sum (or where two sums are mentioned the highest sum) stated in such lower class, and that his rent is proportionally reduced.

If it shall appear to the Court that during the tenancy in respect of which compensation is claimed under this section the landlord or his predecessor in title has within the twenty years preceding expended money in improvements on the holding, and the rent has been increased in consequence of such expenditure, then the rent by reference to which compensation shall be assessed under this section shall be the actual rent after deducting the annual sum by which the same has been increased in consequence of such expenditure, but so that the annual sum thus deducted shall not exceed interest after the rate of 5*l.* per cent. per annum on the sum expended ; and whenever there shall appear to have been an increase of rent since the expenditure in improvements by the landlord or his predecessor in title, it shall be presumed, in the absence of evidence to the contrary, that the increase was in consequence of the expenditure.

Disagreed to.

Provided, that no tenant of a holding valued at a yearly sum exceeding ~~£10~~ £4, and claiming under this section more than Disagreed to.
four years rent, and no tenant of a holding valued at a yearly sum not exceeding ~~£10~~ £4, and claiming as aforesaid more than five Disagreed to.
years rent, shall be entitled to make a separate or additional claim for improvements other than permanent buildings and reclamation of waste land.

Provided that,—

- (1.) Out of any moneys payable to the tenant under this section all sums due to the landlord from the tenant or his predecessors in title in respect of rent, *not exceeding three* Disagreed to.
years rent, or in respect of any deterioration of a holding

arising from non-observance on the part of the tenant of any express or implied covenant or agreement may be deducted by the landlord, and also any taxes payable by the tenant due in respect of the holding, and not recoverable by him from the landlord :

- (2.) A tenant of a holding who at any time after the passing of this Act subdivides such holding or sub-lets the same or any part thereof without the consent of the landlord in writing, or *after he has been prohibited in writing by the landlord or his agent from so doing* lets the same or any part thereof in conacre, *save for the purpose of being solely used and which shall be solely used for the growing of potatoes or other green crops, the land being properly manured*, ~~after he has been prohibited in writing by the landlord or his agent from so doing~~, shall not, nor shall any sub-tenant of or under any such tenant as last aforesaid be entitled to any compensation under this section, ~~with this qualification, that in the case of holdings of twenty-five acres and upwards of tillage land, the letting by a tenant of a portion of land to agricultural labourers bonâ fide required for the cultivation of the holding for cottages or gardens, not exceeding half an acre in each case, and not being in number such as to raise the total of such cottages on the holding to more than one for every twenty-five acres of tillage land, shall not be deemed to be a subdivision or sub letting of land for the purposes of this section :~~

~~Provided that no tenant of any holding shall erect any labourer's cottage on his holding without first applying to the landlord or his known agent for liberty so to do; and in case the landlord shall within twelve months from such application erect the cottage at his own expense, the tenant shall not be at liberty to erect a cottage on the said holding :-~~

- (3.) A tenant of a holding under a lease made after the passing of this Act, and granted for a term certain of not less than ~~thirty one~~ twenty-one years, shall not be entitled to any compensation under this section, but he may claim compensation under section four of this Act.

Disagreed to.

The tenant of any holding valued under the Acts relating to the valuation of rateable property in Ireland at an annual value of not more than one hundred pounds and held by him under a tenancy from year to year existing at the time of the passing of this Act shall, if disturbed by the Act of his immediate landlord, be entitled to compensation under and subject to the provisions of this section.

Any contract made by a tenant by virtue of which he is deprived of his right to make any claim which he would otherwise be entitled to make under this section, shall, so far as relates to such claim, be void both at law and in equity ; this provision shall be subject

to the enactment contained in the ~~twelfth~~ section of this Act relating to the partial exemption of certain tenancies ~~of this Act~~ and remain in force for twenty years from the first day of January one thousand eight hundred and seventy-one, and ~~thereafter until~~ no longer unless Parliament shall otherwise determine.

4. Any tenant of a holding who is not entitled to compensation under sections one and two of this Act, or either of such sections, or if entitled does not make any claim under the said sections, or either of them, may on quitting his holding, and subject to the provisions of section three of this Act, claim compensation to be paid by the landlord under this section in respect of all improvements on his holding made by him or his predecessors in title.

Compensation in respect of improvements.

Provided that,—

(1.) A tenant shall not be entitled to any compensation in respect of any of the improvements following, that is to say,—

Exception of certain improvements.

(a.) In respect of any improvement made before the passing of this Act and twenty years before the ~~passing of this Act~~ claim of such compensation shall have been made except permanent buildings and reclamation of waste land ; or,

(b.) In respect of any improvement prohibited in writing by the landlord as being and appearing to the Court to be calculated to diminish the general value of the landlord's estate and made within two years after the passing of this Act, or made during the unexpired residue of a lease granted before the passing of this Act ; or,

(c.) In respect of any improvement made either before or after the passing of this Act in pursuance of a contract entered into for valuable consideration therefor ; or,

(d.) (Subject to the rule in this section mentioned as to contracts) in respect of any improvement made, either before or after the passing of this Act, in contravention of a contract in writing not to make such improvement ; or,

(e.) In respect of any improvement made either before or after the passing of this Act, which the landlord has undertaken to make, except in cases where the landlord has failed to perform his undertaking within a reasonable time.

(2.) A tenant of a holding under a lease or written contract made before the passing of this Act shall not be entitled on being disturbed by the act of the landlord in or on quitting his holding to any compensation in respect of any improvement, his ~~title to which is~~ right to which compensation is expressly excluded by such lease or contract :

Exception of certain tenancies.

(3.) A tenant of a holding under a lease made either before or after the passing of this Act, for a term certain of not less than thirty-one years, or in case of leases made before the passing of this Act for a term of a life or lives with or without a concurrent term of years, and which leases shall have existed for thirty-one years before the making of the claim, shall not be entitled to any compensation in respect of any improvement unless it is specially provided in the lease that he is entitled to such compensation, except permanent buildings and reclamation of waste land; and tillages or manures, the benefit of which tillages or manures is unexhausted at the time of the tenant quitting his holding :

(4.) A tenant of a holding, who is quitting the same voluntarily, shall not be entitled to any compensation in respect of any improvement when it appears to the Court that such tenant has been given permission by his landlord to dispose of his interest in his improvements to an incoming tenant upon such terms as the Court may deem reasonable, and the tenant has refused or neglected to avail himself of such permission :

(5.) Out of any moneys payable to the tenant under this section all sums due to the landlord from the tenant or his predecessors in title in respect of rent, *not exceeding three years rent*, or in respect of any deterioration of the holding arising from non-observance on the part of the tenant of any express or implied covenant or agreement may be deducted by the landlord, and also any taxes payable by the tenant due in respect of the holding and not recoverable by him from the landlord.

Disagreed to.

Any contract between a landlord and a tenant whereby the tenant is prohibited from making such improvements as may be required for the suitable occupation of his holding and its ~~cultivation in a due course of husbandry~~ due cultivation, shall be void both at law and in equity, but no improvement shall be deemed to be required for the suitable occupation of a tenant's holding and its ~~cultivation in a due course of husbandry~~ due cultivation, which appears to the Court to diminish the general value of the estate of the landlord; nor shall anything in this Act contained authorise or empower any tenant or occupier, without the previous consent in writing of the landlord, to break up or till any land or lands usually let, occupied, or used as grazing or grass lands, or let expressly as grazing or meadow land, or to cut timber without the consent of the landlord; provided that the tenant may cut timber planted and registered by him or his predecessors in title.

Any contract made by a tenant by virtue of which he is deprived of his right to make any claim which he would otherwise be entitled to make under this section shall, so far as relates to such claim, be void both at law and in equity, subject, however, to the enactment contained in the ~~twelfth~~ section of this Act *relating to the partial*

exemption of certain tenancies, and to the provision in this section as to any improvement made in pursuance of a contract entered into for valuable consideration therefor.

Where a tenant has made any improvements before the passing of this Act on a holding held by him under a tenancy existing at the time of the passing thereof, the Court in awarding compensation to such tenant in respect of such improvements shall, in reduction of the claim of the tenant, take into consideration the time during which such tenant may have enjoyed the advantage of such improvements, also the rent at which such holding has been held and any benefits which such tenant may have received from his landlord in consideration, expressly or impliedly, of the improvements so made.

5. For the purposes of compensation under this Act in respect of improvements on a holding which is not proved to be subject either to the Ulster tenant-right custom or to such usage as aforesaid, or where the tenant does not seek compensation in respect of such custom or usage, all improvements on such holding shall, until the contrary is proved, be deemed to have been made by the tenant or his predecessors in title, except in the following cases where compensation is claimed in respect of improvements made before the passing of this Act,—

Presumption
in respect of
improve-
ments.

- (1.) Where such improvements have been made previous to the time at which the holding in reference to which the claim is made was conveyed on actual sale to the landlord or those through whom he derives title :
- (2.) Where the tenant making the claim was tenant under a lease of the holding in reference to which the claim is made :
- (3.) Where such improvements were made twenty years or upwards before the passing of this Act :
- (4.) Where the holding upon which such improvements were made is valued under the Acts relating to the valuation of rateable property in Ireland at an annual value of more than one hundred pounds.
- (5.) Where the Court shall be of opinion that in consequence of its being proved to have been the practice on the holding, or the estate of which such holding forms part, for the landlord to make such improvements, such presumption ought not to be made :
- (6.) Where from the entire circumstances of the case the Court is reasonably satisfied that such improvements were not made by the tenant or his predecessors in title :

Provided always, that where it is proved to have been the practice on the holding, or the estate of which such holding forms part, for the landlord to assist in making such improvements, such presumption shall be modified accordingly.

Commons
Amendments
Disagreed to. (Any landlord ~~or~~ and tenant who may be desirous of preserving evidence of any improvements made by himself ~~or by his~~ themselves or either of them or by their or either of their predecessors in title

CLAUSE A.
Permissive
registration
of improve-
ments.

before or after the passing of this Act, may *jointly* at any time (~~subject to the provisions herein after contained~~) file a schedule in the Landed Estates Court, specifying such improvements, and claiming the same ~~as made by himself or his predecessors in title accordingly~~; and such schedule so filed shall be ~~prima facie~~ evidence that such improvements were made as therein mentioned: ~~and~~ always, that notice in writing of the intention to file such schedule, together with a copy thereof, shall be given by ~~the tenant~~ being of the holding on which such improvements were made (or by the tenant's agent, as the case may be) in the prescribed time before the Landed Estates Court, to file the same, ~~and~~ the person so notified shall be at liberty within the time prescribed to apply to the Civil Bill Court to determine the matter in dispute, and in each case he shall be at liberty to file his application in any form by the Bill Court, provided also, that before any such schedule is filed in the Landed Estates Court, by statutory declaration or otherwise, ~~the tenant~~ hereby ~~declared~~ that he has not been ~~informed~~ by the party ~~concerned~~ of the notice to the Civil Bill Court, or (if any such application has been made) that leave has been given by the Civil Bill Court to file such schedule.*

Commons Amendments Disagreed to.

Compensation in respect of payment to incoming tenant.

6. Where any tenant of a holding does not claim or has not obtained compensation under sections one, two, or three of this Act, and it is proved to the satisfaction of the Court that any such tenant, or that his predecessors in title on coming into his holding paid money or gave money's worth with the express or implied consent of the landlord on account of his so coming into his holding, the Court shall award to such tenant on quitting his holding in respect of the sum so paid such compensation as it thinks just, having regard to the circumstances of the case; but such tenant shall not be entitled to any compensation under this section when it appears to the Court that such tenant has been given permission by the landlord to obtain such satisfaction from an incoming tenant in respect of the money so paid, or the money's worth so given by him, and on such terms as the Court may think reasonable, and such tenant has refused or neglected to avail himself of such permission; moreover where the money or money's worth paid or given by any tenant claiming compensation under this section on coming into his holding was paid or given in whole or in part in respect or as covering the value of any improvements on ~~his~~ the holding, care shall be taken that such tenant shall not receive compensation in respect of the same improvements under this section and also under some other section of this Act: Provided, that out of any

* The Commons Amendments being disagreed to, this Clause passed in the form originally proposed by the Lords.

moneys payable to the tenant under this section all sums due to the landlord from the tenant or his predecessors in title in respect of rent *not exceeding three years rent* or in respect of any deterioration of a holding arising from non-observance on the part of the tenant of any express or implied covenant or agreement, and also any taxes payable by the tenant due in respect of the holding, and not recoverable by him from the landlord, may, if not deducted under the provisions of section four of this Act, be deducted by or on behalf of the landlord: Provided always, that this section shall not apply when such money or money's worth has been paid during the existence of a lease made before the passing of this Act. Disagreed to.

7. Where a holding is proved to be subject to the Ulster tenant-right custom, or such usage as aforesaid, and where the tenant claims under such custom or usage and such custom or usage extends to away-going crops, the compensation payable in respect of away-going crops shall be dealt with according to the custom or usage, but the tenant of every other holding, which is not proved to be subject to the Ulster tenant-right custom or such usage as aforesaid, or in respect of which no claim is made under such custom or usage, shall, in the absence of any agreement in writing to the contrary, on quitting his holding, be entitled to all his away-going crops, or at the option of the landlord to be paid the value of the same. Compensation in respect of crops.

8. For the purposes of this Act ejectment for nonpayment of rent or for breach of any condition against assignment, sub-letting, bankruptcy, or insolvency shall not be deemed disturbance of the tenant by act of the landlord, ~~unless the Court decides that it ought on special grounds to be so deemed in the case of a person claiming compensation on the determination by such ejectment of a tenancy existing at the time of the passing of this Act, and continuing to exist without any alteration of rent up to the time of such determination;*~~ and for the purposes of this Act a person who is ejected for nonpayment of rent, or for breach of any such condition as aforesaid and is not disturbed by act of the landlord within the meaning of this Act, shall stand in the same position in all respects as if he were quitting his holding voluntarily. Provided, that in the case of a person claiming compensation on the determination by ejectment for nonpayment of rent of a tenancy existing at the time of the passing of this Act, and continuing to exist without alteration of rent up to the time of such determination, the Court may, if it think fit, treat such ejectment as a disturbance if the arrear of rent in respect of which it is brought did not wholly accrue within the three previous years, and if any earlier arrear remained due from the tenant at the time of commencing the ejectment:† *or if in case of any such tenancy of a holding valued under* Limitation as to disturbance in holding.

* This Amendment was disagreed to by the Commons and insisted on by the Lords.

† This proviso was originally disagreed to by the Commons and insisted on by the Lords. The Commons then added the words in italics, which again were amended by the Lords as above.

~~the Acts relating to the valuation of rateable property in Ireland held at an annual value~~ rent not exceeding fifteen pounds the Court shall ~~be of opinion~~ certify that the nonpayment of rent causing the eviction has arisen from the rent being an ~~excessive~~ exorbitant rent :

Provided, that no tenant who shall have given notice of surrender, and afterwards refuse to give up possession in pursuance of such notice, shall be entitled to any compensation under section three of this Act though evicted by the landlord in a suit founded on such notice.

Exception
in case of
lands re-
quired for
labourers
cottages.

9. Any landlord may, after six months notice in writing, to be served upon the tenant, or left at his house, resume possession from a yearly tenant of so much land (not to exceed in the whole one twenty-fifth part of any individual holding), as he may require for the bonâ fide purpose of erecting thereon one or more labourers cottages, with or without gardens attached, and such resumption of land shall not, unless the Court shall be of opinion that same was unreasonable, be deemed a disturbance of the tenant within the meaning of this Act, and shall not subject the landlord to any claim for compensation, except in respect of improvements, beyond ~~a proportionate~~ an abatement of rent proportionate to the annual value of the land so taken by the landlord.

Derivative
title of
tenant.

10. For the purposes of this Act a tenant shall be deemed to have derived his holding from the preceding tenant if he has paid to such preceding tenant any money or given to him any money's worth in respect of his holding, or has taken such holding by assignment or operation of law ~~or by succession~~ from the preceding tenant; and where a succession of tenants have derived title each from the other the earlier in such succession shall be deemed to be the predecessor of the later, and the later in such succession shall be deemed to be the successor of the earlier.

Partial
exemption
of certain
tenancies.

11. A tenant of a holding which is not proved to be subject to the Ulster tenant-right custom or such other usage as aforesaid, whose holding or the aggregate of whose holdings in Ireland is valued under the Acts relating to the valuation of rateable property in Ireland at an annual value of not less than fifty pounds, shall not be entitled to make any claim for compensation under any provision of this Act in cases where the tenant has contracted in writing with his landlord that he will not make any such claim.

CLAUSE B.
Restriction
as to com-
pensation in
certain cases
of assign-
ment.

Where the holding in respect of which compensation is claimed under section three of this Act is held under a tenancy from year to year existing at the time of the passing of this Act, and such tenancy is assigned without the consent of the landlord, and the landlord does not accept the assignee as his tenant, no compensation shall be payable by the landlord under the said section in any of the cases following :

(1.) Where the rent of such holding is in arrear at the time of such assignment so as to render the tenant liable to evic-

tion for nonpayment of rent, and such arrear is due by the tenant :

- (2.) Where such holding forms part of an estate upon which the assignment of holdings without the consent or approval of the landlord is contrary to or not warranted by the practice prevalent upon such estate :
- (3.) Where the Court shall be of opinion that the refusal of the landlord to accept such assignee as tenant is a reasonable refusal :

Provided always, that the transmission of a tenancy by bequest to the husband or wife, or to any one child or grandchild, or to any one brother or sister, or to any one child or grandchild of a brother or sister of the tenant, or the devolution of a tenancy by operation of law upon an intestacy or marriage, shall not be deemed an assignment within the meaning of this section.

Where it is proved to the Court that the tenant of any holding held under a tenancy from year to year existing at the time of the passing of this Act is evicted by the landlord by reason of the persistent exercise by such tenant of any right not necessary to the due cultivation of his holding, and from which such tenant is debarred by express or implied agreement with his landlord, such eviction shall not be deemed a disturbance of the tenant by the act of the landlord, or where the tenant of any holding so held as last aforesaid at the time of the passing of this Act is evicted by the landlord by reason of the tenant's unreasonable refusal to allow the landlord, or any person or persons authorised by him in that behalf, he or they making reasonable amends and satisfaction for any injury to be done or occasioned thereby, to enter upon the holding for any of the purposes following ; that is to say,

CLAUSE C.
Eviction in certain cases not to be deemed a disturbance.

Mining or taking minerals ;

Quarrying or taking stone, marble, gravel, sand, or slate ;

Cutting or taking timber or turf ;

Opening or making roads, drains, and watercourses ;

Viewing or examining the state of the holding and all buildings or improvements thereon ;

Hunting, shooting, or fishing, or taking game or fish :

Such eviction shall not be deemed a disturbance of the tenant by the act of the landlord, unless it shall be shown that the landlord is persisting in such eviction after such refusal has been withdrawn by the tenant.

12. No compensation shall be payable under the preceding provisions of this Act in respect of—

Exemption of certain lands.

- (1.) Any desmesne land, or any holding ordinarily termed "townparks" adjoining or near to any city or town which shall bear an increased value as accommodation land over and above the ordinary letting value of land occupied as a farm, and shall be in the occupation of a person living in such city or town, or the suburbs thereof, or any holding

let to be used wholly or mainly for the purpose of pasture, and valued under the Acts relating to the valuation of property in Ireland at an annual value of not less than fifty pounds, or any holding let to be used wholly or mainly for the purposes of pasture the tenant of which does not actually reside on the same, unless such holding adjoins or is ordinarily used with the holding on which such tenant actually resides: Provided, that nothing herein contained shall prevent the tenant of any such holding making any claim which he otherwise would be entitled to make under sections four, five, and ~~six~~ seven of this Act; or,

- (2.) Any holding which the tenant holds by reason of his being a hired labourer or hired servant ~~of the landlord~~; or,
- (3.) Any letting in conacre or for the purposes of agistment or for temporary depasturage; or,
- (4.) Any holding let and expressed in the document by which it is let to be so let for the temporary convenience or to meet a temporary necessity either of the landlord or tenant, and the letting of which has determined by reason of the cause having ceased which gave rise to the letting;
- (5.) Any cottage allotment not exceeding a quarter of an acre.

Proceedings in respect of Claims.

Proceedings
by tenant.

13. Every tenant entitled under this Act to make any claim in respect of any right or for payment of any sums due to him by way of compensation, and about to quit his holding, may within the prescribed time serve a notice of such claim on his landlord, or in his absence his known agent. The notice shall be in writing in the prescribed form, and shall state the particulars of such claim, subject to such amendment as the Court may allow, together with the dates at which and the periods within which such particulars are severally alleged to have accrued, and, where such claim or any part of the same is in respect of compensation under the provisions of section three of this Act, the number of years rent claimed shall be specified.

Proceedings
by landlord.

14. On the receipt of the notice the landlord shall be deemed to have admitted the claim made by the tenant unless within the prescribed time and in the prescribed manner he serves a notice on the tenant, stating that he disputes the whole or some portion of the claim made by the latter, and upon service of such notice by a landlord on the tenant a dispute shall be deemed to have arisen between the landlord and the tenant as to the whole or a portion of such claim, and such dispute shall be decided by the Court, unless within the time and in the manner prescribed in that behalf such dispute shall have been settled by agreement between the landlord and tenant.

Equities
between
landlord and
tenant.

15. On the hearing of any dispute between landlord and tenant under this Act, either party may make any claim, urge any objec-

tion to the claim of the other, or plead any set-off such party may think fit (including in the case of a landlord any moneys paid on account of the purchase of the right of the tenant under the Ulster tenant-right custom or such usage as aforesaid), and the Court shall take into consideration any such claim, objection, or set-off, also any such default or unreasonable conduct of either party as may appear to the Court to affect any matter in dispute between the parties, and shall admit, reduce, or disallow altogether any such claim, objection, or set-off made or pleaded on behalf of either party as the Court thinks just, giving judgment on the case with regard to all its circumstances, including such consideration of conduct as aforesaid, and the Court shall have jurisdiction at the hearing of any such dispute to ascertain what sums, if any, shall be deemed due by the tenant to the landlord under sections three, four, and ~~six~~ seven of this Act, or any set-off in respect of unliquidated or liquidated damages under said sections, or any of them; and in any case in which compensation shall be claimed under section three of this Act, if it shall appear to the Court that the landlord has been and is willing to permit the tenant to continue in the occupation of his holding upon just and reasonable terms, and that such terms have been and are unreasonably refused by the tenant, the claim of the tenant to such compensation shall be disallowed.

In every case of dispute between landlord and tenant heard before the Civil Bill Court the order of the Court shall be reduced into writing in the form of a decree or award (as the case may be), and shall state the items of claim allowed, that is to say, the particulars ~~and or~~ ^{character*} of loss sustained by the tenant in quitting his holding, and of the improvements and payment to his predecessor in title in respect to which compensation may have been awarded to the tenant under the third, fourth, and seventh sections, and also the particulars of any set-off, objection, default, or conduct allowed or taken into account. Such decree or award to be made in the prescribed form.

CLAUSE D.
Order of
Court to be
in writing,
&c.

16. Where in the case of any holding there are several persons standing in the relation to each other of landlord and tenant, and the circumstance of any one of such tenants quitting his holding by reason of disturbance or otherwise involves the interest of any of such persons other than the tenant quitting his holding, the Court shall determine the whole amount payable under this Act on the occasion of such tenant quitting his holding, and shall direct payment of the same by such person and to such one or more of the persons interested, and in such manner as the Court thinks just: Provided, that this section shall not affect the Ulster tenant-right custom or such usage as aforesaid to which any holding is proved to be subject.

Provision in
case of
derivative
estates in
the same
holding.

* The Lords proposed "particulars and character." The Commons substituted "particulars or character." The Lords thereupon struck out "or character," requiring particulars only in all cases. This Amendment was disagreed to by the Commons, but insisted on by the Lords.

Restriction
on eviction
of tenant.

17. A tenant who may be decided by the Court to be entitled to compensation to be paid by any landlord shall not be compelled by process of law to quit his holding until the amount of compensation due to him has been paid or satisfied, ~~unless the judge or chairman before whom the case shall be tried shall otherwise direct, upon the payment of such sum into Court as the judge or chairman may order; and any amount payable shall be deemed to be a debt due to him from such landlord, and the tenant may set off such debt against any rent for the time being due from him to such landlord in respect of his holding, but not so as to defeat an ejectionment for nonpayment of rent: Provided also, that if the tenant after verdict in ejectionment for nonpayment of rent shall redeem, pursuant to the Statutes in that behalf, the amount due for such compensation as aforesaid shall not be deducted in estimating the amount payable for redemption~~ deposited in manner herein-after mentioned. A landlord shall in all cases have the option of depositing in the manner prescribed the amount of compensation due; and if at any time after the making of a claim for compensation as herein-before directed, and before finally giving up possession of his holding, a tenant shall be alleged to have done any damage to his holding or the buildings thereon, the Court shall inquire into the same, and allow to the landlord out of the money so deposited such compensation as it may deem just, including mesne rates. In no case shall a tenant, except by special leave of the Court, be entitled to receive the money so deposited until he shall have given up possession of his holding. Where compensation is awarded in respect of any holding to be paid by any landlord who is himself a tenant of such holding, the tenant to whom such compensation is awarded shall not by reason of such compensation not being paid or deposited in manner aforesaid by such landlord be entitled under this section, as against a superior landlord not liable to such compensation, to retain possession of the holding after the expiration or determination of the title thereto of the landlord by whom such compensation was so awarded to be paid as aforesaid.

Court to award Compensation.

Court to
mean Civil
Bill Court
or Court of
Arbitration.

18. For the purposes of this part of this Act the Court shall mean one or other of the tribunals following; that is to say,—

The Civil Bill Court of the county where the matter requiring the cognizance of the Court arises; or,

The Court of Arbitration constituted as in this Act mentioned.

Where a matter requiring the cognizance of the Court arises in respect of a holding situate within the jurisdiction of more than one Civil Bill Court, any Civil Bill Court within the jurisdiction of which any part of the holding is situate may take cognizance of the matter.

Civil Bill
Court.

19. The judge of the Civil Bill Court (herein-after called the chairman) shall in all cases brought before him under the provisions of this Act have power to take evidence upon oath, and to compel

the attendance of witnesses, and shall have all and the same powers, jurisdiction, and authority as in cases of Civil Bill ejectment coming within his jurisdiction as such judge: Provided always, that the judge shall himself without a jury decide any question of fact arising in any case brought before him under this Act.

The chairman may, with the consent of both parties, hear and determine any case brought before him under this Act in chamber if he so thinks fit, and when so sitting in chamber he shall have all and the same powers, jurisdiction, and authority in respect to cases so heard as if sitting in open court.

The chairman may, within the prescribed time after making any order, review or rescind or vary any order previously made by him, but, save as aforesaid, and as provided by this Act with respect to appeal, every order of the Civil Bill Court shall be final.

Any order made by the chairman under this Act may be enforced by attachment or otherwise in the same manner as if it were the order of any of the superior courts of common law at Dublin, and if such order made by the chairman be for the payment of money it may also be enforced in the same manner as civil bill decrees for money demands made by such chairman.

20. Any person aggrieved by any order of the chairman made under this Act may, within the prescribed time and in the prescribed manner, appeal therefrom in manner following; that is to say,

Appeal from
Civil Bill
Court.

(1.) Where such order has been made in the county or the county of the city of Dublin to two judges of the superior courts of common law to be from time to time selected by the Court for Land Cases reserved :

(2.) Where such order has been made elsewhere to the judges of assize of the county in which such order has been made :

And every such appeal, ~~so far as the same involves questions of fact,~~ may be heard and determined by one of the said judges; but in case any question of law shall arise upon any such appeal the judge before whom such question arises may, if he thinks fit, require that the same shall be heard and determined by both the said judges, and thereupon such question shall be heard and determined by both the said judges, who shall for such purpose sit together.

The judge or judges hearing such appeal may give judgment affirming, reversing, or modifying the order appealed from, and may finally decide thereon, and make such order as to costs in the Court below and of the appeal as may be agreeable to justice; and if the judge or judges alter or modify the order, such order so altered or modified, and signed by the judge or judges, shall be of the like effect as if it were the order of the Civil Bill Court. The judge or judges may also, in cases where he or they think it expedient so to do, instead of making a final order, remit the case, with such directions as he or they may think fit, to the Court below.

The judges to whom any such appeal may be made may, where they deem it expedient, reserve any matter or question arising upon such appeal by way of case stated for the consideration of the Court for Land Cases reserved at Dublin.

The Court for Land Cases reserved at Dublin shall, for the purposes of this Act, be constituted in manner following; that is to say, the Lord Chancellor, the Master of the Rolls, the Lord Justice of Appeal, the Vice-Chancellor, and all the judges of the Common Law Courts shall be judges of the said Court for Land Cases reserved, and any five of such judges, the Lord Chancellor or Master of the Rolls or Lord Justice of Appeal or the Vice-Chancellor or one of the chief judges of the Common Law Courts being one, shall have power to hear and determine any matters that shall be brought before the said Court.

The officers of the Court of Exchequer Chamber shall act as officers of the Court for Land Cases reserved.

All cases referred to the Court for Land Cases reserved shall be prosecuted, heard, and determined by such Court, in such manner and form and subject to such rules and regulations as the said Court may from time to time, by rule direct.

The Court for Land Cases reserved shall give such judgment as ought to have been given in the Court below by the judges thereof, and such judgment shall be of the like effect as if it were the judgment of the said judges, or the Court of Land Cases reserved may remit the case with such directions as they think fit to the Court below.

Court of
Arbitration.

21. Where the parties to any such dispute as aforesaid respecting any holding are desirous that such dispute should be settled by arbitration, they shall, in the prescribed manner and within the prescribed time, refer the same to an arbitrator or arbitrators, with an umpire to be appointed in manner appearing in the schedule annexed hereto, and the tribunal so selected shall be deemed in respect of such dispute the Court of Arbitration under this Act.

The Court of Arbitration shall, in all cases brought before it under this Act, have all and the like powers, jurisdiction, and authority as a Civil Bill Court under this Act, with this exception, that the Court of Arbitration shall have no power to punish persons for contempt, or to enforce its awards; but it may report to the Civil Bill Court the name of any person refusing to give evidence, or to produce documents, or guilty of contempt of the Court when sitting judicially; and the Civil Bill Court may, upon such report, punish the offender in the same manner as if the offence had been committed in, or in respect of a matter under the cognizance of the Civil Bill Court.

The award of the Court of Arbitration may, at the instance of either party, be recorded in the prescribed manner and within the prescribed time in the Civil Bill Court, and when so recorded shall be enforceable as if the same were an order of said Court.

No such award shall, so far as relates to the dispute under this Act, be held to be invalid by reason of the violation of or non-compliance with any technical rule of law respecting awards, where such award substantially decides the dispute referred to the Court of Arbitration.

No appeal shall lie from an award of the Court of Arbitration, nor shall any such award be removable by certiorari.

Powers of limited Owners.

22. The expression “limited owner” shall in this Act mean as follows : “Limited owner.”

- (1.) Any person entitled under any existing or future settlement at law or in equity, for his own benefit and for the term of his own life, to the possession or receipt of the rents and profits of land, whether subject or not to incumbrances, in which the estate for the time being subject to the trusts of the settlement is an estate for lives or years renewable for ever, or is an estate renewable for a term of not less than sixty years, or is an estate for a term of years of which not less than sixty are unexpired, or is a greater estate than any of the foregoing estates :
- (2.) Any body corporate, any corporation sole, ecclesiastical, or lay, any trustees for charities, and any commissioners or trustees for ecclesiastical, collegiate, or other public purposes, entitled at law or in equity, in the case of freehold land to an estate in fee simple or in fee farm, and in the case of leasehold land to a lease for an unexpired residue of not less than thirty-one years, or for a term of years or of lives renewable for ever, or renewable for a period of not less than thirty-one years.

23. A landlord, being a limited owner, shall have power to agree with a tenant as to the amount of compensation payable to him under this Act, and on payment of the same to the tenant, may apply to the Civil Bill Court for an order charging the holding with an annuity in respect of such payment, and the Court, upon being satisfied of such payment having been made, shall charge the holding with an annuity of five pounds for every one hundred pounds of the sum so paid to the tenant, and so on in proportion for any less sum, such annuity to be limited in favour of the limited owner, his executors, administrators, and assigns, and to be payable for a term of thirty-five years on the anniversary of such date: Provided, that no such order shall be made by the Court unless notice of the application for the same shall have been given in the prescribed form to the person for the time being entitled to the first estate of inheritance, if any, expectant upon the determination of the estate of the limited owner, or if such person shall be a married woman, infant, or lunatic, to his or her husband, guardian, or committee respectively. Any annuity

Agreement
by limited
owner.

created under this section shall be a charge upon the holding having priority over all estates and interests subsequent to the estate or interest of the limited owner, but subject to any estates, mortgages, or other interests having priority over or charged on the estate of the limited owner.

Power of
limited
owner to
lease.

24. Any limited owner shall have power to grant agricultural leases, for any term of years absolute, or determinable at fixed periods, subject to the following restrictions :

- (1.) The term of any lease shall not exceed ~~thirty-one~~ thirty-five years :
- (2.) The power of leasing conferred by this Act shall not include any mansion house or demesne lands :
- (3.) The lease shall take effect in possession, or within one year after the execution thereof, and not in reversion, and there shall be reserved thereby a fair yearly rent, to be incidental to the immediate reversion of the holding without taking anything in the nature of a fine, premium, or foregift ; and in estimating such yearly rent it shall not be necessary to take into account against the tenant the increase (if any) in the value of the holding arising from any improvements executed by him or his predecessors in title :
- (4.) The lease shall imply a condition of re-entry for nonpayment of the rent thereby reserved :
- (5.) The lease, if it includes any building, shall contain a clause declaring whether the landlord or the tenant is bound to rebuild such building in the case of the same being destroyed during any part of the tenancy by fire, lightning, or tempest, and whether the landlord or the tenant is bound to keep the same in repair :
- (6.) The lessee shall execute a counterpart of every lease, and shall thereby covenant for the due payment of the rent reserved :

Upon the application of any landlord or tenant the Civil Bill Court may confirm any lease granted or proposed to be granted under this Act, and such Court may, if it thinks just, confirm or refuse to confirm such lease with or without modifications, and the confirmation of any such lease shall be deemed conclusive evidence of the lease being within the powers of this Act ; the confirmation of a lease shall be certified in the prescribed manner.

Effect of
lease by
limited
owner.

25. Any lease granted in pursuance of this Act by an individual limited owner shall be valid against the person granting the same, and against all persons entitled to any estate or interest subsequent to the estate or interest of such limited owner ; and any lease granted in pursuance of this Act by any limited owner, being a body corporate, corporation sole, trustees for charities, commissioners or trustees for ecclesiastical, collegiate, or other public purposes, shall bind all the estate and interest of such last-mentioned limited

owner; but no lease granted by an owner holding himself under a lease shall continue after the expiration of the term granted by such owner's lease.

26. All powers of leasing given by this Act shall be deemed to be in addition to any other powers any limited owner may possess, and such owner may exercise any other power of leasing vested in him in the same manner as if this Act were not passed. Leasing powers of Act to be cumulative.

27. The Court for Land Cases reserved, or any five of the judges of the said Court (the Lord Chancellor or Master of the Rolls Lord Justice of Appeal or Vice-Chancellor or one of the chief judges of the Common Law Courts being one) may from time to time make, and when made may rescind, annul, or add to rules with respect to the following matters:— Rules for carrying first part of Act into effect.

- (1.) The proceedings in the Civil Bill Court and Court of Arbitration under this part of this Act :
- (2.) The proceedings in Appeals under this part of this Act :
- (3.) The proceedings in Land Cases reserved under this part of this Act :
- (4.) The circulation of forms and directions as to the mode in which this part of this Act is to be carried into execution :
- (5.) The scale of costs and fees to be charged in carrying this part of this Act into execution, and the taxation of such costs and fees, and the persons by ~~whom~~ or from whom and the manner in which such costs and charges are to be paid or deducted, subject nevertheless to the sanction of the Treasury as to the amount of fees to be charged :
- (6.) The service of notices on incumbrancers and other persons interested, and any other matter by this part of this Act directed to be prescribed :
- (7.) As to any other matter or thing, whether similar or not to those above mentioned, in respect of which it may be expedient to make rules for the purpose of carrying this part of this Act into effect.

Any rules made in pursuance of this section shall be deemed to be within the powers conferred by this Act, and shall be of the same force as if enacted in this Act, and shall be judicially noticed.

Any rules made in pursuance of this section shall be laid before Parliament within three weeks after they are made if Parliament be then sitting, and if Parliament be not then sitting, within three weeks after the beginning of the then next session of Parliament.

PART II.

Sale of Land to Tenants.

28. Subject to the restrictions herein-after mentioned the landlord and tenant of any holding in Ireland may agree for the sale of the holding to the tenant at such price as may be fixed between them ; Application to Court for sale of holding.

and upon such agreement being made they may jointly, or either of them may separately, with the assent of the other, apply to the Landed Estates Court in this part of this Act referred to as "the Court" for the sale to the tenant of his holding.

Restrictions
on sale of
holding.

29. No sale shall be made under this part of this Act unless the landlord is the absolute owner of the land which forms the holding of the tenant, or such tenant for life or other limited owner as is in this section mentioned.

"Absolute owner" shall in the case of freehold land mean the owner in fee simple or in fee farm, or person capable of appointing or disposing of the fee, whether subject or not to incumbrances, and in the case of leasehold land mean the owner or person capable of disposing of the whole interest in the lease under which the land is held, whether subject or not to incumbrances.

No holding of leasehold tenure shall be sold under this part of this Act unless the lease under which the landlord is possessed of the land which forms the holding is a lease for lives or years renewable for ever, or a lease for a term of years of which not less than sixty are unexpired at the time of the sale being made; and no sale shall be made under this part of this Act by a landlord being the owner of a leasehold under a lease containing a prohibition against alienation unless such prohibition has determined or is waived.

"Tenant for life" shall, for the purposes of this part of this Act, mean any person entitled under any existing or future settlement at law or in equity for his own benefit and for the term of his own life to the possession or receipt of the rents and profit of land, whether subject or not to incumbrances in which the estate for the time being, subject to the trusts of the settlement, is an estate in fee simple or fee farm or a lease of such duration as is in this section mentioned.

"Other limited owner" shall mean any body corporate, any trustees for charities, and any commissioners or trustees for collegiate or other public purposes, having an estate in fee simple or fee farm, or possessed of such leasehold as is in this section mentioned, whether subject or not to incumbrances.

Sale of
holding by
Court.

30. The application shall be accompanied by a deposit of such sum (if any) to be deposited by the landlord by way of security for costs, as the Court may require. Upon the foregoing conditions being complied with the Court shall make such inquiries as to the circumstances of the holding in respect of which the application is made, and as to the parties interested therein, either as incumbrancers, owners, or otherwise, and as to the sufficiency of the price and of the capacity of the landlord to sell the same, as the Court may think fit, and if the Court approve of the application, it shall carry such sale into effect accordingly, and execute the necessary conveyance to the tenant.

Estate of
purchaser
to be free
from incum-
brances.

31. The conveyance by the Court under this part of this Act of a holding to a tenant shall in the case of freehold land confer on the tenant an estate in fee simple or fee farm, as the case may be, in

such holding, together with all rights, privileges, and appurtenances enjoyed or reputed as belonging or appertaining thereto, subject to such charges and interests, if any, as are in this part of this Act declared not to be incumbrances, and in the case of estates in fee farm to the rents, covenants, and conditions expressed in the grant relating to the land of which the holding forms the whole or part, and on the part of the grantee, his heirs, executors, administrators, and assigns, to be paid, observed, and performed, but free from all other estates, incumbrances, and interests whatever, and shall in the case of leasehold land vest the holding in the tenant for the period, and subject to the rents, covenants, and conditions, expressed in the lease relating to the land of which the holding forms the whole or part, and on the part of the lessee, his executors, administrators, and assigns to be paid, observed, and performed, subject to such charges and interests, if any, as are in this part of this Act declared not to be incumbrances, but free from all other incumbrances and estates whatsoever.

32. The following charges and interests shall not be deemed incumbrances within the meaning of this part of this Act; that is to say, Certain charges not incumbrances.

- (1.) Quitrents and rentcharges in lieu of tithes :
- (2.) Rights of common, rights of way, watercourses, and rights of water and other easements :
- (3.) Heriots, manorial rights of all descriptions, and franchises :
- (4.) Charges for drainage, or other charges created under Act of Parliament, and to be specified in the conveyance.

And every holding sold under this part of this Act shall, unless the contrary is expressed, be deemed to be subject to such of the above charges and interests as may be for the time being subsisting thereon.

33. The Court shall determine the rights and priorities of the several persons entitled to or having charges upon or otherwise interested in any holding sold in pursuance of this Act, and shall distribute the purchase money in accordance with such rights and priorities. Distribution of purchase money.

Where any moneys arising from a sale under this part of this Act are not immediately distributable, or the parties entitled thereto cannot be ascertained, or where from any other cause the Court thinks it expedient for the protection of the rights of the parties interested, the Court may order the moneys to be lodged in Court or in the prescribed bank to the prescribed account, and may by its order declare the trusts affecting such moneys, so far as the Court has ascertained the same, or state the facts or matters found by it in relation to the rights and interests in such moneys; and the Court may from time to time make such orders in respect to any such moneys, and the investment or application thereof, or the payment thereof to the parties interested, as the circumstances of the case may require.

Costs of
sale.

34. There shall be charged, in respect of any sale made in pursuance of this part of this Act, such per-centage fee on the price paid as the Treasury may prescribe, and the fees so charged shall be paid in to the receipt of Her Majesty's Exchequer and carried to the account of the Consolidated Fund of the United Kingdom of Great Britain and Ireland.

Cost of
distribution
of purchase
money.

35. Where any purchase moneys have been so lodged in Court or in the prescribed bank, provision shall be made in the prescribed manner with the sanction of the Treasury for the payment without cost to the persons entitled to any estate or interest in or having charges upon the holding so sold of any principal or interest moneys to which such persons may be entitled in respect of such estate and interest: Provided that any provision so made shall not extend to any expense caused by disputed titles, or any expense incurred by the failure of any person to comply with the rules for the time being in force relating to the distribution of such purchase moneys.

General
powers of
Court in
conduct of
sale of land.

36. The Court shall have full power to apportion charges, rents, and covenants, and decide all questions whatsoever, which it may be necessary to decide for the purposes of this Act, and shall not be subject to be restrained in the due execution of their powers under this Act by the order of any Court.

Rules for
carrying
second part
of Act into
effect.

37. The Privy Council in Ireland may from time to time make, and, when made, may rescind, annul, or add to, rules with respect to the following matters:

- (1.) The proceedings to be had under this part of this Act:
- (2.) The circulation of forms and directions as to the mode in which this part of this Act is to be carried into execution:
- (3.) The scale of costs and fees to be charged in carrying this part of this Act into execution, and the taxation of such costs, and the persons by whom such costs and fees are to be paid, subject nevertheless to the sanction of the Treasury as to the amount of fees to be charged:
- (4.) The giving of notices to incumbrancers and other persons interested, and the service of such notices and any other matter by this part of this Act directed to be prescribed:
- (5.) As to any other matter or thing, whether similar or not to those above mentioned, in respect of which it may be expedient to make rules for the purpose of carrying this part of this Act into execution:

In framing rules under this section the Privy Council shall provide that notice of any sale to be made under this part of this Act shall be served upon every registered incumbrancer by sending it through the post in a prepaid letter addressed to such incumbrancer, and in proving service of any such notice it shall be sufficient to prove that such notice was properly directed to the incumbrancer at his last known place of abode, and that it was put as a prepaid letter into the post office.

Any rules made in pursuance of this section shall be deemed to be within the powers conferred by this Act, and shall be of the same force as if enacted in this Act, and shall be judicially noticed.

Any rules made in pursuance of this section shall be laid before Parliament within three weeks after they are made, if Parliament be then sitting, and if Parliament be not then sitting, within three weeks after the beginning of the then next session of Parliament.

PART III.

Advances by and Powers of Board.

38. Where any sums are due in respect of compensation under this Act from a landlord to a tenant who is quitting his holding, but has not been disturbed by his landlord, the Commissioners of Public Works in Ireland, in this Act referred to as the Board, may, upon the application of such landlord, advance to the tenant on behalf of the landlord the whole or such portion of the sum so due as they may think expedient, and upon ~~such advance being made such holding shall upon~~ an order being made to that effect by the Civil Bill Court, and upon such advance being made by the Board such holding shall be deemed to be charged with an annuity of five pounds for every one hundred pounds of such advance, and so in proportion for any less sum, such annuity to be limited in favour of the Board, and to be declared to be payable within a term of thirty-five years, ~~commencing at the date of the advance.~~

Advances to landlords for compensation for improvements.

39. The Board may from time to time upon such security as they may approve advance such sums as they may think fit to any landlord in Ireland, for the purpose of enabling him to reclaim waste lands; and where any landlord has contracted for the sale of any waste land the Board may advance upon security jointly given by the vendor and purchaser such sums as they may think fit, not exceeding a moiety of the purchase money contracted to be paid; and ~~upon any such advance being made such waste land, and any other lands included in any such security, shall, upon an order being made to that effect by the Civil Bill Court, and upon such advance being made by the Board, be deemed to be charged with an annuity of five pounds for every one hundred pounds of such advance, and so in proportion for any less sum, such annuity to be limited in favour of the Board, and to be declared to be repayable within a period of thirty-five years, commencing from the date of the advance.~~

Advances to landlords for improvement of waste lands.

40. The Board, if they are satisfied with the security, may advance to any tenant for the purpose of purchasing his holding in pursuance of this Act any sum not exceeding two thirds of the price of such holding, and ~~upon such advance being made the holding shall,~~ upon an order being made by the Civil Bill Court to that effect, and upon such advance being made by the Board such

Advances to tenants for purchase of holdings.

holding shall be deemed to be charged with an annuity of five pounds for every one hundred pounds of such advance, and so in proportion for any less sum, such annuity to be limited in favour of the Board and to be declared to be repayable in the term of thirty-five years, ~~commencing from the date of the advance.~~

No purchaser, or person deriving title through him, of any holding to whom any advance has been made under this section shall without the consent of the Board alienate, assign, subdivide, or sublet his holding during such time as any part of the annuity charged on such holding remains unpaid, and any part of such holding alienated, assigned, subdivided, or sublet in contravention of this section shall be forfeited to the Board, to be held by them for public purposes.

Advances to
tenants for
purchases of
holdings in
Landed Es-
tates Court.

41. Where an absolute order for the sale of any estate has been made by the Landed Estates Court, and the tenant of any holding forming part of such estate is desirous to purchase such holding, he may apply to the Board in the prescribed manner to advance any sum not exceeding two thirds of the amount he may pay for the purchase of the same, and the Board may, subject to such conditions as to the price to be paid for such holding and to any matter relating to such purchase as they think fit, agree with such tenant to make such advance.

When any such tenant has been declared the purchaser of a holding, and has paid one third or any greater part of the purchase money, the Board may pay the balance of such purchase money instead of such tenant; and upon such payment being made by the Board the Landed Estates Court shall by order declare such holding to be charged with an annuity of five pounds for every hundred pounds of such advance, and so in proportion for any less sum, such annuity to be limited in favour of the Board and to be declared to be repayable in the term of thirty-five years, ~~commencing from the date of the advance, in equal half yearly payments on every first day of May and first day of November during the said term, with such apportionment, if any, as may be necessary in respect of the first and last of such payments.~~

Any holding charged by order of the Landed Estates Court in manner aforesaid shall not, without the consent of the Board, be alienated, assigned, subdivided, or sublet during such time as any part of the annuity charged on such holding remains unpaid, and any part of such holding alienated, assigned, subdivided, or sublet in contravention of this section shall be forfeited to the Board, to be held by them for public purposes.

Landed
Estates
Court to
afford faci-
ties for
purchase by
occupying
tenants.

42. The Landed Estates Court shall on the sale of estates by said Court, so far as is consistent with the interests of the persons interested in the estates or the purchase money thereof, afford, by the formation of lots for sale or otherwise, all reasonable facilities to occupying tenants desirous of purchasing their holdings under the provisions of this Act, and for that purpose shall hear any

application in that behalf made by the Board or any such occupying tenant.

43. Where the landlord of an estate is willing to contract for the sale under the second part of this Act of his estate in its entirety but not in part, and the tenants of the holdings comprising four fifths in value of such estate are willing to purchase their holdings, and other purchasers can be found to buy the residue of such estate, and to pay one half of the purchase money payable in respect of such residue, such sale may be made accordingly under the second part of this Act in the same manner as if the whole of the purchasers of the estate were tenants of the landlord, and the Board may advance to such other purchasers one half of their purchase money upon the security of the residue of the estate, and such advance may at the discretion of the Board be made to such purchasers collectively on the security of the whole of the residue of such estate, or to such purchasers severally on the security of the portions bought by them respectively, or partly in one way and partly in the other. Where any advance is made to purchasers or a purchaser under this section, the land bought by such purchaser or purchasers shall, on an order made to that effect by the Civil Bill Court, be charged with an annuity of five pounds for every one hundred pounds of such advance, and so in proportion for any less sum, such annuity to be limited in favour of the Board, and to be declared to be repayable within the term of thirty-five years, ~~commencing from the date of the advance.~~

Advances to facilitate purchases of entire estates.

44. Every annuity created in favour of the Board in pursuance of this Act shall be a charge on the land subject thereto, having priority over all existing and future estates, interests, and incumbrances, with the exception of quit-rents and other charges incident to the tenure, to rentcharges in lieu of tithes, and any charges created under any Act authorizing advance of public money, or under any Act creating charges in respect of improvements on lands, and passed before this Act, with the exception also (in cases where the lands are subject to a fee-farm rent, or held under a lease reserving rent) of such fee-farm rent or rent reserved as aforesaid.

Advances charged on estate by way of annuity.

The term during which every such annuity shall be payable shall be computed from the date of the advance in respect of which the same shall be charged, and every such annuity shall be payable in equal half-yearly payments on every first day of May and every first day of November during the said term of thirty-five years, with such apportionment, if any, as may be necessary in respect of the first and last of such payments.

45. Every annuity created in pursuance of this Act shall be recoverable by the Board or by or in the name of the Attorney-General for Ireland in manner in which rentcharges in lieu of tithes are recoverable in Ireland; a certificate purporting to be under the hand of a member for the time being of the Board shall be evidence that the amount of any annuity or arrears of annuity stated therein

Recovery of annuity.

to be due under this Act from any person named therein is due to the Board from such person.

Arrears of annuity.

46. No arrears of any annuity charged on land in pursuance of this Act shall be recoverable after the expiration of two years from the date at which the sum in arrear became due; and as between owners having successive interests in any land so charged it shall be the duty of the owner for the time being in possession or in receipt of the rents and profits of such land to prevent such arrears arising, and if he make default in doing so, and the owner next entitled in possession pay any arrears caused by such default, the amount so paid shall be a debt due to the owner who has paid the same from the owner by whose default it became necessary to make such payment.

Power of owner to redeem annuity.

47. Where any land is charged with an annuity in favour of the Board, it shall be lawful for any person liable to pay such annuity to redeem the said annuity, or so much thereof as may at any time remain unexpired, by payment to the Board of a sum of money equivalent to the then value of the said annuity, such value to be calculated according to the table in the schedule annexed hereto.

Power of Board to commute and compromise.

48. Where any person is entitled to receive any principal moneys in pursuance of the sale of any holding made by them in pursuance of this Act, the Board may, on the application of such person, commute such principal moneys for the payment of an annuity of equivalent value, the value of money being reckoned at three pounds ten shillings per cent. per annum, and where any such person as aforesaid is entitled to the payment of a sum annually, the Board may commute the same for the payment of a principal sum of equivalent value, the value of money being reckoned at three pounds ten shillings per cent. per annum.

The Board may also, with the assent of the claimant, compromise by the payment of any principal or annual sum any postponed contingent or doubtful or other claim of any person to any share or interest in the purchase money arising from the sale of any holding under this Act.

Control of Board by Treasury, &c.

49. The Board shall in making advances, in the mode of investing and dealing with the funds that come into their possession, and in the mode of accounting for the same, and generally in the performance of their duties under this Act conform to any directions, whether given on special occasions or by general rule or otherwise, which may from time to time be given to them by the Treasury, and shall report within such time and in such manner as the Treasury may direct to the Treasury all matters which may be transacted by the Board.

Issues of moneys to Board.

50. There shall be issued to the Board for the purposes of this Act at such times and in such sums and in such manner as the Treasury may determine any sums of money not exceeding in the

whole one million pounds, and the Treasury may from time to time issue to the said Board the said sum of one million pounds out of the Consolidated Fund or the growing produce thereof.

51. All repayments to the Board of principal sums or by way of annuities in respect of advances made by them shall from time to time be paid back to the Consolidated Fund in such manner as the Treasury may direct. Repayment to Consolidated Fund of advance.

52. The Civil Bill Court shall on the application of any person entitled to an annuity by this Act directed to be charged by order of the Civil Court, make an order charging the same accordingly, and the clerk of the peace of the county in which such Court has jurisdiction shall keep an alphabetical registry in his office of all charging orders so made by the Court, and shall allow any person to inspect the same at all reasonable times on the payment of one shilling. Duty of Civil Bill Court as to charging orders.

For the purpose of making charging orders in respect of any holding the Civil Bill Court of the county in which such holding, or any part thereof, is situate shall be deemed to have jurisdiction over such holding.

PART IV.

SUPPLEMENTAL PROVISIONS.

As to Legal Proceedings and Court.

53. There shall be paid in respect of every notice to quit to be served on a tenant of a holding as defined under this Act a duty of two shillings and sixpence, and such payment shall be denoted by a stamp on the notice. Duty on notice to quit.

54. No notice to quit shall be valid unless it is printed or written, or partly in print and partly in writing, and signed by the landlord or his agent, lawfully authorised thereunto, nor unless such notice at the time of the service thereof is duly stamped with a stamp denoting the payment of a duty of two shillings and sixpence. A notice to quit shall not in the case of a tenant from year to year take effect until after the expiration of a period of not less than ~~a year~~ six calendar months from the date of the service of the notice, such period of ~~a year~~ six calendar months in the absence of agreement to the contrary, to terminate on the last gale day of the calendar year. Any person serving on a tenant a notice to quit that is not in conformity with this section shall incur a penalty not exceeding forty shillings, to be recovered summarily under the provisions of the Petty Sessions (Ireland) Act, 1851. Regulations as to notice to quit.

In any proceedings between landlord and tenant, where the due service of a notice to quit has been proved, such notice to quit shall, until the contrary is proved, be deemed to have been duly stamped.

Administra-
tion on death
of tenant.

55. The Civil Bill Court in any county on being satisfied that a tenant in such county has died, and that there is no legal personal representative of such tenant or no legal personal representative whose services are available for the purposes of this Act, may, if a legal representation of the tenant is required for the purposes of this Act, by order appoint such person as it thinks best entitled to be administrator of the deceased tenant limited to the purposes of this Act, and any such limited administrator shall for all the purposes of this Act represent the deceased tenant in the same manner as if the tenant had died intestate and administration had been duly granted to such limited administrator of all the personal estate and effects of the tenant.

Provision as
to married
women.

56. A married woman entitled to her separate use, and not restrained from anticipation, shall for the purposes of this Act be deemed a feme sole; but where any other married woman is desirous of making any application, giving any consent, or doing any act, or becoming party to any proceeding under this Act, in relation to any holding, her husband's concurrence shall be required, and she shall be examined by the Civil Bill Court of the county where she may for the time being be, or of the county where the holding is situate, apart from her husband touching her knowledge of the nature and effect of the application or other act, and it shall be ascertained that she is acting freely and voluntarily.

Provision
as to other
persons
under dis-
ability.

57. Where any person who (if not under disability) might have made any application, given any consent, done any act, or been party to any proceeding in relation to any holding under this Act, is a minor, idiot, or lunatic, the guardian or committee of the estate respectively of such person may make such applications, give such consents, do such acts, and be party to such proceedings, as such person respectively, if free from disability, might have made, given, done, or been party to, and shall otherwise represent such person for the purposes of this Act; where there is no guardian or committee of the estate of any such person as aforesaid, being infant, idiot, or lunatic, or where any person the committee of whose estate if he were idiot or lunatic would be authorised to act for and represent such person under this part of this Act is of unsound mind or incapable of managing his affairs, but has not been found idiot or lunatic under an inquisition, it shall be lawful for the Civil Bill Court of the county in which the holding is situate to appoint a guardian of such person for the purpose of any proceedings under this part of this Act, and from time to time to change such guardian; and where such Civil Bill Court sees fit it may appoint a person to act as the next friend of a married woman for the purpose of any proceeding under this Act, and from time to time to remove or change such next friend.

Additional
sittings of
Civil Bill
Court.

58. For the purposes of carrying into effect the provisions of this Act, the judges of Civil Bill Courts in Ireland shall, in addition to the Civil Bill Courts now by law directed, hold such

Courts in such places within their respective jurisdictions as may be prescribed by the Privy Council in Ireland.

59. There shall be paid to the judges and officers of the Civil Bill Courts and to the officers of the Court of Exchequer Chamber in Ireland, by way of remuneration for the additional duties by this Act imposed upon them, such annual sums by way of additional salaries respectively as the Lord Lieutenant may direct and the Commissioners of Her Majesty's Treasury may approve, and all such sums shall be paid by the said Commissioners out of moneys to be provided by Parliament for that purpose.

Additional salaries to judges and officers of Civil Bill Courts.

60. In case it shall appear to the Lord Chancellor that from any reasonable cause the judge of any Civil Bill Court cannot conveniently hold the Courts prescribed under this Act, he may appoint any other judge of a Civil Bill Court to hold such Courts in his stead; and thereupon the judge so appointed shall hold such Courts as aforesaid, and shall for the purposes thereof have all and every the powers, authority, and jurisdiction of the judge in whose stead he shall have been appointed; and so long as he shall continue to act in his stead, there shall be paid to him instead of to the said judge, the additional salary payable to the said judge under this Act.

Appointment of substitute in Civil Bill Court.

PART V.

Miscellaneous.

61. Any person who, under any tenancy whatsoever created after the passing of this Act, becomes the occupier of any premises liable to grand jury cess, and who is liable to pay a rent in respect of the same, may deduct from such rent, for each pound of the rent which he is liable to pay, one half of the sum which he has paid as grand jury cess in respect of each pound of the net annual value of such premises as valued for the purposes as such cess under the Acts relating to the valuation of rateable property in Ireland, and so in proportion for any less sum than a pound: Provided always, that it shall not be lawful for any such person to deduct from the rent payable by him for such premises a larger sum than one half of the amount of the cess that has been paid by him in respect of the same.

Mode of payment of grand jury cess in certain cases.

Any person receiving rent in respect of any premises liable to grand jury cess, who also pays a rent in respect of the same, shall, if such rent is received and paid under contracts entered into after the passing of this Act, be entitled to deduct from the rent so paid by him a sum bearing such a proportion to the amount of the cess deducted from the rent received by him as the rent paid by him bears to the rent received by him.

62. Whenever the net annual value of the whole of the premises situate in any county of a city, county of a town, or barony, occupied by any person under any tenancy whatsoever created after

Where value of premises does not exceed 4*l.* immediate

lessor to pay
grand jury
cess.

the passing of this Act, does not exceed four pounds, as valued ~~for the purposes of grand jury cess under the Acts relating to the~~ valuation of rateable property in Ireland, and the same are liable to grand jury cess, then such cess shall, after the passing of this Act, be paid and payable by the immediate lessor or lessors of such person, and may be recovered from such immediate lessor or lessors in like manner as but for the provisions of this section it might have been recovered from the person occupying such premises.

If any such cess payable by any such immediate lessor be not paid within four months after the same has become due, the person duly authorised to collect the same may give notice in writing to the occupier for the time being of such premises to pay the cess due in respect of such premises, and after the expiration of one calendar month from the time of giving such notice it shall be lawful to recover such cess from such occupier, or in his default from any subsequent occupier of the premises, in like manner as if the same were cess due in respect of premises of a net annual value greater than four pounds.

And every such occupier so paying such cess may deduct from the rent he may be then or next thereafter liable to pay in respect of any such premises the whole of any such cess that he may have paid in respect of the same premises, and if rent sufficient to cover such cess, be not then or do not thereafter become due from such occupier, he shall be entitled to recover the same from such immediate lessor by Civil Bill.

Exception
as to county
cess levied
in certain
cases.

63. Nothing in the two next preceding sections of this Act contained shall apply to any county cess levied under the authority of any presentment made for the compensation of any person for any loss or damage occasioned by any malicious injury, or of any presentment made under the authority of section one hundred and six of the Act passed in the session of Parliament held in the sixth and seventh years of the reign of His late Majesty King William the Fourth, chapter one hundred and sixteen, or under the authority of "The Peace Preservation (Ireland) Act, 1870," or to any moneys levied as county cess by the direction of the Lord Lieutenant of any district under the authority of "The Peace Preservation (Ireland) Act, 1856," or any Act or Acts amending or continuing the same now in force.

Non-liability
for rent for
land covered
by public
roads.

64. Any person who, after the passing of this Act, shall take at an acreable rent land adjoining or intersected by any public road or public roads, shall not, in the absence of an agreement to the contrary, be liable to rent for any portion of such land as may be contained in the public road or roads.

Tenancies
at will.

65. Where any tenancy at will or less than a tenancy from year to year is created by a landlord after the passing of this Act, the tenant under such tenancy shall on quitting his holding be entitled to notice to quit and compensation in the same manner in all

respects as if he had been a tenant from year to year : Provided that this section shall not apply to any letting or contract for the letting of land made and entered into bonâ fide for the temporary convenience or to meet a temporary necessity either of the landlord or tenant.

~~66. It shall not be lawful for any landlord to make any distress for rent due out of any holding held under a tenancy created after the passing of this Act unless such holding shall be so held under a lease or written agreement regulating the terms of such tenancy and giving a right of distress to the landlord.~~ Distress.

Definitions.

67. In the construction of this Act the following words and expressions shall have the force and meaning hereby assigned to them, unless there be something in the subject or context repugnant thereto : General definitions.

The term " person " or " party " shall extend to and include any body politic, corporate, or collegiate, whether aggregate or sole, and any public company :

The term " county " shall extend to and include county of a city, and county of a town, and a riding of a county : where such county of a city, county of a town, or riding of a county is appointed for civil bill purposes :

The term " prescribed " shall mean prescribed by any rules made in pursuance of this Act :

The term " lease " shall include an agreement for a lease :

The term " settlement " as used in this Act shall include any Act of Parliament, will, deed, or other assurance or connected set of assurances whereby particular estates or particular interests in land are created, with remainders or interests expectant thereon ; and every estate and interest created by appointment made in exercise of any power contained in any settlement or derived from any settlement shall be considered as having been created by the same settlement, and an estate or interest by way of resulting use or trust to or for the settlor, or his heirs, executors, or administrators, shall be deemed to be an estate or interest under the same settlement :

The term " landlord " in relation to a holding shall include a superior mesne or immediate landlord or any person for the time being entitled to receive the rents and profits or to take possession of any holding :

The term " tenant " in relation to a holding shall mean any tenant from year to year and any tenant for a life or lives or for a term of years under a lease or contract for a lease, whether the interest of such tenant has been acquired by original contract, lawful assignment, devise, bequest, or act and operation of law, and where the tenancy of any person having been a tenant under a tenancy which does not disentitle him to compensation under this Act is determined or expiring, he

shall, notwithstanding such determination or expiration, be deemed to be a tenant until the compensation, if any, due to him under this Act has been paid or deposited as in this Act provided :

The term "improvements" shall mean in relation to a holding,—

- (1.) Any work which being executed adds to the letting value of the holding on which it is executed, and is suitable to such holding; also,
- (2.) Tillages, manures, or other like farming works, the benefit of which is unexhausted at the time of the tenant quitting his holding.

Special definitions.

68. For the purposes of this Act the terms herein-after mentioned shall have the meanings herein-after assigned to them, and no other meanings, that is to say,—

The term "holding" shall mean a farm or other holding of a tenant which is agricultural or pastoral in its character, or partly agricultural and partly pastoral :

The term "landlord" in relation to a holding shall mean any superior mesne or immediate landlord or any person for the time being entitled to receive the rents and profits or to take possession of any holding :

The term "tenant" in relation to a holding shall mean any tenant from year to year and any tenant for a life or lives or for a term of years under a lease or contract for a lease, and where the tenancy of any person having been a tenant under a tenancy which does not disentitle him to compensation under this Act, is determined or expiring, he shall, notwithstanding such determination or expiration, be deemed to be a tenant until he has received the compensation, if any, due to him under this Act :

The real and personal representatives of any tenant shall also be included under the term "tenant :"

The term "improvements" shall mean in relation to a holding,—

- (1.) Any work which being executed adds to the letting value of the holding on which it is executed : and is suitable to such holding; also,
- (2.) Tillages, manures, fallows, or other like farming works, the benefit of which is unexhausted at the time of the tenant quitting his holding.

CLAUSE E.
Agricultural
holdings
only subject
to Act.

This Act shall not apply to any holding which is not agricultural or pastoral in its character, or partly agricultural and partly pastoral; and the term "holding" shall include all land of the above character held by the same tenant of the same landlord *for the same term and* under the same contract of tenancy.

Short title
of Act.

69. This Act may be cited for all purposes as "The Landlord and Tenant (Ireland) Act, 1870."

Application
of Act.

70. This Act shall apply to Ireland only.

S C H E D U L E.

Arbitrations.

- (1.) If both parties concur a single arbitrator may be appointed :
- (2.) If the single arbitrator dies or becomes incapable to act before he has made his award, the matters referred to him shall be determined by arbitration under the provisions of this Act in the same manner as if no appointment of an arbitrator had taken place :
- (3.) If both parties do not concur in the appointment of a single arbitrator, each party on the request of the other party shall appoint an arbitrator :
- (4.) An arbitrator shall in all cases be appointed in writing, and the delivery of an appointment to an arbitrator shall be deemed a submission to arbitration on the part of the party by whom the same is made, and after any such appointment has been made neither party shall have power to revoke the same without the consent of the other :
- (5.) If for the space of fourteen days after the service by one party on the other of a request made in writing to appoint an arbitrator such last-mentioned party fails to appoint an arbitrator, then upon such failure the party making the request may apply to the Court, and thereupon the dispute shall be decided by the Court according to the provisions of this Act :
- (6.) If any arbitrator appointed by either party dies or becomes incapable to act before an award has been made the party by whom such arbitrator was appointed may appoint some other person to act in his place, and if for the space of fourteen days after notice in writing from the other party for that purpose he fails to do so the remaining or other arbitrator may proceed ex parte :
- (7.) If where more than one arbitrator has been appointed either of the arbitrators refuses or for fourteen days neglects to act, the other arbitrator may proceed ex parte, and the decision of such arbitrator shall be as effectual as if he had been the single arbitrator appointed by both parties :
- (8.) If, where more than one arbitrator has been appointed, and where neither of them refuses or neglects to act as aforesaid, such arbitrators fail to make their award within twenty-one days after the day on which the last of such arbitrators was appointed, or within such extended time (if any) as may have been appointed for that purpose by

both such arbitrators under their hands, the matters referred to them shall be determined by the umpire to be appointed as hereafter mentioned :

- (9.) Where more than one arbitrator has been appointed, the arbitrators shall, before they enter upon the matters referred to them, appoint by writing under their hands an umpire to decide on any matters on which they may differ :
 - (10.) If the umpire dies or becomes incapable to act before he has made his award, or refuses to make his award within a reasonable time after the matter has been brought within his cognizance, the arbitrators shall forthwith after such death, incapacity, or refusal appoint another umpire in his place :
 - (11.) If in any of the cases aforesaid the said arbitrators refuse, or for fourteen days after request of either party to such arbitration neglect, to appoint an umpire, the Civil Bill Court, as defined by this Act, shall, on the application of either party to such arbitration, appoint an umpire :
 - (12.) The decision of every umpire on the matters referred to him shall be final.
-

Table for Redemption of Annuities or Rent-charges.

Term unexpired.	Redemption Money to be paid in respect of each 10 <i>l.</i> of Annuity.*	Term unexpired.	Redemption Money to be paid in respect of each 10 <i>l.</i> of Annuity.*
	£ s. d.		£ s. d.
1	9 14 10	19	137 18 8
2	19 3 1	20	142 19 5
3	28 4 11	21	147 16 9
4	37 0 6	22	152 10 10
5	45 10 1	23	157 1 8
6	53 13 11	24	161 9 5
7	61 12 2	25	165 14 1
8	69 5 1	26	169 16 0
9	76 12 8	27	173 15 0
10	83 15 3	28	177 11 5
11	90 13 0	29	181 5 2
12	97 6 1	30	184 16 5
13	103 14 7	31	188 5 3
14	109 18 8	32	191 11 8
15	115 18 7	33	194 15 11
16	121 14 5	34	197 17 11
17	127 6 3	35	200 17 10
18	132 14 3		

Note.—This table is calculated on the assumption of the original purchase money being repaid in 35 years with interest at $3\frac{1}{2}$ per cent. payable half-yearly.

* Where the unexpired term includes part of a year such addition, if any, as may be necessary, shall be made to the redemption money in respect of such part of a year.

IRISH LAND BILL, 1870.

R E T U R N

To an Order of the House of Lords,
dated 12th May 1881,

FOR

PRINT of the IRISH LAND BILL, 1870, as read a
first time in the HOUSE of LORDS, showing by
difference of Print or Ink, or by both Methods,
the AMENDMENTS made in the BILL as returned
to the COMMONS, and what afterwards became
of such AMENDMENTS, *i.e.*, whether AGREED TO
or DISAGREED TO or further AMENDED.

(*The Earl Cairns.*)

Ordered to be printed 19th May 1881.

(84.)

Under 5 oz.

IRISH LAND ACT, 1870 (NOTICES TO QUIT).

RETURN to an Order of the Honourable The House of Commons,
dated 18 January 1881 ;—*for*,

RETURN “ of the Number of NOTICES to QUIT served in the respective Years from
1871 to 1880, inclusive, as shown by the STAMPS issued of the Denomination
required for such Notices according to the Provisions of the LAND ACT of 1870.”

I R E L A N D.

RETURN showing the Number of STAMPS denoted by means of the Appropriated Die
upon NOTICES to QUIT in the following periods.

							Stamps.
From 16th October to 31st December 1875	-	-	-	-	-	-	403
Year ended 31st December 1876	-	-	-	-	-	-	5,531
„ „ 1877	-	-	-	-	-	-	6,087
„ „ 1878	-	-	-	-	-	-	4,493
„ „ 1879	-	-	-	-	-	-	3,164
„ „ 1880	-	-	-	-	-	-	1,894

N.B.—The Appropriated Die for Notices to Quit (Ireland) was brought into use on
the 16th October 1875. Previous to that time such duties were denoted by the General
Duty Die, and no separate account was kept.

Stamps and Taxes, }
Dublin, 26 January 1881. }

Wm. E. Phelps, Comptroller.

IRISH LAND ACT, 1870 (NOTICES
TO QUIT).

RETURN of the Number of NOTICES to QUIT
served in the respective Years from 1871 to
1880, inclusive, as shown by the STAMPS issued
of the Denomination required for such Notices
according to the Provisions of the LAND ACT of
1870.

(*The O'Donoghue.*)

*Ordered, by The House of Commons, to be Printed,
3 February 1881.*

R E T U R N

(Pursuant to an Order of the HOUSE OF LORDS, dated 25th July 1881,)

OF

REPRINT of the TABLES published in the JUDICIAL STATISTICS OF IRELAND of PROCEEDINGS under the LANDLORD AND TENANT (IRELAND) ACT, 1870, in each Year since the passing of that Act up to 31st December 1879; and similar Return for the Year 1880.

(The Lord Privy Seal.)

Ordered to be printed 25th July 1881.

Landlord and Tenant (Ireland).

Reprint of the Tables published in the Judicial Statistics of Ireland of Proceedings under the Landlord and Tenant (Ireland) Act, 1870, in each Year since the passing of that Act up to 31st December 1879 ; and similar Return for the Year 1880.

COURTS OF CHAIRMEN OF COUNTIES AND RECORDERS.—TABLE 3.—RETURN of PROCEEDINGS in the Years 1870 and 1871, under the Landlord and Tenant (Ireland) Act, 1870, from Returns made by the CLERKS of the PEACE.

PROCEEDINGS.	Antrim.	Armagh.	Carlow.	Cavan.	Clare.	Cork, East Riding.	Cork, West Riding.	Cork, City of.	Donegal.	Down.	Dublin County.	Dublin City.	Fermanagh.	Galway.	Galway, Town of.	Kerry.	Kildare.	Kilkenny.	King's County.	Leitrim.	Limerick.	Londonderry.	Longford.	Louth.	Mayo.	Meath.	Monaghan.	Queen's County.	Roscommon.	Sligo.	Tipperary.	Tyrone.	Waterford.	Westmeath.	Wexford.	Wicklow.	
Notices of claims lodged	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
1. Under Ulster Tenant-right or similar usage	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	1	.	.	.	.	.	.	
(a) Where sole ground of claim	9	9	.	.	.	.	.	.	19	8	.	.	.	.	.	.	.	.	.	.	.	21	.	.	.	.	1	.	.	.	.	.	5	.	.	.	
(b) Where joined with other grounds of claim	11	5	.	.	.	.	.	.	8	4	.	.	27	.	.	.	.	.	.	.	.	23	.	.	.	1	.	.	.	1	30	.	.	.	.	.	
2. For loss on quitting holding—	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	
(a) Where sole ground of claim	2	.	3	1	.	2	1	.	1	6	.	.	2	.	.	.	3	.	.	1	2	11	.	1	3	9	.	2	.	1	10	1	.	.	2		
(b) Where joined with other grounds of claim	32	29	5	2	5	21	23	.	11	13	4	.	43	21	.	7	8	.	.	32	6	9	.	1	40	.	1	8	13	12	3	41	.	5	4		
3. For incoming payments—	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	
(a) Where sole ground of claim	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	
(b) Where joined with other grounds of claim	.	.	.	.	.	.	.	.	2	.	.	.	.	.	.	.	.	.	.	.	.	3	.	.	.	.	.	.	.	2	.	1	.	.	1		
4. For improvements—	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	
(a) Where sole ground of claim	1	.	1	.	.	6	9	.	1	2	.	.	2	.	.	.	.	.	.	2	6	2	.	.	5	.	1	2	.	.	.	.	2	.	.		
(b) Where joined with other grounds of claim	32	28	4	.	2	.	.	.	14	15	4	.	43	15	.	7	8	.	.	.	6	33	1	1	.	1	8	16	1	.	43	8	5	.	.		
CASES DISPOSED OF AT LAND SESSIONS.																																					
Total cases	52	41	8	5	5	29	34	.	21	24	5	.	39	11	.	6	10	2	.	14	12	51	1	2	18	3	3	12	8	5	19	51	18	6	5	6	
Cases withdrawn and settled	12	8	3	.	3	11	12	.	9	5	.	.	14	1	.	1	4	.	.	7	5	17	.	.	3	2	.	4	4	.	3	9	1	3	.	10	
Decrees	27	11	1	5	2	7	10	.	8	10	1	.	10	5	.	2	4	1	.	4	2	29	.	.	7	1	3	2	2	5	2	20	5	2	5	4	
Dismisses	7	5	3	.	.	6	12	.	4	3	1	.	5	5	.	3	2	.	.	3	.	4	1	2	5	.	6	2	.	8	4	2	.	2	2		
Referred to arbitration	.	.	.	.	.	[7]	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	1	.	.	.	.	.	.	.	.	2	.	.	.	.		
Postponed and adjourned	6	17	1	.	.	5	.	.	.	6	3	.	10	.	.	.	1	.	.	.	5	.	.	3	.	.	.	.	.	6	1	9	1	.	.		
Ruled "nil"	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	15	1	.	.	.	.	
APPEALS.																																					
Appeals to Judge of Assize lodged	6	.	1	.	1	1	1	.	3	1	.	No Return.	1	1	.	2	2	.	.	1	.	10	.	.	.	3	.	2	1	3	2	5	.	1	3	1	
Appeals to Judge of Assize heard	5	.	1	.	c1	1	.	.	3	1	.	No Return.	.	1	.	1	.	.	.	.	.	5	.	.	.	.	1	1	3	.	5	.	1	2	1		
Judgments affirmed	1	.	1	.	.	.	.	.	2	.	.	No Return.	.	1	.	1	.	.	.	.	.	3	.	.	.	.	.	.	.	.	2	.	.	1	1	1	
Judgments reversed	1	.	.	.	.	.	.	.	d1	.	.	No Return.	.	.	.	.	.	.	.	.	.	1	.	.	.	.	.	.	.	.	.	.	.	1	.		
Judgments varied	3	.	.	.	1	.	.	.	1	.	.	No Return.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	1	1	2	.	3	.	1	.	.		
Judgments held over	.	.	.	.	.	1	.	.	.	.	.	No Return.	.	.	.	.	.	.	.	.	.	1	.	.	.	.	.	.	1	.	.	.	.	.	.		
Cases reserved for Court of Land Cases reserved	.	.	.	.	.	.	.	.	.	.	.	No Return.	.	.	.	1	.	.	.	.	.	1	.	.	.	.	.	.	.	.	.	.	.	.	.		
Cases reserved for Court of Land Cases heard	.	.	.	.	.	.	.	.	.	.	.	No Return.	.	.	.	1	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.		
Judgments affirmed	.	.	.	.	.	.	.	.	.	.	.	No Return.	.	.	.	1	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.		
Judgments reversed	.	.	.	.	.	.	.	.	.	.	.	No Return.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.		
Judgments varied	.	.	.	.	.	.	.	.	.	.	.	No Return.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.		
OTHER PROCEEDINGS.																																					
Awards on arbitration recorded	.	.	.	.	.	.	.	1	.	.	.	.	.	.	.	.	.	.	.	.	.	2	.	.	.	.	.	.	.	.	.	.	.	.	.	.	
Awards rejected by Court	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	1	.	.	.	.	.	.	.	.	.	.	.	.	.	.	
Compensation charged on holding under 27th section	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	1	.	.	.	.	.	.	.	.	.	.	.	.	.	.	
Application by Lessors to confirm acceptance of lease	Not returned.	.	.	.	.	.	.	.	.	.	.	Not returned.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	
Application by Lessees to confirm granting of lease	Not returned.	.	.	.	.	.	.	.	.	.	.	Not returned.	.	.	.	.	.	.	.	.	.	1	.	1	1	.	.	.	.	.	.	.	.	1	.		
Leases confirmed, 28th section	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	1	.	.	.	.	.	.	.	.	.	.	.	.	
Leases confirmed with modification	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	
Leases which the Court refused to confirm	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	
Notices—(a) By Landlord of intention to register improvements	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	1	.	.	.	.	.	.	.	.	.	.	.	.	.	.	
(b) By Tenant of intention to register improvements	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	

a Not including city of Dublin, but no proceedings for holdings such as fall within the Land Act are likely to be within the city of Dublin boundary.
b Referred to arbitration, and when landlord refused to abide by, were dismissed.
c A dismiss at Land Sessions was settled on appeal, at suggestion of Judge of Assize.
d These figures do not include the counties of Antrim, Down, Dublin, Dublin City, Kildare, Monaghan, and Queen's county.

COURTS of CHAIRMEN of COUNTIES and RECORDERS.—TABLE 4. PROCEEDINGS at LAND SESSIONS under the Landlord and Tenant (Ireland) Act, 1870, showing AMOUNT CLAIMED and AWARDED with COSTS.

PROCEEDINGS.	Total of 29 LAND COURTS in Ireland (no Return from Seven Land Courts).			ANTRIM.	ARMAGH.	CARLOW.	CAVAN.								
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.			
Amount of all Claims lodged -	142,307	13	0	12,686	4	6	4,719	8	11	761	12	10	255	3	8
Amount claimed in Cases settled or disposed of otherwise than by Decree or Dismissal on hearing.	80,604	7	11	2,022	18	9	1,900	7	9	479	10	5	—		
Amount claimed in Cases on Dismissal on hearing.	19,609	2	4	1,364	6	0	1,028	6	4	223	17	5	—		
Amount claimed in Cases in which there were decrees.	42,094	2	9	9,298	19	9	1,790	14	10	48	5	0	255	3	8
COMPENSATION AWARDED AT LAND SESSIONS.															
Amount of Claims established by Decrees.	13,663	11	5	3,093	7	4	557	4	8	12	0	0	145	11	4
Amount allowed in Decrees for set-off, objection, default, or conduct of Tenant.	2,207	1	0	167	15	8	198	9	6	3	10	0	35	3	8
Net sums decreed or paid to Claimant.	11,456	10	5	2,925	11	8	358	15	2	8	10	0	110	7	8
APPEALS TO JUDGE OF ASSIZE.															
Amount by which net sums in original Decrees increased.	373	5	10	172		9	—			—			—		
Amount by which net sums in original Decrees reduced.	240	5	0				—			—			—		
CASES IN COURT OF LAND CASES RESERVED.															
Amount by which net sums in previous Decrees increased.	—						—			—			—		
Amount by which net sums in previous Decrees reduced.	—						—			—			—		
OTHER PROCEEDINGS.															
Amount of Compensation awarded in arbitrations recorded.	20	0	0				—			—			—		
Amount lodged by Respondents under 21st section.	1,797	16	8				—			—			—		
Amount of Compensation paid out by Clerk of Peace.	1,396	12	2				—			—			—		
Amount charged upon Holdings under 27th section.	—						—			—			—		
COSTS AND EXPENSES ALLOWED.															
To Claimants in Decrees -	463	14	1	Not returned.			14	14	6	—			—		
„ Respondents in Dismisses -	133	2	8				4	6	0	—			—		
„ Claimants on Appeals at Assizes	22	8	4				—			—			—		
„ Respondents on Appeals at Assizes.	—						—			—			—		
„ Claimants on Cases reserved -	—						—			—			—		
„ Respondents on Cases reserved -	—						—			—			—		
SCALE OF COMPENSATION FOR LOSS ON QUITTING HOLDING : Number of Cases—(1) where Decrees were made; (2) of Appeal, where each Class of the Scale was claimed and allowed.															
1. Not exceeding 7 Years' and above 5 Years' Rent.	40	12	.	.	.	.	.	.	1	.	.	.	.	.	.
2. Not exceeding 5 Years' and above 4 Years' Rent—															
(a.) With Minor Improvements.	23	11	3	1	.	.	.	.	.	.	.	.	.	1	.
(b.) Without Minor Improvements.	1	1	.	.	.	.	.	.	.	.	.	.	.	.	.
3. Not exceeding 4 Years' and above 3 Years' Rent—															
(a.) With Minor Improvements.	8	5	.	1	.	.	.	.	.	.	.	.	.	.	.
(b.) Without Minor Improvements.	.	.	.	.	.	.	.	.	.	.	0	.	.	.	.
4. Not exceeding 3 Years' and above 2 Years' Rent.	7	8	1	1	.	.	.	.	3	.	.	.	.	.	.
5. Not exceeding 2 Years' and above 1 Year's Rent.	7	6	2	1	.	.	.	.	2	.	.	.	1	.	.
6. Not exceeding 1 Year's Rent	1	2	.	.	.	.	.	.	.	.	.	.	.	.	.
	87	45	6	4	.	.	.	.	8	.	.	.	1	.	.

COURTS of CHAIRMEN of COUNTIES and RECORDERS.—TABLE 4. PROCEEDINGS at LAND SESSIONS under the Landlord and Tenant (Ireland) Act, 1870, showing AMOUNT CLAIMED and AWARDED with COSTS—*continued*.

PROCEEDINGS.	CLARE.	CORK, EAST RIDING.	CORK, WEST RIDING.	CORK CITY (Recorder).	DONEGAL.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Amount of all Claims lodged -	1,646 1 6	5,519 3 5	7,959 2 10	—	a12,469 19 2
Amount claimed in Cases settled or disposed of otherwise than by Decree or Dismiss on hearing.	1,082 15 6	2,942 5 3	5,433 2 10	—	b9,081 19 2
Amount claimed in Cases on Dismiss on hearing.	—	1,606 10 0	310 0 0	—	c1,080 0 0
Amount claimed in Cases in which there were Decrees.	563 6 0	970 8 2	2,216 0 0	—	d2,308 0 0
COMPENSATION AWARDED AT LAND SESSIONS.					
Amount of Claims established by Decrees.	104 3 0	284 5 0	772 13 8	—	e810 12 0
Amount allowed in Decrees for set-off, objection, default or conduct of Tenant.	77 3 0	143 5 0	227 16 6	—	f96 4 0
Net sums decreed or paid to Claimant.	27 0 0	141 0 0	544 17 2	—	g714 8 0
APPEALS TO JUDGE OF ASSIZE.					
Amount by which net sums in original Decrees increased.	88 11 6	—	—	—	6 0 0
Amount by which net sums in original Decrees reduced.	—	—	—	—	—
CASES IN COURT OF LAND CASES RESERVED.					
Amount by which net sums in previous Decrees increased.	—	—	—	—	—
Amount by which net sums in previous Decrees reduced.	—	—	—	—	—
OTHER PROCEEDINGS.					
Amount of Compensation awarded in arbitrations recorded.	—	—	—	—	—
Amount lodged by Respondents under 21st section.	—	—	—	—	—
Amount of Compensation paid out by Clerk of Peace.	—	—	—	—	(1870)194 8 0
Amount charged upon Holdings under 27th section.	—	—	—	—	—
COSTS AND EXPENSES ALLOWED.					
To Claimants in Decrees -	9 15 0	27 4 5	53 5 8	—	h28 14 4
„ Respondents in Dismisses -	—	i18 9 8	—	—	k18 1 0
„ Claimants on Appeals at Assizes	—	—	—	—	—
„ Respondents on Appeals at Assizes.	—	—	—	—	—
„ Claimants on Cases reserved -	—	—	—	—	—
„ Respondents on Cases reserved -	—	—	—	—	—

SCALE OF COMPENSATION FOR LOSS ON QUITTING HOLDING																
Number of Cases—(1) where Decrees were made; (2) of Appeal, where each Class of the Scale was claimed and allowed.																
	Where Decrees were made.		In Cases of Appeal.		Where Decrees were made.		In Cases of Appeal.		Where Decrees were made.		In Cases of Appeal.		Where Decrees were made.		In Cases of Appeal.	
	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.	Allowed.
1. Not exceeding 7 Years' and above 5 Years' Rent.	1	1	.	.	9	.	.	.	.	.	.	.	.	.	.	.
2. Not exceeding 5 Years' and above 4 Years' Rent—	.	.	.	.	79	.	.	.	1	.	.	.	.	.	.	.
(a.) With Minor Improvements.	.	.	.	.	.	.	.	.	1	.	.	.	.	.	.	.
(b.) Without Minor Improvements.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
3. Not exceeding 4 Years' and above 3 Years' Rent—	.	.	.	.	m3	.	.	.	.	.	.	.	.	.	.	.
(a.) With Minor Improvements.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
(b.) Without Minor Improvements.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
4. Not exceeding 3 Years' and above 2 Years' Rent.	1	.	1	1	2	.	.	.	1	.	.	.	.	.	.	.
5. Not exceeding 2 Years' and above 1 Year's Rent.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
6. Not exceeding 1 Year's Rent	1	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
	2	1	1	1	23	.	.	.	2	1	.	.	.	.	.	.

a. Including 1,520*l.* for the year 1870.

b. Including 1,150*l.* for 1870.

c. Including 70*l.* for 1870.

d. Including 300*l.* for 1870.

e. Including 210*l.* 12*s.* for 1870.

f. Including 16*l.* 4*s.* for 1870.

g. Including 194*l.* 8*s.* for 1870.

h. Including 4*l.* 11*s.* 8*d.* for 1870.

i. Two of the 6 Dismisses not filed or costs made out.

j. Not stated in return whether with or without Minor Improvements.

k. Including 2*l.* 3*s.* for 1870.

COURTS of CHAIRMEN of COUNTIES and RECORDERS.—TABLE 4. PROCEEDINGS at LAND SESSIONS under the Landlord and Tenant (Ireland) Act, 1870, showing AMOUNT CLAIMED and AWARDED with COSTS—continued.

PROCEEDINGS.	DOWN.			DUBLIN COUNTY.			DUBLIN CITY.			FERMANAGH.			GALWAY COUNTY including GALWAY TOWN (Recorder's Court).		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
Amount of all Claims lodged -	3,891	1	6	1,590	8	3				10,328	1	4	2,905	9	5
Amount claimed in Cases settled or disposed of otherwise than by Decree or Dismiss on hearing.	1,294	15	6	566	14	0				6,544	15	10	61,316	14	0
Amount claimed in Cases on Dismiss on hearing.	954	2	6	98	1	6				541	6	6	780	14	5
Amount claimed in Cases in which there were Decrees.	1,642	3	6	925	12	9				3,241	19	0	808	1	0
COMPENSATION AWARDED AT LAND SESSIONS.															
Amount of Claims established by Decrees.	925	7	10	158	10	0				449	11	6	107	2	5
Amount allowed in Decrees for set-off, objection, default or conduct of Tenant.	—			—						62	16	2	—		
Net sums decreed or paid to Claimant.	925	7	10	158	10	0				386	15	4	107	2	5
APPEALS TO JUDGE OF ASSIZE.															
Amount by which net sums in original Decrees increased.										—					
Amount by which net sums in original Decrees reduced.										—					
CASES IN COURT OF LAND CASES RESERVED.															
Amount by which net sums in previous Decrees increased.										—					
Amount by which net sums in previous Decrees reduced.										—					
OTHER PROCEEDINGS.															
Amount of Compensation awarded in arbitrations recorded.										—					
Amount lodged by Respondents under 21st section.										—					
Amount of Compensation paid out by Clerk of Peace.										—					
Amount charged upon Holdings under 27th section.										—					
COSTS AND EXPENSES ALLOWED.															
To Claimants in Decrees -										—			14	9	0
„ Respondents in Dismisses -										—			13	9	0
„ Claimants on Appeals at Assizes										—			—		
„ Respondents on Appeals at Assizes.										—			—		
„ Claimants on Cases reserved -										—			—		
„ Respondents on Cases reserved -										—			—		
SCALE OF COMPENLATION FOR LOSS ON QUITTING HOLDING :															
Number of Cases—(1) where Decrees were made ; (2) Cf Appeal, where each Class of the Scale was claimed and allowed.	Where Decrees were made.	In Cases of Appeal.		Where Decrees were made.	In Cases of Appeal.		Where Decrees were made.	In Cases of Appeal.		Where Decrees were made.	In Cases of Appeal.		Where Decrees were made.	In Cases of Appeal.	
	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.
1. Not exceeding 7 Years' and above 5 Years' Rent.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
2. Not exceeding 5 Years' and above 4 Years' Rent—															
(a.) With Minor Improvements.	.	.	.	.	.	.	.	.	.	1	3	.	.	.	.
(b.) Without Minor Improvements.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
3. Not exceeding 4 Yeass' and above 3 Years' Rent—															
(a.) With Minor Improvements.	.	.	.	.	.	.	.	.	.	3	3	.	.	.	.
(b.) Without Minor Improvements.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
4. Not exceeding 3 Years' and above 2 Years' Rent.	.	.	.	.	.	.	.	.	.	.	3	.	.	.	.
5. Not exceeding 2 Years' and above 1 Year's Rent.	.	.	.	.	.	.	.	.	.	.	1	.	.	.	.
6. Not exceeding 1 Year's Rent	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
	.	.	.	.	.	.	.	.	.	10	10	.	.	.	.

a. Including 898*l.* 15*s.* for 1870.
d. Including 265*l.* for 1870.
(181.)

b. Including 572*l.* 7*s.* for 1870.
e. Including 28*l.* 9*s.* 2*d.* for 1870.
A 4

c. Including 614*l.* 8*s.* for 1870.
f. Including 2*l.* 3*s.* for 1870.
g. Including 2*l.* 2*s.* for 1870.

COURTS of CHAIRMEN of COUNTIES and RECORDERS.—TABLE 4. PROCEEDINGS at LAND SESSIONS under the Landlord and Tenant (Ireland) Act, 1870, showing AMOUNT CLAIMED and AWARDED with COSTS—*continued*.

PROCEEDINGS.	KERRY.			KILDARE.			KILKENNY COUNTY.			KING'S.			LEITRIM.		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
Amounts of all Claims lodged	1,434	9	6	1,178	10	8	170	0	0	—	—	—	18,980	8	6
Amount claimed in Cases settled or disposed of otherwise than by Decree or Dismiss on hearing.	448	0	0	647	16	6	146	10	0	—	—	—	16,044	5	4
Amount claimed in Cases on Dismiss on hearing.	605	3	0	80	6	2	—	—	—	—	—	—	2,712	13	3
Amount claimed in Cases in which there were Decrees.	381	6	6	450	8	0	23	10	0	—	—	—	223	10	0
COMPENSATION AWARDED AT LAND SESSIONS.															
Amount of Claims established by Decrees.	218	19	6	70	4	0	8	0	0	—	—	—	109	5	0
Amount allowed in Decrees for set-off, objection, default or conduct of Tenant.	109	1	11	—	—	—	7	0	0	—	—	—	51	0	11
Net sums decreed or paid to Claimant.	109	17	7	70	4	0	1	0	0	—	—	—	58	4	1
APPEALS TO JUDGE OF ASSIZE.															
Amount by which net sums in original Decrees increased.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Amount by which net sums in original Decrees reduced.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
CASES IN COURT OF LAND CASES RESERVED.															
Amount by which net sums in previous Decrees increased.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Amount by which net sums in previous Decrees reduced.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
OTHER PROCEEDINGS.															
Amount of Compensations awarded in arbitrations recorded.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Amount lodged by Respondents under 21st section.	—	—	—	—	—	—	—	—	—	—	—	—	54	19	6
Amount of Compensation paid out by Clerk of Peace.	—	—	—	—	—	—	—	—	—	—	—	—	54	17	0
Amount charged upon Holdings under 27th section.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
COSTS AND EXPENSES ALLOWED.															
To Claimants in Decrees	10	8	8	Not returned.	—	—	2	5	6	—	—	—	7	8	0
„ Respondents in Dismisses	13	15	0		—	—	—	—	—	—	—	—	4	11	8
„ Claimants on Appeals at Assizes	—	—	—		—	—	—	—	—	—	—	—	—	—	—
„ Respondents on Appeals at Assizes.	—	—	—		—	—	—	—	—	—	—	—	—	—	—
„ Claimants on Cases reserved	—	—	—		—	—	—	—	—	—	—	—	—	—	—
„ Respondents on Cases reserved	—	—	—		—	—	—	—	—	—	—	—	—	—	—
SCALE OF COMPENSATION FOR LOSS ON QUITTING HOLDING:															
Number of Cases—(1) where Decrees were made; (2) of Appeal, where each Class of the Scale was claimed and allowed.	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.
1. Not exceeding 7 Years' and above 5 Years' Rent.	.	.	.	.	.	.	1	1	.	.	.	.	3	3	.
2. Not exceeding 5 Years' and above 4 Years' Rent—	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
(a.) With Minor Improvements.	2	2	.	.	.	.	.	.	.	.	.	.	1	1	.
(b.) Without Minor Improvements.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
3. Not exceeding 4 Years' and above 3 Years' Rent—	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
(a.) With Minor Improvements.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
(b.) Without Minor Improvements.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
4. Not exceeding 3 Years' and above 2 Years' Rent.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
5. Not exceeding 2 Years' and above 1 Year's Rent.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
6. Not exceeding 1 Year's Rent	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
	2	2	.	.	.	.	1	1	.	.	.	.	4	4	.

a. Including 3,055*l.* 2*s.* for 1870.

COURTS of CHAIRMEN of COUNTIES and RECORDERS.—TABLE 4. PROCEEDINGS at LAND SESSIONS under the Landlord and Tenant (Ireland) Act, 1870, showing AMOUNT CLAIMED and AWARDED with COSTS—*continued*.

PROCEEDINGS.	LIMERICK.	LONDONDERRY.	LONGF RD.	LOUTH.	MAYO.											
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.											
Amount of all Claims lodged -	4,311 17 9	15,163 17 1	141 8 0	95 0 10	4,835 10 6											
Amount claimed in Cases settled or disposed of otherwise than by Decree or Dismiss on hearing.	3,047 14 3	8,958 4 1	—	—	3,574 11 9											
Amount claimed in Cases on Dismiss on hearing.	973 1 3	2,046 0 0	141 8 0	95 0 0	539 11 6											
Amount claimed in Cases in which there were Decrees.	291 2 3	4,159 13 0	—	—	721 7 3											
COMPENSATION AWARDED AT LAND SESSIONS.																
Amount of Claims established by Decrees.	147 12 2	2,119 5 9	—	—	217 7 6											
Amount allowed in Decrees for set-off, objection, default or conduct of Tenant.	46 19 11	543 12 11	—	—	157 4 9											
Net sums decreed or paid to Claimant.	100 12 3	1,575 12 10	—	—	60 2 9											
APPEALS TO JUDGE OF ASSIZE.																
Amount by which net sums in original Decrees increased.	—	—	—	—	—											
Amount by which net sums in original Decrees reduced.	—	—	—	—	—											
CASES IN COURT OF LAND CASES RESERVED.																
Amount by which net sums in previous Decrees increased.	—	—	—	—	—											
Amount by which net sums in previous Decrees reduced.	—	—	—	—	—											
OTHER PROCEEDINGS.																
Amount of Compensation awarded in arbitrations recorded.	—	20 0 0	—	—	—											
Amount lodged by Respondents under 21st section.	—	782 19 0	—	—	—											
Amount of Compensation paid out by Clerk of Peace.	—	187 9 0	—	—	—											
Amount charged upon Holdings under 27th section.	—	—	—	—	—											
COSTS AND EXPENSES ALLOWED.																
To Claimants in Decrees -	8 1 4	86 0 0	—	—	16 6 8											
„ Respondents in Dismisses -	10 10 8	7 10 0	2 3 0	4 4 8	5 12 8											
„ Claimants on Appeals at Assizes	—	—	—	—	—											
„ Respondents on Appeals at Assizes.	—	—	—	—	—											
„ Claimants on Cases reserved -	—	—	—	—	—											
„ Respondents on Cases reserved -	—	—	—	—	—											
SCALE OF COMPENSATION FOR LOSS ON QUITTING HOLDING :																
Number of Cases—(1) where Decrees were made; (2) of Appeal, where each Class of the Scale was claimed and allowed.																
1. Not exceeding 7 Years' and above 5 Years' Rent.																
2. Not exceeding 5 Years' and above 4 Years' Rent—																
(a.) With Minor Improvements.																
(b.) Without Minor Improvements.																
3. Not exceeding 4 Years' and above 3 Years' Rent—																
(a.) With Minor Improvements.																
(b.) Without Minor Improvements.																
4. Not exceeding 3 Years' and above 2 Years' Rent.																
5. Not exceeding 2 Year's and above 1 Year's Rent.																
6. Not exceeding 1 Year's Rent -																
2 2 5 5																

^a Including 169*l.* 12*s.* 2*d.* for year 1870.

^b Information as to the scale of compensation not given in Return for Londonderry.

^c Not stated in Return whether with or without Minor Improvements.

COURTS OF CHAIRMEN OF COUNTIES and RECORDERS.—TABLE 4. PROCEEDINGS at LAND SESSIONS under the Landlord and Tenant (Ireland) Act, 1870, showing AMOUNT CLAIMED and AWARDED with COSTS—*continued*.

PROCEEDINGS.	MEATH.			MONAGHAN.			QUEEN'S.			ROSCOMMON.			SLIGO.			
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	
Amount of all Claims lodged -	3,116	14	7	1,107	19	6	2,102	8	1	1,925	16	7	44,178	9	10	
Amount claimed in Cases settled or disposed of otherwise than by Decree or Dismiss on hearing.	2,985	4	3	—			418	16	2	1,614	17	1	17,13	0	11	
Amount claimed in Cases on Dismiss on hearing.	—			—			1,425	4	5	65	0	0	—			
Amount claimed in Cases in which there were Decrees.	131	10	4	1,107	19	6	258	7	6	245	19	6	2,465	8	11	
COMPENSATION AWARDED AT LAND SESSIONS.																
Amount of Claims established by Decrees.	75	2	0	373	0	0	41	17	6	45	0	0	6277	0	0	
Amount allowed in Decrees for set-off, objection, default, or conduct of Tenant.	—			12	7	9	13	2	6	—			3	15	0	
et sums decreed or paid to Claimant.	75	2	0	360	12	3	28	15	0	45	0	0	273	5	0	
APPEALS TO JUDGE OF ASSIZE.																
Amount by which net sums in original Decrees increased.	—			—			—			19	19	4	62	1	0	
Amount by which net sums in original Decrees reduced.	—			142	16	2	10	0	0	—			—			
CASES IN COURT OF LAND CASES RESERVED.																
Amount by which net sums in previous Decrees increased.	—									—			—			
Amount by which net sums in previous Decrees reduced.	—									—			—			
OTHER PROCEEDINGS.																
Amount of Compensation awarded in arbitrations recorded.	—									—			—			
Amount lodged by Respondents under 21st section.	—									—			246	0	0	
Amount of Compensation paid out by Clerk of Pence	—									—			246	0	0	
Amount charged upon Holdings under 27th Section.	—									—			—			
COSTS AND EXPENSES ALLOWED.																
To Claimants in Decrees -	2	10	0	Not returned.			Not returned.			5	13	4	5	13	0	
„ Respondents in Dismisses -	4	11	8							3	16	8	—	—		
„ Claimants on Appeals at Assizes	—									7	8	8	4	11	8	
„ Respondents on Appeals at Assizes.	—									—			—	—		
„ Claimants on Cases reserved -	—									—			—	—		
„ Respondents on Cases reserved -	—									—			—	—		
SCALE OF COMPENSATION FOR LOSS ON QUITTING HOLDING :																
Number of Cases—(1) where Decrees were made ; (2) of Appeal, where each Class of the Scale was claimed and allowed.	Where Decrees were made.		In Cases of Appeal.		Where Decrees were made.		In Cases of Appeal.		Where Decrees were made.		In Cases of Appeal.		Where Decrees were made.		In Cases of Appeal.	
	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.	Allowed.
1. Not exceeding 7 Years' and above 5 Years' Rent.	2	2	.	.	.	.	.	.	.	.	.	.	.	.	.	.
2. Not exceeding 5 Years' and above 4 Years' Rent—	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
(a.) With Minor Improvements.	.	.	.	.	.	.	.	.	.	2	2	1	1	1	.	1
(b.) Without Minor Improvements.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
3. Not exceeding 4 Years' and above 3 Years' Rent—	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
(a.) With Minor Improvements.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
(b.) Without Minor Improvements.	.	.	.	.	.	.	.	.	.	.	.	.	.	2	.	.
4. Not exceeding 3 Years' and above 2 Years' Rent.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
5. Not exceeding 2 Years' and above 1 Year's Rent.	.	.	.	.	.	.	.	.	.	.	.	.	.	2	.	1
6. Not exceeding 1 Year's Rent -	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
	2	2	.	.	.	.	.	.	.	2	2	1	1	3	.	1

a Including 55l. 12s. 6d. for the year 1870.

b Including a decision on claim for improvements to be registered ; part of claim allowed, but without sums of money allowed. The claim was for 1,013l.

COURTS of CHAIRMEN of COUNTIES and RECORDERS.—TABLE 4. PROCEEDINGS at LAND SESSIONS under the Landlord and Tenant (Ireland) Act, 1870, showing AMOUNT CLAIMED and AWARDED with COSTS—concluded.

PROCEEDINGS.	TIPPERARY.		TYRONE.		WATERFORD.		WESTMEATH.		WEXFORD.		WICKLOW.	
	£	s. d.	£	s. d.	£	s. d.	£	s. d.	£	s. d.	£	s. d.
Amount of all Claims lodged -	2,462	1 8	8,475	0 8	2,655	12 5	778	17 0	547	0 6	3,904	12 0
Amount claimed in Cases settled or disposed of otherwise than by Decree or Dismiss on hearing.	434	11 0	5,260	16 10	2,015	1 4	544	19 6	—		84	0 0
Amount claimed in Cases on Dismiss on hearing.	1,679	18 8	496	4 0	446	1 7	—		—		306	5 0
Amount claimed in Cases in which there were Decrees.	347	12 0	2,717	19 0	204	9 6	233	17 6	547	0 6	3,514	7 0
COMPENSATION AWARDED AT LAND SESSIONS.												
Amount of Claims established by Decrees.	166	11 6	1,482	0 2	235	10 6	165	14 6	136	16 7	353	16 0
Amount allowed in Decrees for set-off, objection, default, or conduct of Tenant.	—		185	14 0	35	18 4	17	14 6	8	15 0	2	10 0
Net sums decreed - or paid to Claimant.	166	11 6	1,296	6 2	199	12 2	148	0 0	128	1 7	351	6 0
APPEALS TO JUDGE OF ASSIZE.												
Amount by which net sums in original Decrees increased.	—		24	7 3	—		—		—		—	
Amount by which net sums in original Decrees reduced.	—		—		—		40	0 0	47	8 10	—	
CASES IN COURT OF LAND CASES RESERVED.												
Amount by which net sums in previous Decrees increased.	—		—		—		—		—		—	
Amount by which net sums in previous Decrees reduced.	—		—		—		—		—		—	
OTHER PROCEEDINGS.												
Amount of Compensation awarded in arbitrations recorded.	—		—		—		—		—		—	
Amount lodged by Respondents under 21st section.	—		713	18 2	—		—		—		—	
Amount of Compensation paid out by Clerk of Peace.	—		713	18 2	—		—		—		—	
Amount charged upon Holdings under 27th section.	—		—		—		—		—		—	
COSTS AND EXPENSES ALLOWED.												
To Claimants in Decrees -	8	16 0	89	5 8	55	0 0	2	3 0	9	14 0	6	6 0
„ Respondents in Dismisses -	—		12	0 0	10	0 0	—		—		—	
„ Claimants on Appeals at Assizes -	—		10	8 0	—		—		—		—	
„ Respondents on Appeals at Assizes -	—		—		—		—		—		—	
„ Claimants on Cases reserved -	—		—		—		—		—		—	
„ Respondents on Cases reserved -	—		—		—		—		—		—	
SCALE OF COMPENSATION FOR LOSS ON QUITTING HOLDING :												
Number of Cases—(1) where Decrees were made; (2) of Appeal, where each Class of the Scale was claimed and allowed.	Where Decrees were made.		In Cases of Appeal.		Where Decrees were made.		In Cases of Appeal.		Where Decrees were made.		In Cases of Appeal.	
	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.	Allowed.	Claimed.	Allowed.
1. Not exceeding 7 Years' and above 5 Years' Rent.	1	1	.	.	4	1	.	.	1	1	.	.
2. Not exceeding 5 Years' and above 4 Years' Rent—	.	.	.	.	.	.	.	.	.	.	.	.
(a.) With Minor Improvements.	.	.	.	.	2	.	1	.	1	1	.	.
(b.) Without Minor Improvements.	.	.	.	.	.	.	.	.	.	.	.	.
3. Not exceeding 4 Years' and above 3 Years' Rent—	.	.	.	.	.	.	.	.	.	.	.	.
(a.) With Minor Improvements.	1	1	.	.	1	.	.	.	.	.	.	.
(b.) Without Minor Improvements.	.	.	.	.	.	.	.	.	.	.	.	.
4. Not exceeding 3 Years' and above 2 Years' Rent.	.	.	.	.	4	.	.	.	.	.	.	.
5. Not exceeding 2 Years' and above 1 Year's Rent.	.	.	.	.	1	.	.	.	.	.	1	.
6. Not exceeding 1 Year's Rent -	1	1	.	.	1	.	.	.	.	.	.	.
	3	3	.	.	7	7	1	1	2	2	4	1

a Including 325*l.* 18*s.* for the year 1870.

b Information as to scale of compensation not given for Waterford.

IRELAND.

1872.

COURTS OF CHAIRMEN OF COUNTIES AND COURTS OF RECORDERS—TABLE 3.—PROCEEDINGS under the

COUNTIES ARRANGED IN PROVINCES.	Number of Places at which Land Sessions were held.	NUMBER OF CASES ENTERED, AND NATURE OF CLAIMS.					Number of Decrees.	Number withdrawn and settled.	Number of Dismisses.	Number postponed and adjourned.	Number ruled "nil" not heard.	Number referred to Arbitration.	Applications by Tenants to confirm Leases.	Applications by Tenants to register Improvements.	
		Total Cases entered.	For loss on quit- ting Holding.	For Improve- ments.	For Ulster Te- nant-Right.	For Incoming Payments.									
LEINSTER :															
Carlow - - -	2	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Dublin (1871) - -	[3	5	4	4	...	...	1	...	1	3	...	...	...	...	...
Kildare - - -	1	1	1	1	...	1	1	...	...	...	...	...	...	...	...
Kilkenny - - -	2	...	...	...	...	...	...	...	...	...	...	...	...	...	...
K's. County (1871)	[3	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Longford - - -	2	3	...	2	1	...	...	1	2	...	...	...	...	1	...
Louth - - -	2	4	4	4	...	...	3	...	1	...	...	...	...	...	...
Meath (1871) - -	[5	3	3	...	...	...	1	2	...	...	...	...	...	...	...
Q's. County (1871)	[5	12	10	10	...	...	2	4	5	...	...	...	...	...	...
Westmeath - - -	3	4	2	4	...	...	...	1	...	3	...	...	...	...	...
Wexford - - -	4	6	6	...	...	...	1	4	1	...	...	...	...	...	2
Wicklow - - -	2	5	4	1	...	...	4	...	1	...	...	...	...	...	1
Total of LEINSTER	34	43	34	26	1	1	13	12	12	1	...	...	2	3	
MUNSTER :															
Clare - - -	8	8	8	...	...	...	6	1	1	...	...	...	...	...	...
Cork, E.R. (1871)	[5	29	23	5	...	...	7	11	6	5	...	...	...	...	...
Cork, W.R. (1871)	[5	34	24	9	...	...	10	12	12	...	...	c[7]	...	...	...
Kerry - - -	3	13	11	2	...	...	11	1	1	...	...	...	...	...	...
Limerick - - -	2	18	9	18	...	...	5	2	3	...	7	...	2	...	...
Tipperary - - -	5	16	16	16	...	...	3	7	2	4	...	...	...	...	...
Waterford - - -	3	12	12	11	...	...	4	3	2	...	3	...	...	...	1
Total of MUNSTER	31	130	103	62	...	...	47	37	27	9	10	[7]	2	1	
ULSTER :															
Antrim - - -	2	42	25	25	17	1	5	7	5	17	4	3	...	...	...
Armagh - - -	3	59	55	49	53	37	23	15	7	...	5	1	...	...	...
Cavan - - -	3	5	8	8	1	...	2	2	2	3	...	...	...	...	...
Donegal - - -	3	31	10	12	22	1	10	4	7	6	...	2	...	...	...
Down (1871) - -	[3	24	19	17	12	...	10	5	3	6	...	...	...	...	...
Fermanagh - - -	2	58	52	57	46	2	13	9	11	16	5	1	...	...	...
Londonderry (1871)	[4	51	20	35	44	...	29	17	4	...	...	1	...	...	...
Monaghan (1871)	[2	3	1	2	2	...	3	...	...	...	...	...	...	...	...
Tyrone - - -	4	69	41	43	43	11	22	20	7	12	4	4	1	...	...
Total of ULSTER	25	346	231	268	240	56	117	81	47	60	21	20	1	...	
CONNAUGHT :															
Galway - - -	6	17	14	17	...	...	4	1	...	5	...	...	1	...	...
Leitrim - - -	3	19	16	19	...	2	1	4	1	4	2	...	1	...	...
Mayo - - -	6	22	22	20	...	...	9	...	4	1	8	...	...	...	...
Roscommon - - -	8	9	8	11	...	...	1	1	...	...	7	...	...	...	3
Sligo - - -	2	13	11	13	...	...	9	2	2	...	...	...	...	...	...
Total of CON- NAUGHT - - -	25	80	71	78	...	2	26	15	12	10	17	...	2	3	
Total of IRELAND	115	599	439	434	241	59	203	145	98	85	48	20	7	7	

a. Not proceeded with.

b Including claims for improvements.

c Referred to arbitration, and when landlord refused to abide by, were dismissed.

1872.

IRELAND.

Landlord and Tenant (Ireland) Act, 1870, in the Year **1872**, from Returns made by the CLERKS of the PEACE.

TOTAL.			FOR LOSS ON QUITTING HOLDING AND IMPROVE- MENTS TOGETHER.			FOR ULSTER TENANT-RIGHT.			FOR DISTINCT GROUNDS.			AGGREGATE OF DISTINCT GROUNDS OF CLAIM.		AMOUNT OF COSTS ADJUDGED.		COUNTIES ARRANGED IN PROVINCES.
Amount Deceased exclusive of Costs.	Amount of set- off of Land- lord.	Net Amount for Tenant.	Amount Deceased exclusive of Costs.	Amount of set- off of Land- lord.	Net Amount for Tenant.	Amount Deceased exclusive of Costs.	Amount of set-off of Landlord.	Net Amount for Tenant.	Amount Deceased, exclusive of Costs.			Set-off of Land- lord.	Net Amount for Tenant.	To Tenants.	To Landlord in case of Dis- miss.	
									Incoming Payments.	Loss on quitting Holding.	Improve- ments alone.					
£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	
158	...	158	...	...	...	...	...	...	...	...	...	...	...	...	...	LEINSTER : Carlow. Dublin (1871). Kildare. Kilkenny. King's Cnty.(1871). Longford. Louth. Meath (1871). Queen's Cty.(1871). Westmeath. Wexford. Wicklow.
40	6	34	...	...	...	...	...	...	...	...	...	...	...	...	...	
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	7	
417	210	207	...	...	...	...	...	...	...	220	197	210	207	69	2	
75	...	75	...	...	...	...	...	...	...	...	...	...	...	...	...	
42	13	29	...	...	...	...	...	...	...	...	...	...	...	...	...	
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	
20	...	20	...	...	...	...	...	...	...	20	...	...	20	2	2	
663	412	251	487	300	187	...	...	...	...	176	...	112	64	11	...	
1,415	641	774	487	300	187	...	...	...	...	416	197	322	291	22	11	Total of LEINSTER.
829	314	515	620	240	380	...	...	...	...	209	...	74	135	46	...	MUNSTER : Clare. Cork, E. R. (1871). Cork, W. R. (1871). Kerry. Limerick. Tipperary. Waterford.
284	143	141	...	...	...	...	...	...	...	...	...	...	...	...	...	
773	228	545	...	...	...	...	...	...	...	...	...	...	...	...	...	
430	120	310	430	120	310	...	...	...	...	...	...	...	...	30	...	
1,713	686	1,027	53	...	45	...	...	...	...	...	1,660	678	982	c...	c...	
1,540	1,036	504	1,288	1,036	252	...	...	...	...	20	232	...	252	5	...	
506	2	504	506	2	504	...	...	...	...	...	...	...	...	...	...	
6,075	2,529	3,546	2,897	1,406	1,491	...	...	...	...	229	1,892	752	1,369	81	5	Total of MUNSTER.
922	28	894	49	28	21	873	...	873	...	...	...	...	...	13	26	ULSTER : Antrim. Armagh. Cavan. Donegal. Down (1871). Fermanagh. Londonderry(1871). Monaghan (1871). Tyrone.
1,463	98	1,365	55	7	48	1,040	45	995	12	253	103	46	322	57	19	
38	7	31	38	7	31	...	...	...	...	...	...	...	...	2	4	
939	80	859	...	...	...	887	62	825	...	...	52	18	34	58	19	
925	...	925	...	...	...	...	...	...	...	...	...	...	...	...	...	
1,202	137	1,065	...	...	...	640	10	630	...	485	77	127	435	32	23	
2,119	543	1,576	...	...	...	...	...	...	...	...	...	...	...	...	...	
373	12	361	...	...	...	...	...	...	...	...	...	...	...	...	...	
2,851	330	2,521	640	18	460	1,661	60	1,601	...	361	189	90	460	127	30	
10,832	1,235	9,597	782	222	560	5,101	177	4,924	12	1,099	421	281	1,251	289	121	Total of ULSTER.
169	37	132	...	...	...	...	...	...	...	57	112	37	132	c...	c...	CONNAUGHT : Galway. Leitrim. Mayo. Roscommon. Sligo.
178	90	88	...	...	...	...	...	...	...	178	...	90	88	3	30	
349	49	300	265	37	228	...	...	...	...	84	...	12	72	27	...	
34	...	34	...	...	...	...	...	...	...	...	...	...	...	3	...	
315	72	243	...	...	...	...	...	...	...	78	237	72	243	28	...	
1,045	248	797	265	37	228	...	...	...	...	397	349	211	535	61	36	Total of CONNAUGHT.
19,367	4,653	14,714	4,431	1,965	2,466	5,101	177	4,924	12	2,141	2,859	1,566	3,446	453	176	Total of IRELAND.

c Not returned.

IRELAND.

1873.

COURTS OF CHAIRMEN OF COUNTIES AND COURTS OF RECORDERS.—TABLE 3.—PROCEEDINGS under the

COUNTIES ARRANGED IN PROVINCES.	Number of Places at which Land Sessions were held.	NUMBER OF CASES ENTERED, AND NATURE OF CLAIMS.					Number of Decrees.	Number withdrawn and settled.	Number of Dismisses.	Number postponed and adjourned.	Number ruled "nil" not heard.	Number referred to Arbitration.	Applications by Tenants to confirm Leases.	Applications by Tenants to register Improvements.	Applications by Tenants to have Money paid out of Court.	
		Total Cases entered.	For loss on quit- ting Holding.	For Improve- ments.	For Ulster Te- nant-Right.	For Incoming Payments.										
LEINSTER :																
Carlow - -	2	13	13	6	...	...	12	...	1	...	...	...	...	...	...	...
Dublin - -	3	4	3	2	...	...	3	...	...	...	1	...	...	2	...	...
Kildare - -	4	7	6	4	...	...	5	...	2	...	...	...	...	...	...	...
Kilkenny - -	2	3	3	...	...	...	1	1	1	...	...	...	...	...	...	...
King's County - -	3	13	13	13	...	...	5	2	4	1	1	...	...	...	...	...
Longford - -	2	7	7	6	...	...	3	1	2	1	...	...	...	...	...	...
Louth - -	2	2	2	2	...	...	...	2	2	...	...	...	...	...	...	...
Meath - -	5	26	...	...	...	...	3	2	1	...	...	...	...	...	...	...
Queen's County - -	5	7	6	1	...	...	2	2	1	...	2	...	1	...	...	...
Westmeath - -	3	9	11	3	...	...	1	8	...	...	...	...	1	1	...	...
Wexford - -	4	13	13	...	...	...	4	6	2	1	...	...	1	...	...	...
Wicklow - -	2	4	3	1	...	...	4	...	...	...	...	...	...	...	...	...
Total of LEINSTER	37	88	75	38	...	...	43	22	16	3	4	...	3	3	...	...
MUNSTER :																
Clare - -	2	17	17	17	...	...	11	...	6	...	...	...	...	...	...	...
Cork, E. R. - -	5	21	14	21	...	...	3	...	2	1	13	2	4	1	...	...
Cork, W. R. - -	5	11	5	7	...	...	4	...	3	2	...	...	...	...	...	...
Kerry - -	3	60	12	48	...	...	17	19	14	10	...	...	...	...	...	...
Limerick - -	2	10	9	9	...	1	11	1	1	...	2	...	...	...	...	...
Tipperary - -	5	17	15	13	2	3	9	4	3	1	...	...	...	...	...	...
Waterford - -	3	7	7	6	...	...	4	1	...	2	...	...	...	...	...	3
Total of MUNSTER	25	141	79	121	2	4	54	25	29	16	15	2	4	1	...	3
ULSTER :																
Antrim - -	2	46	32	40	17	4	13	7	14	11	1	...	1	...	...	...
Armagh - -	3	47	29	32	24	11	12	22	13	...	...	...	...	...	...	...
Cavan - -	3	8	7	7	4	...	3	...	1	1	3	...	1	...	...	...
Donegal - -	3	31	11	12	24	3	12	5	6	6	2	...	...	...	...	...
Down (1871)*	[3	24	19	17	12	...	10	5	3	6	...	...	...	...	...	...]
Fermanagh - -	2	58	50	56	49	1	12	10	1	20	13	2	...	...	...	...
Londonderry - -	4	76	24	22	40	6	11	13	13	25	3	11	...	...	...	...
Monaghan - -	2	15	12	13	12	3	8	5	2	...	...	...	...	...	...	...
Tyrone - -	4	77	73	73	75	12	25	20	18	2	10	7	...	...	...	...
Total of ULSTER -	26	382	255	272	257	40	106	87	66	71	32	20	2	...	...	...
CONNAUGHT :																
Galway - -	6	14	11	13	...	...	7	1	4	1	1	...	...	...	...	...
Leitrim - -	3	28	25	27	1	1	6	7	8	2	4	1	...	...	...	...
Mayo - -	11	23	23	23	...	...	13	4	2	4	...	...	...	...	...	...
Roscommon - -	5	40	40	40	...	...	1	8	...	7	24	...	...	1	...	...
Sligo - -	2	10	10	9	...	...	6	1	3	...	...	...	...	...	...	...
Total of CON- NAUGHT.	22	115	109	112	1	1	33	21	17	14	29	1	...	1	...	...
Total of IRELAND	123	726	518	543	260	45	236	155	128	104	80	23	9	56	...	3

* To obviate, as far as possible, the effect upon the totals of Ulster and of Ireland of the omission of the Clerk of the Peace for the county of Down to furnish the required Return, it has been found necessary to re-publish the figures from the Return last obtained, viz., in the year 1871.

a Nature of claims not stated.

b This total in table is erroneously given as 4.

1873.

IRELAND.

Landlord and Tenant (Ireland) Act, 1870, in the year **1873**, from Returns made by the CLERKS of the PEACE.

TOTAL.			FOR LOSS ON QUITTING HOLDING AND IMPROVEMENTS TOGETHER.			FOR ULSTER TENANT-RIGHT.			FOR DISTINCT GROUNDS.			AGGREGATE OF DISTINCT GROUNDS OF CLAIM.		AMOUNT OF COSTS ADJUDGED.		COUNTIES ARRANGED IN PROVINCES.
Amount Decreed exclusive of Costs.	Amount of set-off of Landlord.	Net Amount for Tenant.	Amount Decreed exclusive of Costs.	Amount of set-off of Landlord.	Net Amount for Tenant.	Amount Decreed exclusive of Costs.	Amount of set-off of Landlord.	Net Amount for Tenant.	Amount Decreed exclusive of Costs.	Loss on quitting Holding.	Improvements alone.	Set-off of Landlord.	Net Amount for Tenant.	To Tenants.	To Landlord in case of Dismiss.	
£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	
316	209	107	316	209	107	...	...	...	...	...	...	...	...	8	...	LEINSTER :
164	60	104	...	...	...	...	...	...	...	134	30	60	104	7	...	Carlow.
727	102	625	363	51	312	...	...	...	...	105	259	51	313	...	...	Dublin.
333	87	246	333	87	246	...	...	...	...	...	...	...	...	...	...	Kildare.
690	...	690	690	...	690	...	...	...	...	...	...	...	...	...	...	Kilkenny.
70	15	55	70	15	55	...	...	...	...	...	...	...	...	...	...	King's County.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Longford.
446	...	446	446	...	446	...	...	...	...	...	...	...	...	23	5	Louth.
55	15	40	...	...	...	...	...	...	...	...	55	15	40	...	...	Meath.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Queen's County.
70	...	70	70	...	70	...	...	...	...	...	...	...	...	12	4	Westmeath.
381	272	109	117	8	109	...	...	...	...	74	190	264	...	9	...	Wexford.
3,252	760	2,492	2,405	370	2,035	...	...	...	...	313	534	390	457	59	11	Total of LEINSTER.
1,100	248	852	1,054	246	808	...	...	...	...	...	46	2	44	132	14	MUNSTER :
538	40	498	288	40	248	...	...	...	...	64	186	...	250	18	...	Clare.
778	58	720	389	58	331	...	...	...	...	255	134	...	389	37	...	Cork, E.R.
1,238	409	829	1,238	409	829	...	...	...	...	...	...	...	...	94	17	Cork, W.R.
531	359	172	337	229	108	...	...	...	...	20	174	120	74	10	...	Kerry.
968	73	885	484	73	411	...	...	...	...	404	80	...	484	...	...	Limerick.
965	343	622	965	343	622	...	...	...	...	...	...	...	...	...	...	Tipperary.
6,118	1,530	4,588	4,755	1,398	3,357	...	...	...	...	743	620	122	1,241	291	37	Total of MUNSTER.
649	33	616	254	17	237	121	...	121	...	98	176	16	258	47	67	ULSTER :
1,854	102	1,752	892	102	790	70	...	70	...	356	536	...	892	48	37	Antrim.
54	16	38	...	...	...	...	...	...	...	45	9	16	38	9	...	Armagh.
835	109	726	35	...	33	742	100	642	...	...	58	7	51	71	43	Cavan.
925	...	925	...	...	...	...	...	...	...	...	...	...	...	...	...	Donegal.
441	108	333	350	76	274	...	...	...	...	...	...	...	...	...	...	Down (1871).
794	54	740	259	13	246	535	41	494	...	...	91	32	59	59	...	Fermanagh.
1,374	129	1,245	844	40	804	500	89	411	...	...	30	...	30	68	25	Londonderry.
1,522	135	1,387	1,138	110	1,028	154	...	154	...	230	...	25	205	107	42	Monaghan.
8,448	686	7,762	3,772	360	3,412	2,122	230	1,892	...	729	900	96	1,533	409	214	Total of ULSTER.
344	114	230	...	...	...	...	...	...	...	233	111	114	230	a...	a...	CONNAUGHT :
364	146	218	153	83	70	...	...	...	...	141	70	63	143	30	50	Galway.
785	177	608	577	125	452	...	...	...	...	...	208	52	156	a...	a...	Leitrim.
60	6	54	60	6	54	...	...	...	...	...	...	...	...	3	...	Mayo.
267	21	246	127	21	106	...	...	...	...	91	49	...	140	...	3	Roscommon.
1,820	464	1,356	917	235	682	...	...	...	...	465	438	229	674	42	53	Total of CON-NAUGHT.
19,638	3,440	16,198	11,849	2,363	9,486	2,122	230	1,892	...	2,250	2,492	837	3,905	801	315	Total of IRELAND.

a No record kept.

IRELAND.

1874.

COURTS OF CHAIRMEN OF COUNTIES AND COURTS OF RECORDERS—TABLE 3.—PROCEEDINGS under the

COUNTIES ARRANGED IN PROVINCES.	Number of Places at which Land Sessions were held.	NUMBER OF CASES ENTERED, AND NATURE OF CLAIMS.					Number of Decrees.	Number withdrawn and settled.	Number of Dismisses.	Number postponed and adjourned.	Number ruled "nil" not heard.	Number referred to Arbi- tration.	Applications by Tenants to confirm Leases.	Applications by Tenants to register Improvements.	Applications by Tenants to have Money paid out	
		Total Cases en- tered.	For loss on quit- ting Holding.	For Improve- ments.	For Ulster Te- nant-Right.	For Incoming Payments.										
LEINSTER :																
Carlow - - -	2	5	5	5	...	...	4	...	1	...	...	...	...	...	...	...
Dublin (1873) - -	[3	4	3	2	...	...	3	...	...	...	1	...	...	2	...	...
Kildare - - -	4	9	4	6	...	...	2	5	1	1	...	...	1	3	...	...
Kilkenny (1873) -	[2	3	3	...	...	...	1	1	1	...	...	...	...	...	...	...
King's County - -	2	6	6	6	...	...	3	1	2	...	...	...	...	...	...	...
Longford - - -	2	4	3	4	...	...	2	1	1	...	...	...	...	...	...	...
Louth (1873) - -	[2	2	2	2	...	...	...	...	2	...	...	...	...	...	...	...
Meath (1873) - -	4	a 6	...	...	...	...	3	2	1	...	...	...	...	...	...	...
Queen's County -	5	9	8	9	...	1	5	1	1	1	...	1	...	1	...	...
Westmeath - - -	3	8	4	8	...	...	4	3	1	...	...	...	...	...	...	...
Wexford - - -	4	9	7	7	...	...	7	...	1	...	1	...	...	...	...	...
Wicklow - - -	2	5	4	3	...	1	3	2	...	...	...	...	...	...	...	...
Total of LEINSTER	35	70	49	52	...	2	37	16	12	2	2	1	1	5	...	...
MUNSTER :																
Clare - - -	2	32	32	30	...	...	12	1	2	7	10	...	...	...	...	...
Cork, E.R. - - -	5	15	12	15	...	...	6	4	5	...	...	...	19	2	...	...
Cork, W.R. - - -	5	16	16	16	...	...	8	2	4	...	2	...	...	...	...	...
Kerry - - -	3	35	35	29	...	...	20	7	7	...	...	1	...	...	...	...
Limerick - - -	2	8	6	8	...	1	7	...	...	1	...	...	...	...	...	...
Tipperary - - -	5	16	10	9	1	3	7	2	2	...	3	2	...	...	...	...
Waterford - - -	3	14	14	11	...	...	4	1	3	6	...	...	...	...	...	...
Total of MUNSTER	25	136	125	118	1	4	64	17	23	14	15	3	19	2	...	...
ULSTER :																
Antrim - - -	2	28	24	2	2	...	11	11	6	...	...	...	...	...	...	...
Armagh - - -	3	63	58	55	58	20	15	39	9	...	...	...	...	...	...	...
Cavan - - -	3	8	7	7	4	...	1	...	2	2	3	...	...	...	...	...
Donegal - - -	3	40	9	8	30	1	7	10	13	6	3	1	...	...	...	...
Down - - -	3	15	...	3	12	...	8	...	4	3	...	...	...	...	...	...
Fermanagh - - -	2	44	44	42	40	4	11	3	5	16	8	1	...	...	...	...
Londonderry - -	3	164	23	54	158	...	9	37	12	65	5	36	...	...	...	...
Monaghan - - -	2	18	17	16	16	7	9	4	4	...	1	...	...	...	...	...
Tyrone - - -	4	411	40	41	404	2	20	11	15	362	1	2	...	...	...	...
Total of ULSTER -	25	791	222	228	724	34	91	115	70	454	21	40	...	...	...	...
CONNAUGHT :																
Galway (1873) -	[6	14	11	13	...	...	7	1	4	1	1	...	...	...	...	...
Leitrim - - -	3	7	7	7	...	1	3	4	...	...	...	...	...	...	...	...
Mayo - - -	6	18	18	18	...	...	11	5	2	...	...	...	...	...	...	...
Roscommon - - -	5	13	11	11	...	...	5	5	2	...	1	...	...	...	...	...
Sligo - - -	2	12	12	11	...	...	4	5	1	...	1	...	...	...	...	...
Total of CON- NAUGHT.	22	64	59	51	...	1	30	20	10	1	3	...	...	...	...	...
Total of IRELAND	107	1,061	455	449	725	41	222	168	115	471	41	44	20	8	...	...

a Details not given.

1874.

IRELAND.

Landlord and Tenant (Ireland) Act, 1870, in the Year 1874, from Returns made by the CLERKS of the PEACE.

TOTAL.			FOR LOSS ON QUITTING HOLDING AND IMPROVE- MENTS TOGETHER.			FOR ULSTER TENANT-RIGHT.			FOR DISTINCT GROUNDS.			AGGREGATE OF DISTINCT GROUNDS OF CLAIM.		AMOUNT OF COSTS ADJUDGED.		COUNTIES ARRANGED IN PROVINCES.	
AmountDecreed exclusive of Costs.	Amount of set- off of Land- lord.	Net Amount for Tenant.	AmountDecreed exclusive of Costs.	Amount of set- off of Land- lord.	Net Amount for Tenant.	AmountDecreed exclusive of Costs.	Amount of set-off of Landlord.	Net Amount for Tenant.	Amount Decreed, exclusive of Costs.			Set-off of Land- lord.	Net Amount for Tenant.	To Tenants.	To Landlord in case of Dis- miss.		
									Incoming Payments.	Loss on quitting Holding.	Improve- ments alone.						
£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£		
271	35	236	271	35	236	...	...	...	...	...	...	...	...	7	...	LEINSTER:	
164	60	104	...	...	...	...	...	...	...	134	30	60	104	7	...	Carlow.	
141	40	101	141	40	101	...	...	...	...	...	...	...	...	31	...	Dublin (1873).	
333	87	246	333	87	246	...	...	...	...	...	...	...	...	...	...	Kildare.	
199	40	159	199	40	159	...	...	...	...	...	...	...	...	12	9	Kilkenny (1873).	
54	8	46	27	8	19	...	...	...	...	10	17	...	27	...	...	King's County.	
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	2	...	Longford.
446	...	446	446	...	446	...	...	...	...	...	...	...	...	23	5	Louth (1873).	
437	53	384	...	...	...	...	...	...	...	332	105	53	384	...	...	Meath (1873).	
155	...	155	56	...	56	...	...	...	...	...	99	...	99	13	10	Queen's County.	
75	29	46	34	3	31	...	...	...	...	41	...	26	15	13	2	Westmeath.	
188	30	158	36	...	36	...	...	...	...	68	84	30	122	...	...	Wexford.	
2,463	382	2,081	1,543	213	1,330	...	...	...	...	585	335	169	751	106	28	Total of LEINSTER.	
1,913	471	1,442	1,413	386	1,027	...	...	...	...	119	381	85	415	169	9	MUNSTER:	
310	104	206	65	...	65	...	...	...	...	...	245	104	141	19	42	Clare.	
559	147	412	559	147	412	...	...	...	...	...	...	...	...	...	...	Cork, E.R.	
1,157	356	801	1,073	337	736	...	...	...	...	84	...	19	65	80	...	Cork, W.R.	
1,052	416	636	285	64	221	...	...	...	...	80	687	352	415	45	...	Kerry.	
693	138	555	693	138	555	...	...	...	...	...	...	...	...	...	...	Limerick.	
674	52	622	5	2	3	...	...	...	...	387	282	50	619	36	...	Tipperary.	
6,358	1,684	4,674	4,093	1,074	3,019	...	...	...	...	670	1,595	610	1,655	349	51	Total of MUNSTER.	
407	135	272	383	121	262	...	...	...	...	...	24	14	10	49	16	ULSTER:	
2,690	57	2,633	225	8	222	2,260	54	2,206	22	76	107	...	205	90	9	Antrim.	
22	4	18	...	...	...	...	...	...	...	22	...	4	18	...	5	Armagh.	
534	110	424	201	61	140	270	15	255	...	63	...	34	29	39	75	Cavan.	
680	51	629	420	44	376	...	...	...	...	...	260	7	253	...	...	Donegal.	
335	23	312	235	23	212	...	...	...	...	...	100	...	100	39	23	Down.	
2,280	132	2,148	...	...	...	2,280	132	2,148	...	...	...	...	...	...	...	Fermanagh.	
563	63	500	...	...	...	563	63	500	...	...	...	...	...	...	...	Londonderry.	
1,675	563	1,112	547	271	276	581	21	560	...	324	223	271	276	112	60	Monaghan.	
9,186	1,138	8,048	2,011	523	1,488	5,954	285	5,669	22	485	714	330	891	400	197	Total of ULSTER.	
344	114	230	...	...	...	...	...	...	...	233	111	114	230	...	...	CONNAUGHT:	
175	40	135	117	13	104	...	...	...	...	30	28	27	31	...	...	Galway (1873).	
297	97	200	297	97	200	...	...	...	...	...	...	...	...	...	...	Leitrim.	
269	17	252	269	17	252	...	...	...	...	...	...	...	...	...	...	Mayo.	
358	70	288	358	70	288	...	...	...	...	...	...	...	...	15	...	Roscommon.	
1,443	338	1,105	1,041	197	884	...	...	...	...	263	139	141	261	15	...	Total of CON- NAUGHT.	
19,450	3,542	15,908	8,688	2,007	6,681	5,954	285	5,669	22	2,003	2,783	1,250	3,558	870	276	Total of IRELAND.	

IRELAND.

1875.

COURTS OF CHAIRMEN OF COUNTIES AND COURTS OF RECORDERS—TABLE 3.—PROCEEDINGS under the

COUNTIES ARRANGED IN PROVINCES.	Number of Places at which Land Sessions were held.	NUMBER OF CASES ENTERED, AND NATURE OF CLAIMS.					Number of Decrees.	Number withdrawn and settled.	Number of Dismisses.	Number postponed and adjourned.	Number ruled "nil" not heard.	Number referred to Arbitration.	Not accounted for.	Applications by Tenants to confirm Leases.	Applications by Tenants to register Improvements.	Applications by Tenants to have Money paid out of Court.	
		Total Cases entered.	For loss of quit- ting Holding.	For Improve- ments.	For Ulster Te- nant-Right (or similar claim).	For Incoming Payments.											
LEINSTER:																	
Carlow - - -	2	1	1	1	...	...	...	...	1	...	...	...	...	...	...	...	...
Dublin - - -	3	5	6	5	...	...	5	1	...	...	...	...	...	...	...	...	...
Kildare - - -	4	...	...	...	...	...	...	...	...	...	...	...	...	...	1	...	...
Kilkenny - - -	2	4	2	2	...	...	2	2	...	...	...	...	...	...	...	...	...
King's County - - -	2	9	9	...	...	...	7	...	2	...	...	...	...	...	...	...	...
Longford - - -	2	4	4	3	...	...	2	2	...	...	...	...	...	...	...	...	...
Louth - - -	3	4	1	1	1	...	...	2	1	1	...	...	...	...	...	...	...
Meath - - -	4	4	4	...	...	...	1	...	...	3	...	...	...	...	1	...	...
Queen's County - - -	5	3	3	3	...	1	2	...	1	...	...	...	...	...	...	...	...
Westmeath - - -	3	10	10	10	...	...	5	4	1	...	...	...	...	...	...	2	...
Wexford - - -	4	6	4	4	...	...	1	2	3	...	...	...	...	...	...	...	...
Wicklow - - -	2	7	7	4	...	...	5	...	1	1	...	...	...	...	...	...	...
Total of LEINSTER	35	58	51	33	1	1	30	13	10	5	...	...	...	4	...	...	...
MUNSTER:																	
Clare - - -	2	29	27	20	...	...	9	...	5	1	12	...	...	...	...	...	...
Cork, E.R. - - -	5	19	10	14	...	...	16	1	1	...	1	...	...	4	3	...	...
Cork, W.R. - - -	5	17	8	10	...	...	5	4	5	...	1	...	2	...	2	...	...
Kerry - - -	3	38	28	10	...	...	20	10	7	...	1	...	...	2	1	...	...
Limerick - - -	2	6	6	6	...	...	5	...	...	1	...	...	...	...	...	...	...
Tipperary - - -	5	17	12	15	...	...	11	4	1	...	1	...	...	...	...	...	...
Waterford - - -	3	7	7	7	...	...	3	1	3	...	...	...	...	...	...	...	...
Total of MUNSTER	25	133	98	82	...	...	69	22	22	2	16	...	2	6	6	...	...
ULSTER:																	
Antrim - - -	2	34	33	34	14	...	8	10	4	12	...	...	...	...	2	...	...
Armagh - - -	3	51	41	49	49	24	12	26	9	...	...	...	4	...	...	...	...
Cavan - - -	3	6	6	5	3	1	3	...	2	...	1	...	...	...	...	...	...
Donegal - - -	3	19	13	13	18	1	2	3	6	7	1	...	...	...	...	...	...
Down - - -	3	32	...	1	31	...	12	...	4	11	5	...	...	...	...	...	...
Fermanagh - - -	2	46	46	46	42	4	13	5	7	5	10	2	4	...	...	...	...
Londonderry - - -	3	30	4	6	20	...	15	7	4	3	...	1	...	...	...	...	...
Monaghan - - -	2	11	11	11	10	5	3	8	...	...	...	...	...	...	...	...	...
Tyrone - - -	4	401	35	35	391	6	23	282	88	3	3	2	...	2	...	...	...
Total of ULSTER	25	630	189	200	578	50	91	341	124	41	20	5	8	2	2	...	...
CONNAUGHT:																	
Galway - - -	6	10	10	10	...	...	7	...	2	...	1	...	...	...	...	...	...
Leitrim - - -	3	4	...	4	...	...	2	...	1	...	1	...	...	...	...	...	...
Mayo - - -	6	13	12	13	...	...	7	4	1	...	1	...	...	...	...	...	...
Roscommon - - -	5	65	60	1	4	...	...	26	3	17	...	11	...	...	2	...	...
Sligo - - -	2	16	13	14	...	1	7	2	4	1	2	...	...	1	...	...	...
Total of CON- NAUGHT	22	108	95	42	4	1	31	32	11	18	5	11	...	1	2	...	...
Total of IRELAND	107	929	433	357	583	52	221	408	167	66	41	16	10	13	10	...	...

1875.

IRELAND.

Landlord and Tenant (Ireland) Act, 1870, in the Year 1875, from Returns made by the CLERKS of the PEACE.

TOTAL.			FOR LOSS ON QUITTING HOLDING AND IMPROVE- MENTS TOGETHER.			FOR ULSTER TENANT-RIGHT.			FOR DISTINCT GROUNDS.			AGGREGATE OF DISTINCT GROUNDS OF CLAIM.		AMOUNT OF COSTS ADJUDGED.		COUNTIES ARRANGED IN PROVINCES.
AmountDecreed exclusive of Costs.	Amount of set- off of Land- lord.	Net Amount for Tenant.	AmountDecreed exclusive of Costs.	Amount of set- off of Land- lord.	Net Amount for Tenant.	AmountDecreed exclusive of Costs.	Amount of set-off of Landlord.	Net Amount for Tenant.	Amount Decreed, exclusive of Costs.			Set-off of Land- lord.	Net Amount for Tenant.	To Tenants.	To Landlord in case of Dis- miss.	
									Incoming payments.	Loss on quitting Holding.	Improve- ments alone.					
£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	LEINSTER :
1,031	223	808	1,031	223	808	...	...	...	...	...	...	...	...	...	33	Carlow.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Dublin.
148	99	49	118	90	28	...	...	...	...	...	30	9	21	11	...	Kildare.
746	422	324	696	417	279	...	...	...	...	...	50	5	45	...	...	Kilkenny.
50	7	43	25	7	18	...	...	...	...	11	14	...	25	4	...	King's County.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	7	Longford.
100	...	100	100	...	100	...	...	...	...	...	...	...	...	10	...	Louth.
43	1	42	43	1	42	...	...	...	...	...	...	...	...	...	...	Meath.
350	...	350	350	...	350	...	...	...	...	...	...	...	...	5	...	Queen's County.
20	10	10	...	...	...	...	...	...	...	20	...	10	10	3	...	Westmeath.
319	118	201	...	...	...	...	...	...	...	319	...	118	201	13	...	Wexford.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Wicklow.
2,807	880	1,927	2,363	738	1,625	...	...	...	...	350	94	142	302	79	7	Total of LEINSTER.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	MUNSTER :
660	106	554	553	76	477	...	...	...	...	107	...	30	77	101	5	Clare.
158	29	129	119	...	119	...	...	...	...	...	39	29	10	12	16	Cork, E.R.
557	115	442	485	100	385	...	...	...	...	72	...	15	57	42	...	Cork, W.R.
1,650	395	1,255	951	181	770	...	...	...	...	508	191	214	485	154	14	Kerry.
195	31	164	163	31	132	...	...	...	...	...	32	...	32	16	...	Limerick.
776	167	609	...	...	...	...	...	...	...	406	370	167	609	...	...	Tipperary.
605	36	569	605	36	569	...	...	...	...	...	...	...	...	28	...	Waterford.
4,601	879	3,722	2,876	424	2,452	...	...	...	...	1,093	632	455	1,270	353	35	Total of MUNSTER.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	ULSTER :
550	21	529	550	21	529	...	...	...	...	...	...	...	...	19	11	Antrim.
1,760	163	1,597	359	77	282	1,042	10	1,032	...	269	90	76	283	56	40	Armagh.
252	...	252	...	...	...	...	...	...	...	252	...	...	252	...	10	Cavan.
162	10	152	...	...	...	112	...	112	...	50	...	10	40	10	25	Donegal.
228	...	228	...	...	...	228	...	228	...	...	...	...	...	...	...	Down.
562	76	486	267	35	232	...	...	...	...	103	192	41	254	46	28	Fermanagh.
4,815	725	4,090	1,057	217	840	2,701	291	2,410	...	243	814	217	840	a...	a...	Londonderry.
138	58	80	...	...	...	115	53	62	...	10	13	5	18	7	...	Monaghan.
3,205	355	2,850	591	103	488	2,023	150	1,873	...	242	349	102	489	135	50	Tyrone.
11,672	1,408	10,264	2,824	453	2,371	6,221	504	5,717	...	1,169	1,458	451	2,176	273	164	Total of ULSTER.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	CONNAUGHT :
207	53	154	207	53	154	...	...	...	...	...	...	...	...	6	11	Galway.
76	42	34	76	42	34	...	...	...	...	...	...	...	...	16	22	Leitrim.
161	35	126	161	35	126	...	...	...	...	...	...	...	...	a...	...	Mayo.
1,111	170	941	1,103	165	938	...	...	...	...	8	...	5	3	...	...	Roscommon.
549	35	514	505	35	470	...	...	...	44	...	...	...	44	24	12	Sligo.
2,104	335	1,769	2,052	330	1,722	...	...	...	44	8	...	5	47	46b	45	Total of CON- NAUGHT.
21,184	3,502	17,682	10,115	1,945	8,170	6,221	504	5,717	44	2,620	2,184	1,053	3,795	753c	251	Total of IRELAND.

a No record kept.

b. In table the total is given as 48 in error, therefore total at c should be 751.

IRELAND.

1876.

COURTS OF CHAIRMEN OF COUNTIES AND COURTS OF RECORDERS—TABLE 3.—PROCEEDINGS under the

COUNTIES ARRANGED IN PROVINCES,	Number of Places at which Land Sessions were held.	NUMBER OF CASES ENTERED, AND NATURE OF CLAIMS.					Number of Decrees.	Number withdrawn and settled.	Number of Dismisses.	Number postponed and adjourned.	Number ruled "nil" not heard.	Number referred to Arbitration.	Not accounted for.	Applications by Tenants to confirm Leases.	Applications by Tenants to register Improvements.	Applications by Tenants
		Total Cases entered.	For loss on quit- ting Holding.	For Improve- ments.	For Ulster Ten- ant-Right (or similar claim).	For Incoming Payments.										
LEINSTER :																
Carlow - - -	2	2	2	1	...	...	2	...	...	...	...	...	...	...	...	...
Dublin - - -	3	4	2	2	...	...	4	...	...	...	...	...	...	1	...	...
Kildare - - -	4	11	10	10	...	...	5	1	4	1	...	...	...	...	...	...
Kilkenny - - -	2	5	2	3	...	...	2	1	2	...	...	...	...	...	1	...
King's County - - -	2	3	3	...	...	...	2	...	1	...	...	...	...	...	...	...
Longford - - -	2	4	4	3	...	...	2	1	1	...	...	...	...	...	...	...
Louth - - -	2	3	2	1	...	...	...	2	1	...	...	...	...	...	...	...
Meath - - -	4	4	3	1	...	...	3	...	...	1	...	...	...	...	...	...
Queen's County - - -	5	10	5	5	...	...	3	2	4	...	1	...	...	...	...	...
Westmeath - - -	3	3	7	7	...	...	3	1	1	3	...	...	...	...	...	...
Wexford - - -	4	9	9	8	...	...	5	1	1	2	...	...	...	...	...	...
Wicklow - - -	2	4	4	4	...	...	3	...	...	...	...	1	...	...	...	...
Total of LEINSTER	35	67	53	45	...	...	34	9	15	7	1	1	...	1	1	...
MUNSTER :																
Clare - - -	2	12	9	9	...	...	3	5	1	3	...	...	...	...	...	...
Cork, E.R. - - -	5	7	3	3	...	...	4	...	1	2	...	...	...	1	2	...
Cork, W.R. - - -	5	10	5	7	...	...	4	...	3	2	1	...	...	...	3	...
Kerry - - -	3	9	2	7	...	...	5	2	2	...	...	...	...	...	2	...
Limerick - - -	2	3	3	3	...	...	2	...	...	1	...	...	...	2	...	...
Tipperary - - -	5	6	5	4	...	...	2	3	1	...	...	...	...	...	1	...
Waterford - - -	3	4	4	4	...	...	2	1	1	...	...	...	...	...	...	...
Total of MUNSTER	25	51	31	37	...	...	22	11	9	8	1	...	...	4	8	...
ULSTER :																
Aurtrim (1875) - - -	2	34	33	34	14	9	8	10	4	12	...	...	...	...	2	...
Armagh - - -	3	24	24	23	23	1	8	5	4	7	...	...	...	...	...	...
Cavan - - -	3	6	6	6	2	...	3	2	...	...	1	...	...	...	...	...
Donegal - - -	3	21	13	13	20	5	10	...	5	3	1	2	...	...	...	...
Down - - -	4	25	3	1	21	...	8	2	7	2	6	...	...	1	...	...
Fermanagh - - -	2	34	34	34	28	6	7	...	1	9	17	...	...	1	...	...
Londonderry - - -	3	52	6	4	42	...	19	21	5	1	2	4	...	...	...	...
Monaghan - - -	2	14	14	14	12	8	1	6	2	...	5	...	...	...	...	...
Tyrone - - -	4	65	55	54	55	11	31	7	5	13	7	2	...	2	...	...
Total of ULSTER	26	275	188	183	217	40	95	53	33	47	39	8	...	4	2	...
CONNAUGHT :																
Galway - - -	6	8	7	8	...	...	4	2	...	...	2	...	...	...	...	...
Leitrim - - -	3	4	4	...	...	...	1	1	1	1	...	...	...	...	...	...
Mayo - - -	6	26	19	26	...	...	11	2	7	6	...	...	...	...	...	...
Rosecommon - - -	5	34	34	34	...	...	6	11	1	5	...	11	...	...	...	...
Sligo - - -	2	7	6	6	...	1	2	...	...	1	4	...	...	...	...	...
Total of CON- NAUGHT.	22	79	70	74	...	1	24	16	9	13	6	11	...	...	...	...
Total of IRELAND	108	472	342	339	217	41	175	89	66	75	47	20	...	9	11	...

1876.

IRELAND.

Landlord and Tenant (Ireland) Act, 1870, in the Year 1876, from Returns made by the CLERKS of the PEACE.

TOTAL.			FOR LOSS ON QUITTING HOLDING AND IMPROVE- MENT TOGETHER.			FOR ULSTER TENANT-RIGHT.			FOR DISTINCT GROUNDS.			AGGREGATE OF DISTINCT GROUNDS OF CLAIM.		AMOUNT OF COSTS ADJUDGED.		COUNTIES ARRANGED IN PROVINCES.
AmountDecreed exclusive of Costs.	Amount of set- off of Land- lord.	Net Amount for Tenant.	AmountDecreed exclusive of Costs.	Amount of set- off of Land- lord.	Net Amount for Tenant.	AmountDecreed exclusive of Costs.	Amount of set-off of Landlord.	Net Amount for Tenant.	Amount Decreed, exclusive of Costs.			Set-off of Land- lord.	Net Amount for Tenant.	To Tenants.	To Landlord in case of Dis- miss.	
									Incoming Payments.	Loss on quitting Holding.	Improve- ments alone.					
£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	
100	...	100	100	...	100	...	...	...	...	...	...	...	...	...	...	LEINSTER :
131	19	112	131	19	112	...	...	...	...	...	...	...	...	...	...	Carlow.
758	448	310	758	448	310	...	...	...	...	...	...	...	...	...	...	Dublin.
363	165	198	306	155	151	...	...	...	...	57	...	10	47	16	7	Kildare.
42	10	32	42	10	32	...	...	...	...	...	...	...	...	...	...	Kilkenny.
90	5	85	90	5	85	...	...	...	...	...	...	...	...	...	...	King's County.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Longford.
522	100	422	522	100	422	...	...	...	...	...	...	...	...	...	29	Louth.
207	12	195	...	...	...	...	...	...	...	57	150	12	195	...	...	Meath.
101	22	79	22	6	16	...	...	...	...	50	29	16	63	10	4	Queen's County.
395	134	261	16	7	9	...	...	...	...	237	142	127	252	4	...	Westmeath.
573	89	484	553	89	464	...	...	...	...	20	...	...	20	27	...	Wexford.
3,282	1,004	2,278	2,540	839	1,701	...	...	...	...	421	321	165	577	86	20	Total of LEINSTER.
85	21	64	55	11	44	...	...	...	...	30	...	10	20	8	...	MUNSTER :
127	23	104	127	23	104	...	...	...	...	...	...	...	...	10	...	Clare.
208	93	115	208	93	115	...	...	...	...	...	...	...	...	...	...	Cork, E.R.
437	95	342	...	...	...	...	...	...	...	70	367	95	342	23	...	Cork, W.R.
35	9	26	35	9	26	...	...	...	...	...	...	...	...	...	...	Kerry.
147	99	48	...	...	...	...	...	...	...	122	25	99	48	3	14	Limerick.
156	8	148	...	...	...	...	...	...	...	66	90	8	148	16	...	Tipperary.
1,195	348	847	425	136	289	...	...	...	...	288	482	212	558	60	22	Total of MUNSTER.
550	21	529	550	21	529	...	...	...	...	...	...	...	...	19	11	ULSTER :
555	150	405	...	...	...	130	54	76	...	358	67	96	329	35	30	Antrim.
565	78	487	19	9	10	546	69	477	...	...	...	...	...	16	...	Armagh.
1,594	120	1,474	10	...	10	1,584	120	1,464	...	...	...	...	...	48	26	Cavan.
897	319	578	77	...	77	662	292	370	...	88	70	27	131	a...	a...	Donegal.
484	83	401	384	65	319	100	18	82	...	...	...	...	...	28	3	Down.
1,812	72	1,740	265	17	248	1,394	55	1,339	...	...	133	...	153	a...	a...	Fermanagh.
25	12	13	...	...	...	...	...	...	...	...	25	12	13	3	5	Londonderry.
2,728	313	2,415	220	52	168	2,086	209	1,877	...	197	225	52	370	165	16	Monaghan.
9,210	1,168	8,042	1,525	164	1,361	6,502	817	5,685	...	643	540	187	996	314	91	Total of ULSTER.
137	...	137	137	...	137	...	...	...	...	...	...	...	...	10	...	CONNAUGHT :
63	23	40	63	23	40	...	...	...	...	...	...	...	...	10	...	Galway.
564	56	508	391	46	345	...	...	...	...	46	127	10	163	a...	a...	Leitrim.
312	70	242	312	70	242	...	...	...	...	...	...	...	...	...	...	Mayo.
260	70	190	...	...	...	...	...	...	60	...	200	70	190	10	...	Roscommon.
1,336	219	1,117	903	139	764	...	...	...	60	46	327	80	353	26	...	Sligo.
15,023	2,739	12,284	5,393	1,278	4,115	6,502	817	5,685	60	1,398	1,670	644	2,484	486	133	Total of CONNAUGHT.
																Total of IRELAND.

a No record kept.

IRELAND.

1877.

COURTS OF COUNTY COURT JUDGES AND CHAIRMEN

COUNTIES ARRANGED IN PROVINCES.	Number of Places at which Land Sessions were held.	LAND SESSIONS.							APPEALS.			RESULT OF APPEALS HEARD.			
		Number of Land Cases entered and lodged.	Decrees.	Dismisses.	Otherwise disposed of.	Not accounted for in Returns made by Clerks of Peace.	Applications by Tenants to confirm Leases.	Applications by Tenants to register Improvements.	Entered.	Struck out.	Heard.	Decrees or Dismisses below reversed.	Amount decreed below increased.	Amount decreed below reduced.	Decrees or Dismisses below confirmed.
LEINSTER :															
Carlow -	2	...	1	1	...	...	1	1	...	...	...	...	...	...	...
Dublin -	3	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Kildare -	4	8	5	1	2	...	...	...	1	...	1	...	...	...	1
Kilkenny -	2	2	1	1	...	...	...	...	...	...	...	...	...	...	...
King's County -	2	1	...	...	1	...	...	...	...	...	...	...	...	...	...
Longford -	2	8	2	3	1	2	...	...	1	...	1	...	...	...	1
Louth -	2	7	...	2	5	...	...	...	...	...	...	...	...	...	...
Meath -	4	5	4	1	1	...	...	...	2	...	2	...	...	1	1
Queen's County -	4	5	1	3	1	...	...	...	2	1	1	...	...	...	1
Westmeath -	3	5	3	1	...	...	...	1	2	1	1	...	...	...	1
Wexford -	4	12	5	1	5	...	1	...	2	...	2	1	1	...	...
Wicklow -	2	10	6	...	4	...	...	...	...	...	...	...	...	...	...
Total of Leinster	34	68	28	14	20	2	2	2	10	2	8	1	1	1	5
MUNSTER :															
Clare -	2	10	1	9	...	...	...	...	1	1	...	...	...	...	...
Cork, E. R. -	5	14	6	1	7	...	...	...	...	...	...	...	...	...	...
Cork, W. R. -	5	27	9	3	7	...	5	3	...	...	...	...	...	...	...
Kerry -	3	12	9	1	2	...	...	...	2	1	1	...	...	1	...
Limerick -	2	9	2	1	2	...	4	...	...	...	...	...	...	...	...
Tipperary -	5	15	11	1	3	...	...	...	...	...	...	...	...	...	...
Waterford -	3	4	...	3	...	...	1	...	1	1	...	...	...	...	...
Total of Munster	25	91	38	19	21	...	10	3	4	3	1	...	...	1	...
ULSTER :															
Antrim -	2	21	9	4	7	...	1	...	4	1	3	...	...	...	3
Armagh -	3	8	3	2	3	...	...	...	...	...	...	...	...	...	...
Cavan -	3	6	2	3	1	...	...	...	...	...	...	...	...	...	...
Donegal -	3	23	9	1	13	...	...	...	5	2	3	...	...	...	3
Down -	4	25	6	10	9	...	...	...	4	...	4	...	...	...	4
Fermanagh -	2	52	17	3	31	...	1	...	4	1	3	1	...	...	2
Londonderry -	3	86	11	59	16	...	...	...	58	5	53	...	...	...	53
Monaghan -	2	13	5	3	5	...	...	...	2	...	...	...	...	2	...
Tyrone -	4	83	21	9	53	...	...	...	13	2	11	...	3	1	7
Total of Ulster	26	317	83	94	138	...	2	...	90	11	79	1	3	3	72
CONNAUGHT :															
Galway -	6	14	6	3	5	...	...	...	1	1	...	...	...	...	...
Leitrim -	3	9	1	...	4	4	...	...	3	...	3	...	...	...	3
Mayo -	6	4	4	...	...	...	...	...	1	...	1	...	...	1	...
Roscommon -	6	89	5	2	60	22	...	...	2	...	2	...	...	...	2
Sligo -	2	6	1	1	4	...	...	...	2	1	1	...	...	1	...
Total of Connaught.	23	122	17	6	73	26	...	...	9	2	7	...	...	2	5
Total of Ireland	108	598	166	133	252	28	14	5	113	18	95	2	4	7	82

* Pending at close of year.

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QUARTER SESSIONS and RECORDERS.—TABLE 3.

AMOUNT CLAIMED.					AMOUNT DECREED, AND COSTS.					FOR LOSS ON QUITTING HOLDING OR DISTURBANCE, WHEN CLAIMED OR DECREED SEPARATELY.					COUNTIES ARRANGED IN PROVINCES.
In all Land Cases entered.	In Cases not accounted for in Returns.	In Cases disposed of otherwise than by Decree or Dismiss.	In Cases in which Decrees made.	In Cases dismissed.	Amount decreed, exclusive of Costs.	Amount of Set-off for Landlord.	Net Amount decreed for Tenants.	Amount of Costs adjudged to Plaintiff.	Amount of Costs adjudged to Defendant.	Amount Claimed.				Amount decreed, exclusive of Costs.	
										In all Cases entered.	In Cases disposed of otherwise than by Decree or Dismiss.	In Cases in which Decrees made.	In cases Dismissed.		
£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	LEINSTER : Carlow. Dublin. Kildare. Kilkenny. King's County. Longford. Louth. Meath. Queen's County. Westmeath. Wexford. Wicklow.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	
557	...	...	416	141	123	...	123	...	...	251	...	180	71	90	
1,594	...	646	757	191	424	132	292	12	...	725	306	310	109	277	
143	...	...	28	115	28	21	7	4	...	119	...	28	91	28	
185	...	185	...	...	...	...	...	...	...	...	...	...	...	...	
703	...	300	279	124	49	14	35	8	3	398	162	123	113	41	
1972	...	722	...	250	...	...	...	...	...	642	1422	...	220	...	
2,639	...	346	1,032	1,261	923	14	909	109	...	606	346	...	260	...	
2,193	...	120	876	1,197	100	...	100	67	19	88	46	...	42	...	
864	...	...	544	320	161	37	124	21	6	...	...	...	...	30	
4,951	...	3,253	1,626	72	767	175	592	38	...	7	...	7	...	73	
4,188	...	2,101	2,087	...	658	303	355	10	...	750	71	679	...	284	
18,989	...	7,673	7,645	3,671	3,233	696	2,537	269	28	3,586	1,353	1,327	906	823	Total of Leinster.
1,769	...	...	20	1,749	20	...	20	...	34	174	...	20	154	20	MUNSTER : Clare. Cork, E. R. Cork, W. R. Kerry. Limerick. Tipperary. Waterford.
4,364	...	3,618	680	66	177	35	142	12	...	624	428	130	66	52	
5,686	...	2,014	2,231	1,441	487	65	422	20	...	520	96	304	120	260	
2,123	...	270	1,651	202	606	110	496	48	...	986	270	600	116	293	
1,405	...	438	857	110	244	...	244	26	...	242	...	200	42	...	
5,264	...	187	5,046	31	756	279	477	63	4	1,418	187	1,210	21	558	
515	...	...	...	515	...	...	...	...	10	372	...	...	372	...	
21,126	...	6,527	10,485	4,114	2,290	489	1,801	169	54	4,336	981	2,464	891	1,183	Total of Munster.
5,352	...	1,616	3,501	235	1,736	212	1,524	47	10	240	240	...	...	...	ULSTER : Antrim. Armagh. Cavan. Donegal. Down. Fermanagh. Londonderry. Monaghan. Tyrone.
3,530	...	2,355	368	807	126	20	106	14	...	...	...	...	...	...	
1,498	...	64	676	758	280	74	206	7	...	408	24	235	149	130	
38,855	...	35,466	3,299	90	1,254	105	1,149	39	4	...	...	...	...	...	
6,158	...	2,905	1,777	1,476	502	2	500	...	...	...	...	...	...	...	
14,782	...	8,741	5,294	747	1,292	214	1,078	67	13	3,364	2,168	959	237	742	
77,622	...	6,982	2,559	68,081	1,293	90	1,203	...	...	...	...	...	...	...	
6,440	...	4,242	1,318	880	268	52	216	15	14	67	...	32	35	32	
42,996	...	28,510	11,502	2,984	2,126	149	1,977	137	25	547	...	355	192	59	
197,233	...	90,881	30,294	76,058	8,877	918	7,959	326	66	4,626	2,432	1,581	613	963	Total of Ulster.
1,860	...	660	775	425	230	...	230	...	...	383	78	251	54	...	CONNAUGHT : Galway. Leitrim. Mayo. Roscommon. Sligo.
776	329	163	284	...	165	26	139	17	...	289	115	174	...	136	
500	...	...	500	...	161	61	100	18	...	...	...	...	...	...	
12,025	...	11,192	727	106	210	56	154	13	6	...	...	...	...	24	
2,716	...	1,679	771	266	235	75	160	12	7	590	216	158	216	...	
17,877	329	13,694	3,057	797	1,001	218	783	60	13	1,262	409	583	270	160	Total of Connaught.
255,225	329	118,775	51,481	84,640	15,401	2,321	13,080	824	161	13,810	5,175	5,955	2,680	3,129	Total of Ireland.

† Including 218£. in two cases pending at close of year.

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[TABLE 3—*continued*.]—PROCEEDINGS in the year 1877, under the

COUNTIES ARRANGED IN PROVINCES.	FOR IMPROVEMENTS, WHEN CLAIMED OR DECREED SEPARATELY.					FOR LOSS ON QUITTING HOLDING, OR DISTURBANCE AND IMPROVE- MENTS, WHEN CLAIMED OR DE- CREED NOT SEPARATELY.					FOR ULSTER TENANT-RIGHT OR SIMILAR CUSTOM, OR INCOMING PAYMENTS.				
	Amount claimed				Amount decreed, exclusive of Costs.	Amount claimed				Amount decreed, exclusive of Costs.	Amount claimed,				Amount decreed, exclusive of Costs.
	In all Cases entered.	In Cases disposed of otherwise than by Decree or Dismiss.	In Cases in which Decrees made.	In Cases dismissed.		In all cases entered.	In Cases disposed of otherwise than by Decree or Dismiss.	In Cases in which Decrees made.	In Cases dismissed.		In all Cases entered.	In Cases disposed of otherwise than by Decree or Dismiss.	In Cases in which Decrees made.	In Cases dismissed.	
LEINSTER :	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£
Carlow -	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Dublin -	306	...	236	70	33	...	...	...	...	...	...	...	...	...	...
Kildare -	869	340	447	82	147	...	...	...	...	...	...	...	...	...	...
Kilkenny -	24	...	...	24	...	...	...	...	...	...	...	...	...	...	...
King's County -	185	185	...	...	...	...	...	...	...	...	...	...	...	...	...
Longford -	264	97	156	11	8	...	...	...	...	...	41	†41	...	...	...
Louth -	330	†300	...	30	...	...	...	...	...	...	...	...	...	...	...
Meath -	1,583	...	686	897	603	450	...	346	104	320	...	...	...	...	...
Queen's County -	2,105	74	876	1,155	100	...	...	...	...	...	...	...	...	...	...
Westmeath -	588	...	268	320	96	276	...	276	...	35	...	...	...	...	...
Wexford -	1,264	...	1,264	...	694	3,680	3,253	355	72	...	...	...	...	...	...
Wicklow -	3,433	2,080	1,408	...	251	...	...	...	...	123	...	...	...	...	...
Total of Leinster	10,956	3,026	5,341	2,589	1,932	4,406	3,253	977	176	478	41	41	...	...	...
MUNSTER :															
Clare -	764	...	...	764	...	831	...	...	831	...	...	...	...	...	...
Cork, E.R. -	3,545	3,190	355	...	85	195	...	195	...	40	...	...	...	...	...
Cork, W.R. -	2,093	89	1,367	637	155	3,073	1,829	560	684	72	...	...	...	...	...
Kerry -	1,137	...	1,051	86	313	...	...	...	...	...	...	...	...	...	...
Limerick -	1,163	438	657	68	244	...	...	...	...	...	...	...	...	...	...
Tipperary -	3,846	...	3,836	10	198	...	...	...	...	...	...	...	...	...	...
Waterford -	143	...	...	143	...	...	...	...	...	...	...	...	...	...	...
Total of Munster	12,691	3,717	7,266	1,708	995	4,099	1,829	755	1,515	112	...	...	...	...	...
ULSTER :															
Antrim -	190	116	61	13	61	2,180	1,043	1,011	126	288	2,742	217	2,429	96	1,387
Armagh -	...	...	...	...	...	3,340	2,355	178	807	46	190	...	190	...	80
Cavan -	490	40	141	309	...	...	...	...	...	...	600	...	300	300	150
Donegal -	...	...	...	...	...	14,030	13,491	449	90	...	24,825	21,975	2,850	...	1,254
Down -	115	...	...	115	...	2,422	1,200	942	280	342	3,621	1,705	835	1,081	160
Fermanagh -	4,592	2,628	1,664	100	200	...	...	...	...	...	7,026	3,945	2,671	410	350
Londonderry -	...	...	...	...	...	806	302	504	...	317	76,816	6,680	2,055	68,081	976
Monaghan -	412	...	412	...	35	3,361	2,632	324	405	96	2,600	1,610	550	440	105
Tyrone -	...	...	...	...	30	19,024	12,440	5,899	685	1,347	23,425	16,070	5,248	2,107	690
Total of Ulster	5,599	2,784	2,278	537	326	45,163	33,463	9,307	2,393	2,436	141,845	52,202	17,128	72,515	5,152
CONNACHT :															
Galway -	744	348	183	213	...	733	234	341	158	230	...	...	...	...	...
Leitrim -	158	48	110	...	29	...	...	...	...	...	...	...	...	...	...
Mayo -	...	...	...	...	11	500	...	500	...	150	...	...	...	...	...
Roscommon -	...	...	...	...	...	12,025	11,192	727	106	186	...	...	...	...	...
Sligo -	2,126	1,463	613	50	235	...	...	...	...	...	...	...	...	...	...
Total of Con-naught.	3,028	1,859	906	263	275	13,258	11,426	1,568	264	566	...	...	...	...	...
Total of IRELAND	32,274	11,386	15,791	5,097	3,528	66,926	49,971	12,607	4,348	3,592	141,886	52,243	17,128	72,515	5,152

† Including an adjourned case pending at close of year, in which claim is as follows :—For loss on quitting holding, 213*l.*; for improvements, 201*l.*; total, 414*l.*

† Including 19*l.* in a case pending at close of year.

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Landlord and Tenant (Ireland) Act, 1870, from Returns made by the CLERKS of the PEACE.

APPEALS FROM LAND SESSIONS.															COUNTIES ARRANGED IN PROVINCES.
Amount Decreed at Sessions.							Amount added on Appeal.		Amount reduced on Appeal.		Amount Decreed at Assizes or Consolidated Nisi Prius.				
In Appeals entered.	In Appeals struck out.	In Appeals heard.	Where Decrees below reversed.	Where Amount decreed below increased.	Where Amount decreed below reduced.	Where Decrees below confirmed.	Where Dismiss below reversed.	Where Amount decreed below increased.	Where Decrees below reversed.	Where Amount decreed below reduced.	Where Dismisses below reversed.	Where Amount decreed below increased.	Where Amount decreed below reduced.	Where Decree below confirmed.	
£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	LEINSTER :
231	...	231	...	...	...	231	...	...	...	...	...	...	...	231	Carlow.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Dublin.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Kildare.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Kilkenny.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	King's County.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Longford.
963	...	963	...	...	885	78	...	...	...	585	...	...	300	78	Louth.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Meath.
88	...	88	...	...	...	88	...	...	...	...	...	...	...	...	Queen's County.
444	...	444	55	389	...	...	...	264	55	...	...	...	653	...	Westmeath.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Wexford.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Wicklow.
1,726	...	1,726	55	389	835	397	...	264	55	585	...	653	300	397	Total of Leinster.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	MUNSTER :
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Clare.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Cork, E.R.
77	...	77	...	...	77	...	...	...	...	30	...	...	47	...	Cork, W.R.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Kerry.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Limerick.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Tipperary.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Waterford.
77	...	77	...	...	77	...	...	...	...	30	...	...	47	...	Total of Munster.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	ULSTER :
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Antrim.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Armagh.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Cavan.
814	283	531	...	...	...	531	...	...	...	...	...	...	...	531	Donegal.
58	...	58	...	...	...	58	...	...	...	...	...	...	...	58	Down.
86	38	48	12	...	...	36	...	...	12	...	...	...	...	36	Fermanagh.
710	...	710	...	...	...	710	...	...	...	...	...	...	...	710	Londonderry.
128	...	128	...	...	128	...	...	...	...	42	...	...	86	...	Monaghan.
1,734	2	1,732	...	1,107	140	485	...	1,024	...	20	...	2,131	120	485	Tyrone.
3,530	323	3,207	12	1,107	268	1,820	...	1,024	12	62	...	2,131	206	1,820	Total of Ulster.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	CONNAUGHT :
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Galway.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Leitrim.
25	...	25	...	...	25	...	...	...	...	20	...	...	5	...	Mayo.
124	...	124	...	...	...	124	...	...	...	...	...	...	...	124	Roscommon.
234	...	234	...	...	234	...	...	...	...	43	...	...	191	...	Sligo.
383	...	383	...	...	259	124	...	...	...	63	...	...	196	124	Total of Connaught.
5,716	323	5,893	67	1,496	1,489	2,341	...	1,288	67	740	...	2,784	749	2,341	Total of IRELAND.

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(58.) COUNTY COURTS.—TABLE 4.—LAND SESSIONS—PROCEEDINGS in the year 1878, under the

COUNTIES ARRANGED IN PROVINCES.	Number of Places at which Land Sessions were held.	LAND SESSIONS.												APPEALS.			RESULT OF APPEALS HEARD.				
		Land Claim Cases.				Applications of Tenants to confirm Leases.				Applications of Tenants to register Improvements.				Entered.	Struck out.	Heard.	Decrees or Dismisses below reversed.	Amount decreed below increased.	Amount decreed below reduced.	Decrees or Dismisses below confirmed.	
		Number entered and lodged, including those pending at beginning of year.	Decrees.	Dismisses.	Otherwise disposed of.	Pending at end of year.	No. entered and lodged.	Applications granted.	Applications refused.	No. pending at end of year.	No. entered and lodged.	Applications granted.	Applications refused.								No. pending at end of year.
LEINSTER :																					
Carlow - -	1	4	...	...	3	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	
Dublin - -	3	1	...	...	...	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	
Kildare - -	4	2	...	1	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	
Kilkenny - -	2	6	4	2	...	...	...	...	...	...	...	...	...	3	1	2	...	...	1	1	
King's County - -	2	5	1	1	...	3	...	...	...	...	1	...	...	1	1	...	1	...	...	1	
Longford - -	2	7	6	...	1	...	...	...	...	...	...	...	...	1	1	...	...	...	...	...	
Louth - -	2	3	1	...	2	...	...	...	...	...	...	...	...	1	1	...	...	...	...	...	
Meath - -	4	9	4	3	1	1	...	...	...	...	...	...	...	1	...	1	...	...	...	1	
Queen's County - -	4	3	1	1	1	...	...	...	...	...	...	...	...	...	1	...	...	...	...	...	
Westmeath - -	3	11	2	5	3	1	...	...	...	...	...	...	...	1	1	1	...	...	...	1	
Wexford - -	4	14	9	3	1	1	...	...	...	...	...	...	...	7	*3	4	1	...	...	3	
Wicklow - -	2	8	1	3	2	2	...	...	...	...	1	...	1	...	1	...	...	...	...	1	
Total of Leinster	34	73	29	19	15	10	...	...	...	...	2	...	1	1	17	7	10	1	...	8	
MUNSTER :																					
Clare - -	2	14	4	4	2	4	...	...	...	...	...	...	...	3	...	3	...	...	2	1	
Cork, E.R. - -	5	14	5	3	4	2	10	10	...	...	1	1	...	4	1	3	1	...	1	1	
Cork, W.R. - -	5	13	7	4	2	...	3	3	...	...	2	...	1	2	2	...	...	...	...	...	
Kerry - -	3	17	7	4	5	1	...	...	...	...	...	...	...	8	†4	4	2	...	...	...	
Limerick - -	2	9	3	4	2	...	1	1	...	...	...	...	...	1	...	1	...	...	...	1	
Tipperary - -	5	7	1	1	5	...	...	...	...	...	...	...	...	1	...	1	...	...	...	1	
Waterford - -	3	10	5	2	3	...	1	...	...	1	...	...	...	2	...	2	1	...	1	...	
Total of Munster	25	84	32	22	23	7	15	14	...	1	3	1	1	21	7	14	4	...	4	6	
ULSTER :																					
Antrim - -	2	44	14	5	23	2	22	22	...	...	...	...	...	5	...	5	...	1	...	4	
Armagh - -	3	11	5	1	5	...	...	...	...	...	...	...	...	1	1	...	...	...	...	...	
Cavan - -	3	13	6	...	7	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	
Donegal - -	3	30	5	2	9	14	...	...	...	...	...	...	...	3	...	3	...	...	1	1	
Down - -	4	15	6	2	5	2	...	...	...	...	...	...	...	1	...	1	1	...	...	...	
Fermanagh - -	2	38	13	2	22	1	...	...	...	...	...	...	...	7	1	6	...	...	...	...	
Londonderry - -	3	39	8	3	28	...	...	...	...	...	...	...	...	2	1	1	...	...	1	...	
Monaghan - -	2	22	3	3	16	...	...	...	...	...	...	...	...	3	...	3	1	1	1	...	
Tyrone - -	4	58	18	2	37	1	...	...	...	...	...	...	...	2	...	2	...	...	...	2	
Total of Ulster	26	270	78	20	152	20	22	22	...	...	...	...	...	24	3	21	2	2	3	7	
CONNAUGHT :																					
Galway - -	6	7	3	...	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	
Leitrim - -	3	14	7	...	6	1	...	...	...	...	...	...	...	3	...	3	...	1	...	2	
Mayo - -	6	7	5	1	...	1	...	...	...	...	...	...	...	2	...	2	...	...	...	2	
Roscommon - -	6	46	12	...	27	7	...	...	...	...	...	...	...	4	2	2	...	...	2	...	
Sligo - -	2	13	7	3	2	1	1	...	...	1	...	...	...	...	...	...	...	...	...	...	
Total of Connaught.	23	87	34	7	35	11	1	...	...	1	...	...	...	9	2	7	...	1	2	4	
Total of IRELAND	108	514	173	68	225	48	38	36	...	2	5	1	2	2	71	19	52	7	3	25	

* These cases were adjourned.

† Includes two adjourned Cases.

§ One of these cases was not decided, being reserved for High Court of Appeal.

|| The Clerk of the Peace is unable to state how these Cases were disposed of, as in five of those heard at Spring Assizes, the Judge reserved his decision.

1878.

IRELAND.

Landlord and Tenant (Ireland) Act, 1870, from Returns made by the CLERKS of the PEACE.

AMOUNT CLAIMED.					AMOUNT DECREED, AND COSTS.					FOR LOSS ON QUITTING HOLDING, OR DISTURBANCE, WHEN CLAIMED OR DECREED SEPARATELY.					COUNTIES ARRANGED IN PROVINCES.	
In all Land Cases entered.	In Cases disposed of otherwise than by Decree or Dismiss.	In Cases in which Decrees made.	In Cases dismissed.	In Cases pending at end of year.	Amount decreed, exclusive of Costs.	Amount of Set-off for Landlord.	Net Amount decreed for Tenants.	Amount of Costs adjudged to Plaintiff.	Amount of Costs adjudged to Defendant.	Amount claimed						Amount decreed, exclusive of Costs.
										In all Cases entered.	In Cases disposed of otherwise than by Decree or Dismiss.	In Cases in which Decrees made.	In Cases dismissed.	In Cases pending at end of year.		
£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	
804	709	...	...	95	...	...	...	...	...	...	...	...	...	...	...	LEINSTER :
914	...	...	...	914	...	...	...	...	...	...	...	...	...	...	...	Carlow.
703	180	...	523	...	...	...	...	...	...	180	180	...	...	...	...	Dublin.
941	...	846	95	...	475	310	165	23	...	540	...	540	...	...	241	Kildare.
436	...	88	113	235	13	2	11	...	...	223	...	27	...	196	...	Kilkenny.
1,113	19	1,094	...	...	528	300	228	24	...	677	14	663	...	...	441	King's County.
2,672	2,562	110	...	...	70	28	42	5	...	323	213	110	...	...	70	Longford.
1,707	125	566	853	163	235	21	214	33	15	1,123	125	566	269	163	235	Louth.
950	35	219	696	...	30	14	16	9	...	105	35	...	70	...	...	Meath.
2,031	320	457	904	350	113	83	30	36	15	994	213	151	380	250	101	Queen's County.
3,650	133	2,751	610	156	1,086	211	875	64	5	...	...	...	...	...	...	Westmeath.
5,540	2,005	530	2,400	605	530	141	389	18	...	2,693	2,005	194	174	320	194	Wexford.
21,461	6,088	6,661	6,194	2,518	3,080	1,110	1,970	212	35	6,858	2,785	2,251	893	929	1,282	Total of Leinster.
3,973	370	1,308	1,370	925	626	153	473	63	...	299	...	100	199	...	70	MUNSTER :
2,525	1,085	1,088	144	208	469	118	351	24	...	2,281	971	1,088	144	78	469	Clare.
7,682	2,626	4,089	967	...	743	219	524	116	9	324	120	184	20	...	172	Cork, E.R.
6,139	2,899	1,572	361	1,307	714	210	504	66	10	1,798	423	568	89	718	373	Cork, W.R.
1,866	328	664	874	...	203	53	150	18	2	1,003	164	345	494	...	145	Kerry.
2,666	2,275	36	355	...	5	...	5	3	...	...	...	...	...	...	...	Limerick.
3,531	337	3,135	59	...	1,070	...	1,070	175	145	902	228	674	...	...	225	Tipperary.
28,382	9,920	11,892	4,130	2,440	3,830	753	3,077	365	66	6,607	1,906	2,959	946	796	1,454	Waterford.
28,382	9,920	11,892	4,130	2,440	3,830	753	3,077	365	66	6,607	1,906	2,959	946	796	1,454	Total of Munster.
7,571	3,886	2,388	816	481	1,292	446	846	80	28	...	...	...	...	...	...	ULSTER :
3,507	1,877	1,283	347	...	381	162	219	...	...	...	...	...	...	...	...	Antrim.
4,423	1,692	2,731	...	...	538	266	272	27	...	1,016	312	704	...	...	195	Armagh.
31,898	16,380	5,344	699	9,475	739	40	699	35	19	...	...	...	...	...	...	Cavan.
4,554	809	2,729	657	359	637	120	517	...	...	199	96	...	...	103	...	Donegal.
15,843	12,874	2,541	256	172	1,048	250	798	69	5	2,847	1,878	871	56	42	254	Down.
16,262	4,353	1,242	667	...	1,295	174	1,121	...	...	82	64	18	...	...	187	Fermanagh.
11,368	8,615	1,950	803	...	244	171	73	15	7	...	...	...	...	...	...	Londonderry.
25,684	17,025	5,727	837	2,095	2,131	58	2,073	118	14	...	...	...	...	...	...	Monaghan.
111,110	67,511	25,935	5,082	12,582	8,305	1,687	6,618	344	73	4,144	2,350	1,593	56	145	643	Tyrone.
111,110	67,511	25,935	5,082	12,582	8,305	1,687	6,618	344	73	4,144	2,350	1,593	56	145	643	Total of Ulster.
1,162	...	253	775	134	59	2	57	7	...	302	...	113	138	51	46	CONNAUGHT :
1,752	320	397	...	1,035	381	170	211	26	...	319	169	150	...	...	119	Galway.
5,151	...	850	56	4,245	392	40	352	34	5	...	...	...	...	...	...	Leitrim.
6,630	4,298	1,862	...	470	679	75	604	68	...	118	118	...	...	...	...	Mayo.
1,309	432	691	...	186	337	136	201	...	...	625	114	361	...	150	309	Roscommon.
16,004	5,050	4,053	831	6,070	1,848	423	1,425	135	5	1,364	401	624	138	201	474	Sligo.
16,004	5,050	4,053	831	6,070	1,848	423	1,425	135	5	1,364	401	624	138	201	474	Total of Connaught.
176,957	88,569	48,541	16,237	23,610	17,063	3,973	13,090	1,056	179	18,973	7,442	7,427	2,033	2,071	3,853	Total of IRELAND.

‡ Costs estimated by Clerk of the Peace.

¶ In Londonderry no records for October Session were kept by the late Clerk of the Peace. The figures therefore are estimated from the Returns made for Hilary, Easter, and Summer Sessions.

IRELAND.

1878.

(58.) COUNTY COURTS.—TABLE 4 *continued*.—LAND SESSIONS—PROCEEDINGS in the year 1878, under the

COUNTIES ARRANGED IN PROVINCES.	FOR IMPROVEMENTS, WHEN CLAIMED OR DECREED SEPARATELY.						FOR LOSS ON QUITTING HOLDING OR DISTURBANCE, AND IMPROVEMENTS WHEN CLAIMED OR DECREED NOT SEPARATELY.						FOR ULSTER TENANT-RIGHT OR SIMILAR CUSTOM, OR INCOMING PAYMENTS.					
	Amount claimed.					Amount decreed, exclusive of Costs.	Amount claimed.					Amount decreed, exclusive of Costs.	Amount claimed.					Amount decreed, exclusive of Costs.
	In all Cases entered.	In Cases disposed of otherwise than by Decree or Dismiss.	In Cases in which Decrees made.	In Cases dismissed.	In Cases pending at end of year.		In all Cases entered.	In Cases disposed of otherwise than by Decree or Dismiss.	In Cases in which Decrees made.	In Cases dismissed.	In Cases pending at end of year.		In all Cases entered.	In Cases disposed of otherwise than by Decree or Dismiss.	In Cases in which Decrees made.	In Cases dismissed.	In Cases pending at end of year.	
LEINSTER :	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£
Carlow - -	...	...	...	...	...	...	804	709	...	...	95	...	...	...	...	...	...	...
Dublin - -	914	...	...	...	914	...	...	...	...	...	...	...	...	...	...	...	...	...
Kildare - -	523	...	...	523	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Kilkenny - -	...	...	...	...	...	...	401	...	306	95	...	234	...	...	...	...	...	...
King's County - -	213	...	61	113	39	13	...	...	...	...	...	...	...	...	...	...	...	...
Longford - -	417	5	412	...	...	87	...	...	...	...	...	...	19	...	...	...	...	...
Louth - -	824	824	...	...	...	...	240	240	...	...	...	...	1,285	1,285	...	...	...	...
Meath - -	584	...	...	584	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Queen's County - -	845	...	219	626	...	30	...	...	...	...	...	...	...	...	...	...	...	...
Westmeath - -	1,037	107	306	524	100	12	...	...	...	...	...	...	...	...	...	...	...	...
Wexford - -	2,928	...	2,401	527	...	1,031	722	133	350	83	156	55	...	...	...	...	...	...
Wicklow - -	2,847	...	336	2,226	285	336	...	...	...	...	...	...	...	...	...	...	...	...
Total of Leinster	11,132	936	3,735	5,123	1,338	1,509	2,167	1,082	656	178	251	289	1,304	1,285	19	...	...	...
MUNSTER :																		
Clare - -	525	16	139	370	...	52	3,149	354	1,069	801	925	504	...	...	...	...	...	...
Cork, E.R. - -	244	114	...	...	130	...	...	...	...	...	...	...	...	...	...	...	...	...
Cork, W.R. - -	7,112	2,506	3,905	701	...	571	246	...	...	246	...	...	...	...	...	...	...	...
Kerry - -	4,341	2,476	1,004	272	589	341	...	...	...	...	...	...	...	...	...	...	...	...
Limerick - -	863	764	319	380	...	58	...	...	...	...	...	...	...	...	...	...	...	...
Tipperary - -	1,935	1,580	...	355	...	...	731	695	36	...	...	5	...	...	...	...	...	...
Waterford - -	2,629	109	2,461	59	...	535	...	...	...	...	...	310	...	...	...	...	...	...
Total of Munster	17,649	6,965	7,828	2,137	719	1,557	4,126	1,049	1,105	1,047	925	819	...	...	...	...	...	...
ULSTER :																		
Antrim - -	218	167	51	...	...	123	4,337	1,443	1,747	666	481	736	3,016	2,276	590	150	...	433
Armagh - -	...	...	...	...	...	...	1,679	999	553	127	...	61	1,828	878	730	220	...	320
Cavan - -	777	150	627	...	...	8	...	...	...	...	...	...	2,630	1,230	1,400	...	...	335
Donegal - -	494	494	...	...	...	...	10,005	6,903	1,854	24	1,224	44	21,399	8,983	3,490	675	8,251	695
Down - -	...	...	...	...	...	15	1,510	253	924	277	56	126	2,845	460	1,805	380	200	496
Fermanagh - -	5,206	4,256	820	100	30	34	...	...	...	...	...	...	7,790	6,740	850	100	100	760
Londonderry - -	...	...	...	...	...	268	667	520	147	...	...	...	5,513	3,769	1,077	667	...	840
Monaghan - -	...	...	...	...	...	...	6,337	5,070	790	477	...	62	5,031	3,545	1,160	326	...	182
Tyrone - -	...	...	...	...	...	26	11,617	6,917	2,718	687	1,295	190	14,067	10,108	3,009	150	800	1,908
Total of Ulster	6,695	5,067	1,498	100	30	474	36,152	22,105	8,733	2,258	3,056	1,219	64,119	37,989	14,111	2,668	9,351	5,969
CONNAUGHT :																		
Galway - -	860	...	140	637	83	13	...	...	...	...	...	...	...	...	...	...	...	...
Leitrim - -	278	151	127	...	...	86	1,155	...	120	...	1,035	176	...	...	...	...	...	...
Mayo - -	4,245	...	...	...	4,245	...	906	...	850	56	...	392	...	...	...	...	...	...
Roscommon - -	...	...	...	...	...	...	6,512	4,180	1,862	...	470	674	...	...	...	...	...	...
Sligo - -	684	318	330	...	36	28	...	...	...	...	...	...	...	...	...	...	...	...
Total of Connaught.	6,067	469	597	637	4,364	127	8,573	4,180	2,832	56	1,505	1,247	...	...	...	...	...	...
Total of Ireland -	41,543	13,437	13,658	7,997	6,451	3,667	51,018	28,416	13,326	3,539	5,737	3,574	65,423	39,274	14,130	2,668	9,351	5,969

1878.

IRELAND.

Landlord and Tenant (Ireland) Act, 1870, from Returns made by the CLERKS of the PEACE.

APPEALS FROM LAND SESSIONS.

COUNTIES
ARRANGED
IN
PROVINCES.

Amount decreed at Sessions.							Amount added on Appeal.		Amount reduced on Appeal.		Amount decreed at Assizes or Consolidated Nisi Prius.			
In Appeals entered.	In Appeals struck out.	In Appeals heard.	Where Decrees below reversed.	Where Amount decreed below increased.	Where Amount decreed below reduced.	Where Decrees below confirmed.	Where Dismiss below reversed.	Where Amount decreed below increased.	Where Decrees below reversed.	Where Amount decreed below reduced.	Where Dismisses below reversed.	Where Amount decreed below increased.	Where Amount decreed below reduced.	Where Decree below confirmed.

£	£	£	£	£	£	£	£	£	£	£	£	£	£	£
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
209	...	209	...	...	31	178	...	...	...	8	...	...	23	178
11	...	11	...	...	...	11	...	...	...	...	...	...	...	11
12	12	...	...	...	...	...	...	...	...	...	...	...	...	...
138	138	...	...	...	...	...	...	...	...	...	...	...	...	...
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
30	30	...	...	...	...	...	...	...	...	...	...	...	...	...
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
274	*120	154	150	...	...	4	...	...	...	150	...	...	...	4
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...

LEINSTER :
Carlow.
Dublin.
Kildare.
Kilkenny.
King's County.
Longford.
Louth.
Meath.
Queen's County.
Westmeath.
Wexford.
Wicklow.

674	300	374	150	...	31	193	...	...	...	158	...	...	23	193
-----	-----	-----	-----	-----	----	-----	-----	-----	-----	-----	-----	-----	----	-----

Total of Leinster.

267	...	267	...	...	267	...	...	...	...	196	...	...	71	...
347	110	237	...	...	236	1	25	...	...	101	25	...	135	1
271	271	...	...	...	...	...	...	...	...	...	...	...	...	...
370	†354	16	16	...	...	...	...	...	16	...	...	...	...	...
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
239	...	239	...	...	239	...	20	...	...	236	20	...	3	...

MUNSTER :
Clare.
Cork, E.R.
Cork, W.R.
Kerry.
Limerick.
Tipperary.
Waterford.

6,494	735	759	16	...	742	1	45	...	16	533	45	...	209	1
-------	-----	-----	----	-----	-----	---	----	-----	----	-----	----	-----	-----	---

Total of Munster.

196	...	196	...	17	...	179	...	177	...	...	...	194	...	179
21	21	...	...	...	...	...	...	...	...	...	...	...	...	...
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
802	...	†802	...	...	465	...	...	...	...	92	...	...	373	...
...	...	...	...	...	...	...	5	...	...	...	5	...	...	...
696	213	§483	...	...	...	...	...	...	...	...	...	...	...	...
533	33	500	...	...	500	...	...	...	...	500	...	...	...	...
177	...	177	...	142	35	...	30	35	...	15	30	177	20	...
41	...	41	...	...	...	41	...	...	...	...	...	...	...	41

ULSTER :
Antrim.
Armagh.
Cavan.
Donegal.
Down.
Fermanagh.
Londonderry.
Monaghan.
Tyrone.

2,466	267	2,199	...	159	1,000	220	35	212	...	607	35	371	393	220
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Total of Ulster.

...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
109	...	109	...	3	...	106	...	2	...	...	...	5	...	106
192	...	192	...	...	...	192	...	...	...	...	...	...	...	192
249	137	112	...	...	112	...	...	...	...	25	...	...	87	...
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...

CONNAUGHT :
Galway.
Leitrim.
Mayo.
Roscommon.
Sligo.

550	137	413	...	3	112	298	...	2	...	25	...	5	87	298
-----	-----	-----	-----	---	-----	-----	-----	---	-----	----	-----	---	----	-----

Total of Con-naught.

5,184	1,439	3,745	166	162	1,885	712	80	214	16	1,323	80	376	712	712
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Total of Ireland.

* Amount of three cases adjourned.

† Includes two cases adjourned ; amount 139l. 9s. 5d.

‡ 337l. in case reserved for High Court of Appeal.

§ The Clerk of the Peace is unable to state how these cases were disposed of, as in five of those heard at Spring Assizes the Judge reserved his decision.

|| Judge's decision reserved.

IRELAND.

1879.

(58.) COUNTY COURTS.—TABLE 4.—LAND SESSIONS—PROCEEDINGS in the year 1879, under the

COUNTIES ARRANGED IN PROVINCES.	Number of Places at which Land Sessions were held.	LAND SESSIONS.												APPEALS.			RESULT OF APPEALS HEARD.				
		Land Claim Cases.				Applications of Tenants to confirm Leases.				Applications of Tenants to register Improvements.				Entered.	Struck out or pending.	Heard.	Decrees or Dismisses below reversed.	Amount decreed below increased.	Amount decreed below reduced.	Decrees or Dismisses below confirmed.	
		Number entered and lodged, including those pending at beginning of year.	Decrees.	Dismisses.	Otherwise disposed of.	Pending at end of year.	No. entered and lodged.	Applications granted.	Applications refused.	No pending at end of year.	No. entered and lodged.	Applications granted.	Applications refused.								No. pending at end of year.
LEINSTER :																					
Carlow - -	2	3	...	1	...	2	...	...	...	...	...	...	...	1	...	1	...	...	...	1	...
Dublin - -	3	4	2	...	...	2	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Kildare - -	4	5	2	2	1	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Kilkenny - -	2	1	...	1	...	...	...	...	...	...	...	...	...	1	...	1	...	...	...	1	...
King's County - -	2	5	4	...	...	...	...	...	...	...	1	1	...	...	...	...	...	...	...	...	...
Longford - -	2	3	1	...	2	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Louth - -	2	2	1	...	1	...	...	...	...	...	...	...	...	1	...	1	...	...	1	...	...
Meath - -	4	4	3	...	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Queen's County - -	4	4	1	1	1	1	...	...	...	...	...	...	...	...	...	1	...	...	...	1	...
Westmeath - -	3	4	1	...	1	...	...	...	...	...	...	...	...	2	1	1	...	...	...	1	...
Wexford - -	4	11	5	5	1	...	...	...	...	...	3	†3	...	...	...	...	...	†1	3	1	1
Wicklow - -	2	5	1	3	1	...	...	...	...	...	...	...	...	2	1	1	...	...	...	1	...
Total of Leinster	34	53	21	17	9	6	...	...	...	...	4	4	...	...	14	2	12	1	3	2	6
MUNSTER :																					
Clare - -	2	11	1	5	2	3	...	...	...	...	...	...	...	1	...	1	...	...	...	1	...
Cork, E.R. - -	5	12	4	4	...	1	3	3	...	...	4	3	...	1	...	1	...	...	...	...	...
Cork, W.R. - -	5	8	4	1	1	2	...	...	...	...	3	2	1	...	2	...	2	...	1	...	...
Kerry - -	3	17	9	1	7	...	...	...	...	...	...	...	...	3	2	1	...	...	1	...	...
Limerick - -	2	1	1	...	...	...	...	...	...	...	...	...	...	1	1	...	...	...	...	...	...
Tipperary - -	5	5	...	2	2	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Waterford - -	8	7	2	...	...	...	...	...	...	...	...	...	...	2	...	2	...	...	...	2	...
Total of Munster	25	61	21	13	18	9	3	3	...	...	7	5	1	1	10	3	7	2	2	3	...
ULSTER :																					
Antrim - -	2	21	4	2	15	...	32	32	...	...	...	...	...	2	1	1	...	...	...	...	1
Armagh - -	3	16	2	9	4	1	...	...	...	...	...	...	...	1	1	...	...	...	...	...	...
Cavan - -	3	5	1	3	...	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Donegal - -	3	26	6	3	12	5	...	...	...	...	...	...	...	5	2	3	...	...	...	2	1
Down - -	4	17	9	...	4	4	...	...	...	...	...	...	...	1	...	1	...	...	...	1	...
Fermanagh - -	2	46	10	1	35	...	...	...	...	...	...	...	...	1	1	...	...	...	...	...	...
Londonderry - -	8	27	11	8	6	2	...	...	...	...	...	...	...	2	...	2	...	...	...	1	1
Monaghan - -	2	6	4	1	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Tyrone - -	4	39	11	1	25	2	...	...	...	...	...	...	...	11	4	7	...	...	...	1	6
Total of Ulster -	26	203	58	28	102	15	32	32	...	...	...	...	...	23	9	14	...	...	...	5	9
CONNAUGHT :																					
Galway - -	6	5	1	...	4	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Leitrim - -	5	8	5	1	2	...	...	...	...	...	...	...	...	1	...	1	1	...	...	...	...
Mayo - -	6	8	3	4	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Roscommon - -	6	14	5	...	4	5	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Sligo - -	2	11	6	1	4	...	...	...	...	...	...	...	...	1	1	...	...	...	...	...	...
Total of Connaught.	23	46	20	6	15	5	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Total of Ireland-	108	363	120	64	144	35	35	35	...	...	11	9	1	1	49	15	34	4	5	10	15

* Estimated by Clerk of Peace.

† Granted as to some improvements, and refused as to others.

1879.

IRELAND.

Landlord and Tenant (Ireland) Act, 1870, from Returns made by the CLERKS of the PEACE.

AMOUNT CLAIMED.					AMOUNT DECREED, AND COSTS.					FOR LOSS ON QUITTING HOLDING, OR DISTURBANCE, WHEN CLAIMED OR DECREED SEPARATELY.					COUNTIES ARRANGED IN PROVINCES.		
In all Land Cases entered.	In Cases disposed of otherwise than by Decree or Dismiss.	In Cases in which Decrees made.	In Cases dismissed.	In Cases pending at end of year.	Amount decreed, exclusive of Costs.	Amount of Set-off for Landlord.	Net Amount decreed for Tenants.	Amount of Costs adjudged to Plaintiff.	Amount of Costs adjudged to Defendant.	Amount claimed.							Amount Decreed, exclusive of Costs.
										In all Cases entered.	In Cases disposed of otherwise than by Decree or Dismiss.	In Cases in which Decrees made.	In Cases dismissed.	In Cases pending at end of year.			
£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£		
1,334	...	...	148	1,186	...	...	...	...	7	...	...	...	...	...	...	LEINSTER :	
4,381	...	961	...	3,420	288	89	199	31	...	...	...	...	...	...	...	Carlow.	
1,671	220	416	111	924	116	55	61	*10	...	389	153	145	91	...	73	Dublin.	
504	...	...	504	...	...	...	...	...	...	129	...	...	129	...	...	Kildare.	
506	...	299	207	...	136	60	76	30	13	...	...	...	...	...	...	Kilkenny.	
850	745	105	...	...	82	26	56	9	...	373	268	105	...	...	82	King's County.	
1,873	1,823	50	...	...	10	...	10	4	...	369	355	14	...	...	4	Longford.	
2,153	20	2,133	...	...	602	94	508	52	10	226	17	209	...	...	105	Louth.	
998	17	87	688	206	15	...	15	6	22	17	17	...	...	...	...	Meath.	
1,409	685	350	374	...	135	125	10	5	12	485	100	250	135	...	125	Queen's County.	
2,156	245	891	1,020	...	471	11	460	55	10	...	...	...	...	...	...	Westmeath.	
986	160	375	451	...	134	110	24	13	8	598	160	221	217	...	110	Wexford.	
																Wicklow,	
18,821	3,915	5,667	3,503	5,736	1,989	570	1,419	215	82	2,586	1,070	944	572	...	499	Total of Leinster	
2,373	500	116	859	898	77	29	48	14	60	1,109	257	29	490	333	29	MUNSTER :	
1,751	254	536	747	214	247	101	146	11	...	459	...	119	176	164	142	Clare.	
1,514	480	858	35	141	325	98	227	17	...	544	115	331	...	98	55	Cork, E.R.	
3,681	710	2,720	251	...	688	275	413	84	...	1,366	538	690	138	...	307	Cork, W.R.	
113	...	113	...	...	26	10	16	4	...	45	...	45	...	...	26	Kerry.	
2,159	1,189	...	501	469	...	...	...	...	7	387	173	...	128	86	...	Limerick.	
1,789	807	857	...	75	247	180	67	23	...	92	17	...	...	75	...	Tipperary.	
																Waterford.	
13,330	3,940	5,200	2,393	1,797	1,610	693	917	153	67	4,002	1,100	1,214	932	756	559	Total of Munster	
3,608	1,487	1,203	918	...	277	88	189	25	20	105	105	...	...	...	...	ULSTER :	
5,220	983	698	3,359	180	158	49	109	20	45	...	...	...	...	...	...	Antrim.	
732	...	294	212	226	125	...	125	...	13	118	...	102	2	14	...	Armagh.	
13,328	2,126	3,059	1,064	7,079	892	118	774	40	21	...	...	...	...	...	...	Cavan.	
6,523	793	5,143	...	587	2,860	291	2,569	67	...	976	288	465	...	223	6	Donegal.	
11,352	9,866	1,428	58	...	489	116	373	47	4	3,504	3,063	425	16	...	256	Down.	
9,963	1,097	3,857	1,379	3,630	1,585	159	1,426	78	42	723	...	567	156	...	168	Fermanagh.	
798	43	555	200	...	270	31	239	24	...	...	...	...	...	...	...	Londonderry.	
21,217	13,366	5,541	2,000	310	1,002	94	908	*54	*14	1,156	909	247	...	...	38	Monaghan.	
																Tyrone.	
72,741	29,761	21,778	9,190	12,012	7,658	946	6,712	355	159	6,582	4,365	1,806	174	237	468	Total of Ulster.	
1,730	1,484	246	...	...	100	37	63	5	...	821	575	246	...	...	100	CONNAUGHT :	
2,036	412	1,568	56	...	743	318	425	80	7	393	187	150	56	...	80	Galway.	
4,845	4,245	340	260	...	127	17	110	18	18	...	...	...	...	...	...	Leitrim.	
3,416	512	2,532	...	372	168	82	86	20	7	57	...	57	...	...	35	Mayo.	
1,412	637	711	64	...	259	27	232	...	...	380	73	307	...	...	173	Roscommon.	
																Sligo.	
13,439	7,290	5,397	380	372	1,397	481	916	123	32	1,651	835	760	56	...	388	Total of Con-naught.	
118331	44,906	38,042	15,466	19,917	12,654	2,690	9,964	846	340	14,821	7,370	4,724	1,734	993	1,914	Total of Ireland.	

† Case stated for Court for Land Cases Reserved.

§ This was an application to register improvements which was granted on Appeal with costs.

|| Pending at end of year.

IRELAND.

1879.

(58.) COUNTY COURTS.—TABLE 4 *continued*.—LAND SESSIONS—PROCEEDINGS in the year 1879, under the

COUNTIES ARRANGED IN PROVINCES.	FOR IMPROVEMENTS, WHEN CLAIMED OR DECREED SEPARATELY.						FOR LOSS ON QUITTING HOLDING, OR DISTURBANCE AND IMPROVEMENTS, WHEN CLAIMED OR DECREED NOT SEPARATELY.						FOR ULSTER TENANT-RIGHT OR SIMILAR CUSTOM, OR INCOMING PAYMENTS.					
	Amount claimed.					Amount decreed, exclusive of Costs.	Amount claimed.					Amount decreed, exclusive of Costs.	Amount claimed.					Amount decreed, exclusive of Costs.
	In all Cases entered.	In Cases disposed of otherwise than by Decree or Dismiss.	In Cases in which Decrees made.	In Cases dismissed.	In Cases pending at end of year.		In all Cases entered.	In Cases disposed of otherwise than by Decree or Dismiss.	In Cases in which Decrees made.	In Cases dismissed.	In Cases pending at end of year.		In all Cases entered.	In Cases disposed of otherwise than by Decree or Dismiss.	In Cases in which Decrees made.	In Cases dismissed.	In Cases pending at end of year.	
LEINSTER :	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£
Carlow - -	1,186	...	...	...	1,186	...	148	...	...	148	...	...	...	...	...	...	...	...
Dublin - -	3,420	...	...	...	3,420	...	961	...	961	...	...	288	...	...	...	...	...	...
Kildare - -	1,258	67	247	20	924	43	...	...	...	...	...	...	24	...	24	...	...	...
Kilkenny - -	375	...	...	...	375	...	...	...	...	...	...	...	...	...	...	...	...	...
King's County - -	...	...	...	...	...	...	506	...	299	207	...	136	...	...	...	...	...	...
Longford - -	477	477	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Louth - -	995	968	27	...	...	6	...	...	...	...	...	...	509	500	9	...	...	...
Meath - -	3	3	...	...	...	...	1,924	...	1,924	...	...	497	...	...	...	...	...	...
Queen's County - -	894	...	...	688	206	...	87	...	87	...	...	15	...	...	...	...	...	...
Westmeath - -	924	585	100	239	...	10	...	...	...	...	...	...	...	...	...	...	...	...
Wexford - -	210	...	210	...	...	142	1,946	245	681	1,020	...	329	...	...	...	...	...	...
Wicklow - -	388	...	154	234	...	24	...	...	...	...	...	...	...	...	...	...	...	...
Total of Leinster	10,130	2,100	738	1,556	5,736	225	5,572	245	3,952	1,375	...	1,265	533	500	33	...	...	...
MUNSTER:																		
Clare - -	1,264	243	87	369	565	48	...	...	...	...	...	...	...	...	...	...	...	...
Cork, E. R. - -	326	...	117	159	50	105	966	254	300	412	...	...	...	...	...	...	...	...
Cork, W. R. - -	970	365	527	35	43	270	...	...	...	...	...	...	...	...	...	...	...	...
Kerry - -	2,315	172	2,030	113	...	186	...	...	...	...	...	195	...	...	...	...	...	...
Limerick - -	68	...	68	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Tipperary - -	1,772	1,016	...	373	383	...	...	...	...	...	...	...	...	...	...	...	...	...
Waterford - -	380	...	386	...	...	247	1,261	790	471	...	...	...	...	...	...	...	...	...
Total of Munster	7,101	1,796	3,215	1,049	1,041	856	2,227	1,044	771	412	...	195	...	...	...	...	...	...
ULSTER:																		
Antrim - -	...	...	...	...	...	71	3,313	1,382	1,013	918	...	86	190	...	190	...	...	120
Armagh - -	...	...	...	...	...	...	1,231	394	448	389	...	20	3,989	589	250	2,970	180	138
Cavan - -	189	...	67	10	112	...	125	...	125	...	...	125	300	...	...	200	100	...
Donegal - -	...	...	...	...	...	90	1,912	235	934	364	379	22	11,416	1,891	2,125	700	6,700	780
Down - -	1,404	358	970	...	76	10	195	57	...	...	138	34	3,948	90	3,708	...	150	2,810
Fermanagh - -	2,588	2,158	418	12	...	213	...	...	...	...	...	...	5,260	4,645	585	30	...	20
Londonderry - -	864	...	695	169	...	270	...	...	...	...	...	...	8,376	1,097	2,595	1,054	3,630	1,147
Monaghan - -	...	...	...	...	...	...	598	43	555	...	...	270	200	...	...	200	...	...
Tyrone - -	5,965	3,994	1,971	...	...	59	...	...	...	...	...	...	14,096	8,463	3,323	2,000	310	905
Total of Ulster	11,010	6,516	4,121	191	188	713	7,374	2,111	3,075	1,671	517	557	47,775	16,775	12,776	7,154	11,070	5,920
CONNAUGHT:																		
Galway - -	909	909	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Leitrim - -	1,643	225	1,418	...	...	663	...	...	...	...	...	...	...	...	...	...	...	...
Mayo - -	4,245	4,245	...	...	...	...	600	...	340	260	...	127	...	...	...	...	...	...
Roscommon - -	...	...	...	...	...	...	3,359	512	2,475	...	372	133	...	...	...	...	...	...
Sligo - -	514	110	404	...	...	86	518	454	...	64	...	...	...	...	...	...	...	...
Total of Connaught	7,311	5,489	1,822	...	...	749	4,477	966	2,815	324	372	260	...	...	...	...	...	...
Total of IRELAND	35,552	15,895	9,896	2,796	6,965	2,543	19,650	4,366	10,613	3,782	889	2,277	48,308	17,275	12,809	7,154	11,070	5,920

1879.

IRELAND.

Landlord and Tenant (Ireland) Act, 1870, from Returns made by the Clerks of the Peace.

APPEALS FROM LAND SESSIONS.															COUNTIES ARRANGED IN PROVINCES.
Amount decreed at Sessions.							Amount added on Appeal.		Amount reduced on Appeal.		Amount decreed at Assizes or by Judges of Consolidated Jury Trial Court.				
In Appeals entered.	In Appeals struck out.	In Appeals heard.	Where Decrees below reversed.	Where Amount decreed below increased.	Where Amount decreed below reduced.	Where Decrees below confirmed.	Where Dismiss below reversed.	Where Amount decreed below increased.	Where Decrees below reversed.	Where Amount decreed below reduced.	Where Dismisses below reversed.	Where Amount decreed below increased.	Where Amount decreed below reduced.	Where Decree below confirmed.	
£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	
148	...	148	...	...	...	148	...	...	...	...	...	...	...	148	LEINSTER :
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Carlow.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Dublin.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Kildare.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Kilkenny.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	King's County.
15	...	15	...	...	15	...	...	...	...	10	...	...	5	...	Longford.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Louth.
...	...	...	...	...	...	...	62	...	...	...	62	...	...	...	Meath.
10	10	...	...	...	...	...	...	...	...	...	...	...	...	...	Queen's County.
309	...	309	...	120	142	47	...	25	...	92	...	145	50	47	Westmeath.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Wexford.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Wicklow.
482	10	472	...	120	157	195	62	25	...	102	62	145	55	195	Total of Leinster.
47	...	47	...	...	47	...	...	...	...	29	...	...	18	...	MUNSTER:
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Clare.
24	...	24	...	24	...	...	...	25	...	...	...	49	...	...	Cork, E. R.
187	156	31	...	31	...	...	...	49	...	...	...	80	...	...	Cork, W. R.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Kerry.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Limerick.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Tipperary.
191	...	191	...	...	191	...	...	...	...	34	...	...	157	...	Waterford.
449	156	293	...	55	238	...	...	74	...	63	...	129	175	...	Total of Munster.
61	...	61	...	...	...	61	...	...	...	...	...	...	...	61	ULSTER:
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Antrim.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Armagh.
680	159	521	...	...	496	25	...	...	...	60	...	...	436	25	Cavan.
78	...	78	...	...	78	...	...	...	...	2	...	...	76	...	Donegal.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Down.
500	...	500	...	...	500	...	...	...	...	200	...	...	300	...	Fermanagh.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Londonderry.
1,455	298	1,157	...	...	67	1,090	...	...	...	7	...	...	60	1,090	Monaghan.
2,774	457	2,317	...	...	1,141	1,176	...	...	...	269	...	...	872	1,176	Total of Ulster.
32	...	32	32	...	...	...	...	...	32	...	...	...	...	...	CONNAUGHT:
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Galway.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Leitrim.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Mayo.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Roscommon.
32	...	32	32	...	...	...	...	...	32	...	...	...	...	...	Sligo.
3,737	623	3,114	32	175	1,536	1,371	62	99	32	434	62	274	1,102	1,371	Total of IRELAND.

IRELAND.

1880.

(58.) COUNTY COURTS.—TABLE 2.—LAND SESSIONS—PROCEEDINGS in the year 1880, under the

COUNTIES ARRANGED IN PROVINCES.	Number of Places at which Land Sessions were held.	LAND SESSIONS.												APPEALS.			RESULT OF AP- PEALS HEARD.								
		Land Claim Cases.						Applications of Tenants to confirm Leases.				Applications of Tenants to register Improvements.				Entered.	Struck out or pending.	Heard.	Decrees or Dismisses below reversed.	Amount decreed below increased.	Amount decreed below reduced.	Decrees or Dismisses below confirmed.			
		Number entered and lodged, including those pending at beginning of year.	Decrees.	Dismisses.	Otherwise disposed of.	Pending at end of year.	No. entered and lodged.	Applications granted.	Applications refused.	No. pending at end of year.	No. entered and lodged.	Applications granted.	Applications refused.	No pending at end of year.											
LEINSTER :																									
Carlow -	13	3	2	1	...	...	...	...	...	...	...	...	...	...	1	*1	...	...	...	...	...	...	...	...	...
Dublin -	3	4	1	1	...	2	...	...	...	...	...	...	...	...	1	...	1	...	...	...	...	...	...	...	1
Kildare -	4	3	1	...	1	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Kilkenny -	2	1	...	...	...	1	...	...	...	...	...	1	1	...	...	...	...	...	...	...	...	...	...	...	...
King's County	2	6	1	3	...	2	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Longford -	2	3	1	2	...	...	...	...	...	...	...	...	...	...	1	...	1	...	...	...	...	...	...	...	1
Louth -	2	1	1	...	...	...	...	...	...	...	...	...	...	...	1	1	...	...	...	...	...	...	...	...	...
Meath -	3	2	...	...	2	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Queen's County	3	3	...	2	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Westmeath -	2	2	1	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Wexford -	6	9	4	2	2	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Wicklow -	2	2	1	1	...	...	1	...	1	...	...	...	...	...	2	...	2	...	...	1	...	...	...	...	1
Total of Leinster	39	39	13	13	6	7	1	...	1	...	1	1	...	...	6	2	4	...	1	...	...	...	...	...	3
MUNSTER:																									
Clare -	2	7	3	1	2	1	...	...	...	...	...	...	...	...	1	...	1	...	...	...	1	...	...	...	...
Cork, E. R. -	5	17	5	6	5	1	1	1	...	...	3	1	...	2	1	...	1	...	...	...	...	...	...	...	1
Cork, W. R. -	5	5	5	...	...	...	...	...	...	...	...	...	...	...	1	1	...	...	...	...	...	...	...	...	...
Kerry -	3	9	5	3	1	...	...	...	...	...	...	...	...	...	6	3	3	...	2	...	...	...	...	1	
Limerick -	2	3	1	2	...	...	...	...	...	...	1	1	...	...	...	...	...	...	...	...	...	...	...	...	...
Lipperary -	4	5	1	2	2	...	...	...	...	...	...	...	...	...	1	1	...	...	...	...	...	...	...	...	...
Waterford -	3	6	3	...	3	...	...	...	...	...	...	...	...	...	2	1	1	...	...	...	1	...	...	...	...
Total of Munster	24	52	23	14	13	2	1	1	...	...	4	2	...	2	12	6	6	...	2	2	2	2	2	2	2
ULSTER:																									
Antrim -	2	5	4	...	...	1	...	...	...	...	...	...	...	...	2	...	2	...	1	...	...	...	...	...	1
Armagh -	3	12	...	...	5	1	...	...	...	...	...	...	...	...	2	1	1	...	...	...	...	...	...	...	1
Cavan -	3	15	9	2	3	1	...	...	...	...	...	...	...	...	4	1	3	1	...	...	...	...	...	...	...
Donegal -	3	23	9	1	8	5	...	...	...	...	...	...	...	...	2	...	2	...	...	...	...	...	...	...	2
Down -	4	...	4	2	3	...	...	...	...	...	...	...	...	...	8	1	7	1	...	3	...	...	...	3	3
Fermanagh -	2	22	5	1	13	3	...	...	...	...	...	...	...	...	2	2	...	...	...	...	...	...	...	...	...
Londonderry -	3	23	5	5	12	1	...	...	...	...	...	...	...	...	4	1	3	...	...	...	...	...	...	...	3
Monaghan -	2	7	4	...	3	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Tyrone -	4	18	3	...	14	1	...	...	...	...	...	...	...	...	6	2	4	...	...	...	...	...	...	...	4
Total of Ulster	26	134	49	11	61	13	...	...	...	...	...	...	...	...	30	8	22	2	1	5	14	14	14	14	14
CONNAUGHT:																									
Galway -	12	92	...	...	86	...	...	...	...	...	1	...	...	1	...	...	...	...	...	...	...	...	...	...	...
Leitrim -	3	3	1	...	2	...	1	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Mayo -	6	12	8	1	3	...	...	...	...	...	†1	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Rosecommon -	10	...	1	...	1	4	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Sligo -	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Total of Con- naught.	31	113	10	1	92	10	1	1	...	...	2	...	...	2	...	...	...	...	...	...	...	...	...	...	...
Total of IRELAND	120	338	95	39	172	32	3	2	1	...	7	3	...	4	48	16	32	2	4	7	19	19	19	19	19

* Pending at end of year.

† Approximated by Clerk of Peace.

† The Clerk of the Peace states that the alleged value of the improvements sought to be registered amounted to the sum of 18,439*l.* 13*s.* 11*d.*

1880.

IRELAND.

Landlord and Tenant (Ireland) Act, 1870, from Returns made by the Clerks of the Peace.

AMOUNT CLAIMED.					AMOUNT DECREED, AND COSTS.					FOR LOSS ON QUITTING HOLDING, OR DISTURBANCE, WHEN CLAIMED OR DECREED SEPARATELY.					COUNTIES ARRANGED IN PROVINCES.	
In all Land Cases entered.	In Cases disposed of otherwise than by Decree or Dismiss.	In Cases in which Decrees made.	In Cases dismissed.	In Cases pending at end of year.	Amount decreed, exclusive of Costs.	Amount of Set-off for Landlord.	Net Amount decreed for Tenants.	Amount of Costs adjudged to Plaintiff.	Amount of Costs adjudged to Defendant.	Amount Claimed,						Amount decreed, exclusive of Costs.
										In all Cases entered.	In Cases disposed of otherwise than by Decree or Dismiss.	In Cases in which Decrees made.	In Cases dismissed.	In Cases pending at end of year.		
£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	LEINSTER :
1,359	...	1,137	222	...	343	186	157	27	...	...	...	...	...	...	...	Carlow.
3,809	...	285	104	3,420	129	35	94	10	†8	303	...	250	53	...	94	Dublin.
2,835	1,336	924	...	575	166	...	166	27	...	...	...	...	...	...	...	Kildare.
585	...	...	...	585	...	...	...	...	...	...	...	...	...	...	...	Kilkenny.
919	...	493	221	205	158	104	54	6	8	448	...	118	173	157	88	King's County.
250	...	57	193	...	23	11	12	6	19	98	...	18	80	...	17	Longford.
587	...	587	...	...	148	60	88	10	...	132	...	132	...	...	88	Louth.
\$1,827	1,827	...	...	...	...	...	...	...	...	181	181	...	...	...	...	Meath.
514	247	...	267	...	...	...	...	...	17	61	...	...	61	...	...	Queen's County.
468	...	89	379	...	26	9	17	4	7	151	...	11	140	...	8	Westmeath.
4,226	1,401	1,235	1,412	178	567	112	455	52	...	212	200	12	...	...	13	Wexford.
241	...	161	80	...	18	9	...	5	4	153	...	73	80	...	...	Wicklow.
17,620	4,811	4,968	2,878	4,963	1,578	526	1,052	147	63	1,739	381	614	587	157	308	Total of Leinster.
																MUNSTER :
1,348	194	550	65	539	229	85	144	35	...	546	53	243	...	250	199	Clare.
3,852	471	1,243	1,530	608	563	328	235	33	...	184	184	...	...	...	...	Cork, E. R.
922	...	922	...	...	434	113	321	...	...	467	...	467	...	...	232	Cork, W. R.
1,733	95	1,061	577	...	286	153	133	32	...	303	...	296	7	...	127	Kerry.
730	...	99	631	...	15	...	15	...	11	305	...	79	226	...	15	Limerick.
2,270	1,048	236	986	...	139	51	88	5	†5	...	...	...	...	...	...	Tipperary.
1,420	530	890	...	...	333	229	104	27	...	344	84	260	...	...	301	Waterford.
12,275	2,338	5,001	3,789	1,147	1,999	959	1,040	132	16	2,149	321	1,345	233	250	874	Total of Munster.
																ULSTER :
1,472	...	1,295	...	177	344	136	208	23	...	205	...	205	...	...	8	Antrim.
2,194	814	1,155	...	225	358	110	248	34	...	...	...	...	...	...	...	Armagh.
4,017	332	2,964	200	521	1,272	51	1,221	73	10	...	...	...	...	...	...	Cavan.
14,225	2,658	3,201	150	8,216	1,071	203	868	69	7	53	...	53	...	...	42	Donegal.
2,996	2,027	561	408	...	144	64	80	4	†	526	91	212	223	...	121	Down.
6,955	3,917	1,673	117	1,248	290	108	182	†28	4	1,542	959	297	32	254	105	Fermanagh.
19,686	12,672	1,204	4,810	1,000	327	69	258	28	33	1,313	1,048	134	...	131	29	Londonderry.
1,409	598	811	...	...	189	17	172	†23	...	...	...	...	...	...	...	Monaghan.
7,545	5,858	987	...	700	173	32	141	20	...	35	35	...	...	...	35	Tyrone.
60,499	28,876	13,851	5,685	12,087	4,168	790	3,378	302	63	3,674	2,133	901	255	385	340	Total of Ulster.
																CONNAUGHT :
12,113	11,203	...	910	...	...	...	...	...	30	...	...	...	...	...	...	Galway.
272	157	115	...	...	66	22	44	7	...	114	44	70	...	...	66	Leitrim.
1,838	524	1,002	312	...	260	94	166	51	...	...	...	...	...	...	...	Mayo.
937	210	465	...	262	133	132	1	...	...	118	...	...	...	118	...	Roscommon.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Sligo.
15,160	12,094	1,582	1,222	262	459	248	211	58	30	232	44	70	...	118	66	Total of Connaught. ;
105,554	48,119	25,402	13,574	18,459	8,204	2,523	5,681	639	172	7,794	2,879	2,930	1,075	910	1,588	Total of IRELAND.

§ The Clerk of the Peace reports that these cases were settled.

¶ The Clerk of the Peace reports that this case was withdrawn or settled.

† Eighty-two cases settled in Court during progress of trial.

IRELAND.

1880.

(58.) COUNTY COURTS.—TABLE 2 continued.—LAND SESSIONS—PROCEEDINGS in the year 1880, under the

COUNTIES ARRANGED IN PROVINCES.	FOR IMPROVEMENTS, WHEN CLAIMED OR DECREED SEPARATELY.						FOR LOSS ON QUITTING HOLDING, OR DISTURBANCE AND IMPROVEMENTS, WHEN CLAIMED OR DECREED NOT SEPARATELY.						FOR ULSTER TENANT-RIGHT OR SIMILAR CUSTOM, OR INCOMING PAYMENTS.					
	Amount claimed.					Amount decreed, exclusive of Costs.	Amount claimed.					Amount decreed, exclusive of Costs.	Amount claimed.					Amount decreed, exclusive of Costs.
	In all Cases entered.	In Cases disposed of otherwise than by Decree or Dismiss.	In Cases in which Decrees made.	In Cases dismissed.	In Cases pending at end of year.		In all Cases entered.	In Cases disposed of otherwise than by Decree or Dismiss.	In Cases in which Decrees made.	In Cases dismissed.	In Cases pending at end of year.		In all Cases entered.	In Cases disposed of otherwise than by Decree or Dismiss.	In Cases in which Decrees made.	In Cases dismissed.	In Cases pending at end of year.	
LEINSTER:	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£
Carlow -	1,359	...	1,137	222	...	343	...	...	...	...	...	...	...	...	...	...	...	...
Dublin -	3,506	...	35	51	3,420	35	...	...	...	...	...	...	...	...	...	...	...	...
Kildare -	2,835	1,336	924	...	575	166	...	...	...	...	...	...	...	...	...	...	...	...
Kilkenny -	585	...	...	...	585	...	...	...	...	...	...	...	...	...	...	...	...	...
King's County -	471	...	375	48	48	70	...	...	...	...	...	...	...	...	...	...	...	...
Longford -	152	...	40	112	...	6	...	...	...	...	...	...	...	...	...	...	...	...
Louth -	50	...	50	...	...	38	305	...	305	...	...	22	100	...	100	...	...	...
Meath -	1,646	1,646	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Queen's County -	206	...	...	206	...	...	247	247	...	...	...	...	...	...	...	...	...	...
Westmeath -	317	...	78	239	...	18	...	...	...	...	...	...	...	...	...	...	...	...
Wexford -	2,620	1,201	...	1,241	178	...	1,394	...	1,222	172	...	554	...	...	...	...	...	...
Wicklow -	88	...	88	...	...	18	...	...	...	...	...	...	...	...	...	...	...	...
Total of Leinster	13,835	4,183	2,727	2,119	4,806	694	1,946	247	1,527	172	...	576	100	...	100	...	...	...
MUNSTER:	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£
Clare -	802	141	307	65	289	30	...	...	...	...	...	...	...	...	...	...	...	...
Cork, E. R. -	1,407	152	647	...	608	339	2,261	135	596	1,530	...	224	...	...	...	...	...	...
Cork, W. R. -	374	...	374	...	...	170	81	...	81	...	...	32	...	...	...	...	...	...
Kerry -	660	95	565	...	...	159	50	...	...	50	...	...	720	...	200	520	...	...
Limerick -	425	...	20	405	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Tipperary -	1,700	950	...	750	...	...	570	98	236	236	...	139	...	...	...	...	...	...
Waterford -	1,076	446	630	...	...	32	...	...	...	...	...	...	...	...	...	...	...	...
Total of Munster	6,444	1,784	2,543	1,220	897	730	2,962	233	913	1,816	...	395	720	...	200	520	...	...
ULSTER:	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£
Antrim -	...	...	...	...	...	...	577	...	490	...	87	86	690	...	600	...	90	250
Armagh -	...	...	...	...	...	...	1,015	574	330	...	111	292	1,179	240	825	...	114	66
Cavan -	...	...	...	...	...	...	1,978	232	1,500	...	246	672	2,039	100	1,464	200	275	600
Donegal -	...	...	...	...	...	...	2,822	558	1,198	...	1,066	264	11,360	2,100	1,950	150	7,150	765
Down -	680	545	100	35	...	23	79	...	79	...	...	...	1,711	1,390	171	150	...	...
Fermanagh -	2,308	1,063	936	35	274	60	...	...	...	...	...	...	3,105	1,895	440	50	720	125
Londonderry -	4,761	3,963	429	...	369	...	188	188	...	...	...	...	13,424	7,474	640	4,810	500	298
Monaghan -	372	372	...	...	...	...	532	96	436	...	...	25	505	130	375	...	...	164
Tyrone -	...	...	...	...	...	...	2,189	1,972	217	...	...	...	5,321	3,851	770	...	700	138
Total of Ulster	8,121	5,943	1,465	70	643	83	9,380	3,620	4,250	...	1,510	1,339	39,324	17,180	7,235	5,360	9,549	2,406
CONNAUGHT:	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£
Galway -	910	455	...	455	...	...	11,203	10,748	...	455	...	...	...	...	...	...	...	...
Lietrim -	158	113	45	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Mayo -	...	...	...	...	...	...	1,838	524	1,002	312	...	260	...	...	...	...	...	...
Roscommon -	465	...	465	...	...	133	354	210	...	...	144	...	...	...	...	...	...	...
Sligo -	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Total of Con-naught.	1,533	568	510	455	...	133	13,395	11,482	1,002	767	144	260	...	...	...	...	...	...
Total of Ireland.	29,933	12,478	7,245	3,864	6,346	1,640	27,683	15,582	7,692	2,755	1,654	2,570	40,144	17,180	7,535	5,880	9,549	2,406

1880.

IRELAND.

Landlord and Tenant (Ireland) Act, 1870, from Returns made by the Clerks of the Peace.

APPEALS FROM LAND SESSIONS.															COUNTIES ARRANGED IN PROVINCES.
Amount decreed at Sessions.							Amount added on Appeal.		Amount reduced on Appeal.		Amount decreed at Assizes or by Judges of Consoli- dated Jury Trial Court.				
In Appeals entered.	In Appeals struck out.	In Appeals heard.	Where Decrees below reversed.	Where Amount decreed below increased.	Where Amount decreed below reduced.	Where Decrees below con- firmed.	Where Dismiss below reversed.	Where Amount decreed below increased.	Where Decrees below reversed.	Where Amount decreed below reduced.	Where Dismisses below re- versed.	Where Amount decreed below increased.	Where Amount decreed below reduced.	Where Decree below con- firmed.	
£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	
129	...	129	...	...	...	129	...	...	...	...	...	...	...	129	LEINSTER : Carlow. Dublin. Kildare. Kilkenny. King's County. Longford. Louth. Meath. Queen's County. Westmeath. Wexford. Wicklow.
147	...	147	...	18	...	129	...	32	...	...	...	50	...	129	Total of Leinster.
47 66 97 ... 64	 13	47 66 97 ... 51		 29	47 51	... 66 68	 19		 29 ... 51			 48	18	... 66 68	MUNSTER : Clare. Cork, E. R. Cork, W. R. Kerry. Limerick. Tipperary. Waterford.
274	13	261	...	29	98	134	...	19	...	80	...	48	18	134	Total of Munster.
68 920 83 2,414 125 8 ... 61	... 500 ... 12 125 ... 34	68 ... 83 2,402 ... 8 ... 27		68 1,485	... 273 ... 917 ... 8 27	 83		103		... 147 150 ... 172			171 1,313	 123 83 917 ... 8 27	ULSTER : Antrim. Armagh Cavan. Donegal. Down. Fermanagh Londonderry. Monaghan. Tyrone.
3,679	671	3,008	147	68	1,758	1,035	...	103	147	322	...	171	1,436	1,035	Total of Ulster.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	CONNAUGHT : Galway. Leitrim. Mayo. Roscommon. Sligo.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Total of Connaught.
4,100	684	3,416	147	115	1,856	1,298	...	154	147	402	...	269	1,454	1,298	Total of Ireland.

LANDLORD AND TENANT (IRELAND).

R E T U R N

(Pursuant to an Order of the House of Lords, dated
25th July 1881.)

OF

REPRINT of the TABLES published in the JUDICIAL
STATISTICS OF IRELAND of PROCEEDINGS under
the LANDLORD AND TENANT (IRELAND) ACT,
1870, in each Year since the passing of that Act
up to 31st December 1879 ; and similar Return
for the Year 1880.

(The Lord Privy Seal.)

Ordered to be printed 25th July 1881.

(181.)

Under 5 oz.

1880.

IRELAND.

Landlord and Tenant (Ireland) Act, 1870, from Returns made by the Clerks of the Peace.

AMOUNT CLAIMED.					AMOUNT DECREED, AND COSTS.					FOR LOSS ON QUITTING HOLDING, OR DISTURBANCE, WHEN CLAIMED OR DECREED SEPARATELY.					COUNTIES ARRANGED IN PROVINCES.		
In all Land Cases entered.	In Cases disposed of otherwise than by Decree or Dismiss.	In Cases in which Decrees made.	In Cases dismissed.	In Cases pending at end of year.	Amount decreed, exclusive of Costs.	Amount of Set-off for Landlord.	Net Amount decreed for Tenants.	Amount of Costs adjudged to Plaintiff.	Amount of Costs adjudged to Defendant.	Amount Claimed.						Amount decreed, exclusive of Costs.	
										In all Cases entered.	In Cases disposed of otherwise than by Decree or Dismiss.	In Cases in which Decrees made.	In Cases dismissed.	In Cases pending at end of year.			
£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	LEINSTER :		
1,359	...	1,137	222	...	343	186	157	27	...	...	...	...	...	...	Carlow.		
3,809	...	285	104	3,420	129	35	94	10	†8	303	...	250	53	...	Dublin.		
2,835	1,336	924	...	575	166	...	166	27	...	...	...	...	...	...	Kildare.		
585	...	...	...	585	...	...	...	...	...	...	...	...	...	...	Kilkenny.		
919	...	493	221	205	158	104	54	6	8	448	...	118	173	157	King's County.		
250	...	57	193	...	23	11	12	6	19	98	...	18	80	...	Longford.		
587	...	587	...	...	148	60	88	10	...	132	...	132	...	...	Louth.		
§1,827	1,827	...	...	...	...	...	...	...	...	181	181	...	...	...	Meath.		
514	247	...	267	...	...	...	...	...	17	61	...	...	61	...	Queen's County.		
468	...	89	379	...	26	9	17	4	7	151	...	11	140	...	Westmeath.		
4,226	1,401	1,235	1,412	178	567	112	455	52	...	212	200	12	...	...	Wexford.		
241	...	161	80	...	18	9	9	5	4	153	...	73	80	...	Wicklow.		
17,620	4,811	4,968	2,878	4,963	1,578	526	1,052	147	63	1,739	381	614	587	157	308	Total of Leinster.	
1,348	194	550	65	539	229	85	144	35	...	546	53	243	...	250	199	MUNSTER :	
3,852	471	1,243	1,530	608	563	328	235	33	...	184	184	...	...	...	...	Clare.	
922	...	922	...	...	434	113	321	...	...	467	...	467	...	...	...	Cork, E. R.	
1,733	95	1,061	577	...	286	153	133	32	...	303	...	296	7	...	...	Cork, W. R.	
730	...	99	631	...	15	...	15	...	11	305	...	79	226	...	...	Kerry.	
2,270	1,048	236	986	...	139	51	88	5	†5	...	...	...	...	...	...	Limerick.	
1,420	530	890	...	...	333	229	104	27	...	344	84	260	...	...	...	Tipperary.	
12,275	2,338	5,001	3,789	1,147	1,999	959	1,040	132	16	2,149	321	1,345	233	250	874	Waterford.	
12,275	2,338	5,001	3,789	1,147	1,999	959	1,040	132	16	2,149	321	1,345	233	250	874	Total of Munster.	
1,472	...	1,295	...	177	344	136	208	23	...	205	...	205	...	...	...	8	ULSTER :
2,194	814	1,155	...	225	358	110	248	34	...	...	...	...	...	...	...	...	Antrim.
4,017	332	2,964	200	521	1,272	51	1,221	73	10	...	...	...	...	...	...	...	Armagh.
14,225	2,658	3,201	150	8,216	1,071	203	868	69	7	53	...	53	...	...	...	...	Cavan.
2,996	2,027	561	408	...	144	64	80	4	9	526	91	212	223	...	...	...	Donegal.
6,955	3,917	1,673	117	1,248	290	108	182	†28	4	1,542	959	297	32	254	105	...	Down.
19,686	12,672	1,204	4,810	1,000	327	69	258	28	83	1,313	1,048	134	...	131	29	...	Fermanagh.
1,409	598	811	...	...	189	17	172	†23	...	...	...	...	...	...	...	...	Londonderry.
7,545	5,858	987	...	700	173	32	141	20	...	35	35	...	...	...	...	...	Monaghan.
60,499	28,876	13,851	5,685	12,087	4,168	790	3,378	302	63	3,674	2,133	901	255	385	340	...	Tyrone.
60,499	28,876	13,851	5,685	12,087	4,168	790	3,378	302	63	3,674	2,133	901	255	385	340	Total of Ulster.	
12,113	11,203	...	910	...	...	...	...	...	30	...	...	...	...	...	...	...	CONNAUGHT :
272	157	115	...	...	66	22	44	7	...	114	44	70	...	...	...	...	Galway.
1,838	524	1,002	312	...	260	94	166	51	...	...	...	...	...	...	...	...	Leitrim.
937	210	465	...	262	133	132	1	...	...	118	...	...	...	...	...	...	Mayo.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Roscommon.
15,160	12,094	1,582	1,222	262	459	248	211	58	30	232	44	70	...	118	66	...	Sligo.
15,160	12,094	1,582	1,222	262	459	248	211	58	30	232	44	70	...	118	66	Total of Connaught.	
105,554	48,119	25,402	13,574	18,459	8,204	2,523	5,681	639	172	7,794	2,879	2,930	1,075	910	1,588	Total of IRELAND.	

§ The Clerk of the Peace reports that these cases were settled.

|| The Clerk of the Peace reports that this case was withdrawn or settled.

¶ Eighty-two cases settled in Court during progress of trial.

IRELAND.

1880.

(58.) COUNTY COURTS.—TABLE 2 continued.—LAND SESSIONS—PROCEEDINGS in the year 1880, under the

COUNTIES ARRANGED IN PROVINCES.	FOR IMPROVEMENTS, WHEN CLAIMED OR DECREED SEPARATELY.						FOR LOSS ON QUITTING HOLDING, OR DISTURBANCE AND IMPROVEMENTS, WHEN CLAIMED OR DECREED NOT SEPARATELY.						FOR ULSTER TENANT-RIGHT OR SIMILAR CUSTOM, OR INCOMING PAYMENTS.					
	Amount claimed.					Amount decreed, exclusive of Costs.	Amount claimed.					Amount decreed, exclusive of Costs.	Amount claimed.					Amount decreed, exclusive of Costs.
	In all Cases entered.	In Cases disposed of otherwise than by Decree or Dismiss.	In Cases in which Decrees made.	In Cases dismissed.	In Cases pending at end of year.		In all Cases entered.	In Cases disposed of otherwise than by Decree or Dismiss.	In Cases in which Decrees made.	In Cases dismissed.	In Cases pending at end of year.		In all Cases entered.	In Cases disposed of otherwise than by Decree or Dismiss.	In Cases in which Decrees made.	In Cases dismissed.	In Cases pending at end of year.	
LEINSTER:	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£
Carlow -	1,359	...	1,137	222	...	343	...	...	...	...	...	...	...	...	...	...	...	...
Dublin -	3,506	...	35	51	3,420	35	...	...	...	...	...	...	...	...	...	...	...	...
Kildare -	2,835	1,336	924	...	575	166	...	...	...	...	...	...	...	...	...	...	...	...
Kilkenny -	585	...	...	...	585	...	...	...	...	...	...	...	...	...	...	...	...	...
King's County	471	...	375	48	48	70	...	...	...	...	...	...	...	...	...	...	...	...
Longford -	152	...	40	112	...	6	...	...	...	...	...	...	...	...	...	...	...	...
Louth -	50	...	50	...	...	38	305	...	305	...	...	22	100	...	100	...	...	...
Meath -	1,646	1,646	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Queen's County	206	...	...	206	...	...	247	247	...	...	...	...	...	...	...	...	...	...
Westmeath -	317	...	78	239	...	18	...	...	...	...	...	...	...	...	...	...	...	...
Wexford -	2,620	1,201	...	1,241	178	...	1,394	...	1,222	172	...	554	...	...	...	...	...	...
Wicklow -	88	...	88	...	...	18	...	...	...	...	...	...	...	...	...	...	...	...
Total of Leinster	13,835	4,183	2,727	2,119	4,806	694	1,946	247	1,527	172	...	576	100	...	100	...	...	...
MUNSTER:																		
Clare -	802	141	307	65	289	30	...	...	...	...	...	...	...	...	...	...	...	...
Cork, E. R. -	1,407	152	647	...	608	339	2,261	135	596	1,530	...	224	...	...	...	...	...	...
Cork, W. R. -	374	...	374	...	...	170	81	...	81	...	...	32	...	...	...	...	...	...
Kerry -	660	95	565	...	...	159	50	...	...	50	...	...	720	...	200	520	...	...
Limerick -	425	...	20	405	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Tipperary -	1,700	950	...	750	...	...	570	98	236	236	...	139	...	...	...	...	...	...
Waterford -	1,076	446	630	...	...	32	...	...	...	...	...	...	...	...	...	...	...	...
Total of Munster	6,444	1,784	2,543	1,220	897	730	2,962	233	913	1,816	...	395	720	...	200	520	...	...
ULSTER:																		
Antrim -	...	...	...	...	...	...	577	...	490	...	87	86	690	...	600	...	90	250
Armagh -	...	...	...	...	...	...	1,015	574	330	...	111	292	1,179	240	825	...	114	66
Cavan -	...	...	...	...	...	...	1,978	232	1,500	...	246	672	2,039	100	1,464	200	275	600
Donegal -	...	...	...	...	...	...	2,822	558	1,198	...	1,066	264	11,360	2,100	1,950	150	7,150	765
Down -	680	545	100	35	...	23	79	...	79	...	...	...	1,711	1,390	171	150	...	...
Fermanagh -	2,308	1,063	936	35	274	60	...	...	...	...	...	...	3,105	1,895	440	50	720	125
Londonderry -	4,761	3,963	429	...	369	...	188	188	...	...	...	...	13,424	7,474	640	4,810	500	298
Monaghan -	372	372	...	...	...	...	532	96	436	...	...	25	505	130	375	...	...	164
Tyrone -	...	...	...	...	...	...	2,189	1,972	217	...	...	...	5,321	3,851	770	...	700	138
Total of Ulster.	8,121	5,943	1,465	70	643	83	9,380	3,620	4,250	...	1,510	1,339	39,324	17,180	7,235	5,360	9,549	2,406
CONNAUGHT:																		
Galway -	910	455	...	455	...	...	11,203	10,748	...	455	...	...	...	...	...	...	...	...
Lietrim -	158	113	45	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Mayo -	...	...	...	...	...	...	1,833	524	1,002	312	...	260	...	...	...	...	...	...
Roscommon -	465	...	465	...	...	133	354	210	...	...	144	...	...	...	...	...	...	...
Sligo -	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Total of Connaught.	1,533	568	510	455	...	133	13,395	11,482	1,002	767	144	260	...	...	...	...	...	...
Total of Ireland.	29,933	12,478	7,245	3,864	6,346	1,640	27,683	15,582	7,692	2,755	1,654	2,570	40,144	17,180	7,535	5,880	9,549	2,406

1880.

IRELAND.

Landlord and Tenant (Ireland) Act, 1870, from Returns made by the Clerks of the Peace.

APPEALS FROM LAND SESSIONS.															COUNTIES ARRANGED IN PROVINCES.
Amount decreed at Sessions.							Amount added on Appeal.		Amount reduced on Appeal.		Amount decreed at Assizes or by Judges of Consolidated Jury Trial Court.				
In Appeals entered.	In Appeals struck out.	In Appeals heard.	Where Decrees below reversed.	Where Amount decreed below increased.	Where Amount decreed below reduced.	Where Decrees below confirmed.	Where Dismiss below reversed.	Where Amount decreed below increased.	Where Decrees below reversed.	Where Amount decreed below reduced.	Where Dismisses below reversed.	Where Amount decreed below increased.	Where Amount decreed below reduced.	Where Decree below confirmed.	
£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	LEINSTER :
129	...	129	...	...	...	129	...	...	...	...	...	...	...	129	Carlow.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Dublin.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Kildare.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Kilkenny.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	King's County.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Longford.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Louth.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Meath.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Queen's County.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Westmeath.
18	...	18	...	18	...	...	...	32	...	...	...	50	...	...	Wexford.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Wicklow.
147	...	147	...	18	...	129	...	32	...	...	...	50	...	129	Total of Leinster.
47	...	47	...	...	47	...	...	...	...	29	...	...	18	...	MUNSTER :
66	...	66	...	...	...	66	...	...	...	...	...	...	...	66	Clare.
97	...	97	...	29	...	68	...	19	...	...	...	48	...	68	Cork, E. R.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Cork, W. R.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Kerry.
64	13	51	...	...	51	...	...	...	...	51	...	...	...	...	Limerick.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Tipperary.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Waterford.
274	13	261	...	29	98	134	...	19	...	80	...	48	18	134	Total of Munster.
68	...	68	...	68	...	...	...	103	...	...	...	171	...	...	ULSTER :
920	500	420	147	...	273	...	...	...	147	150	...	...	123	...	Antrim.
83	...	83	...	...	...	83	...	...	...	...	...	...	...	...	Armagh
414	12	2,402	...	...	1,485	917	...	...	...	172	...	...	1,313	917	Cavan.
125	125	...	...	...	...	...	...	...	...	...	...	...	...	...	Donegal.
8	...	8	...	...	...	8	...	...	...	...	...	...	...	...	Down.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Fermanagh
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Londonderry.
61	34	27	...	...	...	27	...	...	...	...	...	...	...	...	Monaghan.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Tyrone.
679	671	3,008	147	68	1,758	1,035	...	103	147	322	...	171	1,436	1,035	Total of Ulster.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	CONNAUGHT :
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Galway.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Leitrim.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Mayo.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Roscommon.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Sligo.
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Total of Connaught.
100	684	3,416	147	115	1,856	1,298	...	154	147	402	...	269	1,454	1,298	Total of Ireland.

R E T U R N

(Pursuant to an Order of the House of Lords, dated
25th July 1881.)

OF

REPRINT of the TABLES published in the JUDICIAL
STATISTICS OF IRELAND of PROCEEDINGS under
the LANDLORD AND TENANT (IRELAND) ACT,
1870, in each Year since the passing of that Act
up to 31st December 1879 ; and similar Return
for the Year 1880.

(The Lord Privy Seal.)

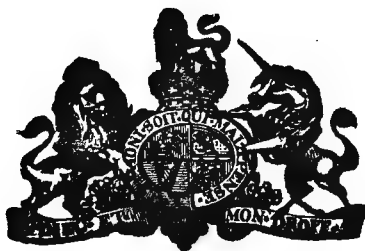
Ordered to be printed 25th July 1881.

(181.)

Under 5 oz.

REPORT
OF
HER MAJESTY'S COMMISSIONERS OF INQUIRY
INTO
THE WORKING OF THE
LANDLORD AND TENANT (IRELAND) ACT, 1870,
AND THE
ACTS AMENDING THE SAME.

Presented to both Houses of Parliament by Command of Her Majesty.



DUBLIN:
PRINTED BY ALEX. THOM & CO., 87, 88, & 89, ABBEY-STREET,
THE QUEEN'S PRINTING OFFICE.
FOR HER MAJESTY'S STATIONERY OFFICE.

1881.

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THE COMMISSION.

VICTORIA REG.

VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, to Our right Trusty and Well-beloved Cousin, FREDERICK GEORGE BRABAZON, EARL OF BESSBOROUGH; Our right Trusty and Well-beloved Councillor, RICHARD DOWSE, one of the Barons of the Exchequer Division of Our High Court of Justice in that part of Our said United Kingdom of Great Britain and Ireland called Ireland; Our Trusty and Well-beloved CHARLES OWEN O'CONOR, ESQUIRE (commonly called THE O'CONOR DON); Our Trusty and Well-beloved ARTHUR MACMORROUGH KAVANAGH, ESQUIRE; and Our Trusty and Well-beloved WILLIAM SHAW, ESQUIRE, Greeting :

WHEREAS WE have deemed it expedient that a Commission should forthwith issue to inquire into and report upon the working and operation of the "Landlord and Tenant (Ireland) Act, 1870," and the Acts amending the same, and whether any and what further amendments of the law are necessary or expedient with a view (firstly) to improve the relation of Landlord and Tenant in that part of Our said United Kingdom called Ireland, and (secondly) to facilitate the purchase by Tenants of their holdings.

NOW KNOW YE, that We, reposing great trust and confidence in your knowledge, discretion, and ability, have authorized and appointed, and by these presents do authorize and appoint you the said FREDERICK GEORGE BRABAZON, EARL OF BESSBOROUGH, RICHARD DOWSE, CHARLES OWEN O'CONOR, ARTHUR MACMORROUGH KAVANAGH, and WILLIAM SHAW to be Our Commissioners for the purposes aforesaid.

And for the better effecting the purposes of this Our Commission, We do by these presents authorize and empower you, or any two or more of you, to call before you, or any two or more of you, such persons as you may judge necessary to examine, and by whom you may be the better informed in the several matters hereby submitted for your consideration and everything connected therewith, and generally to inquire of and concerning the premises by all other lawful ways and means whatsoever.

And also to call for, have access to, and examine such books, documents, papers, writings, or records as you or any two or more of you shall judge likely to afford the fullest information concerning the several matters hereby submitted for your consideration.

AND WE also by these presents authorize and empower you, or any two or more of you, to visit and personally inspect such places as you, or any two or more of you may deem expedient for the more effectually carrying out the purposes aforesaid. And also to employ such persons as you may think fit to assist you in undertaking any inquiry which you may deem it expedient to make.

AND OUR FURTHER WILL AND PLEASURE is that you, or any two or more of you, do report to us with all convenient speed, in writing under your hands and seals, your several proceedings by virtue of this, Our Commission, and what you shall find touching or concerning the premises, together with your opinion upon the matters hereby referred for your consideration.

AND WE FURTHER WILL AND COMMAND and by these presents ordain that this, Our Commission, shall continue in full force and virtue. And that you, Our Commissioners, do from time to time proceed in the execution thereof, although the same be not continued from time to time by adjournment.

And for your further assistance in the execution of these presents, We do hereby appoint Our Trusty and Well-beloved SIR GEORGE YOUNG, BARONET, to be Secretary to this, Our Commission, and require you to use his services and assistance from time to time as occasion may require.

Given at Our Court at Saint James's, the Twenty-ninth day of July,
1880, in the Forty-fourth Year of Our Reign.

By Her Majesty's Command,

(Signed), W. V. HARCOURT.

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TO THE QUEEN'S MOST EXCELLENT MAJESTY.

N.B.—References in *italics* are to evidence disagreeing with, or qualifying the conclusions expressed.

MAY IT PLEASE YOUR MAJESTY,

1. Your Majesty's Commission, bearing date the 29th of July, 1880, having directed us to inquire into the working and operation of the Landlord and Tenant (Ireland) Act, 1870, and the Acts amending the same, and whether any and what further amendments of the law are necessary or expedient with a view (firstly) to improve the relation of Landlord and Tenant in Ireland, and (secondly) to facilitate the purchase by tenants of their holdings, we have to the best of our ability conducted the inquiry committed to us, and having conferred together, we have now the honour to present our Report.

The Commission.

I. *Proceedings of the Commission.*

2. We met in Dublin on the 7th of August, and appointed the 1st of September to begin the examination of witnesses. In the meantime steps were taken to make known as widely as possible the existence and scope of the Commission, and evidence was tendered to us by a large number of persons. For the purpose of selecting the persons best qualified to assist us in our inquiry, the circular (No. 1), which is printed in the Appendix to our Report was sent to all persons tendering evidence, and in reply thereto we received many valuable communications. We also issued a series of questions, suggestive of the principal points on which we desired information, which, was very widely distributed, and will be found reprinted in our Appendix (No. 2). These questions were accompanied by a circular (No. 3) in which the object of our seeking for answers to such questions was explained to be, not in order to their publication, but chiefly as a guide to ourselves in the selection of witnesses.

Circulars issued by the Commission.

3. It has been impossible, in the short time at our command, to exhaust all the evidence tendered on the various subjects of inquiry, and even to take from every locality a specimen of the evidence that was offered; but it has been our endeavour to afford, in the printed evidence which forms the appendix to our Report, a fair sample of the facts and opinions which constitute the material of the Landlord and Tenant Question; and we desire to place on record our conviction that the picture so presented, when taken in its entirety, is a fairly accurate and impartial representation of the condition of the relations between Landlord and Tenant in Ireland, and of the working of the law which regulates those relations at the present day. We commenced taking evidence with the examination in Dublin of some of the judicial and official authorities concerned in the administration of the Land Act of 1870; and after hearing several other witnesses, chiefly from the counties near Dublin, of the landlord and tenant classes, we proceeded on the 21st September to Belfast, and for the remainder of that month were employed at that place and at Londonderry in hearing evidence as to the working of the Act of 1870, chiefly in so far as it affected estates and holdings subject to the Ulster custom of tenant-right. In the course of October and November we visited in succession Sligo, Donegal, Castlebar, Roscommon, Galway, Limerick, Killarney, Cork, Skibbereen, and Clonmel, taking evidence from the districts surrounding those places, and thus obtaining representative testimony from the greater part of Connaught and Munster; and in December we held a second series of sittings in Dublin, at which evidence was taken from many of the districts unavoidably passed over in our journey, especially from the counties of Leinster previously omitted, and also from several persons who from their published writings or personal reputation appeared qualified to give valuable assistance. We have held in all sixty-five sittings, at sixty-one of which evidence was taken; and at these sittings we were favoured with the experience and opinions of upwards of seven hundred witnesses. Among those who were examined were eighty landowners, seventy land agents and five hundred tenant farmers, together with several clergymen of different denominations, and some officials, barristers, solicitors, land-surveyors and professional valuers.

The evidence taken by the Commission.

Evidence in reply
to statements
affecting indi-
viduals.

4. In the course of this evidence many statements were made affecting individuals, which there were no means at the time of verifying. Under these circumstances we adopted the usual course of sending to the parties affected copies of the evidence affecting them, accompanied with a circular (No. 4) which will be found printed in the Appendix, offering to them the choice of appearing before us and giving evidence in answer to those statements, or else of having printed in the Appendix to our Report statements by themselves or their agents in reply. The evidence taken in pursuance of this circular will be found printed in our Appendix (B), and the communications received from those who were unable or who did not desire to attend are also printed in their proper place (C).

Evidence from
Western Donegal.

5. Some evidence tendered us from the remoter parts of Donegal it proved impossible, consistently with our arrangements, to receive at any sitting of the Commission while we were on our journey; and it was also difficult, from the great distance, to bring the witnesses to Dublin. Under these circumstances we directed our Assistant Secretary to visit these parts, and the evidence submitted to him on the spot will be found embodied in his report to us in the Appendix (D).

Answers from
County Court
Judges.

6. Of the communications we have received, we desire to call attention to a valuable series of answers from County Court Judges to questions we issued, in reference to points of difficulty in the working of the Act of 1870, which will be found printed in our Appendix (E).

II. *Tenant-Right in Ireland.*

The Irish yearly
tenancy.

7. We do not propose, after all that has been said and written on the subject, to recount at length the recent history of the Irish Land Question. A few words only are necessary by way of preface. For many generations the great bulk of the land under cultivation in Ireland has been held in small farms of under thirty acres, without leases, upon parol tenancies from year to year. In these tenancies by the common law the tenant has always had a right of property, which he might dispose of, and which was only determinable subject to conditions, the principal of which was the requirement of six months' notice to quit, recently extended by the Act of 1877 to twelve months. But this notice was too short, and the property right in consequence too evanescent, to make the tenant's condition materially better than what it is sometimes popularly called, a tenancy at the will of the landlord. The landlord might, from year to year, practically alter the future rent as he pleased; and was entitled to turn out the tenant, if so minded, without assigning any reason.

Compare Report
of the Devon
Commission, p.
15; Longfield,
39800, 39843.

Tenant-right (a.)
in Ulster.

8. Nevertheless, by a species of popular consent, almost universal, though without legal sanction, tenants in this position have been regarded as possessing an interest in their holdings, of which, so long as they paid their rents, it was thought unfair that they should be deprived. In Ulster this consent was embodied in the well-known Custom of Tenant-Right, which was variously defined, and has been based upon theories, historical and juridical, of its origin, with which it is unnecessary here to deal. The report of the Devon Commission describes it as "a claim generally exercised by the tenant to dispose of his holding for a valuable consideration," and it is at the present day, usually stated for purposes of litigation in the following form:—"A usage whereby the tenant in occupation is entitled to sell his interest, commonly known as his tenant-right, in his holding, subject to the rent at which it is held, or such altered rent as shall not encroach upon the said interest or tenant-right, at the best rate, to any solvent tenant to whom the landlord shall not make reasonable objection; or, if about to quit the said holding, or on resumption of the said holding by the landlord, or if the landlord has indicated his intention to resume the said holding, is entitled to the value of the said interest, or tenant-right, as if so sold to a solvent tenant." Of these two statements the first makes the tenant-right to consist solely in the right to sell, the second centres it upon that right. But it would be a mistake to suppose that the general consent, or prevailing sentiment, to which we have referred, was limited to this right of sale. Without a feeling that tenants were entitled to an actual interest or right of occupancy in their holdings, larger than the legal tenancy, there could have been no prevailing sentiment in favour of their right to realize that interest. That it was a larger interest, and not the mere yearly tenancy, which the tenant sold, is obvious from the price that was paid for tenant-right, which often amounted to from twenty to thirty

McElroy, 4654;
Dufferin, 33066;
Marum, 35830;
Blake, 39757.

Devon Report, p.
14.

Townshend, 1641;
Hanna, 8890.

years' purchase of the rent, and sometimes to a greater number of years' purchase * Moreover if the prevailing sentiment had stopped short at the question of sale, and had not affected the legal right of the landlord to raise the rent at his discretion, it is not likely that there would long have remained anything for the tenant to sell. The statement of one of its advocates describes the Ulster custom as consisting of "the right of free sale on the part of an outgoing tenant, and continued occupancy, at a fair rent." To this it must be added that, under each of these three heads limitations have been established, some of which are universally received as modifying elements in the custom. Upon the right of sale there is the limitation that the landlord can exercise a veto as to the purchaser upon "reasonable grounds." To the right of continuous occupancy there is this exception, that the landlord can terminate it, if he chooses to pay the tenant the market value of his tenant-right. The right to a fair rent has never been itself defined, and therefore the limitation of it remains undefined also. It is allowed that the tenant has no claim that the landlord shall forbear to raise the rent from time to time, as circumstances may allow, and as the condition of agricultural profits may seem to justify. It is allowed on the other hand that the landlord has no claim to raise it to such an extent as to destroy the tenant-right, or to absorb the profit due to improvements made by the industry of the tenant. But no principles for the calculation of a fair rent, as distinguished from a full commercial rent, have ever been so generally received as to become a part of the custom. We postpone for the present certain questions as to the true extent of the Ulster custom of tenant-right, which will be considered in the sequel.

Patterson, 36674.
S. C. McElroy,
4654.
Statement by Dr.
James M'Knight,
p. 173 b.

Hill, 3123 ;
Young, 5873.

9. Outside Ulster something analogous to these usages has existed, though fitfully and without general prevalence in any locality. Thus, a tenant who pays his rent is very seldom evicted ; and even if the rent falls into arrear, it has not been the general or the prevailing rule that ejectment should follow as a matter of course. Farms have remained in the same families, have descended from father to son, and are considered to be fully as much the family property of the tenant as the reversion of them is part of the family property of the landlord.† These tenants have not been protected by law, or by any such general acknowledgment of their interest as could be called a local custom. Such protection as they had was due to the prevailing sentiment, which affected the conduct, though it could not modify the legal rights of landlords. Again, the sale of holdings was a very common practice in all parts of Ireland.‡ Here and there it was allowed ; and even when it was effected without formal permission, the result was often sanctioned by the easy admission of a purchaser as tenant on the recommendation of the outgoing tenant. More often, however, strenuous efforts were made to prevent anything of the kind. Lastly, though the amount of rent was always at the discretion of the landlord, and the tenant had in reality no voice in regulating what he had to pay, nevertheless it was unusual to exact what in England would have been considered as a full or fair commercial rent. Such a rent, over many of the larger estates, the owners of which were resident and took an interest in the welfare of their tenants, it has never been the custom to demand. The example has been largely followed, and is to the present day rather the rule than the exception in Ireland.

Tenant-right (b.)
outside the Ulster
Custom.

10. From one point of view it has been urged, not without show of reason, that the valuable interest which an Irish yearly tenant enjoys, and which he sometimes wishes to sell, is enjoyed by him through the forbearance of his landlord, in exacting a rent less than the commercial rent of his holding. But there is another and perhaps a juster point of view, according to which the low rent was but the recognition of an existing

Improvements by
tenants general,
and one cause of
tenant-right
existing.

* Hill, 3181 ; Simpson, 3336 ; McElroy, 4443 ; Shillington, 4968 ; Young, 5888 ; Waring, 6919 ; Forde, 7002 ; Beatty, 7319 ; Watson, 7468 ; Ker, 8079 ; Alexander, 8779 ; Sinclair, 11412 ; Donaldson, 11576 ; Olphert, 11547 ; Brooke, 11595 ; Lepper, 11638 ; Loughrey, 12118 ; Baldwin, 32052, 32424 ; La Touche, 34748.

† De Moleyns, 144 ; Sweetman, 1137, 1206 ; O'Brien, 3932 ; Hamill, 4278 ; French, 19122 ; Daly, J. A., 19820 ; Bailey, 20263 ; M'Sweeny, 25180 ; Townshend, 33958 ; Keane, 35763.

‡ Ormsby, 617 ; Reeves, 1981, 2000 ; Meagher, 2247 ; Derham, 2471 ; Murphy, 2754 ; Kirkpatrick, 3856 ; O'Brien, 4015 ; Murphy, E., 10192 ; Cooper, 12419 ; Mackenzie, 13010 ; L'Estrange, 13090 ; O'Connor, 13706, 13713 ; King-Harman, 14121 ; Olpherts, 14340 ; Stoney, 16537 ; Thomas, 16712 ; Gore, 16921 ; Knox, 17004 ; Clancy, 18144 ; Blake, 18822 ; Daly, W., 19026 ; French, 19120 ; O'Flaherty, 19415 ; O'Hara, 19469 ; Lambert, 19519 ; Halliday, 19560 ; Robinson, 20693 ; Macdonnell, 21291 ; Hunt, 21532 ; O'Flaherty, 21862 ; Barry, 21990 ; Morice, 23918 ; Spaight, 24416 ; Newman, 25104 ; O'Sullivan, 25761 ; Keatinge, 25870 ; Leahy, 271202 ; Barry, 28741 ; Sanders, 29058, 29168 ; Fitzgerald, 29522 ; Nyhan, 29575 ; Payne, 30410 ; Becher, 30625 ; Hegarty, 30681 ; Sherlock, 30947 ; Anthony, 31946 ; Baldwin, 32455 ; Roberts, 33461 ; Townshend, 33948 ; Latouche, 34740 ; Vernon, 35254 ; Johnstone, 35575 ; Irvine, 35661, 35731 ; Deane, 37327 ; Healy, 37375 ; Lansdowne, 37475 ; Bole, 38044 ; Curling, 39344 ; Little, 39477 ; Adamson, 39587 ; Rochfort Boyd, 39889.

Latouche, 930 ;
Robertson, 1426.

Kirkpatrick, 3818
Fowler, 39262.

The circumstances
of Irish history
and society,
another.

interest, with which it would have been, though not illegal, yet inequitable to meddle. The credit is, indeed, due to Irish landlords as a class, of not exacting all that they were by law entitled to exact. But their forbearance has been the result, not merely of kindness of disposition, but also of common honesty, which forbade them to appropriate the results of their tenants' labour in improving the soil. The question how far the improvements made on the soil have been the work of landlords, and how far of tenants, is eagerly debated. But it is not denied by anyone that in Ireland it has been the general rule for tenants to do more, at all events, than the mere agricultural operations necessary to insure them such a profit as could be realized within the time which constituted the legal term of their tenancies ; and this, of itself, is enough to establish in their favour a presumption that they were morally entitled to a larger interest in their holdings than was ever recognised by law. As a fact, the removal of masses of rock and stone, which in some parts of Ireland incumber the soil, the drainage of the land and the erection of buildings, including their own dwellings, have generally been effected by tenants' labour, unassisted, or only in some instances assisted, by advances from the landlord.*

11. Nor is this all. That condition of society, in which the land suitable for tillage can be regarded as a mere commodity, the subject of trade, and can be let to the highest bidder in an open market, has never, except under special circumstances, existed in Ireland. Not, certainly, in the times of Irish independence, when chiefs and their septs held land under some form of common ownership ; not in the times of its disintegration, when the chiefs had become owners and dealt with their followers at pleasure, but never, we may be sure, allowed any but their own personal dependents to settle on their land ; nor yet in the later days of English settlement, when landowners were glad to invite tenants of the same race and religion to settle round them on easy terms in order to secure themselves in their estates, was there any trace of an open land market, and of land let by competition at a commercial rent. The epoch of wars closed, and the population multiplied ; but the condition of society remained the same. Manufacturing industries failed, from well-known causes. Instead of a native landowning class rooted in the soil, the landlords of Ireland were as a class alienated from the mass of the people by differences of religion, manners, and sympathy, and were many of them strangers and "absentees." Instead of a cultivating class deeply imbued with traditions of migration and of adventure, with other modes of life open to them besides agriculture, and a Poor Law to fall back upon in the last resort, Ireland swarmed with a home-keeping people, without manufactures, colonies or commerce, dependent upon tillage, and holding on, for life and living, to the soil of which they were not the owners. Not even when the numbers of the population became excessive did the commercial theory begin to regulate the letting of farms in Ireland. The economical law of supply and demand was but of casual and exceptional application. It is generally admitted that to make it applicable the demand must be what is called "effective ;" in this instance it may be said that, whatever was the case with the demand, the supply was never effective. It was of little use to the landlord, who thought of rent-raising, that there were hundreds of applicants for a farm of his, when a tenant, or a swarm of tenants, already occupied it, whom the law itself was frequently not able to eject. Famine supervened, and wholesale emigration ; the pressure was lightened in some places, while in others the return of prosperity sustained it. But the Irish farmer remained, as before, faithful to the soil of his holding, and persistent in the vindication of his right to hold it. In the result, there has in general survived to him, through all vicissitudes, in despite of the seeming or real veto of the law, in apparent defiance of political economy, a living tradition of possessory right, such as belonged, in the more primitive ages of society, to the status of the man who tilled the soil.

Testimony of the
Devon Commis-
sion to the exist-
ence of tenant-
right.

12. A high authority on the subject, an authority favourable to the policy of the law, bears weighty testimony to the fact of its failure. In the Report of the Devon Commission, though no misgiving is expressed as to the absolutely beneficial tendency of the law which refused recognition to the tenants' interest, the existence of the Ulster Tenant-right is acknowledged, and its claim to consideration is not denied. The custom of Ulster Tenant-right, the Report says—

p. 14.

"Dates from a very early period, having probably sprung up as a natural consequence from the manner in which property was generally granted and dealt with in that part of the country From this

* De Moleyns, 98 ; Ferguson, 315 ; Sweetman, 1193 ; O'Connell, 3009, 3047 ; Hill, 3192 ; Hamill, 4266 ; Waring, 6929 ; Ward, 7112 ; Beatty, 7371 ; Hanna, 8918 ; Murphy, 10136, 10142, 10156 ; Sinclair, James, 11385 ; Fitzgerald, 25723 ; Walpole, 25989 ; Jones, 26908 ; Leahy, 21758 ; Colthurst, 30619 ; Allen, 1943 ; Murphy, 2822 ; O'Brien, 3937 ; Carver, 30856 ; Gourley, 33640 ; Carroll, 36217 ; Rochfort Boyd, 39894.

state of things a feeling of proprietorship appears to have grown up in the tenant, which continues in a great degree to the present day Anomalous as this custom is, if considered with reference to all ordinary notions of property, it must be admitted that the district in which it prevails has thriven and improved, in comparison with other parts of the country; and although we can foresee some danger to the just rights of property from the unlimited allowance of this tenant-right, yet we are sure that evils more immediate and of a still greater magnitude would result from any hasty or general disallowance of it, and still less can we recommend any interference with it by law."

Outside Ulster the Report recognizes the existence of general uneasiness, and of a want of harmony in the language used by landlords and tenants respectively, when speaking of their rights. It says—

"The most general, and indeed, almost universal topic of complaint brought before us in every part of Ireland, was the 'want of tenure'—to use the expression most commonly employed by the witnesses. It is well known that the want of 'fixity of tenure' has, for some time past, been put sedulously forward as one of the most prominent grievances of the Irish tenant. Some few of the witnesses before us have given to that term a meaning wholly inconsistent with any regard for the most generally admitted rights of the proprietors of the soil; but this is not common; most of them have referred to this subject in much more moderate and reasonable language. The uncertainty of tenure is, however, constantly referred to as a pressing grievance by all classes of tenants. It is said to paralyze all exertion, and to place a fatal impediment in the way of improvement."

p. 16.
Sweetman, 1086,
1155; Robertson,
1515; Murphy,
10190; Verling,
29280; Sherlock,
30969; Anthony,
31961; Baldwin,
32086.

13. The Land Law of England, a country differently situated, and in which the social system has received a different development, has been, by force of circumstances, imposed upon Ireland; and in many instances, principally in connexion with the law of ejectment, powers have been conferred upon the landlords in Ireland that have no existence in England. That law may have been beneficial in its operation in a country where it was merely the embodiment of existing relations, or the expression of prevailing tendencies; but when transplanted into a country where the relations between landlord and tenant were of a different character, and were being developed after a different fashion, not only did it fail to change those relations into the likeness of English traditions, but also, by its attitude of continual antagonism to the prevailing sentiment, it became detestable to tenants, and helped to bring the Courts that administered it, and the Government that enforced it, into undeserved odium. In the result, a conflict of rights, legal and traditional, has existed in Ireland for centuries. The degree of quiet which the country has enjoyed has been due quite as largely to non-enforcement of the legal right, as to the overriding by it of the traditional. Poverty and ignorance, and the absorption of political feeling by other subjects of interest, have retarded the arrival of the controversy at its present acute stage. Ireland is now richer and has fewer grievances of a social or political sort than at any previous period of her history. For this very reason the great grievance that remains has now come to the front, and demands an instant remedy. But the difficulty is no new one. A note of alarm is sounded in the introductory chapter to the Digest issued by Lord Devon of the Evidence taken before the Commission over which he presided, warning landlords of the irreconcilable difference between the rights claimed by tenants and those conceded to themselves by law, and impressing on them the extreme danger which impended over their legal position, if this conflict of right were not speedily terminated. But even here it was not proposed to extinguish the claims of tenants by legislation.

Discrepancy
between the law
and the existing
tradition.

Hamill, 4253.

"The whole of that vast mass of evidence taken by the Commission, in reference to the mutual relation existing between the proprietors and occupiers of land in Ireland, is at once conclusive, painfully interesting, and most portentous in its character. It proves that the safety of the country, and the respective interests of both those classes, call loudly for a cautious but immediate adjustment of the grave questions at issue between them. In every district of the country we find that a widely spread and daily increasing confusion as to the respective rights and claims of these classes exists; and it is impossible to reject the conviction, that unless they be distinctly defined and respected, much social disorder and national inconvenience must inevitably be the consequence. It appears, on the one hand, that the tenant claims what he calls a tenant-right in the land, irrespective of any legal claim vested in him, or of any improvement effected by him—that the value of this claim is estimated at different rates in different localities—that it is either openly admitted or silently acquiesced in by the landlords in some districts, whilst it is considerably restricted or absolutely denied by others. In the north of Ireland this system is pretty generally either authorized or connived at by the landlord, and it is not uncommon for a tenant without a lease to sell the bare privilege of occupancy or possession of his farm, without any visible sign of improvement having been made by him, at from ten to sixteen, up to twenty, and even forty years' purchase of the rent, and the comparative tranquillity of that district may, perhaps, be mainly attributable to this fact. In the remaining portions of the country the evidence would lead to the conclusion that the practice, although equally claimed by the tenant as his right, is not allowed, either openly or by sufferance, by proprietors, except in rare individual instances, and then upon a very much modified scale. It is difficult to deny that the effect of this system is a practical assumption by the tenant of a joint proprietorship in the land. . . . Landowners do not appear aware of the peril which thus threatens their property, and which must increase every day that they defer to establish the rights of the tenant on a definite and equitable footing. . . . They do not perceive that . . . an established

p. 1.

practice not only may, but must, erect itself finally into law; and any one who will take the pains to analyse this growing practice, will soon perceive how inevitable that consequence must be in the present case, unless the practice itself be superseded by a substitute that shall put the whole question on a sound, equitable, and invigorating basis. This basis can only be one that shall accurately define the property of the landowner from that of his tenant, and ensure to each the full enjoyment of his own."

Leases not acceptable.

14. Many of those who have devoted thought to the settlement of the difficulty have come to the conclusion that the true remedy for all the evils of insecure tenure, and of discrepancy between law and tradition, lay in the gradual introduction and universal adoption of a system of Leases. The Report of the Devon Commission above quoted points in this direction. The tenants, however, in general refuse leases.* The offer of security in their holdings for a term of years presents no attraction to them. They see in it, not a lengthening of the legal yearly tenancy, but a shortening of the continuous traditional tenancy. A lease generally involves an immediate increase of rent: at all events, rents are found almost invariably to be raised on its termination. It has seemed better to abide by the tradition, and trust to the easiness of the landlord, and the chapter of accidents. The number of leases in Ireland does not appear to be materially increasing; and this method of settling the land question has apparently become hopeless.

Effect of the transfer of estates under the Landed Estates Court.

Hill, 3114;
Blake, 39747.

15. It is probable that the warning given by Lord Devon had a considerable effect in causing efforts to be made, far more systematically than before, to repress the tendency of the claims of tenants to become established in the form of local customs. Another cause which has operated in the same direction has been the extensive transfer, under the action of the Encumbered Estates Court and of the tribunals which have taken its place, ever since the famine of 1846, of ancient properties, previously managed in a more or less patriarchal fashion, to new owners.† Most of the purchasers were ignorant of the traditions of the soil; many of them were destitute of sympathy for the historic condition of things. Some purchased land merely as an investment for capital, and with the purpose—a legitimate one so far as their knowledge extended—of making all the money they could out of the tenants, by treating with them on a purely commercial footing. A semi-authoritative encouragement was given to this view of their bargains by the note which it was customary to insert in advertisements of sales under the Court—"The rental is capable of considerable increase on the falling in of leases." This hint has often been acted on, and rents greatly above the old level—in some cases probably above the full commercial value—have been demanded and enforced, with the natural result, in a few years' time, of utterly impoverishing the tenants.

The Landlord and Tenant Law Amendment Act, 1860, 23 & 24 Vict., cap. 154, s. 3.

16. The last step in the development of what may be called the English Land Law in Ireland was the passing of the Act of 1860, whereby it was enacted that "the relation of landlord and tenant shall be deemed to be founded on the express or implied contract of the parties, and not upon tenure or service." This enactment has produced little or no effect. It may be said to have given utterance to the wishes of the Legislature that the traditional rights of tenants should cease to exist, rather than to have seriously affected the conditions of their existence.

The Land Act, 1870, 33 & 34 Vict., cap. 46.

S. 1.

S. 2.

17. The Act of 1870 constituted a reversal of this policy, and the establishment of a new order of ideas. For the first time it was decided in some measure to recognize the existing state of things. The attempt was abandoned to establish by law the commercial system of dealing with tenancies of agricultural land. In Ulster, where the traditional rights of tenants had attained the consistency of a custom generally recognized, that custom was now legalized, and became a part of the law; and in the case of any holding not situated in Ulster where a usage prevailed in all essential particulars corresponding with the Ulster tenant-right custom, it also was legalized. Where the Ulster custom did not exist, a legislative sanction was given to the pre-existing sentiment that a tenant ought not to be deprived of an interest, which, nevertheless, the statute did not in terms declare him to possess. But in all cases the only weapons given by the statute for vindicating the rights of the tenants were in the nature of compensations for the

* Allen, 1901; Forde, 7019; Watson, 7478; Sinclair, J., 11355; Caskey, 12339; Knox, 16995; Mahon, 21169; Hunt, 21564; Reeves, 23371; Hussey, 25260; Crosbie, 26201; Barrett, 30551; Hegarty, 30691; Fell, 30757; Rochfort-Boyd, 39901.

† Robertson, 1538; Coleman, 2544; Everitt, 2544, 2567; Simpson, 3342; Quin, 5756; Brush, 6694, 6710, 6719; Watson, 7526; Murphy, 10115; Ashe, 11995; McIntyre, 13336; Cawley, 14076; Bourne, 15178; Barbour, 15621; Gore, 16977; O'Hara, 19505; Bailey, 20246; Seymour, 20668; Kilmartin, 21035; Joyce, 21068; Stritch, 24357; O'Sullivan, 25804; Walpole, 26187; Barry, 28729; Fitzgerald, 29544; Burdon, 31602; M'Mahon, 34398.

wrongful deprivation of his interest in his holding. Thus the tenant unprotected by the Ulster custom became entitled, on quitting his holding, to compensation, subject to many restrictions, for his improvements; to compensation, within limits, for money paid when he entered on his holding; and, more important still, to compensation subject to a scale for the mere fact of disturbance, apart from any consideration of improvements made or of money paid on entering. The remedies given to a tenant under the Ulster Custom were similar in kind. The tenant who was served with a notice to quit to determine his tenancy was to make a claim on his landlord for the value of his tenant-right. Logically speaking, such a claim ought to have justified a decree to enforce the Custom, by way of specific direction to the landlord who was found to be violating it to abstain from doing so, and to charge no more than a fair rent, if he were found to have unduly raised it. But the absence of such a provision in the Custom itself, and consequently in the law legalizing it, and the general tenor of the subsequent sections, have caused the word "claim" to have a signification, in all cases, of a claim for money representing the value of the tenant-right; in other words, for compensation for the loss of it.

Gave only indirect protection to tenants' interests. Ss. 4, 5, 6. S. 7. S. 3.

S. 16.

18. The full bearing of these observations will not be appreciated, unless it be remembered that, in nearly all cases of dispute between tenant and landlord, what the aggrieved tenant wants is, not to be compensated for the loss of his farm, but to be continued in its occupancy at a fair rent. This, as the law now stands, he cannot have; and in order to raise a question before the Court, he is forced to begin by a surrender of the only thing for which he really cares. The plaintiff in a land claim, if he fails to prove his case, is turned out without the compensation that he claimed; but if he proves it, he is turned out all the same. Even the chance that he might, by consent of the landlord, be allowed to continue in possession at the higher rent, the demand of which in many cases has been the sole cause of the suit, and his refusal to pay which has led to the service of the notice to quit upon him, is lessened by the bitterness naturally engendered in a contest at law between himself and his landlord. The Act was intended to confer security upon tenants, and has to some extent succeeded in so doing; but it has in this respect introduced a new element of insecurity. It has converted ordinary disputes over the amount of rent, and over a tenant's dealings with his holding, into one-sided wagers of battle, where the prize at stake is in all cases first adjudged to the landlord, and the tenant, if successful, is obliged to put up with a substitute. In a word, once the tenant comes into court, all the law can give him is compensation in money. The very fact of his making a claim at all presupposes that he is to leave the land. It is obvious that a statute of this description, the utmost scope of which is to give compensation for the loss of a valuable interest, but no right to be protected in its enjoyment, or to have it restored when it has been taken away, fails to afford protection on the usual lines to the tenant's interest in his holding, if that interest be considered as a genuine proprietary right; and at the same time it is hard to see on what grounds such legislation is to be justified, if the existence of any proprietary right in the tenant is denied. However useful as a temporary measure, at a transitional period, it appears to us that the Land Act contained in itself the seeds of failure, as a permanent settlement. As such, now that it has been fairly tried, it is impossible to resist the conclusion that it has failed to give satisfaction to either party.

In what respects it has failed.

De Moleyns, 118; Everitt, 2489; M'Elroy, 4413; Cunningham, 9438.

Hill, 3158; Alexander, 8775.

III. *Conclusions from the Evidence.*

19. It appears from the evidence that the Land Act of 1870, notwithstanding its defects, has conferred advantages upon the tenant farmers of Ireland, especially in Ulster. It has, however, failed to afford them adequate security, particularly in protecting them against occasional and unreasonable increases of rent. The weight of evidence proves indeed that the larger estates are, in general, considerably managed; but that on some estates, and particularly on some recently acquired, rents have been raised, both before and since the Land Act, to an excessive degree, not only as compared with the value of the land, but even so as to absorb the profit of the tenant's own improvements. This process has gone far to destroy the tenant's legitimate interest in his holding. In Ulster, in some cases, it has almost "eaten up" the tenant-right. Elsewhere, where there is no tenant-right, the feeling of insecurity produced by the raising of rent has had a similar effect. The extent and mischief of this feeling of insecurity are not to be measured by the number of cases of rent-raising which have been brought into court, nor even by the number of cases where the rent has actually been unduly increased, or of estates on which the owner has been thought to

The Land Act has conferred insufficient protection on tenants in respect of rent-raising.

Townshend, 1653; Hill, 3132; M'Elroy, 4597; Beatty, 7538; Murphy, 10114; Hamilton, 33345; Blake, 39701.

Ferguson, 353;
Bailey, 20252.

Hill, 3225;
Simpson, 3342;
Baldwin, 32104.

Illustrations from
the Evidence,

have unduly raised the rent of one or more of his tenants. The feeling is contagious, and has spread far and wide. Even a single case, very likely misapprehended, in which a landlord, of previously good reputation in this respect, is thought to have acted unfairly by a tenant, may largely affect the condition and the good feeling of an entire neighbourhood. Since the Land Act, cases of this kind have been more fiercely canvassed and more widely known. Some landlords, who previously were content to take low rents, appear to have begun a system of rent-raising when the Land Act was passed, either because they judged that their former forbearance was not suitable to the new relations which legislation had established between themselves and their tenants, or because the profits of agriculture just then were high, or because the high price fetched by tenant-right, under the stimulus of the satisfaction engendered by the passing of the Act, made them think that they had hitherto been mistaken in letting their land so cheaply.

20*. Thus Mr. S. M'Elroy, Secretary of the co. Antrim Tenants' Right Defence Association, says, Q. 4489:—

"Putting on one side the amount of rents raised on account of the misapprehension created in some landlords' minds by the Land Act, with the advantages gained by the tenant on the other side, through compensation in the Land Court, I believe the tenants have lost more by increased rents than they have gained by the compensation given in the Land Court."

Mr. Shillington, Chairman of the Armagh Tenant Farmers' Association, says, Q. 5074:—

"You think the effect of raising rents in the north has been more or less to interfere with the tenant-right? The effect has been to reduce the value of the tenant-right, and it has interfered with the comfort and contentment of the farmers, and made them discontented, and producing a great deal of agitation and discontent with the existing state of things. Q. Has it affected the sense of security they feel for their interest in the land? Very greatly. It has produced a very general uneasiness and sense of insecurity—the gradual raising of rents. Q. Am I right in thinking that it would be possible, by increasing the rent on every farm in that way to do away with tenant-right altogether?—Quite so. It is a question of time whether the Ulster tenant-right, on many estates, will not disappear altogether, under the existing law. The facts of the past ten years prove that it is merely a question of time."

Mr. Joseph Alexander, of Imlick, co. Londonderry, says, Q. 8688:—

"The Land Act of 1870 affords no protection to the tenant farmer for his improvements, nor as regards rent. Q. You mean it gives no protection against increase of rent?—None. It gives no protection against increase of rent for improvements. Q. Improvements made by the tenant?—Made exclusively by the tenant. . . . Q. The intention of the Act was to give the tenant security for all his rights as they existed at the time of the passing of the Act?—Quite so. Q. You think the Act was not sufficient to secure that?—Not sufficient, because the landlord can raise the rent to any amount he chooses. Of course the tenant has three alternatives—he either sits under the increased rent, or he sells his interest and walks out, or he delivers up the farm to the landlord, and fights him in the law court. Q. And they object to fighting?—They do. It is something like the three alternatives that were offered to the ancient King of Israel—three months before the sword of the enemy, three years' famine, or three days' pestilence. There have been no land cases in our county court for a considerable time. Q. The tenants prefer to submit to the increase of rent rather than go to law?—Yes. Q. Going to law means going out of your farm?—It does; and it also means going to a place that we don't know what will happen to us—no more than we do of a future state of existence. We never can tell what may be the result of litigation."

* See also, among others; Ferguson, 227; Sweetman, 1179, 1190; Robertson, 1403, 1405; Allen, 1946, 1951; Coleman, 2283, 2298, 2303; Drew, 2726, 2740; O'Connell, 3023, 3031; Hill, 3086, 3134; Simpson, 3314; Knipe, 3639, 3646; Fenlon, 3715, 3760, 3766, 3772; M'Elroy, 4551, 4559, 4581, 4597; Shillington, 4987, 5079, 5114; Ruddell, 5271; Quin, 5660, 5691, 5701; O'Callaghan, 5824; Swann, 6127; Perry, 6246; Murray, 6352; Lennon, 7540, 7610; Campbell, 7656; Henry, 7770; Gault, 8388; Wallace, 8529; M'Nair, 8649; Alexander, 8689, 8772; Hanna, 8912; Gamble, J., 8986; M'Glinchy, 9151; Cunningham, 9404; Flanagan, 9639, 9654, 9675; Dunne, 10025; Norris, 10219, 10235; Warnock, 10312, 10324; Morrison, 10449; Caldwell, 10545; Coyle, 10572, 10599, 10642; Adams, 10605, 10633; Cole, 10662; M'Connell, 10685; Laughlin, 10686; Gregg, 10719; M'Intyre, 10778; Gamble, W., 10873, 10886, 10902; Loughrey, 11117; Sinclair, James, 11391; Sinclair, William, 11424; Brooke, 11603; Craig, W., 11666; M'Kinley, 11681; Ashe, 11990; Craig, R., 12172; Mannion, 12641; M'Donough, 12841; Shanley, 13237; Cunningham, 13396; M'Kenna, 13839, 13919; Martin, 13954, 13985; Cawley, 1404; Hanlon, 14376; Gallagher, 14632; Jackson, 14847; Ward, 14934; Flaherty, 14982; Fawcett, 15091, 15102; Moore, 15136; Crean, 15729; Heraghty, 16438, 16351; Gibbons, 16479; Hogan, 16475; Corcoran, 17333; Dowling, 18060; Morris, 18409; Kilmartin, 20944; Joyce, 21065; Bolster, W., 21675; O'Flaherty, 21,842; Casey, 21960; Barry, 22021; Cahir, 22946; Gubbins, 23508, 23516; Madden, 23522; Stoney, 23608; O'Connor, M., 24537, 24583, 24589; Moynahan, 24619, 24625; O'Connor, T., 24,650; Carroll, 24785; Allman, 24833; O'Donoghue, 25025; O'Connor, M., 25212; Warren, 25498; Clifford, 25683; Fitzgerald, 25715; Griffin, 25,885; Walpole, 25982; O'Connor, P., 26303; Foley, 26358; Lane, 26464; Riordan, 26723; Barry, 28729; O'Sullivan, 28942; Sheehan, 29017; Verling, 29275; Nyhan, 29557; Daly, 29993; M'Carty, 30249; Finn, 31297; Nugent, 31330; Mulcahy, 31349; Maher, 31362; Finn, 31370; Burdon, 31585; Croom, 31998; M'Mahon, 34361; Orr, 34941; Walsh, 35504; Marum, 35848; O'Halloran, 35960; Foley, 35984, 35993, 36006; Murphy, 36230; Pringle, 36770; Gartland, 36954; M'Keogh, 37061, 37067, 37074; M'Govern, 37230, 37240; Phelan, 37275; Smith, 38411, 38417; Sproule, 38337, 38,645; Pringle, 38777, 38783; Galvin, 38833; Holahan, 39192. See also Appendix B, C, and Reference Table.

Mr. H. Ward, county cess collector, Ballintra, co. Donegal, says, Q. 14980 :

Illustrations from
the Evidence.

"A great portion of the landlords of this country are doing everything they can to put down the Land Act of 1870, to make it a useless letter in the Statute Book, for the rise of rent prevents the tenant-right being any use, and a man won't buy. . . . This great contention between the landlords and the people did not so much exist until after the Land Act. The landlords are death on the people. Q. Standing on their rights?—Yes, and saying we will not allow this Tenant-Right Bill to have effect at all, and we will put on a rent that will destroy it, and has destroyed it."

Edmund Langley Hunt, Esq., of Curraghbridge, Adare, co. Limerick, says, Q. 21653 :—

"On the properties you are acquainted with are there periodical valuations?—No, there are not. Q. On a change of tenancy I suppose there is a change of rent?—As I say, that is done very quietly. You see the rents raised and raised, and you find it hard to know how it has been done. The tenant must arrange it, as a matter of fact."

Thomas Sanders, Esq., of Sanders Park, Charleville, co. Cork, says, Q. 29087 :—

"Do you feel any difficulty in fixing the rents with the tenants at all?—I can't say I do; on the falling out of a lease, I have had very little difficulty in increasing the rents. Q. Supposing a man is in possession of a farm and you want to increase his rent, and he disagreed, how would you settle the matter—does it end by having your own way?—I end it by having my own way. Q. You would not call that freedom of contract—would you?—It would be perfect freedom of contract, if I were dealing with an outsider. Q. Exactly. But when a man is in possession, and has nowhere else to go to—what would you call it then?—In some instances it would be perfectly free. Q. But there are some that would not be perfectly free—what would you do when they suggested a perfectly fair commission to fix the rent?—I would do what I considered fair. Q. That is fix the rent yourself?—Fix what I considered a fair rent."

Professor Baldwin, of Glasnevin Model Farm, says, Q. 32106.

"I found the action of one unwise or bad landlord brings disfavour on the whole class in the county or province, and drives actually terror into the minds of the people for miles and miles. Q. The feeling of the tenants is what has happened in one place may happen in others?—That is what is in their minds."

William Rochfort, Esq., of Burrin House, co. Carlow, says, Q. 33255 :—

"The Land Act, in my opinion, failed in protecting small holders from liability to pay exacting rents. I do not think it affords adequate protection in cases in which the landlord wishes to raise the rent, more especially on the tenants' improvements; but any legislation ought to be strictly confined to the small men who cannot protect themselves. I do not think the small holders are free agents. Q. You think the large men can protect themselves?—Yes. Q. Where would you draw the line?—Well, I cannot answer that."

J. E. Vernon, Esq., of Wilton-place, Dublin, says, Q. 35302 :—

"You have to deal with the quantity of land in Ireland at this moment that is let at rents that are too high. You must deal with that fact—you cannot shirk the question. It is a serious question in a legislative point of view, but I do not think you can shirk it. Q. Do you think that arises from frequent rises of rent since the Land Act?—Partly from that cause, there is no doubt about it. I think it began with the Incumbered Estates Court. A number of men bought land in that court on speculation, and increased the rents. I could mention estates on which, since the establishment of the Incumbered Estates Court, I have known the rents raised twice. Q. Have you known many cases of rise of rent since the Land Act?—I have. I think the passing of the Land Act has had the effect of raising the rents, for this reason, I think men have been brought much more within the lines of business. Previous to the passing of the Land Act the landlords let the thing run on; they had the feeling that whenever they thought proper they could raise the rents. The Land Act laid down a line, what you could do, and what you could not do; and that drew the attention of a great many men to their rights in that sense."

21. Under these circumstances the Act of 1870 has been vainly appealed to for an adequate remedy. It gives no regular jurisdiction over questions of rent. When rent is raised, although the rise may eat into the value of the tenant-right, although it may deprive the tenant of the benefit of his own improvements, although it may make it difficult for him to get a living on the farm, he must, as a rule, submit. The evidence shows that, under a system of gradual small increases of rent, tenants have submitted, long past the point at which they consider themselves to be unfairly rented. When at last they decide to make a stand, they refuse to pay the additional rent. If the landlord withdraws his demand, matters go on as before. If he does not, he serves a notice to quit, which at law determines the tenancy. The tenants must then file a "claim," if under the Ulster Custom for compensation for their tenant-right, if otherwise for compensation for disturbance, and for their improvements, if any. Under the Ulster Custom, the Court inquires whether the custom exists on the estate, and whether the usages applicable to the particular holding support the tenant in his claim for tenant-right on quitting his holding at the demand of the landlord. These points being decided in the tenant's favour, the Court proceeds to examine into the value of the tenant-right, and to adjudicate him a sum of money accordingly. In so doing it is necessary to take into account the amount of rent, upon which, as compared with the gross value of the holding, the value of the tenant-right in the first place depends; and in considering, as the statute authorizes, any objection or set-off which either party may urge, and any default or unreasonable conduct of either party affecting the matter in dispute, the point may arise for consideration whether the landlord was unreasonable

The remedy in the
Land Act is indi-
rect and therefore
insufficient.

How it works (a)
under the Ulster
Custom;

Blake, 39703.

s. 18.

Ferguson, 220,
241; Robertson,
1478; Hill, 3323;
Hamill, 4204;
Blake, 39720.

(b) Where the
Ulster Custom
does not exist.
s. 18, end.
s. 4, end.
s. 9.

Hamill, 4233;
Vernon, 35351.

in demanding the increased rent, and whether the tenant was unreasonable in refusing it. In this way the question of rent becomes an element in the settlement of the amount to be paid by way of tenant-right. But no jurisdiction is given to the Court to adjudge or to propose a fair rent as a settlement of the dispute. However, in the exercise of their discretion, some county court judges have taken advantage of the stage of the proceedings at which the question of rent is before them to declare extra-judicially what they think would be a fair rent, and by consent to put the question in train for a settlement, upon the basis that the tenant shall be continued in his occupancy at that rent. Outside the protection of the Ulster custom, a claim for compensation is similarly inquired into and settled without any jurisdiction over the question of rent. In this case the court is expressly directed to disallow the tenant's claim to compensation for disturbance, if it appears that the landlord is willing to permit the tenant to continue in occupation upon just and reasonable terms, and that the refusal of the tenant to accept his terms is unreasonable. There is also an express provision that the amount of the old rent is to be considered by the court, in reduction of the claim of the tenant for compensation for his improvements. The only case in which the amount of rent is to be taken into account in a sense favourable to the tenant is a provision by way of exception to the enactment depriving an ejected tenant of compensation where his rent has not been paid. In the case of a holding not exceeding £15 rental, ejectment for non-payment of rent may be declared a disturbance where the non-payment is found to have been due to the rent having been "exorbitant." This provision has been almost inoperative, and for the most part unnoticed. The use in it of the word "exorbitant" has contributed to this result. Thus, with the exception of the informal proceedings resorted to by some County Court judges outside the strict limits of their function, the Act provides no effectual resource accessible to a tenant against an undue increase of rent; nor does it hold out to him any benefit whatever, in cases of rent-raising, consistently with his remaining in possession of his holding.

Raising of Rent
at the time of Sale
of Tenant-right
under the Ulster
Custom, a way in
which the Act has
been rendered in-
operative.
Simpson, 3390;
Knipe, 3626;
Hamill, 4261;
Leitrim, 11281.

Mode in which
this has been
brought about.
Hill, 3136.

Warnock, 10383;
Morrison, 10483.

22. On estates subject to the Ulster custom an easy way has been found to render the Act in this respect entirely inoperative, by selecting the time when the tenant-right was in the market for announcing increases of rent. This practice appears to be comparatively a new one, since the Land Act of 1870. Before that time there was a delicacy in meddling with sales of tenant-right. The right of free sale was at once the element in the custom which least affected the landlord's action, the right to which he had established the most satisfactory limitation, namely, the veto to a purchaser on reasonable grounds, and the right most clearly established. It was, moreover, the one point in the custom from which the landlord himself derived a distinct benefit. The proceeds of a sale were his acknowledged security against arrears of rent. The discovery of the large sums that were paid for tenant-right might often suggest to landlords that the time had come for raising rents; but they did so generally at their own convenience, either at fixed periods, or on occasion of the general revaluation of an estate. After the Land Act, a demand for an increase of rent, if followed by a notice to quit, became liable to the inconvenience that a tenant might refuse to pay, and might serve a claim for compensation for his tenant-right. In this way the landlord, if he persisted in his notice to quit, might be forced unexpectedly to pay down a large sum of money, when he had only calculated on receiving an increase of rent. To wait for a sale of the tenant-right, and then announce the increase, was a course which made it in the highest degree improbable that any resistance would be made to the landlord's demand. This is what happens; if the sale goes on, and the increase of rent is submitted to, the outgoing tenant generally has to bear the loss; in which case it is common to deduct £20 from the purchase-money for every £1 added to the rent. In other cases the purchaser, who is in the nature of things generally richer and more sanguine than the vendor, may be weak enough to pay the full value of the tenant-right, and the higher rent as well. No purchaser if well advised will pay the original purchase-money, and go into possession of the farm against the landlord's consent, while refusing to pay the additional rent. If he does, he will be served with a notice to quit, and will thus have bought a lawsuit. If he makes a claim under these circumstances, he will only get the diminished value of the tenant-right at the increased rent, unless he can show conclusively that the additional rent demanded is excessive. He also runs the risk, having purchased without the landlord's consent, of having his claim entirely disallowed. If no sale is concluded, as very often happens, the disappointed vendor, generally in difficulties, and eager to realize, is obliged either to begin treating again for a sale at the reduced value, or else to come to terms with the landlord under disadvantageous circumstances. The discontent resulting from these proceedings will be found reflected in the evidence.

23.* Thus Mr. S. M'Elroy says, Q. 4522 :—

"Very much evil has arisen with regard to the raising of rents at the change of tenancies. . . . The same principle holds good over the greater number of properties in the north of Ireland, and creates a great deal of bad feeling."

Mr. James Ferguson, of Silversprings, co. Antrim, says, Q. 4888 :—

"Are the rents raised before the sales?—Yes; the parties are told that the rent will be increased, and then when the farm is bought they add something to the rent. Q. The rents are creeping up?—Creeping up by degrees."

Mr. Shillington says, Q. 4987 :—

"There are several circumstances taken advantage of by landlords to advance rents. On one of the estates I have named it is an invariable custom, on a change of tenancy, to increase the rent. . . .

"Q. 4990. I do not know that the custom existed until the agitation took place in reference to the Land Act. I think about 1869 is the first instance I have. Q. You consider it was in connexion with the Land Act, or the proceedings before the Land Act?—Yes."

Mr. Joseph Perry, formerly Secretary of the Down Tenant Farmers' Association, says, Q. 6228 :—

"Where tenant-right cannot be denied, in several cases since the Land Act came in, where they cannot prevent free sale they have adopted the plan of raising rent at the time of the transfer of a farm. . . .

"Q. 6232. Rents raised at the termination of a lease or on change of tenancy?—Yes; it is on change of tenancy we complain of, and it is not on the termination of the lease—that, we think, is natural. We don't object to it. . . .

"Q. 6240. At a regular fixed period I would rather have it, than at the time of a sale, because it destroys the confidence of parties."

Mr. Joseph Beatty, of Keenan, Lurgan, says, Q. 7358 :—

"You say there is a general tendency on the part of landlords to increase the rent?—I do. Q. To "nibble it up"?—To nibble it up. Q. Is that done at stated intervals?—Generally at the fall of a lease or change of tenancy. Q. If a lease was made a long time ago, say forty or fifty years ago, and that the land was let cheap, do you think it would be wrong to raise the rent on the termination of the lease?—No; of course in such a case as that it would be right to make a change. Q. You say the rent is increased on a change of tenancy?—Yes; if a man wished to sell his farm, and another man wants to buy it, and they go into the office in order to get the purchaser accepted as the tenant, and his name put in the book, his rent is generally increased. Q. Is it unjustly increased, in your opinion?—In very many cases it is; in some cases it is not."

Mr. Joseph Laird, of Ballyclare, co. Antrim, says, Q. 8420 :—

"Is there any fixed rule as to the times when rent may be raised?—No fixed rule. Whenever you sell a farm the rent is raised, even if it had been raised two years before. Q. There is an increase of rent upon every change of tenancy?—Yes; and in fixing the rent they never examine the subsoil or anything else; they just say it is worth so much, and the tenant must submit. I believe the landlord should get the fair value of the farm, deducting the improvements the tenants have made."

Mr. John Donnell, of Dunnamanagh, Strabane, co. Tyrone, says, Q. 10981 :—

"Is it a fact that you have not heard of this rule of increasing rent on a sale of tenant-right being adopted upon the estates until after the Land Act?—Yes. Q. It was not adopted on the estates in your neighbourhood?—Not in any part that I heard of."

Major James Hamilton, of Brownhall, Ballintra, co. Donegal, says, Q. 14742 :—

"But what they complain of is the introduction of the custom of a rise of rent on the change of tenancy?—That I understand has been the custom here about Donegal. I was going to try that at one time, because when prices rise, a landlord has to rise his rent at some time or other. I thought it would be a good thing to do it at the time of the sale, but I found land might be sold two or three times, and it was confusing, I had to drop it. Q. Do you have periodical rises of rent?—On one part of my property it has not been raised since 1826. Q. You think it destroys tenant-right?—Well, I think a rise on sales might deter the purchaser."

Mr. Alexander Caruth, solicitor, Ballymena, co. Antrim, says, Q. 34643 :—

"Is the practice of increasing rent on change of tenancy a common practice?—I should not say it is common, but latterly it has grown more into practice than formerly. Q. Since the passing of the Land Act?—Yes; my attention has been more called to it. I never had occasion to think of it before."

* See also, among others :—Simpson, 3307, 3355, 3389; Knipe, 3642; Robinson, 5321, 5338; Walker, 5381; Quinn, 5660, 5731, 5747, 5756; M'Geany, 5855; Swann, 6167; Gray, 6169; Perry, 6240, 6257; Gardner, 6301; Moore, 6343; Murray, 6374; M'Aleena, 6380; Beatty, 7366; Lennon, 7543, 7558, 7602; M'Kean, 7908, 7929; Mulholland, 8345, 8352; Wilson, 8433; M'Murtry, 8460; Wallace, 8555; Alexander, 8853; M'Glinchy, 9116, 9129, 9148, 9156; Hanna, J. S., 9615; Flanagan, 9733; Browne, 9783, 9928; Douglas, 10015; Dunne, 10035; Norris 10249, 10253; Warnock, 10374; Rankin, 10504; Caldwell, 10554; Coyle, 10593; Cole, 10670; Donnell, 10969; Loughrey, 11095; M'Kinley, 11686; M'Kenna, 13780; Smollen, 14599; Gallagher, 14635; M'Gaharen, 14665; Kelly, 14695; Jackson, 14861; Thomas, 14990; Moore, 15142; Clarke, 15685; Crean, 15791; Hunt, 4654; O'Sullivan, 24913; Caruth, 34637; Pringle, 36701; Smollen, 36811; Phelan, 37281; Gibson, 38838; Read, 38857.

The Act has conferred inadequate security on tenants in respect of their desire for security of tenure.

24. The question of rent thus raised appears to us to underlie every other. But, apart from increases of rent, it has been shown by the evidence that the insecurity of the present system of tenure, though diminished by the Land Act, still operates, as it has formerly operated, to cause discontent. The Act has, indeed, been successful to some extent in checking capricious and arbitrary evictions, by the imposition of a payment in the nature of a fine. But it has, as has been shown already, introduced a new element of insecurity, by intensifying the struggle in cases of dispute, and by obliging all proceedings to begin with a notice to quit, to be followed by an ejectment and loss of possession, even though the tenant might be successful.*

Compensation for disturbance under s. 3, inadequate.

25. We have further to report that the scale of limits imposed upon the amounts recoverable, outside the Ulster custom, for disturbance, has been found inadequate. It is in evidence that it has been found possible for a landlord to evict a tenant, to pay him the full amount that could be awarded by the Court, and to recoup himself, and put money in his pocket, by the incoming payment of a new tenant at the same rent.

Illustrations from the Evidence.

26.† Robert Ferguson, esq., Q.C., County Court Judge for the West Riding of the County of Cork, says, Q. 221 :—

“I think, with sufficient power to inflict a penal compensation where the case was unjust, I could have prevented every unjust eviction; but my powers were shorthanded altogether. Of course the compensation for disturbance is a penal character to a certain extent, but it ought to have been double. My power to make it really effective should have been double what it is, because in the cases where men were really anxious to get possession the compensation for disturbance was insufficient. They were cases where the landlord was very much of the class of the tenantry, and was prepared, at any peril, to get up his land for the purpose of possessing it himself, or giving it to some tenant who would pay him more than any compensation I could give, and I have had very strong cases to that effect. One of them is worthy of note, but the landlord there was a man of position, a gentleman resident out of the country, and he deliberately brought two evictions of a very distressing character, with a full knowledge that I would give every penny of compensation I could give, but, with the perfect knowledge also that he could get, on the same estate, a larger sum for the tenancy than anything I could give. He put out one man and paid the compensation, receiving a larger sum from another tenant whom he subsequently ejected from another farm, receiving a large fine for this farm also. Q. That was two evictions on the same estate?—On the same estate; by each of which he put into his pocket a considerable sum, more than I compelled him to pay; the case is well known, Mr. Shaw knows it. Q. That is the same holding evicted twice?—No, but two evictions on the same estate. One tenant covetous of the farm of another said to the landlord, ‘If you put that man out I will pay you so much,’ he put him out, I gave compensation, but he gained considerably by the eviction. When he went to deal with the man whom he had put out he said to him, ‘You need not have done that to me, I would have paid you as much perhaps; besides that man has two farms, the one he has himself is as valuable as the one he has taken from me.’ ‘Do you say so,’ he said, ‘Would you pay the same for it?’ He agreed to do so, and proceedings were immediately taken by the landlord to get possession of this farm also.”

The Rev. Charles Davis, P.P. of Baltimore, co. Cork, mentions a case, Q. 29684 :—

“The County Judge pronounced the tenant to have been capriciously evicted, and gave him the full compensation allowed by the Act of Parliament—namely, £90; but the landlord got the man who succeeded him to double the rent and give £210 fine.”

John Chute Neligan, esq., Q.C., County Court Judge for Meath, says, Q. 34875 :—

“In the paper which you sent to us, you draw attention to one of the clauses of the Land Act, which in your opinion works injuriously?—Yes—I refer to the fourth paragraph of the third section of the Act. I would suggest the repeal of that clause. I have had cases before me, where I have been compelled to put the tenant to his election and say, ‘you must either reduce the number of years’ rent you claim for disturbance, or I cannot give you anything for your improvements.’ I think that clause has worked hardly in several instances. I would repeal it *in toto*. I see no reason whatever for it, and I have known it to work unjustly. Q. Has not the tenant the power of election?—Yes, but still the result is to deprive him in some cases, either of the compensation for improvements, or of a portion of the claim for disturbance, which I would have given him. Q. Baron Dowse—I have known instances myself, where it worked hardly—I have seen it in cases that came before the Land Court on appeal?—Yes; it ought, I think, to be repealed.”

Arthur Hamill, esq., Q.C., County Court Judge for Sligo, says, Q. 4197; (compare Q. 4216) :—

“I am of opinion if the third clause, which is the disturbance clause, could be enlarged, it might be done beneficially. I have taken the liberty of putting my view of this clause on paper. I think if the compensation for disturbance was increased to the extent of ten years of the annual rent, instead of the seven years, it might be beneficial.”

* De Moleyns, 15, 65; Allen, 1876; Hamill, 4225; Tute, 13986; O'Connor, 24489.

† See also, among others :—Sweetman, 1126; Robertson, 1436; O'Brien, 4052; Mahon, 21159; Bolster, 21761; Herbert, 22776; Fitzgerald, 22277; O'Connor, M., 24497; Moynihan, 24620; O'Sullivan, 24928; O'Rourke, 25091; Riordan, 26751; Cronin, 29383; Murphy, 29404; O'Halloran, 31549; Dowling, 34465, 34469; Smollen, 36901; Maher, 37209; M'Govern, 37238.

27. It has also appeared that landlords have ejected tenants holding under the Ulster custom, have paid them the amount awarded for their tenant-right, and have relet the lands at a profit. Compensation for loss of tenant-right inadequate.

28.* Thus, Mr. John Wallace, of Alta Hammond, Carrickfergus, co. Antrim, says, Illustrations from the Evidence,
Q. 8527:—

"Mr. Biggar's father purchased a portion, and he and Mr. Raphael made the greatest rise in the rents. Q. Mr. Biggar's father?—Yes, he is now dead. Q. Did they raise the rents, when they bought, on the tenants then in occupation?—Mr. Biggar did not raise them for some little time, but I think he did so for this reason, that he told me himself he would not settle what the rent would be till it was known what the issue of the land question would be. Then afterwards he fixed the rent, when he knew the new law. The first thing he did was: there was a widow who said it was impossible that she could pay the rent he had put on. He gave her notice of ejectment. That was one of the first cases tried in this country. Q. Mr. SHAW—What was the result of it?—She obtained £400 on a farm of forty acres. Q. And she was put out?—She was. The O'CONOR DON—What did he do with the land?—He got a person to take it at the £400, and raised the rent; and it is now £2 10s. an acre, I think.

29. The feeling of insecurity has operated to check the process of improvement of the soil. The restrictions which the Act imposes on compensation for improvements have prevented the tenants outside the Ulster tenant-right from receiving a fair equivalent for the results of their industry. These restrictions bar compensation for improvements other than permanent buildings and reclamation of waste lands, if made before the passing of the Act and twenty years before the claim for compensation. They allow the right to compensation to be barred by express contract, if the improvement is such as would appear to the Court to be calculated to diminish the general value of the landlord's estate, and, in all cases, if the value of the holding is not less than £50 a year. They bar it, with certain exceptions, in the absence of express contract, on the termination of leases, if such leases should have existed for thirty-one years before the claim. Still more important is the direction to the Court to take into consideration the time during which the tenant may have enjoyed the advantage of his improvement and the rent at which he has held his holding, with a view to the reduction of his claim. Claims for improvement arising from the proper cultivation of the soil in the course of husbandry have been held to be excluded from the benefits of the section. Most injurious of all has been the result of decisions as to the construction to be placed on the words "Made by himself or his predecessors in title," which have been interpreted to exclude from benefit all tenants whose continuity of possession and title has been broken by any change in their legal tenancy since the improvements were made. This has opened many easy ways to evade the section altogether. A tenant remaining in possession after the expiration of a lease, so soon as he has paid rent, becomes, in law, a tenant from year to year under such terms of the lease as are applicable to that species of tenancy. If a landlord serves a notice to quit and then on its expiration arranges with his tenant for any change in the rent, a new tenancy may be created. If farms are re-arranged, by the transfer of a portion of the farm from one tenant to another, and a re-arrangement made as to the rent, or if a change is made in the rent merely, it is considered by some County Court Judges that a new tenancy is created. In all these cases the claim of the tenant for compensation is now considered to be barred, even though he may himself have continued throughout in possession. In the result,† the Land Act seems at its first passing to have stimulated tenants, especially in Ulster, to improve, while landlords' improvements were checked by it. In proportion, however, as its defects became apparent the returning sense of insecurity has not only checked tenants' improvements, but has, in conjunction with other causes—recent scarcity and political excitement—contributed to bring about the present concerted refusal to pay rent, or to pay more than the amount of Griffith's valuation, which constitutes a grave crisis in the affairs of the country.

The Act has conferred insufficient security on tenants for compensation for their improvements.
s. 4 (1).
s. 4 (2).
s. 12, 4, last paragraph but one.
s. 4 (3).
s. 4, end.

Battersby v. Darnley, 11 L. T. & Sol. J. 283.

Darragh v. Murdock, Donnell's Irish Land Act, 281.
Holt v. Harberton, Donnell's R., 175. 11.
Millican v. Hardy, D. R., 473.
Begly v. Downshire, D. R., 527.
Nolan and Kane, "The Statute Law of L. & T. in Ireland," p. 180.

Boycott, 18463;
O'Connor, 24601;
Baldwin, 32268.

30.‡ Thus Mr. Robert Ferguson says, Q. 257:—

"As to the question of improvements the Act is more perfect, but still defective. I have felt hampered by the state of the law where new lettings, where new agreements were made between the tenant and the

Illustrations from the Evidence.

* See also, among others:—M'Elroy, 4565; Laird, 8411; Morrison, 10470; Meek, 12293; Jackson, 14910; Robb, 18633.

† De Moleyns, 102; Allen, 1943; M'Neill, 6091; Atkinson, 7294; Ker, 8045; Murphy, 10141; Sinclair, James, 11364; Lepper, 11651; Ashe, 11987; Craig, W., 11663; M'Callion, 12222; Bourne, 15230; Crean, 15783; Clancy, 18177; Blake, 18723; Persse, 18869; Richardson, 18943; French, 19100; O'Hara, 19476; Kilmartin, 20942; Joyce, 21071; Crosbie, 26224; Sherlock, 30958; Phelan, 37289.

‡ See also, among others:—Sweetman, 1161; Robertson, 1380; Meagher, 2118; Everitt, 2503, 2536; Murphy, 2789; Kelly, 3691; Fenlon, 3733; Battersby, 4384; Ferguson, 4816; Hanna, 8914; Warnock, 10360; Cawley, 14104; Davys, 14275; Robb, 18636; O'Flaherty, 21890; Frost, 23313; O'Sullivan, 24962; O'Donoghue, 25031, 25044; O'Rourke, 25079; Warren, 25476; Kearney, 26100; Dorgan, 28891; Dowling, 34490; Tracey, 36302.

Illustrations from
the Evidence.

landlord, such as a new lease or a new tenancy created, the result of which was, perhaps, without the attention of either party being called to it, the result of that new agreement, beneficial apparently to the tenant, giving him a continuance of his title, was actually, in my view of the law, the destruction of all his claim for improvements. And that should be remedied by an enactment that no new tenancy created between the same parties should destroy the right of the tenant to compensation for his improvements in the absence of an express contract between them to that effect. Very hard cases have occurred where unconsciously the new tenancy was created, and I have had to refuse compensation for improvements made before the new tenancy. Q. 296. Referring to section 4 of the Land Act, do the cases of exception, in your opinion, work well?—I consider the exceptions are too numerous. I think the briefer legislation is upon such subjects the better. For instance, the exception of tenants holding under leases made before the passing of the Act is, I think, inadvisable. I think a tenant holding under a lease made before the Act ought to be in the same position as one who holds under a lease made after the Act. I think the right to compensation for disturbance ought to go further, and that it ought to exist independently of the length of the term—subject of course to the discretion of the Judge. I do not see why, if, at the termination of a thirty-one years' lease compensation is to be given for disturbance, it should not be given at the termination of a lease for a longer period. The same harshness would arise in the one case as in the other. I do not see why the judge should be deprived of the power of giving compensation in a case requiring it in point of justice. I think the limitations and exceptions are too numerous and without sufficient cause. Q. The reason for excepting the holder under a lease for so long a number of years, was, of course, that it was presumed he would have been sufficiently compensated during his long occupation for any improvements he had made?—Well, those are theories which I never find justified in practice. I think the only justice in those cases would be the discretion of the judge. I think these are troublesome limitations and too much in the landlord's interest."

John La Touche, Esq., says:—

"Q. 885. Are there any special points in the Act as to which you are prepared to give some information to the Commissioners with a view to improve the relation between landlord and tenant in Ireland?—As far as my knowledge goes it works extremely well, but I should be myself inclined to extend the provisions of the Act so as to apply not only to tenants-at-will but to tenants having leases, and I should provide full compensation to tenants for the improvements they have made on their farms on leaving their holdings, whether voluntarily or not. Q. Is not that the present law?—I rather think not. Q. Are not tenants entitled to compensation for improvements no matter how they leave their farms?—Not all tenants. Tenants holding up to a certain valuation are—not tenants holding under a long lease. I would extend to all tenants the advantages and privileges of the provisions of that Act. I know some cases myself where if the landlord had not been very kind indeed improvements made by the tenants would certainly have been sacrificed. Q. That is probably in the case of leases made before the passing of the Land Act?—It is."

Professor Baldwin, of Glasnevin Model Farm, says, Q. 32333:—

"After the first year of the Land Act there was a far greater amount of work done by the tenant than had been done in the preceding six years. But the people were made to expect—they did not understand the Land Act—in a general way they got the opinion it was a good thing, and they had security; but when a number of cases came up to be tested in the Courts, the amounts awarded in compensation for improvements fell so immensely short of the expectations of the people that it practically killed all improvements, and there has been little done since."

"Q. 32335. The O'CONOR DON.—Do you think the Court awarded less than the improvements?—I do. Q. Have any cases of that kind come under your notice?—Yes; and it appears to me that Act almost left very little option to the County Court Judge. Q. Baron DOWSE.—The Act directed the County Court Judge to take into account the length of time the tenant had enjoyed the improvements?—Exactly."

"Q. 32340. You think if a property was rented very low, that ought not to have any effect in the compensation the tenant would derive from improvements?—Certainly not. I contend if a tenant really lifted the stones, as I saw them lifted on that very estate of Lord Dillon's—I actually saw the stones lifted from a field, I thought it was a graveyard—and a poor man named Campbell had made an outlay there that a landlord would have had to pay £30 an acre for. Lord Powerscourt took it into his head to reclaim a little field near Glencree, to see what it would cost him. He reclaimed four acres, and it cost him £30 an acre. Your lordship's predecessor reclaimed fields on the Garryhill estate, and it will cost almost the same—not quite as much. Now, these improvements, when there is a permanent change in the land—the land no longer is what it was originally—and for that lasting change I consider the tenant is just as much entitled to compensation as the landlord."

The movement
against rent.

31. We desire so far as possible to keep the discussion of the rights of the case of the Irish tenantry separate from any considerations arising out of the present condition of Irish politics and society. The agitation on the land question has not hindered us, in any respect, from obtaining evidence, and will be found to have exercised, upon the character of the evidence tendered to us, less influence than might have been expected. Nevertheless it is impossible to ignore circumstances which so largely increase our responsibility in offering, as it is our duty to do, recommendations for legislation now to be undertaken. Tenants have been advised to withhold their rent, or to pay no rent beyond a certain standard, until a measure shall have been passed, the outlines of which have never been accurately defined.

Not a reason for
refusing to legis-
late.

32. We regard the present condition of affairs as a symptom of deep seated disorder in the body politic; and we are not blind to the difficulties of legislating for the removal of grievances, at a time when many of those who complain of them have behaved in a manner calculated to dishearten the friends of good government. If we are right in maintaining that grievances exist, for which the present law provides no remedy, justice requires that a remedy should be provided, whatever may have

been the conduct of individuals, and however widely the example set by them may have been followed. We are not careful to answer the objection that legislation under these circumstances is legislation under the influence of panic. It is to the refusal of justice, through dread of consequences, that the imputation of panic appears more appropriate. It may be said that, at a time when a part of the community are making demands beyond what is just and reasonable, to give them what is just will never satisfy them, and will only encourage them to continue agitating for more. This might have weight, if the legislature and the discontented section of the community could be regarded as two high contracting parties, and if the concession of justice on the one hand could be considered as the price for a cessation of agitation on the other. Such views are evidently subversive of the first principles of order. Let right be done, without regard to any considerations, save those which belong to the matter in debate. What should be done if, after all just grievance is removed, discontent continues, and something more is asked than justice, is not hard to say. The experience of legislation in a free community seems to prove that no such consummation is to be apprehended. It is far more frequently found that even an incomplete measure of justice will succeed, for a time, in stilling the most violent agitation.

33. The gravity of the present occasion does indeed require that the remedy now to be proposed, for an admitted grievance, should be complete. We wish to place on record our decided opinion that unless the measure is a full and exhaustive one, going to the root of the whole matter, and settling it permanently, it would be better not to interfere with the question at all. We are able to point to evidence that a complete measure of justice, though it may not be nearly all that is demanded by the more extreme, will bear along with it a more than usually good promise of acceptance. Nothing is more noticeable, in the immense mass of evidence we have taken, than the general moderation of the tone of those who feel themselves aggrieved by the existing law, and the almost complete absence of demands for measures of confiscation, and of proposals tending to create antipathy between class and class. It may be said that the present state of popular excitement is not accurately reflected by such evidence. This may be true, for the moment; but the deeper feeling, the truer utterance of the tenant-farmers in all parts of Ireland will be found, we are convinced, in their own deliberate statements, made in answer to an impartial inquiry, with a view to their being placed on record, and for the express purpose of influencing legislation. If by the general consent of such men, selected in a variety of ways, some on their personal application, some as representatives of associations, some of localities, or as delegates of meetings convened for the purpose, some sought out and summoned by ourselves with no object but to obtain the fullest representation of their views, the tenant-farmers of Ireland declare that they do not desire the expropriation of landlords, or the confiscation for their own benefit of the property of others, but that they do desire to cultivate their farms in security, and to receive the full profits of their industry, while rendering a fair rent for the land they occupy to those whose means have been invested in it, we cannot consent to set aside such testimony for less calm, less representative and less responsible utterances.

Moderate tone of the evidence given by tenant-farmers. Bolster, 21829; Leahy, 27219.

34.* Mr. John Everitt, of the Drogheda Board of Guardians, says, Q. 2628 :—

“If that is done, and the tenant holds the land and is allowed to sell it, and cannot be turned out as long as he pays the rent, you think——?—That would settle Ireland, there would be no more about anything. It will settle the whole country. I suppose I spoke to a hundred tenants since I was speaking to Mr. Donnell, every man said they would be satisfied with that. Q. What do you think of buying landlords out and out with three hundred millions of money?—Oh, nonsense. I would be sorry they would leave the country. In the first place those three gentlemen I have mentioned, they give a tone to society in the country. Q. And there would be nobody left to grumble at if the times were bad?—Exactly. I could not get a man to give evidence here for me only three resident landlords. I could not get any tenant farmer to come forward like a man until these gentlemen came forward.”

Illustrations from the Evidence.

So Mr. James Ferguson, of Silversprings, Doagh, co. Antrim, Q. 4875 :—

“The tenantry should get a right to purchase their holdings if the estate comes into the market, and the Government should assist them, and then we would have peace. Q. You would not compel a landlord to sell?—I would not. Q. A gentleman who was examined to day said that the tenants should have a right to compel their landlord to sell whether he liked it or not?—That was nonsense.”

* See also, among others :—Robertson, 1457; Coleman, 2391; Murphy, 2812; Fenlon, 3777; M'Elroy, 4513; Shillington, 5092, 5108, 5163; Wilson, 8453; Rankin, 10529; Caldwell, 10564; Bolster, 21706; Starkey, 22613, 22637; Hogan, 23784; O'Sullivan, 24953; Walpole, 26067, 26082; Bennett, 28428; Roche, 34294; Dowling, 34492, 34551; Smollen, 36883; Magher, 37220.

Illustrations from
the Evidence.

Mr. Henry M'Kean, of Benburb, co. Tyrone, says, Q. 7981 :—

"You are of opinion that the landlord has a right to seek a rise of rent if he thinks the land is too low?—Yes. Q. And the tenant to seek a reduction if he thinks that it is set too high?—Certainly. Q. If that system were established, do you not think there would be in the country a great deal of excitement and re-valuing?—There might be, but I have been working amongst tenant farmers for some years, and have been intimately acquainted with them, and it is only in exceptional cases that I have heard a man say that he would not pay a fair rent."

Mr. William Heron, Valuator and Tenant Farmer, of Doonamurray, Collooney, co. Sligo, says, Q. 14074 :—

"I know an estate on which the tenants acted very fair. The landlord sent a valuator, and they would not agree to that, and they named me. The landlord said, I will take him too, and I had the difficulty of acting for both, and I satisfied all the tenants except one. Q. Sometimes people won't be satisfied?—The land was, most of it, naturally good. They said, 'The land God Almighty made good we will pay the value of; but the land we made good we will pay accordingly for,' and if you take that into account, you generally please them."

Mr. James Daly, of Castlebar, co. Mayo, says, Q. 17669 :—

"If there was a bill passed giving perfect security and arranging the valuation between landlord and tenant, allowing the tenant to sell his interest whenever he likes, with provision for the creation of a peasant proprietorship, would that meet the case?—Yes, that would do. If you give facilities to create peasant proprietors you would make the peasants more conservative than the Conservatives. I am a Land Leaguer myself, and I would not be a Land Leaguer if it had anything behind it like revolution. I would fight against it. Q. You don't want to do anything of that kind, but you want to improve the country you are in?—Yes. I believe the people are misrepresented, and I very often saw myself misrepresented. Instead of bettering me it would make me more disloyal; they arrested me and brought me down to Sligo, and instead of retarding me in the work it made me a spoiled child."

Mr. James Kilmartin, of Loughrea, co. Galway, says, Q. 20958 :—

"Have you turned your attention to the promoting of peasant proprietorship?—I think that would be very desirable, but I don't think the Government would be able to pass a measure expropriating the landlords. Mr. Gladstone would not have the power, I believe, to do it. Q. Do you think Mr. Parnell could do it?—Not at all. Q. Would you not think that buying out all the landlords of Ireland and letting to the tenants would be beneficial?—I think it would be beneficial. Q. But not practicable?—No; but with absent landlords it might. I believe that peasant proprietary is the basis of a fair settlement of the land question, but I don't believe that in the present state of parties it is possible. Q. But wherever you find an industrious tenant, and the landlord willing to sell, you would offer every facility?—I would. Q. Gradually that would spread over the whole country, and become a national institution in course of time?—Yes. Q. But would you not turn out the landlords without their own consent?—I would not think it fair. Q. Nor without giving them compensation?—That would be the amount of the purchase-money. Q. You would not take anything from them?—I would not. Q. And you think the tenant should pay a fair rent for his holding?—That is the extent of the whole question. . . . If the Ulster custom were defined in this way, and extended in this way to all parts of Ireland, it would be easy to settle the land question."

"Q. 20969. Would it satisfy the people, do you think?—I think it would. . . . From my knowledge of the people and of these agitators, no one asks for the land for nothing. They distinguish between what is right and what is wrong, and want only what is fair, I think."

Mr. William Bolster, ex-president of the Limerick, Clare, and Tipperary Farmers' Club, says, Q. 21833 :—

"I think it would be a wise thing for the landlords to settle the land question, for I find every year it becomes worse. When I first became president of the Farmers' Club, I think before we had Mr. Butt in Limerick, our idea was a thirty-one years' lease; that is sixteen years ago. We crept from that to a sixty-one years' lease. Then Mr. Butt came in, and it was the three F's, and we forgot these two things which we thought at one time would be satisfactory, and now we believe we must sweep the landlords away altogether; and I believe really that if the question is not settled soon, I don't know where it will end. Q. Baron Dowse.—That is a dangerous doctrine, for if it was settled you might still keep creeping on?—No; these three F's would satisfy us. Q. Mr. Shaw.—You only state this as showing the wisdom of settling the question at once?—Yes."

Mr. Thomas O'Rourke, of Tralee, says, Q. 25080 :—

"I would prefer a peasant proprietary, if it could be established without sending the landlords out of the country. I believe the landlords of the country should be treated justly. I would not confiscate a single pennyworth of property from them; but, at the same time, I would wish to see the tenants rooted on the soil."

And by land
owners.

35. We desire to call attention, in this connexion, to the tone of similar moderation which pervades the great bulk of the evidence tendered on the side of landowners. It is a hopeful sign of the success which awaits a measure of well-considered reform, when the moderate men on either side are found coming forward to express their willingness to support it. Many of the landlords and agents who have appeared before us have given us abundant evidence of their desire to see this question settled by meeting the tenants half way; although by so doing they should concede much that has hitherto been held to be their indisputable right. Under these good auspices, though the task is arduous, there seems no reason for considering it impossible.

36.* Thus Alexander Kirkpatrick, Esq., Coolmine House, Clonsilla, Agent to Lord Illustrations from
 ortarlington, Q. 3890 :— the Evidence.

“ You would be in favour of giving tenants perfect security in their holdings?—I would, indeed. Q. You would not turn them out except for just cause, except, say, for non-payment of rent or dilapidating their holdings in some way?—No. Q. You would allow them to sell freely?—I would. Q. And you think that could be in favour of the landlord in the long run?—I do. I have not known, but I have heard of what happened long before my time; that in former times to show that the landlord had full power over his tenants; he would shift them about like pieces on a chess-board for his own whim, to show them that he had them in his power. I think that could not possibly be done now.”

Frederick Wrench, Esq., Brookeborough, Agent for Sir Victor Brooke, Lords Rath-
 onnell and Lanesborough, &c.; Q. 5600 :—

“ If there was a Government valuation made, the valuation might stand, I think, for a period of twenty-
 ne or perhaps thirty-one years. Q. That is, a valuation for purposes of rent?—Yes. I cannot see how it is
 to be better arranged than by a Government valuation being made, such valuation to stand for a fixed period
 of say twenty-one or thirty-one years, which would give the tenant a feeling of security. And I think it
 would be right and just to extend a defined Ulster custom all over Ireland, giving the landlord a right of
 selecting his tenant, or a right of pre-emption at the price offered, *bond fide*, by a solvent tenant, and reserving
 to the landlord, in districts where the Ulster custom has not previously been in force, a right to be paid
 out of the purchase-money the fair value of any improvements made by him and in existence at the time of
 the sale, or the right to put a percentage on the amount of the value of the improvements in the shape of
 an increased rent when the custom is introduced on the estate. Q. You see no reason why that should not
 extend to the whole of Ireland?—No, and I believe the landlord would find it advantageous as well as the
 tenant.”

Mark Seton Synnot, Esq., of Ballymoyer, Newtownhamilton, Q. 7266 :—

“ If you could get a tribunal of practical judicious men, would it not be satisfactory?—It would be very
 desirable. Q. If the amount of the rent was settled in that way, the tenant to be allowed to remain as long
 as he paid the rent, and to be allowed to sell his interest in the way you mention, do you think it would be
 satisfactory?—Yes, I think it would. Landlords, as a rule, don't want to evict tenants, except in an extreme
 case where he owes several years rent or something of that sort. Q. The O'CONOR DON.—Do you mean that
 the tenant should have the right of permanent occupancy so long as he paid his rent?—Practically it is so now—
 they remain as long as they like, and are never disturbed, as long as they pay the rent. Q. Would you
 consider it advisable that the law should give them a right to remain in occupation, even if the landlord
 wanted the land for himself?—I think it would be a hard thing if a man wanted his own land, that he should
 not get it, but he certainly should give the tenant compensation for it. Such cases are unknown, I may tell
 you, in our part of the country.”

Colonel E. R. King-Harman, Rockingham, Co. Roscommon, Q. 14189 :—

“ Have you considered the question of a Government court of arbitration?—I have. Q. You introduced a
 bill into the House of Commons in 1878 on the subject?—Yes, for settling rents. Q. What was the measure?
 —Providing a Government land judge whenever it was required in cases of dispute, the tenant to choose one
 arbitrator, and the landlord another, and if they did not agree, the Government land judge to be called in,
 the party against whom the decision was to pay the costs. Q. So it would not be a general revaluation,
 but only whenever the Government arbitrator was called in?—Whenever a dispute arose. Q. Would you
 extend that to every class of tenancy?—I don't see why it should not be. Q. It would be a good thing for
 the landlords, and prevent many disputes and cases of ill-feeling, for it would be known the rent had been
 fixed by an impartial person?—I think the provision to make the person against whom the award was given
 pay the costs, would stop a good deal of litigation. Q. Would you deprive the landlord of all capability of ever
 resuming possession of his land if he had it once let?—Practically I think that is the case now. Q. Would
 you apply this to every description of tenancy in the country—there are many cases in which the landlord
 has let the land for temporary purposes, and perhaps to a non-resident tenant?—I would apply it to all cases
 that came under the Act of 1870, all agricultural holdings, of course I exclude demesnes and townparks.
 Q. But in all agricultural holdings you would give the present occupiers perpetuity?—It would practically
 amount to that. Q. You consider they have that on good estates?—Yes. Q. You don't mean there is to be
 no final settlement of rent for ever?—No. I think the rents should go up and down the same as any other
 commodity. Q. Periodically and not fitfully?—Yes.”

Burton Persse, Esq., Moyode Castle, Athenry, Co. Galway, Q. 18932 :—

“ Supposing that any disputes took place between you and your tenants as to rent, would you have any
 objection to any tribunal to settle them?—I would be very glad if there was such. Q. And one that would
 satisfy both landlord and tenant?—Yes. Q. If the law said you were not to turn out the tenant if he paid
 the rent, you would be satisfied?—I would not turn him out. Q. Practically, they have fixity of tenure with
 you?—Quite so.”

Colonel C. G. Tottenham, of Ballycurry, Ashford, Co. Wicklow, Q. 40278 :—

“ What would be your opinion of the extension of fixity of tenure—would you be opposed to it?—I should
 not be opposed to fixity of tenure, but I should be opposed to free sale. Q. How about fair rents in case of

* See also O'Brien, E. W., 3913, 4001, 4086; Brush, 6675, 6694, 6709; Winder, 6798, 6837, 6857,
 6878; Waring, 6977; Murphy, E., 10123, 10129, 10194; Scott, James, 15950; Knox, 17047; Gore, 17065;
 Blake, 18830; Halliday, 19640; Hunt, 21574; Delmege, 23473; Crosbie, 26239; Leahy, 27191; Campion,
 29621; Fitzgerald, 29541, 29551; Barrett, 30558; Ardagh, 31430; Roberts, 33563; Ventry, 35141;
 McDermot, 35183; Browne, 35201; Vernon, 35258, 35287, 35319, 35327, 35348; Keane, 35763, 35792;
 Clifford, 36464; Tener, 36628; Deane, 37355; Healy, 37399; Bole, 38110; D'Arcy, 38917; Curling, 39382;
 Douglas, 39466; Adamson, 39650; Greer, 39950; King, 40346.

Illustrations from the Evidence. disputes—would you be opposed to arbitration?—I should like to see a general revaluation at a gross value, but I don't know how you could have arbitration—I don't see how you can compel the landlord to let his land. Q. You would not trammel the landlord's power of letting the land in any way?—I think the landlord's power of letting or not letting the land should be left untouched. Q. Mr. SHAW.—You would keep the power of fixing any rent he pleased?—Yes, but there should be a recognised standard. Q. Of rent?—Yes. Q. How would that be?—By general valuation. Q. Mr. KAVANAGH.—You don't consider that by making fixity of tenure legal the landlord would lose any right?—Undoubtedly he would. Q. Any valuable right?—I think the landlord ought to be prepared to sacrifice whatever right he has in that for the good of the country."

IV. *Whether it is sufficient to preserve the lines and amend the details of the Land Act of 1870.*

Security against disturbance by extension of s. 3.

37. A thorough and very general change in the system of land tenure seems imperatively required; such a change as shall bring home to the tenants a sense of security, shall guard them against undue increases of rent, shall render them no longer liable to the apprehension of arbitrary disturbance, and shall give them full security for their improvements. It is natural first to consider whether this change can be effected by any modification of the Land Act of 1870, which, without varying its principle, shall supplement its deficiencies. The principle of the Land Act is, as we have stated, to increase the security of the tenant's interest in his holding by indirect means, while refusing him the direct protection which belongs to a proprietary right. It would probably be necessary, first, to abolish the limits of compensation for disturbance, for holdings not under the Ulster custom, and to remove exceptions from its operation, with a view to make arbitrary eviction so expensive, as to confer upon the tenant a security practically equivalent to fixity of tenure. If the scale of compensation be not made prohibitory, it will be of little use; whilst if it be so, the landlord will be left with but the shadow of the right which it is intended he should retain. It is a question if this could be effected without placing landlords at an unfair disadvantage in the legitimate exercise of their rights. On the side of the tenant, too, it would still be necessary for him to go out of his holding first, and trust to the chances of a lawsuit to recover what would now be, perhaps, more than the value of his interest in it. The same arguments apply to an attempt, by the removal of the present restrictions, to give the tenant full security, by indirect means, for the undisturbed enjoyment of the benefit of his improvements. In short, the plan of giving only indirect protection to a valuable interest would result, if it were extended till it became effectual, in doing equal injustice to both sides.

Security against increase of rent by extension of s. 18;

38. In order to give security on the indirect principle against undue increase of rent, whether as absorbing the value of a tenant's improvements, or that of his general interest in his holding, it would be probably necessary to make it compulsory on the landlord, instead of optional as at present, except in special cases, to offer to a disturbed tenant "reasonable terms"; and by giving a penal sum for compensation, where the landlord is found to have unreasonably omitted to offer such terms, or where the terms offered are themselves judged to be unreasonable, a jurisdiction might be secured to the court to give an indirect protection suitable to the case. Here, however, as before, the landlord who was only claiming his rights would be placed at an unfair disadvantage; and a tenant would remain subject as at present to the disadvantage of which he most grievously complains, namely, that before he can make up his mind to go out of his holding with a view to compensation, a system of gradual rent raising will by degrees have "eaten up" a great part of the value of his interest. A remedy which should proceed by way of extension of the other provision in which rent is mentioned, that which provides that ejectment for non-payment of rent may be disturbance if the rent is deemed exorbitant, is open to still graver objections. In order to avail himself of this provision the tenant must cause the landlord to eject him by non-payment of his rent. If disturbance by the landlord is an objectionable way of raising the question whether the rent is fair, a refusal to pay rent with a view to provoking such disturbance is at least doubly objectionable. To invite a tenant to withhold his rent, and a landlord to serve an unnecessary ejectment, by way of setting the court in motion which is to appease their differences, does not appear, in the present state of Ireland, a hopeful way of promoting harmony.

By extension of s. 9.

One Land Law for Ireland desirable.

39. In so far as the principle of the Land Act was to give protection by indirect means alone to the tenant's interest in his holding, we do not think it advisable to proceed by way of amendment and extension of its provisions. In so far as it consisted in a recognition of the actual condition of things, and in an amendment of the land law with the least possible disturbance of existing relations, we are inclined to regard it

with favour. But in one respect this recognition appears to have been mistaken, and to have introduced into the law an unnecessary variety. The relations of landlord and tenant in Ulster differed from those in the rest of Ireland rather in degree than in kind. The interest of the tenant in his holding outside the limits of the Ulster custom was analogous, though not equivalent, to an Ulster tenant-right. By legalizing the custom of Ulster as it stood, and partially recognizing a less perfect tenant-right elsewhere, a difference was established which has no sufficient justification. The Ulster custom as legalized has now proved insufficient; and the points at which it has broken down are the same as those at which the law for the rest of Ireland has broken down also. It seems desirable that in future the same land law should prevail throughout Ireland, and that the yearly tenant, in every part of the kingdom, should possess the same rights, and be subject to the same obligations. But we do not propose to effect this unity of system by means of any plan which can be legitimately described as extending the Ulster custom to the rest of Ireland. Some points indeed in the Ulster custom appear worthy of wider application. But these are not peculiar to Ulster. The scheme of the Ulster sections of the Land Act, whereby an attempt was made to give the custom as it existed a fair trial, without limitation or even definition of it, but leaving it to be established by evidence in court, is inconsistent with the extension of these sections, or anything resembling them, to counties where no general custom exists. To enact for all Ireland the Ulster custom in its most prevalent form, as stated by the best authorities, and embodied in the decisions of the courts during the last ten years, would be indeed possible, but absurd. As it stands it has failed, even in its native soil. If it were enacted in an amended form, it would no longer be, even in name, the Ulster custom. The question requires to be considered independently.

Extension of
Ulster custom not
approved.

V. *Proposals for Legislation.*

40. The principle which we adopt as a guide is that partially embodied in the Land Act, of giving legal recognition to the existing state of things. It appears to us that the conditions under which land has been held by yearly tenants in Ireland have been such, that the occupiers have, as a general rule, acquired rights to continuous occupancy which, in the interest of the community, it is desirable legally to recognize. We think the farmer should no longer be liable at law to the displacement of his interest in his holding, either directly by ejectment, or indirectly by the raising of his rent, at the discretion of the landlord. The landlord's right to eject should, we think, be limited to certain stated cases; and some way should be provided for the determination of the fair amount of rent to be paid in cases of dispute. The legal effect of these changes may be described as amounting to the enlargement of the tenancy from year to year into a new kind of statutory tenure, defeasible only upon decree of the Land Court, for the breach of certain well ascertained conditions, and held subject to the payment of a rent, the amount of which should in the last resort be fixed, neither by the landlord nor by the tenant, but by constituted authority.

A new tenure, with continuous occupancy, and the settling of rent by impartial authority in cases of disputes.
Ferguson, 303; Kirkpatrick, 3890; O'Brien, 3914; Hunt, 21574; Roche, 28802; Ardagh, 31430; Baldwin, 32571; Hamilton, 33429; Bagwell, 34430; Curling, 39386; Bruen, 40296.

41. To these two concessions, commonly spoken of under the names of Fixity of tenure and Fair rents, that of a right of Free sale has usually been appended. This also, on the same principle of recognizing the existing condition of things, we think it expedient to establish. In a word, so far as concerns yearly holdings within the Land Act of 1870, we advocate the reform of the Land Law of Ireland upon the basis known as "The Three F's," i.e. Fixity of Tenure, Fair Rents, and Free Sale. Each of these heads requires some observations.

Fixity of Tenure, Fair Rents, and Free Sale.

42. The conditions of the new Tenure should, we think, be these. Subdivision or subletting, without the landlord's consent in writing, persistent waste, that is to say the dilapidation of buildings and the systematic deterioration of the soil, when persisted in after a notice in writing from the landlord to desist, conviction for any serious criminal offence, and the Acts enumerated in section 14 of the Land Act, "persisting in the exercise of any right not necessary to the due cultivation of the tenants' holding, and from which he is debarred by express or implied agreement with the landlord, unreasonably refusing to allow the landlord to enter for purposes of mining or taking minerals, quarrying or taking stone, &c., cutting or taking timber or turf, opening or making roads, drains, and watercourses, viewing the state of the holding, hunting, shooting, fishing, and taking game or fish," should authorize the landlord to serve a notice to quit for the breach of these conditions, or entitle him to compel the tenant by a decree of the Land Court to sell his holding. If the law of ejectment is retained, the landlord should be entitled to maintain an ejectment after two years' rent is

Fixity of Tenure.

inn, 6562; due; and the tenant should be entitled to sell his holding up to the expiration of
alliday, 19648; the time allowed for redemption.
mer, 36550.

adjustment of
the time allowed
for redemption.

43. The present period of six months allowed for redemption, should be reckoned before, instead of after the actual eviction; thus practically respiting the execution of the writ of possession, or of the decree, for six months after the judgment in ejectment or decree to possession is pronounced.*

alternative pro-
posed, to substi-
tute an action for
decree of sale for
proceedings in
ejectment.

nox, 17061;
Arcy, 38906;
lamson, 39645.

the Landlord
should be entitled
to arrears of rent
out of the proceeds
of sale.

Irishpatrick,
65, 3874;
Brien, 4018;
amill, 4274,
99; Forde,
85.

44. The substitution of a decree for sale of the holding in place of ejectment has also been suggested, and deserves consideration.

45. The arrears of rent, as at present under the Ulster custom, including any hanging gale, would be paid to the landlord out of the proceeds of the sale, and the tenant would be entitled to the balance. It is to this provision that we look for giving to the landlord an advantage under the new system, which would in some measure compensate him for what he loses. The amount annually lost by landlords in arrears is under the present system very large, except in Ulster. The right of being recouped out of the proceeds of a sale of the tenant's interest is in Ulster the landlord's great security. It has been of so much obvious benefit to landlords to have this reserve to draw upon, that they have looked on, for the most part, with comparative indifference, while the notion of tenant-right first grew into a custom, and was afterwards embodied in law. The tenant who gets behindhand with the world is urged by the agent to sell; he is even anxious to sell, if he sees no chance of righting his affairs, before his whole interest is swallowed up by debts and arrears of rent. He takes his money, or what remains of it, and buys a smaller farm, or emigrates, or betakes himself to a humbler calling. No "agrarian outrage" follows, and the descent, if any, in the social scale is arranged for with as little hardship and heart-burning as possible.

landlord's right
of resumption.
Elroy, 4647;
Williamington, 5092;
bb, 5201;
rry, 6270;
ughrey, 11168;
alliday, 19640;
hite, 23214;
ldwin, 32575.

46. We propose that the landlord should retain a right to resume possession of a holding, or of any portion thereof, for special reasons, on payment of the full selling price of the tenant's interest. Such special reasons would include the occasions for which provision has already been made in the Land Act, of land being required for labourers' cottages and gardens, and would extend to the case of many exceptional lettings, but not to lettings for ordinary agricultural purposes. If any question arose as to the reason for resumption, or the amount to be paid, it should be decided by the Land Court.

how far fixity of
tenure is a change
in the present
state of things.

47. Even with these limits, there is no denying that the conferring of such a tenure upon the yearly tenants of agricultural holdings, that is to say upon the great body of Irish farmers, is, from the point of view of the existing law, a very considerable change, and would confer great advantages upon tenants. But from the point of view of the existing relations of landlord and tenant, on most well ordered estates, there is already, and has been for generations, a virtual fixity of tenure,† and the change would practically be not great, after all. The control of the landlord, which is now absolute at law, but confined in fact to very narrow lines, would be legally confined, in future, to those same lines on which it is now beneficially and generally exercised. There is a certain loss to the landlord, namely, that of his legal reversion, considered as a piece of substantive property. His greatest loss, however, would be that of sentiment—of the sentiment of ownership. In so far as the tenant is made into an owner, the landlord must be less of an owner than before. The strength of attachment with which men regard their property remains often undiminished even when the shadow of property, rather than property itself, is in question. Moreover, this sentiment of ownership is the shadow of more than a mere right of property—of political influence, once exclusively attached to the ownership of land, and of old family traditions, not to say, in some cases of historic associations bound up with it. We do not under-estimate such considerations. We merely plead that all the circumstances must be taken into account, before it is decided that the interference with private right which we advocate is too great to be contemplated. It would be a far greater interference with the existing state of things to carry out in practice the theory of the existing law. A chasm

* Q. 287; Fitzgerald, 22368; Hewson, 23061; Hamilton, 33449; Keane, 35779; French, 37887; Blake, 39752.

† Murphy, 10120; Blake, 18816, 18830; Persse, 18935; French, 19122; O'Flaherty, 19412; Mahon, 21227; Fitzgerald, 22357; Morice, 23972; Limerick, 24397; Spaight, 24447; Mahony, 25932; Leahy, 27191; Colthurst, 30381; Townshend, 34010; Lewin, 34795; Lansdowne, 57516; Fowler, 39528; Rochfort-Boyd, 39892.

exists, between the law and the facts, which has to be filled up somehow. In order to fill it, either the realities of society as we find them, which have existed for centuries, must at last be moved from their foundations, or the law must be altered. If the law is altered as we propose, there will be in most cases no great interference with the practical power of a landlord over his property, with his way of managing it, or with the present income he derives from it, but a good deal with his nominal rights, and with his sentiment of ownership.

48. Fixity of Tenure, without Fair Rent, is an absurdity. It would be nugatory to secure to the tenant a proprietary right, of which the value depended on the will of another. But it is highly probable that the proposal for settling disputes as to rent by arbitration, or by authority in any form, will appear to many a still greater innovation than the proposal to give yearly tenants a secure tenure. The proposal is sometimes spoken of as if it were analogous to the attempts so often made, in the middle ages, to fix the rate of wages, or the price of commodities, by legislation. It is often assailed with arguments drawn from the armoury of Free-traders, in their war against Protection. The principle is invoked of "freedom of contract"; and it is asked whether in this case alone there exists an exception to the principles which have been established by political economists, as infallible guides to legislation in promoting the wealth of a community. On this subject of freedom of contract we have a few words to say. The proposal of settling rent by authority is undoubtedly inconsistent with the ideal freedom of contract between landlord and tenant, which the Act of 1860 postulates, and which is by many imagined to exist. That ideal pictures the landlord as possessor, and the tenant as desirous of possession, bargaining together and coming to an agreement, by which land in the landlord's possession is transferred, under certain conditions of proper cultivation, rent-payment, and ultimate restitution, to the tenant. But what are the facts? It is, in the large majority of cases, the tenant, and not the landlord, who is, and has been for years, in possession of the holding. The process of bargaining may end, and under the Land Act of 1870 it is bound to end, unless the tenant submits to the landlord's demands, with a dispossession of the tenant by the landlord, against which there is no resistance possible, and no appeal. An ejected farming tenant in Ireland has nothing to turn to, except the chance of purchasing another holding; the offers of which are limited, and the prices high. Not to come to terms with his landlord means, for him, to leave his home, to leave his employment, to forfeit the inheritance of his fathers, and, to some extent, the investment of his toil, and to sink at once to a lower plane of physical comfort and social rank. It is no matter to him of the chaffer of the market, but almost of life and death. The farmer bargains with his landlord, under sentence of losing his living, if the bargain goes off.

You take my life, when you do take the means
By which I live.

We grant that it would be inexpedient to interfere with freedom of contract between landlord and tenant, if freedom of contract really existed; but freedom of contract, in the case of the majority of Irish tenants, large and small, does not really exist.*

49. In settling what is a fair rent, the present rent, or such rent as is agreed upon, under the new system, between landlord and tenant, may be assumed, in the absence of any demand for its alteration, to be the fair rent required. If a dispute arises either through the desire of the landlord to raise the rent, or of the tenant to have it lowered, to an extent which the other party will not accept, some procedure in the nature of an arbitration, or of a trial at law, must be provided for its settlement.† To a new Government valuation throughout Ireland to be undertaken for the purpose of fixing the rent of every separate agricultural holding, as between landlord and tenant, there appear to us to be insuperable objections, to which we shall recur further on. It is enough here to say that the economy of legislation, and the principle we follow of recognizing so far as possible the existing state of things, are in favour of the scheme

Fair Rent.

Wright, 28381 ;
Cornwall, 28681 ;
Chichester, 24576,
34588 ; Irvine,
35753 ; Kincaid,
40226.

Method of settling
a fair rent to be
by arbitration or
fair trial at law.

* O'Brien, 4011 ; Shillington, 4963 ; Brosnan, 25625 ; Crosbie, 26221 ; Lane, 26563 ; *Sauviers*, 29148 ; *Payne*, 30441 ; Fell, 30808 ; Tobin, 31682 ; McEnerny, 31772 ; Roberts, 33606 ; Vernon, 3539 ; Pringle, 38769.

† Ferguson, 307 ; *Coleman*, 2391 ; *Drew*, 2703 ; Black, 4824 ; Wrench, 5637 ; Brush, 6695 ; Waring, 6977 ; Ker, 8121 ; Caldwell, 10533 ; Lepper, 11631 ; L'Estrange, 13152 ; King-Harman, 14189 ; Scott, 15951 ; Knox, 17047 ; Gore, 17066 ; Persse, 18932 ; Richardson, 18940 ; French, 19126 ; O'Hara, 19493 ; Halliday, 19631 ; Burke, 19747 ; *O'Flaherty*, 19419 ; *Bailey*, 20214 ; Morice, 23952 ; *Hussey*, 25303 ; Leahy, 27191 ; *Sanders*, 29094 ; Sherlock, 30962 ; Rochfort, 33245 ; Browne, 35232 ; Johnston, 35621 ; Redmond, 36375 ; Lifford, 36466 ; Curling, 39382 ; Douglas, 39467 ; Little, 39510.

O'Brien, 4009 ;
M'Elroy, 4537 ;
Brush, 6694 ;
Loughrey, 11149 ;
Crean, 15864.

The function of
authority should
be minimized.

we advocate. There seems no reason for calling in the aid of State machinery in the large number of cases where landlord and tenant succeed in coming to an arrangement of their dispute, or in the still larger number where no dispute arises.

50. An objection may be urged to the settlement of rent, under any circumstances, by authority, which deserves serious consideration. It will be said that the principles on which the tribunal proceeds in deciding what, in each case, is a fair rent, will be open to criticism, will invite objection, and will be the mark, in future times, of political agitators; that a new movement will speedily be begun to modify these principles in a popular sense; that elections will turn upon it, and a league be formed to promote an alteration of the law; in a word, that no final settlement can be effected, which depends upon the acquiescence of Irish tenants possessing political power in the decisions of constituted authority. This argument will naturally have weight with those who see no just grievance in the present condition of the Irish farmer, and who ascribe the present movement, and the inveterate discontent of the class, entirely to the wiles of agitators, and to the recent scarcity. It will not have so much weight with those who consider the present land system as responsible for the mischief, and who are believers in the healing influence of justice. But precaution is necessary. It will be wise to minimize the function of the State, to make legislation responsible for as few rules, and those as simple as possible, and to call upon authority for particular decisions only when no other resource is available. For this reason a provision for cheap arbitration appears to us indispensable; and it is our trust that in the majority of cases no further proceeding will be resorted to.

Procedure by way
of arbitration.

M'Elroy, 4528 ;
Hanna, 8895 ;
Rankin, 10530 ;
Connison, 10956 ;
Barbour, 15637 ;
Wright, 28378.

51. If the ordinary form of arbitration is preferred, recommended by its simplicity, and by the familiarity which it derives from its employment on many estates, and from its establishment by law for such cases as the taking of lands for public purposes, the course of procedure may be as follows:—In case either party demanded that the rent of a holding should be varied, and the other refused or was unwilling to agree to the demand, it should be lawful for the party demanding to serve a notice requiring the party refusing within a given time to nominate an arbitrator, and stating in the notice the arbitrator proposed by himself. It should be open to the party receiving the notice to set up his counter claim for an increase, or reduction, as the case might be. In case both the arbitrators are nominated, they should forthwith appoint an umpire, and the award in writing of the arbitrators, or of the umpire if they disagree, should fix the rent to be paid for the holding. If the party contesting the demand refused or neglected to appoint an arbitrator, or if the arbitrators did not agree upon an umpire, the party complaining should be entitled to serve a claim before the court or tribunal designated for the purpose. The decision of the arbitrators, or in case of their disagreement, of the umpire, would be final.

Alternative methods of procedure
by arbitration
suggested.

M'Neill, 6080 ;
M'Causland, 9339 ;
Loughrey, J.,
12065 ; Hardy,
20855 ; Scott,
22516 ; Delmege,
23814 ; Roberts,
33595.

Synnot, 7266 ;
Murphy, 10112 ;
Morrison, 10452 ;
Good, 32666.

52. The evidence shows that, at all events in the present state of feeling, landlords will be in many cases unwilling to submit their claims to the decision of arbitrators. The professional valuers who must in general be called in as arbitrators, though not less able or conscientious than other men, are not a sufficiently independent class to inspire confidence under the extraordinary circumstances of the present time. It is likely, therefore, that at first a large number of cases will be brought for decision before the ultimate authority. As matters become settled, and the principles of decision become better understood, the cheap and summary way of settling a dispute by arbitration will be resorted to in all ordinary cases. A scheme of arbitration has been suggested which is intended to obviate the want of confidence which might be felt in arbitrators called in for the occasion, and at the same time to increase the chances of an agreement being arrived at by way of arbitration. If a standing committee of local arbitrators could be formed, composed of men whose reputation for fairness and practical knowledge commanded the respect of a neighbourhood, it is probable that more cases would be submitted to such a tribunal, than to arbitrators selected on the usual system. In every district of Ireland such men are to be found, men who have lived on the land and studied it, who possess the confidence both of landlords and tenants, of whom it is freely allowed on all hands that they would never knowingly give an unfair decision. Such men understand, better than any others, the circumstances of the neighbourhood in which they dwell. They are acquainted not merely with the capabilities of the soil, and with the state and accessibility of markets, but also with the past history of the relations between landlord and tenant, and with all those long-established usages, which deserve respect, although they may be too partial and indefinite to admit of being erected into a custom. The opinion of such

men is, throughout the locality, of more weight than that of any person from a distance, or of any official authority. Their reputation for judgment is valuable to themselves, and they are above the suspicion of trading on it. They have an interest in peace and quietness, and are capable of looking at a question from other points of view besides their own. Many landlords and many tenant-farmers are such men; and the calling of a land agent, which forms so peculiar a feature in Irish country life, as well as that of a professional valuator, will supply representatives of the class in all neighbourhoods. Supposing two elected representatives of landlords, and two of tenants, to be appointed for a term of years, so as to constitute a standing committee of arbitrators for a given district, the agreement of any three of whom should be final; it seems likely that men would be elected, not—as is too likely to be the case when each party to a dispute nominates, and the umpire may be expected to split the difference—from their known character as extreme landlord men or tenant men, dependent for custom upon their reputation for giving a good decision for their respective employers, but from their reputation as practical men, likely to wish to settle matters without further difficulty. To compare small things with great, the institution of a standing committee of arbitrators has been tried and found satisfactory in Friendly Societies; and the device has found such favour with the legislature, that in this case alone has the unique privilege been conferred of making the reference to arbitration compulsory, and of excluding complainants, when a standing committee has previously been nominated according to law, from prosecuting their differences with the society in any court of justice. It may be that the state of feeling in Ireland is not such as to tolerate for the present even this form of local settlement. A modification in the same direction of the old form of arbitration, whereby the agreement of two at least of the three, of the arbitrators and umpire, should be required, and in default, a reference be allowed to the tribunal, may be suggested as a second alternative, calculated to strengthen confidence in resorting to arbitration.

53. If the state of public feeling should be thought to permit it, the ascertainment of a fair rent would seem to be work better suited for the decision of laymen than of lawyers, and for adjudication by a local than by an imperial tribunal. But in any case the necessity remains for a strong central court to decide the cases which are not referred to arbitration, or are not decided by it. If the County Court Judge is entrusted with the work, he must have the assistance of an assessor or assessors, practically acquainted with the value of land. Otherwise—and this view meets most favour from the witnesses who have appeared before us—it would be necessary to create an independent tribunal, consisting of persons above the suspicion of class feeling, to which official valuers might be assigned, as at present under the Lands Clauses Consolidation Act, which should hear the case of both parties, and the report of the official valuator, and decide the amount of a fair rent, in accordance with the principles laid down for its guidance.* In any case the amount of rent fixed should be recorded in the office of the Clerk of the Peace of the county in which the farm is situated, or in the office of the Petty Sessions Clerk of the district†; and the party failing should pay the costs, if his demand or refusal is found to have been unreasonable.‡

The ultimate tribunal.
Wright, 28380;
Hely, 31506.
Hamill, 4293;
O'Mahony, 26644;
Fell, 30810;
Neligan, 34924.

54. If it is considered desirable that some principles or general rules should be laid down by law for deciding what is a fair rent, we beg to submit the following suggestions; though persons of authority think it unadvisable that any rules should be laid down by the legislature on the subject.§ It is necessary at once to negative the idea that it means what in England is known as a full, or fair, commercial rent, but in Ireland as a rack-rent.|| It is not contemplated that after deducting for the tenant, to use the language of political economy, the cost of cultivation, and the ordinary profits of his trade, the whole of the surplus receipts should be the unquestioned property of the landlord. As a fact, the Irish tenant farmer has in general possessed something more; as a right, it is proposed to secure him in that possession. The difficulty is to settle what, in each case, is the existing fair rent. The computation should in general start with an estimate, first, of the gross annual produce, and secondly, of the full commercial rent, according to the rules observed by the best professional valuers. From

Principles for ascertainment of a fair rent.

* Murphy, 10121; Errington, 13071; Hardy, 20912; Brosnan, 25670; Crosbie, 26239; Barry, 28722; Baldwin, 32137; Dufferin, 33139; Gartlan, 36964.

† Ormsby, 589, 610.

‡ Loughrey, 11149.

§ Shillington, 5005; Morrison, 10452; Loughrey, 11158; Kilmartin, 20972; Baldwin, 32495; *Rockfort*, 33286; *Longfield*, 39809.

|| Baldwin, 32379; Townshend, 33984.

Greene, 834 ;
Baldwin, 32415.

Ferguson, 257 ;
Meagher, 2120 ;
Kelly, 3692.

this last should be deducted, as a rule, any portion of the annual value which is found to be due to improvements not made or acquired by the landlord. The Act of 1870 provided that with certain exceptions all improvements on a holding should, until the contrary was proved, be deemed to have been made by the tenant or his predecessors in title. Some term must, therefore, be fixed, beyond which the presumption should be that the improvements, even if not made by the landlord, were made by tenants who were not predecessors in title of the present tenant. Otherwise the rent of an ancient farm might in many cases be liable to reduction to the value of so much waste land. We suggest a term of thirty-five years. Within this term no considerations of the length of time during which the tenant may have enjoyed a return from his improvements should exclude the tenant from the benefit of them, in so far as they are found to be actually at the present time still adding to the annual value of the holding. Within this term, moreover, no technical breach of the legal tenancy should operate to deprive him of the benefit, when he can show that he substantially claims through those who have preceded him in the occupation of the farm. With regard to landlord's improvements, either on or outside the holding, the amount of the present annual value which his expenditure might be shown to have added to the holding will be included, of course, without deduction, in the computation of the full commercial rent. Subject to the above, the arbitrators or tribunal will proceed to estimate the fair rent; in which they will have regard to any sum paid by the tenant on incoming, or to sums which have ordinarily been paid by tenants in the locality on purchasing, in so far as such sums represent an existing valuable interest in the tenant, over and above any value due to improvements made by himself or his predecessors in title; to any other reasonable way in which the value of the tenants' interest in the farm can be ascertained; and also to the rents which have commonly been paid by tenants in the locality whose rents are considered to be fair. With the addition of an Equities Clause, upon the model of the first part of the 18th section of the Land Act, whereby the court may take into consideration any claim, objection, or set off made, urged, or pleaded by the party refusing the demand, and any default or unreasonable conduct of either party which may appear to the Court to affect the matters in dispute between them, and give judgment on the case with regard to all its circumstances, this will, we think, indicate the lines on which the law should be laid down for the guidance of arbitrators and of the tribunal in estimating a fair rent.

Limitation of the above, where rent has been acquiesced in for a considerable period.

55. It must not be supposed that the whole of this process will require to be gone through in all cases. It will generally be possible to start from some time when the rent was, in the opinion of both parties, considered fair, and to confine the investigation to the circumstances alleged, on the one side, as altering the conditions then existing, or, on the other, as a set off against these circumstances. It will be expedient, further, to lay down that a rent which was paid at any time within the last twenty years and which continued for not less than ten years to be regularly paid, shall be, in all cases, taken to be such a starting point.

Commutation of increased rent due to landlords for improvements for a charge on tenant's interest.
De Moleyns, 107 ;
Allen, 1961 ;
Reeves, 2036,
2110 ;
Loughrey, J.,
12116 ;
Hussey, 25309 ;
Mahony, 25920 ;
Crosbie, 26222 ;
Jones, 26955 ;
Fell, 30781 ;
Baldwin, 32449 ;
Vernon, 35339 ;
Curling, 39384 ;
Bruen, 40138.

56. There are holdings where the fair rent thus estimated, and however estimated, will be above the existing rent. They are not so numerous as would be supposed by a stranger, ignorant of the degree to which the improvements on farms have been made by the tenants, and of the distinctness with which the existence of an interest in the tenant has been allowed, even by landlords who would not permit it to be sold. But there are landlords who have spent large sums in improving their estates, who had no immediate intention of raising their rents in consideration of the value thus added to the farms, but who may very naturally desire to reap some present return for their improvements, when they are deprived of the legal reversion, and of the sense of sole ownership in the soil, without which they might not have cared to make them. It would be unfair to provide these landlords with no better means of recovering the value than the necessity of demanding to have the rents raised within the specified time, thus incurring odium, and coming into conflict with their tenants, some of whom, moreover, might really be unable to pay the increased rent found to be fair under the circumstances; and it would be unfair to the tenants to make them pay an increased rent for improvements made without any immediate intention on the part of the landlord of adding to the rent. In such a case, instead of an addition to the rent, the capitalized present value of the improvements might be made a first charge on the tenant's interest in his holding, to be met and satisfied in the manner hereafter mentioned. Provision should also be made for the fining down of the increase of rent, if any, arising from a demand on the part of the landlord; to which process Government assistance might be given in the manner hereafter described.

57. At this point it becomes necessary to consider the effect which the changes proposed in tenure of land by tenants, and in their relations with their landlords, are calculated to have upon the public interest, as concerned with the improvement of the soil. Except for main drainage and similar improvements on a large scale, which may be undertaken by landlords as a commercial speculation, the result of depriving them of the sentiment of sole ownership must inevitably be to discourage still further, if not to extinguish, their expenditure upon the soil of land not in their own occupation. Evidence has been tendered us showing that sums have been and still are being expended by landlords in works on their estates. The cessation to any extent of this expenditure will be an evil; but it will be rendered still more injurious if steps are not taken to ensure in its place a more steady and general outlay of labour and capital upon the improvement of their holdings by tenants.

Effect of Fixity Tenure and Fair Rents upon improvement of the soil.

58. Full encouragement is not given to a man to undertake a work of any kind where the returns of his undertaking, whether ordinary or extraordinary, are not secured to him. It has been urged that Irish tenants will not have sufficient motive to improve unless they are secured against any future increase of rent, such as may seem to them, whether justly or not, to hand over to the landlord the fruits of their labour. To meet this difficulty it has been proposed that, wherever a dispute as to rent has been brought before the Land Court, the tribunal shall fairly value all just rights of the landlord, and fix a fair perpetuity rent on the holding, to which it shall be compulsory on the landlord to agree.* The effect of this would be, the conversion of yearly tenancies into a perpetual tenure, subject to a quit rent, which will in most cases slightly exceed the present rent paid. The compulsory establishment of this form of tenure is objectionable, and we do not recommend its adoption.†

Proposal for a tenure at a perpetuity rent, disapproved.

59. We return to the proposal of fair rent, liable to future revaluation. The rent as settled should remain fixed for a certain period, or for such other term as may from time to time be determined by mutual consent. The statutory period must not be made too long; for if, as some apprehend, we are now to look forward to depreciation in the profits of agriculture, it must be remembered that this depreciation would prey, during the statutory period, exclusively upon the tenant, and it is not desirable, in the interest of either party, that this process should continue too far. But some term must be fixed, before the question can be re-opened, in the interest of both parties. We propose a term of thirty-one years.

Term of settlement of a fair rent.

Ferguson, 309; Robertson, 1485; Reeves, 2085; Loughrey, 11147; Curling, 39390.

60. At the expiration of this period, or of any period that may, meantime, have been substituted by mutual agreement, any re-valuation that might be demanded for the purpose of re-ascertaining the fair rent would start with the rent previously settled, and be limited to the investigation of circumstances which might since have occurred to increase or diminish the annual value of the holding. The case of increase calls first for consideration. An increase in annual value may arise from three causes: First, from landlords' improvements; secondly, from those of tenants; thirdly, from causes independent of the action of either, constituting what the late Mr. Mill was accustomed to call the "unearned increment" of landed property. The two first of these causes occasion no difficulty.

Principles for re-valuation.

Alexander, 8720.

61. With regard to the third cause, the unearned increment arising from external circumstances, it will, we think, be necessary, in the public interest, to give the tenant a share in this source of profit, if he is allowed to be, in any sense, a part owner of his holding. The tiller of the soil will hardly have due encouragement to speculate in improvements, if his profits, unlike those of other speculators, are never to be permitted to exceed the average profits of money, skill, and labour invested in the pursuit of his calling. In the absence of first principles on which it can be settled what proportion of the chance profit should be assigned to each, we propose that the landlord and tenant should be declared, in this respect, equally entitled, and that one half of the increase or decrease, as the case may be, should be taken into account in estimating the fair rent of a holding.

"Unearned increment," and decrease caused by external causes. Cronin, 29359.

* Dowling, 2879; Simpson, 3363, 3411; O'Brien, 4039, 4097; Loughrey, 11148; Hart, 19950; Barry, 22053; Lane, 26537; Barry, 28723; Davis, 29607; Hill, 30312; Murphy, 30825; Vernon, 35373; Marum, 35928.

† McCausland, 9314, 9321; Lane, 9575; Donnell, 11001; Ashe, 11911; Daly, 19901; Cassidy, 35553; Ferguson, 4875; Brown, 9847; Brosnan, 25655; Fell, 30847; Baldwin, 32397; Keane, 35821.

Increase due to latent capacity of the soil.

Compare Lord Devon's Digest, vol. ii, p. 5.

Donaldson, 11534; King-Harman, 14229.

62. A special case remains for consideration, where the increase brought about by landlords' or tenants' improvements, as the case may be, is due not solely to the labour, skill, and capital employed, but in part to the development of latent capacity or "inherent quality" of the soil, to an extent incommensurable with the effort expended. A familiar instance of this is the case of "cut-away bog" in Ireland, where the land laid bare by the profitable removal of turf proves capable, with little further effort, of profitable cultivation; or the case where the land lends itself so kindly to the improver, that the profits of one or more crops may go far to remunerate the husbandman for the labour that was needed to adapt it for tillage. To meet this case it might be provided that a tenant demanding a decrease of rent, or objecting to its increase, should be called on, in case of objection or counter objection on this account, to put in evidence the nature of the operations which he claims to have conducted, and that the Court or arbitrators should, if they thought the objection or counter objection reasonable, take account of the resulting increase of value in the same manner as if it had arisen from external circumstances.

Limit of time for first valuation.

63. The importance of legislating for such contingencies is not to be measured by their apparent remoteness. The sentiment of ownership, in a tenant as well as in a landlord, reaches far forward. There is, moreover, a large class of probable cases in which the contingency is by no means remote. A time within which a demand for "first valuation" must be made should be specified in the statute. Demands for the increase or decrease of rent, if not made before that time, will come under the rule here laid down for re-valuation; it being assumed that the rent was, at the time of the passing of the statute, acknowledged to be "fair" by both parties. It may thus happen that within a very few years the question will arise for decision, to whom does the "unearned increment," or the excess of increase arising from "latent capacity" belong?

Griffith's valuation.

64. If anything has been clearly established on evidence during this inquiry, the fact that the present Government valuation is not a trustworthy standard for the settlement of rents has been most thoroughly demonstrated.* Fair as it may have been for the purposes of local taxation in the years when it was made, the evidence shows that even then it was considered as below the fair letting value of the land. Those who argue to the contrary ignore the fact that while there was nowhere any motive at work to cause the officials employed to value too highly, there was a universal pressure to force down the valuation, to which it was not unnatural for the valuers to yield. No injustice was done to anybody, while every body was satisfied, so long as the under-estimate was general and uniform.

Proposal for a new general valuation in order to afford a basis for the settlement of a fair rent, not approved.

65. We are however unable to agree with those who urge that a new general valuation should now be made, either by way of settling, on the authority of valuers employed by Government, what shall, in all cases, be the fair rent of a holding, or in order to ascertain the annual gross value, or the full commercial rent of each holding, as a guide to the arbitrators, or tribunal, who will have to settle the fair rent. To interfere with rent, except where a dispute arises, is to raise more difficulties than are solved.† It is objectionable to bring the authority of the central Government into direct universal and unnecessary collision with the interests of landlords and tenants. The delay that would occur before a new valuation could be completed is another serious objection.‡ If a new valuation is required for rating purposes, it should rather be made at a time when there exists no general desire to convert it to purposes of rent-settlement.

* Greene, 657, 744; Townshend, 1574, 1644, 33938; Allen, 1846, 1967; Meagher, 2148; Derham, 2441; Everitt, 2575, 2592, 2615; Kirkpatrick, 3898; McElroy, 4582; Shillington, 4997; Flanagan, 9658; Murphy, 10132; Loughrey, John, 12096; Cooper, 12465; O'Connor, 13724; Fawcett, 15119; Carnegie, 15413; Clarke, 15720; Larminie, 16218; Thomas, 16808; Gore, 16969; Clancy, 18165; Blake, 18767; Persse, 18860; Cooley, 19349; Hart, 19176; Bailey, 20210; Kilmartin, 20980; Graham, 21306; Leonard, 21483; Barry, 22018; Townshend, W. U., 22172; Frost, 22251; Fitzgerald, 22287; Cahir, 22981; White, 23150; Delmege, 23464; Hogan, 23798; Morice, 23945; Frost, 24094; O'Connor, 24600; O'Sullivan, 24968; O'Donoghue, 25052; McSweeney, 25184; O'Connor, 25216; Hussey, 25281; Mahony, 25949; Walpole, 26081; Kearney, 26115; Crosbie, 26212; Lane, 26539; O'Mahony, 26636; Jones, 26819; Leahy, 27191; Bennett, 28446; Roche, 28818; O'Sullivan, 28934; Sanders, 29085, 29144; Campion, 29264; Daly, 29996; Colthurst, 30354; Payne, 30459; Deane, 31020; Ardagh, 31447; Nugent, 31746; Anthony, 31933; Baldwin, 32411; Lewin, 34840; Irvine, 35737; Marum, 35907; Carroll, 36197; Tracey, 36316; Smollen, 36908; McKeogh, 37130; Trench, 37866; Bole, 38097; D'Arcy, 38770; Little, 39493; Rochfort-Boyd, 39929; Bruen, 40138.

† Stoney, 23566; Hogan, 23826; Frost, 24119; Keane, 35794; Dease, 37355.

‡ Greene, 751; McSorley, 38510.

66. We consider that the tenant upon whom has been conferred fixity of tenure, at a fair rent, will be in a position differing little from that of a legal owner of property in the soil; and that he ought not to be unnecessarily deprived of any of the ordinary incidents of property. Therefore he should be at liberty to sell his interest, that is to say, his right of continuous occupancy, the improvements made by himself or his predecessors in title, and all the title he has in the land, either under the law now in force, whether common law or statute, or under the statute now to be proposed, in any way he wishes; subject, however, to some reasonable restrictions, which are suggested by the nature of the tie between himself and the landowner, and appear to be called for upon public grounds. We believe this proposal will be found beneficial, at least as much to the landowner as to the tenant; and it seems to us a necessary consequence of what has been proposed above.

Free sale.

67. To the proceeds of a sale, either voluntarily resorted to by a tenant who finds himself unable profitably to farm his holding, or ordered by the court, we look confidently for a resource, available to landlords, for the recovery of arrears of rent. Such, as above-mentioned, the right of sale of tenant-right has proved in Ulster; and it has become a common place of observers, that landlords suffer much less from arrears, and tenants from eviction for non-payment of rent, where the right of sale exists.* It is true that the spread of this usage, although it is the part of the Ulster Custom which most obviously conduces to the landlord's benefit, has outside Ulster been more opposed by landlords than any other.† It appears from the evidence that it is the opinion of many landlords that while to give legal fixity of tenure at a fair rent would not involve any great practical change as regards the majority of large landowners in their relations with their tenants, the concession of a right of free sale would be an upsetting of the rule of management most generally regarded by landlords as beneficial, and most strenuously enforced by many of them. We maintain, nevertheless, that without a right of sale in the tenant, free from unnecessary restrictions, the value of the tenant's interest will not readily be made available to satisfy a claim of the landlord for arrears. To oblige him to come upon the land for his remedy, and evict the tenant, would be to leave the old sore unhealed. It would even be worse in future than before; for, the tenant's interest being recognized at law, and having become in every sense of the word a valuable property, it would be inequitable to inflict a forfeiture for non-payment of rent without a power of sale. This would be like returning to the days of foreclosure in cases of mortgage, before the invention of the equity of redemption, and would revive hardships from which Courts of Equity stepped in to relieve the ancestors of the landowners of to-day. It is impossible in this connexion to overlook the important testimony of the benefit a landlord may derive from allowing his tenants the right of sale, which is afforded by the experience of several estates out of Ulster.‡

Free sale provides a resource for landlords against arrears of rent.

68. It appears to us further that to confer a valuable interest, and refuse the right of alienating it, will not be a judicious measure. The lack of right to convert into money the interest which the Irish cultivator really possessed in the soil of his holding has been one cause of his too great attachment to the spot where he found himself. The concession of free sale will introduce a much needed solvent.§ Men will not go away willingly if they have to leave their property behind. The money often paid to them by the landlords who have promoted emigration has been looked on, we fear, rather as a bribe to go, than as the fair purchase money of their interest in their holdings. Let the sale be free and fair, and there will then be no feeling in the emigrant that he has been ousted, and no outcry at home against "ruthless exterminators."

Free sale will loosen the undue attachment of cultivators to the soil.

69. There is even great reason to doubt whether a prohibition of sale will be feasible under the new condition of things. It has been found difficult to prevent it from creeping in, even when the tenant had, at law, nothing but a bare yearly tenancy to sell.|| Certainly there would be required an almost penal code of fines and forfeitures, enough to neutralize the healing influence of other concessions, to repress it.

Prohibition of sale practically impossible.

* Kirkpatrick, 3866; Forde, 7085; Steel, 9061; Houston, 7195; Loughrey, 11162.

† O'Brien, 4005; Mahony, 25955; Crosbie, 26245; Townshend, 33968; Ventry, 35141; Lansdowne, 37526.

‡ Reeves, 1981; Kirkpatrick, 3793; Hunt, 21533; Townshend, W. U., 22111; Stoney, 23555; Sherlock, 34949; Roberts, 33461, 33563; Vernon, 35255; Little, 39576.

§ O'Brien, 3930; Fitzgerald, 8285; Kearney, 26149; O'Donovan, 29798; Nolan, 31489; Pringle, 35785; Adamson, 39631.

|| Kirkpatrick, 3793; Larminie, 16209; Blake, 18695, 18822; French, 19120; Jackson, 19132; Reeves, 23356; Fell, 30753; Dowling, 34505; Vernon, 35292; Bole, 38114.

Landlord's veto
on purchaser
on reasonable
grounds.

70. For the restrictions which it may be right to impose on the sale of a tenant's interest it is natural to look first to the experience of those parts of Ireland where such sale has hitherto been allowed. Under the Ulster tenant-right, the condition is universal—it is even recognised as a part of the Custom itself—that the landlord shall have a veto on the purchaser as tenant, upon “reasonable grounds.” Such grounds are, that he is in insolvent circumstances, that he is of bad character, or has failed already as a farmer. This rule of restriction is well understood, is not complained of by any one and may, we think, judiciously be adopted.* The reasonableness of the exercise of the veto, if disputed, should be determined by the County Court Judge in the Land Sessions, or by the Land Tribunal.

Purchaser to
reside, and to buy
the entirety.
Meagher, 2226 ;
Kilmartin, 21010 ;
Wright, 27300.

71. We add a condition, not indeed recognized as part of the Ulster custom, but springing out of the nature of the relation between the landlord and tenant of an agricultural holding, and only not hitherto defined as usage, because the landlord's legal power has been sufficient to enforce it. The purchaser should in every case be bound to become himself the actual tenant of the farm, and to continue practically in direct occupation of it ; a breach of this condition should authorize the landlord, as in the case of subletting, to eject, or to compel a resale. Similarly, a sale of the holding to two or more should not be permitted without consent in writing, on the same principle that subdivision is prohibited, and for the same reasons.

Objection to sale
of tenant's
interest by
auction, not
agreed to.
Wrench, 5462 ;
Caskey, 12344 ;
Winder, 6763 ;
Vernon, 35317 ;
Tener, 36636.

72. Evidence has been given of objections entertained, not without some reason, to a sale of the tenant's interest by public auction. It is clear that in many cases, under the stress of excitement, and of the prevailing desire for land, sums have been bid far beyond the real value of the holding ; with the necessary consequence, that the purchaser has been unable to cultivate at a profit. This is an evil that must be left, we think, to right itself.† It is obvious that, with free sale generally allowed, there will follow a considerable easing of the land-market ; and a legal prohibition of sales by auction can so easily be evaded, that it is not worth while to insist upon it.

Estate rules
limiting price of
tenant's interest.

73. A controversy has raged in Ulster over the “estate rules,” whereby landlords have endeavoured to prevent the price of tenant-right from rising so high as to absorb the value of the landlord's interest.‡ By these rules it has generally been laid down that the price paid for tenant-right shall not exceed three or five years' purchase of the rent paid. They have probably been largely evaded, except where the landlord has gone further, and selected a purchaser who is willing to pay the maximum allowed.§ It seems unnecessary to enter into the question how far these rules are or are not a violation of the custom, as existing before the Land Act. They have been treated in the Land Courts as usages to be established or refuted by evidence. In future the landlord's interest would be protected by the rule of “fair rent,” and there seems to exist no sufficient reason for further interference with the selling price of the tenant's interest. The argument in favour of establishing such rules, that they have a tendency to protect the interests of members of the farmer class who may wish to buy farms, by keeping down the selling price, may easily be pressed too far.|| In this case, as in that of sales by auction, farmers will soon learn, like other people, to take care of themselves, when they have been placed in a position of security by law.¶

Pre-emption to
landlord.

74. The landlord should have a right of pre-emption at the highest price offered by a *bona fide* purchaser in open market.

Discharge of
charge for
landlord's
improvements
out of proceeds.
Wrench, 5603.

75. In case the value of landlord's improvements has been left, under the proposal suggested above, as an outstanding charge upon the tenant's interest, it should be either

* Robertson, 1497 ; Meagher, 2141 ; Hill, 3154 ; Simpson, 3581 ; O'Brien, 4016 ; M'Elroy, 4547, 4618 ; Shillington, 5026 ; Robb, 5200 ; Fitzgerald, 8286 ; Lane, 9593 ; Flanagan, 9692 ; M'Intyre, 10753 ; Boyle, 12255 ; Caskey, 12347 ; Ryan, 24251 ; Leahy, 27191 ; Hegarty, 30683 ; Ardagh, 31430 ; Baldwin, 32458 ; Roche, 34316 ; Browne, 35323.

† De Moleyns, 200 ; Baldwin, 32462 ; Beatty, 7406 ; Scott, 9461 ; Brown, 9929 ; M'Intyre, 10835 ; Longfield, 39863.

‡ Quinn, 6407 ; Ward, 7104 ; Ker, 8018 ; M'Causland, 9189 ; Scott, 9472 ; Simpson, 10536 ; Caskey, 12368.

§ Waring, 6899 ; Beatty, 7342 ; Ker, 8096 ; Murphy, 10087, 10167.

|| *La Touche*, 969 ; *Davys*, 14171 ; *Townshend*, W. U., 22098 ; *Jones*, 26969 ; *Cornwall*, 28663 ; *QQ*, 28697-28703 ; *Fitzgerald*, 29522 ; *Little*, 39482.

¶ De Moleyns, 137, 186 ; Simpson, 3590 ; Leahy, 27186 ; Baldwin, 32422 ; Lewin, 34840 ; Neligan, 34880 ; Vernon, 35344.

paid off in full, out of the proceeds of the first sale of the tenant's interest, or might be spread over the first and future sales, under equitable regulations for its final discharge.

76. There are cases where a landlord may, under the Land Act, have purchased or acquired the tenant-right of a farm, and have let it again to a tenant without receiving any fine, and without imposing a full commercial rent. In such a case, as in the parallel case of improvements made by landlords, the landlord may not care to have the rent raised, although he may not be receiving so much as would be adjudged a fair rent of the holding. If so, he should be entitled to serve a claim to have the value of the tenant-right which he has bought declared a charge upon the tenant's interest, as in the case of improvements made by the landlord, and to have it satisfied, after the same fashion, out of the proceeds of sales of that interest.*

Tenant-right already purchased and retained by landlord may be declared a charge upon the tenant's interest.

77. The right of free sale, even more than fixity of tenure, interferes with the landlord's right of control over his property, in respect of his power to choose the tenants by whom he is surrounded, and to surround himself with those whom he prefers. It renders him liable to the intrusion of a tenant to whom he may have a strong personal objection, unless that objection should fall within the definition, as interpreted by the tribunal, of a reasonable veto. But it is not calculated to lessen the value of his property. Compensation for such an interference has been suggested to be due, in cases where the right of sale has never been recognised. If this suggestion is entertained, the compensation must necessarily be estimated on a basis more or less speculative.

The right of free sale a real interference with landlord's right of control.

78. The object of the legislation now to be proposed, like that of the Act of 1870, is to make better provision for the tenure of agricultural holdings. From the benefits of the Land Act were excluded all holdings which are not agricultural or pastoral in their character, or partly agricultural and partly pastoral; that is to say all lettings of houses or buildings, and practically all lettings in towns and villages.† By another section are excluded holdings held by the tenant by reason of his being a hired labourer or hired servant, lettings in con-acre and for other temporary purposes, and "cottage allotments." Demesne lands,‡ townparks,§ grazing farms at and above £50 valuation, and non-residential grazing farms,|| are excluded from the provision for giving compensation for disturbance, but not from those giving compensation for improvements and for incoming payments. All tenancies of £50 valuation or over may be contracted out of all the benefits of the Act. We do not recommend that all these exceptions should be maintained. We think all lettings of houses or buildings, and all holdings which are not at least in part agricultural or pastoral, should not be included in any statute giving fixity of tenure at fair rents with the right of sale. Demesne lands, townparks, and all lands at present let for grazing purposes, if not residential, as defined in the Act, or above £50 rental, should, we think, be left as at present.¶ For future lettings of land now held under these descriptions, whether for purposes of tillage or otherwise, it might, we think, be lawful to bar the operation of the statute by contract. It is not desirable to place obstacles in the way of the breaking up of grass farms, if the conditions of the market should again make it profitable. Liberty to contract out of the Act should also be allowed in the case of holdings held by a tenant by reason of his being a hired labourer or servant, of lettings in con-acre, and for special or temporary purposes; among which last we include the case of a letting to a new tenant during the minority of the person entitled to the land.

Tenancies excluded from the benefit of the changes proposed.

S. 71.

S. 15.

S. 3.

S. 12.

79. With these exceptions, we do not propose that tenants entitled to the benefit of the changes we contemplate should be left free to contract themselves out of the new tenure; but on the contrary, it ought to be provided that they should not. The change, if made, would not be made solely for the sake of existing tenants, but in order to confer upon the country the blessings of a settled harmony, to which it has long been strange. There will probably be estates, among those which have been kindly

Contracting out of the benefits of the new tenure not to be permitted.

Ferguson, 312; Leahy, 27222.

* O'Brien, 4171; Gamble, W., 10907; Ashe, 11974; Gairdner, 20278; Scott, 22509; Frost, 24063; Crosbie, 26184; Jones, 26937; Greer, 40055.

† Kelly, 3691; Boyd, 4940; Gamble, 8956; Lapsley, 9005; M'Donnell, 18212.

‡ Hunt, 21522; White, 23222.

§ Canning, 12125; Browne, 12306.

|| M'Elroy, 4631; Clancy, 18197; Starkey, 22642; Vernon, 35337.

¶ Murphy, 10128.

legal part of the business was done for him: secondly, to the advantageous terms on which the purchase could be made, including not merely the advance of three-fourths of the purchase-money, but also the absence of stipulations binding down the purchaser to any conditions except those of abstaining from sub-division and of paying regularly an annual sum not exceeding the amount of his original rent. There is no prohibition of alienation, of sub-letting, or of charging the holding with a second incumbrance; but the purchaser is treated, except in regard to sub-division, as a full proprietor from the commencement.

Purchasers under the Land Act, 1870, part ii.

87. By the Land Act of 1870 two methods were proposed to effect the same purpose of facilitating the acquisition by tenants of their holdings. The first was by giving inducements and facilities to landlords, whether limited owners or owners in fee, to agree with their tenants for the sale or purchase of their holdings through the medium of the Landed Estates Court. The Board of Works of Ireland was authorized to advance, by way of mortgage on the land thus sold to tenants, two-thirds of the price of the land, repayable by equal half-yearly instalments spread over a period of 35 years, at the rate of £5 for every £100 so advanced, a rate which makes the interest three and a-half per cent. The terms, therefore, were, in respect of the rate of interest, more favourable than those of the Church Commissioners, namely, three and a-half per cent. in lieu of four per cent., but the proportion to be advanced on mortgage was less—namely, two-thirds in lieu of three-fourths of the purchase-money. There were also stringent provisions against the purchasing tenants mortgaging, alienating, assigning, charging, sub-dividing, or sub-letting their holdings, without the consent of the Board of Works, while any part of the annuities remained unpaid; any such act was to operate as an absolute forfeiture of the land to the Board of Works. Complaint has been made in evidence that the Board of Works extend the construction of these forfeitures to include the case of an assignment by will. Under the first process contemplated by the Act, where the vendors are tenants for life, or limited owners, the Landed Estates Court was empowered to distribute the purchase-money in repayment of charges upon the land, in accordance with priorities, or the purchase-money might be lodged in court for investment in other land, subject to the same trusts, and, pending such purchase, might be invested in consols. The land sold to the tenants under this part of the Act was to be free from incumbrances, except rights of way, and other matters specified in the Act. The Treasury was directed to prescribe the fees to be charged in respect of such sales, and the Court was empowered to apportion rents, charges and covenants, &c., in respect of land thus sold.

The Amending Act of 1872, 35 & 36 Vict., cap. 32, s. 1. (3.)

Brennan, 10044.

S. 1. (1.)

Greene, 759, 765; Derham, 2448; Boyd, 4948; Baldwin, 33508.

S. 2.

88. This first process having totally failed of effect, through the fact that the purchase-money of single holdings would not bear the cost of the investigation of title for the purpose of a sale in the Estates Court, an amending Act was passed in 1872 whereby the Board of Works was enabled to make advances to tenants purchasing by agreement from their landlords, upon being satisfied as to the title, without passing the property through the Landed Estates Court. The sum to be advanced was now fixed at two-thirds of the value of the holding, instead of the price, as in the principal Act; and this apparently led to the adoption of a rule, dictated by the Treasury to the Board of Works, of never advancing more than twenty years' purchase at the tenement valuation, except after special valuation at the expense of the purchasing tenant. A power was given to the Board to commute the forfeitures of the principal Act for a sale, and to pay the balance of the proceeds to the original purchaser. The amending Act has had no better success than the principal Act. The Board of Works proved unequal to the task of satisfying itself as to the titles of estates submitted to it.

Purchasers under s. 46.

S. 47.

Boyle, 12241.

Ferguson, 4863; Jay, 7439.

89. The second method proposed under the Land Act for facilitating the acquisition by tenants of their holdings was by directing the Landed Estates Court, in the course of the sale of landed property in the usual course in the Court, to afford, by the formation of lots for sale, or otherwise, all reasonable facilities to occupying tenants desirous of purchasing their holdings, so far as should be consistent with the interests of the owners of the properties thus dealt with. The clause for advance of two-thirds of the purchase-money applied also to these sales, and there was a further provision that when four-fifths of the tenants of an estate were willing to purchase, and other purchasers could be found to buy the residue of the estate, one-half the purchase money of the residue might be advanced to such other purchasers collectively, on the security of the residue. The failure of this method has not been so signal as that of Part II. Some sales have been effected, and the purchasers are well satisfied

with their bargains.* But it has been a failure, nevertheless. The number of sales has been decreasing of late years, and few are now effected. The principal reason has been the general refusal of the authorities of the Landed Estates Court, acting in the interest of owners and incumbrancers, to arrange lots so as to suit the convenience of purchasing tenants. It may seem strange that it should have been found to be for the interest of owners or incumbrancers so to arrange the lots as to exclude one description of purchaser altogether, and that a purchaser, as has been shown by the experience of the Church Temporalities Commissioners, generally ready to give as high a price as any man.† But the dread of being left with unsaleable residues on hand has had, perhaps, a somewhat excessive influence in this respect.‡ Other causes have also operated. There has been a total absence of any direct means of bringing home to the tenants a knowledge of their rights, such as were employed with success by the Church Temporalities Commissioners, and of cheapening their law costs, and putting them generally in the way of making their bargain. The interference of the Treasury above noticed, and the mistake, as we cannot but consider it, of introducing the Poor Law valuation as a measure of the value of an estate, has operated to cut down the two-thirds of the purchase-money which it was intended by the Legislature should be advanced, and to put obstacles in the way of obtaining the full amount. Complexities have arisen in cases where a portion of the holding was not let, or where the estate was incumbered, or where easements existed, causing either delay, or expense, or both. The restraints on alienation, and on charging with a second incumbrance, have caused the Board of Works' advances to be regarded with less favour; and that prohibiting assignment by will, if, indeed, imposed by the Act, appears to be oppressive.

Coleman, 2334 ;
Little, 39552.

90. These causes of failure were thoroughly investigated by the Committee of the House of Commons of 1877-1878; and in the conclusions of the Report presented by that Committee, which were ratified by a resolution of the House of Commons during the last Parliament, we desire to express a general concurrence. The principal paragraphs of this Report are as follows:—

Report of the
House of Com-
mons Committee
of 1877-1878,

"Your Committee are of opinion that it is very desirable that further facilities should be given for the purchase by tenants of the fee-simple of their holdings. Your Committee find that, when estates are offered for sale, there is a general desire on the part of the tenantry to become absolute owners of their farms; and they believe that a substantial increase in this way in the number of small proprietors would give stability to the social system, and would tend to spread contentment, and promote industry and thrift amongst the Irish peasantry. . . . That a large proportion of the estates offered for sale in the Landed Estates Court are held under fee-farm grants and leases for long terms.

Sweetman, 1151,
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son, 19005;
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Dufferin, 33168;
Healy, 37436.

"That the apportionment of the rents reserved by these grants and the leases, and the conditions of sale as to the indemnities consequent thereon, have increased the inconvenience of dividing such estates into small lots.

"That many estates are subject to annuities and jointures, and the effect of the charging orders in respect of loans to tenants is to displace the priority of such annuities, and, in the case of sale or forfeiture, to destroy them. Obstacles have arisen in the making of advances to tenants upon such estates, inasmuch as these advances in some cases prejudice the security of such annuitants.

"That the existing state of the law in respect of rights of turbary and pasturage, rights of way, and other easements affecting estates sold in the Landed Estates Court, has enhanced the expense of carrying out sales to tenants in that Court.

"That the cost of investigating the titles of estates, both of landlord and tenant, and the impediments to the application of the purchase money in the cases of settled estates, or estates subject to incumbrances, have seriously impeded the working of the second part of the Act.

"That on some estates the tenants hold their farms in rundale, and in detached plots, and in such cases the difficulties in lotting have been much increased.

"That your Committee have no doubt that many tenants have failed to make use of the advantages offered them by the Act for want of information as to the terms upon, and the amounts for which loans could be obtained by them, and that the strictness of the prescribed conditions, especially the clauses against alienation and mortgage, have prevented others from endeavouring to acquire the fee-simple of their holdings.

"That, for the purpose of effectually promoting the purchase of land by occupying tenants, your Committee are of opinion that, with respect to the sale of estates by the Land Judges of the High Court of Justice—and lands are usually thus sold in Ireland—some provision must be made to meet what the evidence shows to be the fundamental difficulty of the present system; that is to say, the difficulty, if not impossibility (save in rare instances), of forming the lands into lots to suit the tenant purchasers, and at the same time paying due regard to the interests of those whose property is being sold through the Court. So long as these practically inconsistent duties continue to be imposed on one and the same functionary, your Committee believe that no substantial results can reasonably be expected from the clauses of the Irish Land Act to which their inquiry has been directed. They therefore think that, whilst leaving to one body the function of selling to the best advantage such estates as may be offered for sale, another distinct and equally independent body should be constituted, specially charged with the duty of superintending and facilitating the purchase of their several farms by the occupying tenants. Your Committee, accordingly beg to recommend that some properly

* M'Causland, 9271; Cunningham, 9412; Lane, 9566; Brown, 9805; Brennan, 10068; Murphy, 10158; Warnock, 10345, 10354; Morrison, 10385; Gamble, 10895; Caskey, 12369; Cooper, 12525; Blake, 18749; Baldwin, 32505.

† Meagher, 2267; Morrison, 10485; White, 23167; O'Connor, 24551.

‡ Booth, 14326; Jones, 26941.

managed, where the large allowances made to improving tenants, the materials given or sold under cost price, and the many other benefits conferred by a good landlord, would be preferred, by some at all events, to fixity of tenure and free sale. A time might come when they would change their minds, and when it would be more difficult, if not impossible, to arrange equitably the conditions on which they could be admitted to the benefits of the prevailing law. It does not follow, of course, that all these kindly offices will be withdrawn by the landlords who have been accustomed to confer them. In any case it is impossible to secure to a class the benefits at once of the patriarchal and independent conditions of tenure. The evidence shows that the amount of rent or of annual value constitutes no satisfactory ground for refusing the protection of the statutory tenure.*

Leases.

80. A case of great difficulty is that of existing leases. We have noticed the general reluctance of yearly tenants to accept leases. This reluctance has been increased by the stringent conditions usually inserted in leases, some of them due rather, it may be suspected, to the zealous ingenuity of lawyers, than to any intelligent notion of the right way to promote better cultivation. In Ulster there has been a controversy, still undecided, as to the continued existence of tenant-right on the expiration of a lease; tenants maintaining that such survival was a part of the Ulster Custom, while the County Court Judges have held that, under the Land Act, it is necessary for each tenant to prove the allowance of tenant-right under these circumstances, as a usage applicable to his own case. In the result, tenants have generally failed to establish the usage, and great dissatisfaction is expressed in consequence. On the general use that has been made of the provision in the Land Act allowing tenancies of not under £50 value to be contracted out of its benefits, without some corresponding security by agreement, we look with regret. The fact that a lease for thirty-one years bars the tenant from claiming compensation for disturbance, and to some extent for improvements, has induced the pressing of such leases upon tenants. Much discontent appears to have arisen from this cause, and in some instances, with good foundation. Leases have been imposed on tenants against their will, which from their legally helpless condition they could not refuse;† sometimes increasing the rent beyond what, to all appearance, would be held a fair rent by arbitrators, sometimes imposing unwelcome conditions, and very commonly, since the Land Act, barring or attempting to bar their claims to compensation, not merely for disturbance and incoming payments, but even for improvements made by themselves, or by their predecessors in title; and this even irrespective of the amount of the valuation. To make no provision for such cases would be to leave a portion of the work undone. In the case of all leases, whether made before or since the Land Act, the tenants should have the right, on the expiration of the lease, to continue in occupation under the same conditions as if they had been tenants from year to year; but in these cases any demand to have the fair rent settled would proceed on the conditions laid down for second or subsequent valuation, the rent reserved under the lease being taken to have been a fair rent, and the inquiry being limited to circumstances which may since have occurred to affect the value of the holding. We propose that if it should be proved by evidence that any leaseholder under a lease made since the Land Act, 1870, has been compelled to accept a lease by receiving a notice to quit or threat of eviction, and that the rent reserved by such lease is excessive, a valuation shall be ordered, and a fair rent fixed, as in the case of a yearly tenant. These provisions should not apply to the cases, comparatively few, where the English or commercial system has been effectively introduced; that is to say, where a farm was handed over at the commencement of the lease in a fit state for cultivation, and with suitable buildings, to a new tenant, not previously, by himself or any person through whom he claims, in occupation thereof, and who has given no consideration beyond the rent and covenants in the lease. For future lettings of such holdings it might be lawful to exclude the statutory tenure by contract.

S. 3. (3.)

S. 4. (3.)

Everitt 2749;
Vernon, 35341.

Guiry, 31569;
Vernon, 35380;
Longfield, 39842.

Meagher, 2239;
Colthurst, 30405.

* Patterson, 1358; Robertson, 1463; Coleman, 2293; Everitt, 2548; Frost, 24085; Walpole, 26003; Riordan, 26751; Rochfort, 33255.

† Hill, 3239; M'Elroy, 4465; Ferguson, 4750; Wrench, 5614; Young, 5736; Perry, 6233; Quinn, 6448; Alexander, 8709; Norris, 10215; Warnock, 10346; Gamble, 10862; Donaldson, 11542; Craig, 12170; Hamilton, 14767; Baldwin, 32463; Dufferin, 33050.

‡ Ferguson, 316; Patterson, 1282; Robertson, 1380; Reeves, 1989; Dowling, 2914; Fenlon, 3733; Forde, 7025; Mulholland, 8335; Gamble, 8988; Kilmartin, 21015; Hunt, 21529; Starkey, 22595; Cobbett, 23886; O'Donoghue, 25029; Walpole, 25997; Lane, 26449; M'Mahon, 28575; Sherlock, 30961; Baldwin, 32472; Walsh, 35496; Tracey, 36290; Magher, 37178.

VI. *Purchase of their Holdings by Tenants.*

81. There appears to be a general feeling of regret that the "purchase clauses" in the Land Act have failed. Even of those who do not believe in small proprietors, as a rule, and who expect the eventual failure of any scheme for multiplying them to any great extent, the great majority appear heartily to desire the trial of the experiment, and to expect good results from it if it should succeed.

General concurrence in approval of the experiment.

82. By the Church Disestablishment Act, 1869, the Church Temporalities Commissioners were directed, when disposing of the landed property of the Church, to give the occupying tenants the preference of purchase at a fair market value. They were empowered to assist tenants in the purchase by leaving three-fourths of the purchase-money on mortgage at 4 per cent., the whole debt, including principal and interest, being made repayable by equal half-yearly instalments spread over thirty-two years. The interest and instalments together would thus amount to a trifle over $5\frac{1}{2}$ per cent. upon the money advanced. The property, exclusive of perpetuity holdings, consisted of glebes and episcopal estates to the extent of 108,000 acres, in the occupation of 8,432 tenants, paying an aggregate rent of £95,430, thus giving an average for the holdings of 13 acres, and for the rent of £11 6s. $4\frac{1}{4}d.$ each. The whole of this property is now sold, except 49 chief rents, stipends, &c. Of the 8,432 holdings 6,057 have been sold to tenants for £1,674,841, an average of £276 10s. each. The price thus obtained has averaged $22\frac{2}{3}$ years' purchase of the rental, which is higher than the average of estates sold during the same period in the Landed Estates Court. A fair price has also been obtained for the residue, of 2,326 holdings, which have been sold to the general public. Owing to the expectation that the powers of the Commissioners would shortly lapse, their sales have been, at the last, effected for somewhat less than might otherwise have been obtained; and some regret is expressed that a further opportunity has not been afforded to the occupying tenants to purchase, by delaying the sales of the residue to the general public.

Purchasers under the Church Disestablishment Act.

Bernard, 1665; O'Brien, M., 32728.

Heffernan, 31199; Townshend, 34052.

83. It appears that the new purchasers have paid the interest and instalments of capital with commendable regularity.* Out of the whole number of 6,057 only 388 were in arrear, according to the last returns available, to an aggregate amount of £5,914, and it is not expected that any portion will eventually be lost.† When this state of things is compared with that of the arrears now outstanding on most of the estates occupied by small holders, it will be seen that the "experiment" has successfully stood a test of more than usual severity.

The purchasers have paid up regularly.

84. It is not denied that a portion of the tenant purchasers have assigned their right, for the most part as security for the balance of the purchase-money, to others; or that several of the original purchasers have succumbed to the pressure of recent bad harvests, and have parted with their holdings, as well as with their proprietary right. The fact remains that these transactions have led to no breaches of the law, and produced no concerted refusal to pay what the purchasers, from old habit, still call "the rent."

Some have succumbed.

85. Some complaints have, indeed, been made to us that the charges upon glebe lands, so purchased by tenants, are too high to allow the purchasers to live. We find that this is not due to their having more now to pay than formerly, but to the recent distress. It is not, therefore, a complaint specifically arising from the experiment of purchase by tenants. It may be difficult, in the case of such a tenant, to suggest a feasible remedy for his grievance; but in the last resort, if he is compelled to leave his holding, he will do so peaceably, by an ordinary process of sale, and will probably carry away with him more salvage from the wreck of his fortunes than he could have obtained under the old system by the sale of his tenant-right, where such right existed.

Some are in distress, but owing to recent bad seasons rather than to their having purchased.

86. The success of this experiment is attributable, first, to the care that was taken to make the process easy to an illiterate man, and the comparatively low cost at which the

Causes of success of the experiment.

* Knipe, 3609; Shillington, 4998; Ruddell, 5223; Walker, 5359; Wrench, 5530; Quin, 5777; Quinn, 6488; Synnott, 7251; Fitzgerald, 8309; M'Intyre, 10774; Connison, 10920; Loughrey, 11140; Sinclair, W., 11436, 11593; Haslett, 11821; Henry, 11865; M'Kenna, 13851; Olpherts, F. M., 14368; Baldwin, 32516; O'Brien, 32739.

† O'Brien, 3977; Olpherts, W., 11569; O'Brien, M., 32738; Townshend, 34052, 34087; Roche, 34300; Vernon, 35481; Greer, 40003.

legal part of the business was done for him: secondly, to the advantageous terms on which the purchase could be made, including not merely the advance of three-fourths of the purchase-money, but also the absence of stipulations binding down the purchaser to any conditions except those of abstaining from sub-division and of paying regularly an annual sum not exceeding the amount of his original rent. There is no prohibition of alienation, of sub-letting, or of charging the holding with a second incumbrance; but the purchaser is treated, except in regard to sub-division, as a full proprietor from the commencement.

Purchasers under the Land Act, 1870, part ii.

87. By the Land Act of 1870 two methods were proposed to effect the same purpose of facilitating the acquisition by tenants of their holdings. The first was by giving inducements and facilities to landlords, whether limited owners or owners in fee, to agree with their tenants for the sale or purchase of their holdings through the medium of the Landed Estates Court. The Board of Works of Ireland was authorized to advance, by way of mortgage on the land thus sold to tenants, two-thirds of the price of the land, repayable by equal half-yearly instalments spread over a period of 35 years, at the rate of £5 for every £100 so advanced, a rate which makes the interest three and a-half per cent. The terms, therefore, were, in respect of the rate of interest, more favourable than those of the Church Commissioners, namely, three and a-half per cent. in lieu of four per cent., but the proportion to be advanced on mortgage was less—namely, two-thirds in lieu of three-fourths of the purchase-money. There were also stringent provisions against the purchasing tenants mortgaging, alienating, assigning, charging, sub-dividing, or sub-letting their holdings, without the consent of the Board of Works, while any part of the annuities remained unpaid; any such act was to operate as an absolute forfeiture of the land to the Board of Works. Complaint has been made in evidence that the Board of Works extend the construction of these forfeitures to include the case of an assignment by will. Under the first process contemplated by the Act, where the vendors are tenants for life, or limited owners, the Landed Estates Court was empowered to distribute the purchase-money in repayment of charges upon the land, in accordance with priorities, or the purchase-money might be lodged in court for investment in other land, subject to the same trusts, and, pending such purchase, might be invested in consols. The land sold to the tenants under this part of the Act was to be free from incumbrances, except rights of way, and other matters specified in the Act. The Treasury was directed to prescribe the fees to be charged in respect of such sales, and the Court was empowered to apportion rents, charges and covenants, &c., in respect of land thus sold.

The Amending Act of 1872, 35 & 36 Vict., cap. 32, s. 1. (3.)

Brennan, 10044.

S. 1. (1.)

Greene, 759, 765; Derham, 2448; Boyd, 4948; Baldwin, 33508.

S. 2.

88. This first process having totally failed of effect, through the fact that the purchase-money of single holdings would not bear the cost of the investigation of title for the purpose of a sale in the Estates Court, an amending Act was passed in 1872 whereby the Board of Works was enabled to make advances to tenants purchasing by agreement from their landlords, upon being satisfied as to the title, without passing the property through the Landed Estates Court. The sum to be advanced was now fixed at two-thirds of the value of the holding, instead of the price, as in the principal Act; and this apparently led to the adoption of a rule, dictated by the Treasury to the Board of Works, of never advancing more than twenty years' purchase at the tenement valuation, except after special valuation at the expense of the purchasing tenant. A power was given to the Board to commute the forfeitures of the principal Act for a sale, and to pay the balance of the proceeds to the original purchaser. The amending Act has had no better success than the principal Act. The Board of Works proved unequal to the task of satisfying itself as to the titles of estates submitted to it.

Purchasers under s. 46.

S. 47.

Boyle, 12241.

Ferguson, 4863; Jay, 7439.

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"That, for the purpose of effectually promoting the purchase of land by occupying tenants, your Committee are of opinion that, with respect to the sale of estates by the Land Judges of the High Court of Justice—and lands are usually thus sold in Ireland—some provision must be made to meet what the evidence shows to be the fundamental difficulty of the present system; that is to say, the difficulty, if not impossibility (save in rare instances), of forming the lands into lots to suit the tenant purchasers, and at the same time paying due regard to the interests of those whose property is being sold through the Court. So long as these practically inconsistent duties continue to be imposed on one and the same functionary, your Committee believe that no substantial results can reasonably be expected from the clauses of the Irish Land Act to which their inquiry has been directed. They therefore think that, whilst leaving to one body the function of selling to the best advantage such estates as may be offered for sale, another distinct and equally independent body should be constituted, specially charged with the duty of superintending and facilitating the purchase of their several farms by the occupying tenants. Your Committee, accordingly beg to recommend that some properly

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Ferguson, 362 ;
O'Brien, 4141 ;
Frost, 24128 ;
Lewin, 34813 ;
Veruon, 3544 ;
Greer, 40028.

constituted body should be entrusted with sufficient funds to enable them to purchase suitable estates, or parts of estates, when offered for sale, with the view of afterwards selling to as many of the tenants as, with the aid of advances through the Board of Works, may be able and willing to buy, and disposing of the residues (if any), at such times, and in such manner as they may think will be most productive.

"Your Committee are of opinion that the body thus constituted should put themselves into communication with the tenants of properties offered for sale in the Landed Estates Court; should explain to them the facilities offered by the Act; should represent their interests before the Court in the lotting of properties or otherwise; and should only purchase and re-sell properties in lots as aforesaid, when satisfied that such a proportion of the tenants are prepared to buy as will prevent any loss to the funds at their disposal."

Removal of
hindrances to
success.

91. We agree with the Committee in thinking that a larger proportion than two-thirds of the purchase-money, say four-fifths, might, as a rule, be safely advanced. We agree further that when tenants comprising one-half in value of a lot, instead of four-fifths in value of the whole estate, are willing to purchase, and other purchasers can be found for the residue of the lot, the advances under the 47th section might be made to such other purchasers; and that the benefit of these advances should be extended to sales under the third part of the Act, that is, to sales not made under agreements between landlord and tenant, but in open Court; also that the restrictions against alienations and assignments should be repealed. We add that a sale should be substituted for forfeiture in all cases, and that purchasers should be entitled to pay off at any time parts of the debt due, so as to give them encouragement to save for that object. There may be conveniences in joining the functions of the Commission to be appointed for this purpose with those of the Court or Commission to be appointed as an ultimate tribunal in disputes as to rent; but their functions are distinct, and the consolidation of the two is rather, perhaps, to be recommended on grounds of sentiment and convenience, than of any very strong expediency.

Ormsby, 621 ;
Alexander, 8820 ;
Hussey, 25391

Errington, 13074.

Payments not to
exceed original
rents.

Greene, 877 ;
Bernard, 1804.
Baldwin, 32526 ;

92. In selling to tenants, it would be well to arrange that the annual payments should not exceed the former yearly rent. That this might be effected, even where the tenant provides no part of the original purchase-money, has been shown in the sale of tithe rent-charge to landowners, and it might certainly be effected where he finds one-fifth of it, unless (which ought never to be the case) the purchase was effected at an exorbitant price. For instance, if a holding of which the rent was £100 a-year were bought for £2,500, the tenant providing £500, and the remaining £2,000 were advanced him by the Board of Works, a payment of £5 per cent. upon that advance, or £100 a-year, would be equal to the original rent, and would discharge the amount of the debt, with interest at $3\frac{1}{2}$ per cent., in 35 years. If the whole were advanced, 4 per cent. would equal the original rent, and this would discharge the debt, with interest at $3\frac{1}{2}$ per cent., in 55 years. It is obvious that the principle of these clauses will admit of an almost indefinite extension, if, at the highest rate at which sales of land are ordinarily effected in Ireland, it is possible so to adjust the loan and its repayment that the whole of the purchase-money may be advanced to a tenant, and repaid by him in the course of half a century, without adding a penny to his former rent.

Ormsby, 515 ;
Murphy, 2812 ;
Hulliday, 19622.

Proposal to give
landlords the
power to compel
the State to
purchase,
disapproved.

93. It is true that if the land question is now peacefully settled, the value of land may be expected to rise.* But at first it may rather be apprehended that a considerable number of estates will be thrown on the market, from the inevitable distaste with which some landlords will regard the changes which we have found it our duty to recommend. This dislike is indeed so strongly expressed, as to have caused an expression of opinion, that it would be unjust to oblige landlords to concede fixity of tenure at fair rents, with, above all, the right of free sale, without providing that those who prefer it should be entitled to sell their estates to the State at a value to be settled by arbitration.† We agree so far with this view, that we desire to see every facility given for such sales, short of an actual compulsion on the State to take over all the land offered them, especially without retaining any adequate control over the rate at which the process of conversion of tenants into freeholders is to be urged forward, or over the fancy prices which would inevitably be imposed. It is necessary not to incumber the State with large numbers of tenants who are not willing or perhaps able to purchase.

O'Brien, 3950 ;
Chichester, 34575 ;
Vernon, 35436.

Purchases of
perpetuities by
tenants.

94. Another proposal has been made, especially as being the best way of disposing of the residues which may remain on hand after the purchase of an estate, and the sale of portions to the tenants. It is that perpetuities should be granted to the tenants of estates thus purchased, either upon payment of a fine, or at such increased rent as may be reasonable. To this we see no objection. It has also been proposed that tenants

* Hunt, 21612 ; Jones, 26940.

† Fowler, 3906.

should be assisted to purchase perpetuity leases from their landlords.* We are of opinion that where an agreement between landlord and tenant has been entered into to that effect, facilities should be afforded to the tenant to purchase a perpetuity, and to fine down the perpetuity rent when settled, by advances of the same kind, and to the same extent, as in the case of purchases of the fee.

95. By providing funds liberally for the purpose of purchase, by judicious arrangements for the conduct of sales, and by energetically pushing the work, through the agency of a body specially constituted to do it, we consider that means may be provided for satisfying all, or nearly all, that landlords in this respect have a right to demand; and at the same time for rendering the experiment of proprietor-cultivators a real factor in the social and political life of Ireland. But when all is done that can be done in this direction, the tardiness of the process, and the many inevitable drawbacks, will still prevent the "purchase clauses" from being the main feature in any future land system.† There will still remain the great mass of tenants and the great mass of landlords. The settlement of their mutual relation must still be the most important part of the task before the legislature, and the substitution of other conditions for that relation will be but secondary after all.

Purchases by tenants, how far they can be carried.

96. If we look forward a little, to the time when a large number of peasant proprietors will have been constituted, either as owners in fee, or as perpetuity tenants, it becomes evident that the purchase clauses cannot by themselves afford a settlement. Some, probably many, of the new owners will fail. They will borrow on their holdings, and will only quit them, when the mortgage has practically swallowed up the value. The new owner will be, in many cases, a creditor; a man who does not himself farm. He will perhaps sell, but will most likely let the holding. The relation of landlord and tenant will be reconstituted. Similarly many peasant proprietors and many perpetuity tenants will become lessors. Unless the protection of a statutory tenure is afforded to the new tenant, the land question will speedily revive.

The necessity for a statutory tenure will recur. Ormsby, 547; Latouche, 984; Robertson, 1519; O'Brien, 3968; Waring, 6955; Little, 39580.

97. For the purpose of aiding landowners who may wish to sell, we think the time has come when it will be necessary to provide a remedy for the condition of settled estates, by enacting that a limited owner, whose interest is not less than an estate for life, shall in all cases have the same power to sell settled land in open market for the best price, and to require the holders of the legal estate to make a title thereto, as if he were the owner in fee; all limitations under the settlement and all incumbrances being thenceforward transferred to the purchase-money, which should be invested on securities authorized by the Court of Chancery, in the name of the Accountant-General, for the benefit of those entitled. The money arising from the sale of perpetuities to tenants, or from fining down of rents as above recommended, should be subject to the same provisions as to investment for the benefit of those interested in the estate. A similar provision should be made to facilitate sales by Corporations. The Irish Society, the London Companies, and certain charitable corporations own a large quantity of land in Ireland. It does not appear that they compare unfavourably with other landlords.‡ There must inevitably be a want of that intelligent sympathy with the circumstances of individual tenants which is shown by a good resident landlord, or even by a good agent, but they appear in many cases to spend money freely, and not to be exacting in matters of rent.

Power to limited owners and corporations to sell land. Barry, 22051; Newman, 25144; Hussey, 25378.

Lefroy, 39210.

98. The power to advance money under the Land Act for purposes of reclamation should be extended to enable advances to be made to landowners for the purchase of quit-rents, tithe rent-charge, and other permanent charges on their estates, and for effecting permanent improvements and drainage; and the benefit of the section should be extended to tenants equally with landlords. If the landlord and tenant should join in an application, their joint security might entitle them to a larger advance, proportioned to the combined value of the landlords' and tenants' interests.

Extended powers to advance money to landlords and tenants. S. 43. O'Brien, 4060; Keane, 35818.

* Meagher, 2268; Derham, 2477; O'Brien, 3989, 4042; Perry, 6289; Brown, 9886; Donnell, 11000; Barry, 22053; Fitzgerald, 22323; O'Mahony, 26575; Vernon, 35437; Keane, 35793; Healy, 37443; Little, 39540; Longfield, 39876.

† Ferguson, 320; Robertson, 1534; Meagher, 2269; Hill, 3260; O'Brien, 3944; Brush, 6680; Waring, 6950; Gamble, 10896; Heron, 14051; O'Flaherty, 19433; Lambert, 19529; Daly, 19885; Robinson, 20748; Kilmartin, 20990; O'Donoghue, 25055; Brocman, 25655; Crosbie, 26232; Jones, 26944; Leahy, 27203; Bennett, 28034; Cronin, 29346; Davis, 29739; Daly, 30048; Ardagh, 31454; Nolan, 31483; Baldwin, 32166, 32505; Vernon, 35434; Johnston, 35595; Rochfort-Boyd, 39906.

‡ Shillington, 4998; Osborne, 9036; Lane, 9507; Hanna, 9606; Brown, 9847; Dunne, 10018; Morrison, 10443; Cather, 10707; M'Intyre, 10763, 10802; Meek, 12266; Brown, 12294; Hart, 20031; Brosnan, 25590, 25674; Pringle, 36786; Pyne, 38988; Longfield, 39828.

Simplification of
land-transfer.

99. The transfer of land should be simplified, and the expense lessened; and local Registry courts should be established, at the offices of the Clerks of the Peace or elsewhere, for recording cheaply and quickly all dealings either by a landlord or a tenant with his interest in land.

VII. *The Condition of the Poor.*

Poor tenants.

100. The condition of the poorer tenants in numerous parts of Ireland, where it is said they are not able, if they had their land gratis, to live by cultivating it, is, by some, thought to be an almost insoluble problem.* Frequently however among this class high rents appear to be paid; and we may hope that in this respect a full investigation, followed by reduction where necessary, will do something to improve the condition of a depressed class. The solvent of free sale will do something also. It is said, indeed, that where all are so poor there might be none to buy; but this we doubt. Money is generally forthcoming whenever there is a single farm in the market. Free sale will bring a wealthier order of tenants to the soil that needs them; fixity of tenure and fair rents will give them a chance to thrive on it.

Ferguson, 399;
Leitrim, 11316;
Baldwin, 32262.

Emigration and
waste lands.

101. We are unable to see that any special need has been proved by the recent scarcity for a great State aided emigration. Whether Ireland is capable of maintaining her present population or not, we think that emigration may be well left to the operation of natural causes. Voluntary emigration, in the future as in the past, will be found sufficient. We should be unwilling to encourage the idea that by pressure from without the Irish people were induced to leave their native land. Neither can we strongly support the schemes, most energetically advocated, for a system of State-aided planting of the poorer tenants and labourers upon the waste lands of Ireland.† Lands which are pure waste will never repay the outlay for reclamation;‡ and those of a better class are held for grazing purposes, and are highly prized by those tenants who have privileges on them.§ Experience seems to show that the reclamation of these inferior soils, left till the last in the settlement of the country, can only be profitably undertaken by the employment of capital which can be watched over and administered by the colonist himself.|| The State is, of all agencies, the least fitted to direct or supervise the work of reclamation. Lands suitable for reclamation, which shall fall into the hands of the State by the operation of the purchase clauses, may be made use of to try the experiment, under the administration of the Commission if desired, or as we should prefer, under the management of private individuals or companies possessing capital, with provisions for giving a fair chance to the cultivating tenant, and for his obtaining either the fee, or a perpetuity, or the statutory tenure in the land he might reclaim.¶ The offer of these privileges should not be confined to the actual tenants of holdings, but should be open to the applications of industrious sons of tenants, or labourers, who could show sufficient capital to embark in the work of reclamation. It is, however, rather in the improvement of lands already cultivated, and in the full reclamation of those already half reclaimed that we expect the capital of the tenant class to find, for years to come, its most profitable employment.** If the Government saw its way to adopt such a scheme as that suggested in the Pamphlet quoted in the Appendix F to this Report, a great body of public opinion would be gratified by even its partial adoption.

Agricultural
labourers.

102. The bearing of the questions committed to us for inquiry upon the condition and welfare of the agricultural labourer, a point suggested by references in the Land Act, engaged our attention early, and we have taken a large mass of evidence respecting it.†† The subject appears to demand speedy consideration for the sake of the country, as

* Greene, 753; Allen, 1921; Meagher, 2159; Brooke, 11604; Hamilton, 14719; Clarke, 15708; Thomas, 16720; Waters, 16850; Lyons, 17077; Jackson, 19132; O'Flaherty, 19421; Gairdner, 20304; Joyce, 21094; Cronin, 29350; Baldwin, 32142; Lewin, 34811; Dease, 37,347.

† *Daly*, 17689; *Stephens*, 17709; *Brosnan*, 25660; *Murphy*, 26173; *Baldwin*, 32182.

‡ O'Donnell, 17683; Clancy, 18192; Colthurst, 30397; Baldwin, 32250; Lifford, 36419.

§ Leitrim, 11228; Sinclair, W., 11432; Brooke, 11612; Crean, 15845; Mahon, 21207; Fitzgerald, 29533; Hegarty, 30718; Baldwin, 32188; Lifford, 36431.

|| Cooper, 12522; Gore, 16963; M'Mahon, 28548; Baldwin, 32209, 32292, 32300.

¶ Reeves, 2028; Baldwin, 32214; Sayers, 37456.

** Hussey, 25336.

†† Robertson, 1560; Butler, 4301; Shillington, 5397; Swann, 6160; Hanna, 8918; Flanagan, 9661; Murphy, 10168; Sinclair, W., 11486, 11593; Haslett, 11837; Ashe, 12004; King-Harman, 14258; Hamilton, 14778; Blake, 18764; Gairdner, 20348; Hardy, 20890; Hunt, 21546; Bolster, 21727; Hewson, 23073; O'Shaughnessy, 23386; Newman, 25147; Walpole, 26006; Kearney, 26142; Lane, 26540; Jones, 26897; Johnson, 26979; Leahy, 27215; Bennett, 28439; Cronin, 29387; Davis, 29654; Hegarty, 20730; Loffan, 31525; Roche, 34346; Johnston, 35632; Curling, 39422.

well as for that of the labourers themselves. We do not think that in the proposals we have made there is anything calculated to intensify the poverty of the poor. The Irish agricultural labourer and the Irish farmer are not two classes, but one. The labourer is a farmer who is without a farm. Wild and subversive proposals, which tend to shake confidence in the public sobriety and drive the capital of the wealthy out of the country, must injure most of all the man who lives by daily wages. It does not fall to us to make suggestions for legislation for the improvement of the dwellings of labourers, for securing them gardens, or for facilitating, except in a general way, their acquisition of farms; but we trust that the tranquillity which will follow on a well-considered measure of Land Tenure Reform will be a blessing alike to all classes, and especially to the poorest.

VIII. Conclusion.

103. The Land Act of 1870 will be so materially affected by the adoption of the changes we have recommended that it may be necessary to repeal it, and to re-enact such of its provisions as it is deemed advisable to retain. The advantage of having only one statute dealing with the subject is obvious. Simplicity and conciseness are essential in legislating on the Irish Land Question. We have found ignorance of the law, as it now stands, in places where it might least have been expected. If it is thought better to have a new statute, dealing with the proposed changes only, a consolidating Act, to embody in an intelligible form the provisions remaining unrepealed of the statutes of 1860 and 1870, which will for the most part constitute the law of landlord and tenant outside the statutory tenure, will be almost as necessary as the new statute.

The form of the land law in future.

104. The question will be asked—if all that is here proposed were now enacted, will the tenants be satisfied, and will Ireland be pacified? Upon this head it is well to use no strong or sweeping language of anticipation. The habit of agitation, to which the existence of just grievances has given a plea, is not unlearned in a day. There are many to whom the concession of justice, as we deem it, will seem only the extortion of an instalment, from the fears of the legislature, of what may yet be obtained by pressure; and such, no doubt, will endeavour to continue agitating, some in the conviction that they are acting patriotically, some from less worthy motives; but the great mass of cultivating tenants, we believe, will be satisfied with the concession of the statutory tenure here proposed. There is a familiar saying, “That it is better to give a man the whole of what he ought to have, than the half of what he asks for.” We have endeavoured to put forward a scheme which shall avoid the error of making up for giving one man too little by giving another of the same class too much. We are aware that many circumstances, many rights, and many grievances, some of them, no doubt, all-important to particular individuals, must have been overlooked. We have not attempted to offer suggestions for the solution of all the difficulties that may arise. It will have been enough if we succeed in strengthening the argument for attempting a solution, in all cases, upon these two principles—to do equal justice patiently between man and man, and to recognize by legislation the abiding and prevailing traditional sentiment that the cultivator has a property in the soil he cultivates, to which, in past ages, legal recognition has so unfortunately been denied.

Prospects for the future.

(Signed),

BESSBOROUGH

R. DOWSE

*O'CONOR DON

*W. SHAW

January 4th, 1881.

SUPPLEMENTARY REPORT BY THE O'CONOR DON.

The inquiry which we have been conducting during the last few months has been by the very terms of our Commission divided into two branches: the one relating to the working and operation of the existing land laws of Ireland; the other dealing with alterations and amendments in these laws. Upon the first branch of the inquiry I quite concur with my colleagues in the foregoing report; I also agree in several of the recommendations relating to the second branch; and although I differ on what may be considered, and what I myself consider very essential points in regard to the remedy proposed for existing evils, I have not felt myself debarred from signing a report with most of the views expressed in which I agree. In signing it I feel bound to state as distinctly and clearly as I can the points on which I differ, and in doing so it will be impossible for me to avoid entering into something like a criticism of the recommendations from which I dissent.

The first point to which I must allude, and which has not received, I think, the prominence it deserves is this—that not only is the ordinary occupying tenure of land in Ireland insecure, but the ownership of land is confined to a few. So far as the mere occupation of land is concerned I do not know that the position of affairs is worse in Ireland than in other countries; on the contrary, I believe it would be found that, regarding the occupier as a mere hirer of the land, his legal rights are superior, and his security greater, than in most other countries in Europe, whilst his practical rights—those recognised by the majority of landlords, and enjoyed by the majority of tenants—are in excess of the rights or the security ordinarily given elsewhere.

Ireland is peculiarly a land of numerous occupiers and a very restricted class of owners—hundreds of thousands of tenants and a mere handful of landlords; and this in a country where not only are the tenants very numerous as compared with the owners, but numerous as compared with the entire population.

It is estimated that there are about 500,000 tenants occupying land in Ireland—that is to say, 500,000 families—and setting down an average of five individuals for each family, this would give us at once 2,500,000 persons, or about half the population, directly connected with the land, as occupiers of the soil; and if to these we add all the outside relatives of these families and all persons dependent on them, such as the small country traders and dealers, it will at once appear that the strength of this class is irresistible; that their views and opinions must be the views and opinions of the country; and that no matter what the law may lay down, no matter what rights it may give against them, such rights, if not acquiesced in by them, can never be universally enforced without giving rise to a revolution.

We must also bear in mind that these people are now educated, that they practically possess the highest political power, that they are all able to take an intelligent view of their own position, and that the view they are likely to take will not be one disadvantageous to themselves. If Ireland were not united with England, if she were left to herself, there can be little doubt, I think, that with or without compensation, the existing rights connected with the ownership of land would be swept away or greatly restricted; whilst, on the other hand, if we had some hundreds of thousands of owners replacing the existing 10,000 landlords, instead of restriction on transactions relating to land, we should have a demand for the most perfect freedom of contract. From this it seems to me to follow that if we are to get to the bottom of the real difficulty of Irish land tenure, and if we are to settle it on any real permanent basis, it is not merely the relations between landlord and tenant that have to be considered and adjusted, but whether these relations should be continued to the same extent as they now exist, and therefore, I fear that any Act based merely or mainly on proposals to modify the conditions under which the occupier is brought into relation with the owner, will be only like the Act of 1870, a mere temporary expedient, fit for a transition period, but containing within itself the seeds of failure as a permanent settlement. Another slice, and a very large slice of what is now recognised as the legal property of the owner, will be taken away without satisfying the occupiers, and above all without establishing any just principles on which this transference of property should take place. Under these circumstances, I am obliged to dissent from the recommendation which places compulsory fixity of tenure in the first rank, and merely deals with occupying ownership as a slow and very secondary alternative. The establishment of a peasant proprietary or occupying ownership, first, with facilities for voluntary arrangements for fixity of tenure in certain cases as a subsidiary measure, and compulsory fixity of tenure and adjustment of rents as a last resort, would be my remedy. Before stating how I would propose to carry this out, I must deal with

what I consider the serious objections to the scheme from which I differ, and in doing so I desire to deal with it generally, as submitted to us by the witnesses, and not merely as recommended in the report—

- 1st. I believe it would be extremely difficult, if not impossible, justly to carry it out.
- 2nd. Even, if established, it would not give a satisfactory tenure.
- 3rd. If made the general rule of the country it would be but the starting point for a new and most formidable agitation.

And lastly. If extended to future lettings it could not be maintained or upheld without the most disastrous legal interference with, and legal restrictions on, matters of everyday life which I could never approve of.

Obviously fixity of tenure would be an absurdity without some control over rent-raising. To give the occupier the right to fixity of tenure and, at the same time, to allow the owner to charge what rent he pleased, would be to do nothing effective, as, in the words of the Report, it would be nugatory and absurd to confer on the tenant a proprietary right of which the value depended on the will of the landlord. Indeed control over rent is what has been most called for by the witnesses who came before us, and rent-raising, rather than eviction, has been the great grievance complained of. Although we might have "fair rents" without "fixity of tenure," we cannot establish "fixity of tenure" without "fair rents;" and it is in arriving at fair rents that I think the greatest difficulty will be found.

Fixity of tenure at fair rents has, no doubt, received the sanction of the majority of the witnesses who appeared before us, and the principle involved in it has been supported by many landlords as well as tenants. In short, a sort of general consensus of public opinion in its favour has been claimed for it by its adherents. Unanimity of opinion which is based on such general terms as "fair" and "reasonable" may not, however, be so very real when we come to test the meaning placed on these words by the different persons using them. Can it, for instance, be truly said that there is any unanimity of opinion between the landlord who upholds fair rents, and the advocate of the tenants' cause who holds the same ostensible doctrine, but who thinks that the fair rent of land, which a hundred years ago was reclaimable waste land, should be calculated on the assumption that it was still in an unreclaimed condition, unless the landlord could prove that all the improvements that had been made in it, had been executed at his expense or that of his predecessors? A large proportion of the witnesses on the tenants' side have told us that they consider Griffith's Valuation, as it is called, quite a sufficiently high standard for a "fair" rent, and numbers of them told us that they considered it far too high, although that valuation was made on a standard of prices exceptionally low, and under circumstances in which it was the interest of everybody, both landlords as well as tenants, to keep it as low as possible.* Again, rents that have not been increased for twenty, thirty, or even forty years, have been protested against as rack rents, and even where large sums have been paid for the tenants' interest at those rents, they have still been represented as far above the standard of fairness.† Is it likely that this is the meaning placed on the same term "fair" by the landlords who have advocated it, and is it not pretty certain that "fair rents" if established must disappoint one side or the other?

Morton, 4684-6, 4731; M'Kenley, 11762; Doherty, 40129; Norris, 10262-7.

It is of course proposed by every advocate of the system, that arbitrators, or a court of some sort, should be established for settling all disputes as to rent, and it is expected and hoped that the cases which would be brought forward for settlement would be few and far between, that disputes as to rent would only gradually arise that, so arising, the decision of the arbitrators or courts would become precedents, and the principles of these decisions becoming generally known, some cheap and summary way of settling disputes as to rent would be resorted to in all ordinary cases. Were we dealing with the land question in ordinary and quiet times, when the prices of farming produce were up to their ordinary standard, and farming profits were in their normal condition, there might be some foundation for these expectations, although, even then, I doubt whether the passing of such a law would not lead to a general commotion, but in the present state of affairs, the making of an offer to all the tenants of Ireland to have their rents fixed by arbitration must, I apprehend, lead to a general demand for this. If this arose, where could the competent and trustworthy valuers or umpires be found? To estimate correctly even the fair commercial letting value of land is not an easy task.‡ The valuator, or in case of arbitration, the umpire, to be competent should be a local man, having local knowledge of the particular land he is asked to

* Everitt, 2575-2615; Flanagan, 9658; Leonard, 21483; Hogan, 23798; O'Connor, 24600; O'Sullivan, 24968; Lane, 26539; Carnegie, 15413; Corbett, 23892; Clements, 38643; Marum, 35907; Tracy, 36316; Howley, 36054; Smollen, 36908; Higgins, 13330; O'Sullivan, 28987; M'Elroy, 4582; O'Donoghue, 25052.

† Sullivan, 22716; M'Loughlin, 15483-5; Healy, 15460-3; Flynn, 13468; Higgins, 13319.

Roche, 28803 ;
M'Cormick,
36127 ;
Coriscaddan,
38295.

Hill, 3126-30 ;
Caldwell,
10551-2 ;
Ashe, 12007-8 ;
Clements, 38609 ;
M'Crea, 38462 ;
Lord Ventry,
35169.

Derham, 2462-3 ;
Hill, 3144 ;
Alexander, 8722 ;
Hanna, 8940.

value, of its past history, and its capacity for production as tested by experience; and if he be a local man he can scarcely be free from local prejudices, local feelings, and above all, from local suspicions. With this local knowledge, he must possess thorough independence of all classes, and must be placed above the range of either bribery or intimidation; and one of the first and great difficulties will be to find a sufficient number of men possessing these qualifications. Supposing a sufficient number of these men were got they cannot be left without some general principles to guide their decisions, if they were, there would be no end to the dissimilarity in their judgments. Already, the greatest complaints are made in regard to the decisions of the County Court Judges, on the ground that different Judges take different views, and that there is nothing like similarity amongst them; but the differences of opinion between men as to the value of land, if left altogether to themselves to decide it, would be tenfold greater.

Arbitration or reference to a court for settling rent may work very well where it is entered into voluntarily, where both sides know that it is voluntary, and where, consequently, there is no temptation to make any exaggerated demands on either side, but compulsory arbitration would almost always mean settlement by the umpire. The fact that compulsory arbitration for settling the value of land already takes place and works, on the whole, satisfactorily, may be quoted as a proof that the system might easily be extended, but there is a most essential difference between these arbitrations and arbitrations for settling rent. Where compulsory arbitration now exists the whole feeling of the community is in favour of the person, whose property is being taken away, getting not only the value, but something more than the value for that property, and this is recognised by the public company or other body that is purchasing. In the question of rent the exact converse would be the case, and there the general public feeling would be against the person compulsorily dealt with.

The ordinary difficulties of estimating the value of land are also enhanced by the proposal, sanctioned by most of the witnesses, that the improvements, effected at any time by landlord or tenant, and any payment made for the tenants' interest should be taken into consideration. Any one of these questions in itself may lead to no end of trouble. Take for instance the question of improvements. We know that this question has given rise to an immense amount of dispute and litigation even under the present Land Act; but this can scarcely give us any idea of the disputes that may, and I think must arise, if from the valuation of the land is to be excluded any value added to it by the occupier. How it will be possible to estimate this I am at a loss to conceive, and the justice of its universal application seems to me more than doubtful. The records of the land courts show the extravagant character of the claims made for improvements; but if we are to go back to an indefinite period as recommended by some witnesses, or even for thirty-five years, as mentioned in the Report, the field for dispute and litigation, and doubt and difficulty, will be immensely enlarged.

With respect to some land, no one could really tell except by a guess, what its value ought to be with all these deductions. Whether the improvements are to be calculated at what they cost, or on their results, or on both; whether they have been made by the landlord or by the tenant, are all questions on which difficulties must arise. It seems to me it will be impossible to separate into two distinct classes the value of land arising out of its inherent qualities, and value added to it by works executed thirty or forty years ago, and the effect on particular farms of such general improvements as road making, main drainage, &c., will be most difficult to determine. Even taking such an ordinary, well defined improvement as building a tenant's house, a question may arise whether the letting value of the farm is increased in proportion to the cost of the house. Then there are other classes of improvements, such as those executed by loans under the Board of Works, where the tenants have paid all the instalments, which will certainly give rise to contention unless their ownership be clearly defined by law. It has been held by many witnesses that these ought to belong to the tenants—although it was to the landlord the money was lent—although he undertook all the risk, and although, if properly carried out, the land itself, by its improved value, should have more than repaid the annual instalments.

I will not dwell upon the difficulties arising out of payments made to previous occupiers for their tenant-right. These payments have, in some cases, exceeded the full value of the interest of the owner in fee, and they cannot be justly excluded from the calculation of rent, but how far they should be allowed will be a matter of no little difficulty to determine.

We have next to consider at what standard is the fair rent to be calculated. I do not think we should be justified in recommending a general compulsory system of valuation rents unless we were agreed as to the principles on which it should be conducted. It would not be worthy of our position to recommend it in the same loose and general way in which it has been recommended to ourselves. This would be but shifting the

difficulty which we ought really to face, and would render our Report on this point almost worthless. There is no paragraph in the Report in which I more thoroughly concur, than that which states that a fair rent, as understood in Ireland, means a very different thing from a full, fair, commercial rent, as understood in England. It is well clearly to understand the full force of this admission. The fair rent must be something less—I am bound to express my own opinion—it must be something considerably less than the fair commercial full letting value of the land. To impose the adoption of this rent upon every owner would, in most cases, mean, not the deprivation of a mere sentimental right, but the deprivation of very tangible property, the safe enjoyment of which had, in some cases, been lately guaranteed by law. Private rights, I know, must give way to public necessities, but in all cases where clearly recognised rights have been taken away, rights which were given or purchased without any qualification, the withdrawal of the rights or the valuable property they represented has been accompanied with compensation.

Can it then be said that a landowner in Ireland, who has let his land up to the full and fair commercial value, or who purchased the land when let at that standard, and has since upheld it, has committed any moral wrong, or that his rent is an unjust one? One class of owners of land have, I may say, been almost wholly unrepresented in the evidence given to us, not through any fault of the Commission, for we were ready to hear them if they came forward, but through their own abstention. I refer to the small and new purchasers in the Landed Estates Court. They are not a very popular class, probably not a very deserving class, they may have kept away because they might not have been able to defend all their actions, but they represent, very often, thrifty, hard-working, Irishmen, who have, by dint of hard work, laid by a competence which they have invested in land in their own country, and to many of these men such an enactment as lowering their rents to the standard at which an easy-going, affluent, and old proprietor was satisfied to let his land, would mean absolute ruin.

Keane, 35799.

Whether this would be just or unjust, and whether it should consequently be accompanied with or left without compensation really depends on the question whether a full fair commercial rent is in itself an injustice, and it requires a stronger argument to prove this than a statement of the fact that large and wealthy proprietors have been content to do with less. Again, what would be a fair rent at one time would be unfair at another. Had rents been adjusted four or five years ago, when the times were prosperous and farming profits were high, there can be little doubt such rents could not now be kept up, whilst if they had been adjusted in a time of depression, no matter how low, they could not be raised. The bargain would thus not be an equal one, the very same forces which now exist to control landlords from exercising their full legal rights would control the exercise of any new ones, but it certainly could not be beneficial to the country, and I cannot think it would be satisfactory to the occupiers to have to look forward to periodical strikes against rent, or demands for abatements in the future as in the past. Such a system is degrading to the tenant, injurious to the landlord, and demoralizing to the country, and, therefore, I believe that wherever the relations of landlord and tenant are to be maintained at valued rents, these rents must be low, and if they are to be variable, some self-acting principle such as is involved in the Longfield lease would be preferable to periodical revisions.

It must not either be too confidently expected that those who are known as good landlords will not take advantage of any rights left to them under the proposed new law. There is scarcely any proprietor who will not find if he takes the rents over all his property and strikes an average that some rents should be raised and others lowered, and if it be the right of individual tenants to claim this average it can scarcely be doubted the landlord in the other instances will claim it also.

One necessary effect of such legislation as is now proposed and of all attempts to regulate by law matters which had heretofore been left to voluntary arrangement must be to make every one assert more vigorously and carefully the rights and privileges which are either left to him or conferred on him.

This has already been one of the effects of the Land Act of 1870, and that the same effect will follow from further legislation we can scarcely doubt. Give the tenant compulsory fixity of tenure at rents valued by law with the right of free sale and the race of good landlords as well as of bad landlords is gone, and in place of both there will be the statutory landlord until such time as he becomes so obnoxious that every well-wishing man, including himself, will desire his extinction.

These are some of the difficulties which will arise if universal compulsory valuation of rents be determined on, and they are by no means imaginary difficulties. Examples of them all have been brought before us. That they have not been overlooked in framing the recommendations in the Report from which I dissent, I frankly admit. An

Marmion, 12655;
Hart, 12815;
M'Goldrick,
15285; Sullivan,
22716; M'Lough-
lin, 15183.

endeavour is there made to take the existing state of things as far as possible as a starting point, and the recommendation that rents, which have been regularly paid during ten years out of the last twenty, should be regarded as fair, and should not be subject to immediate revaluation, except under special circumstances, would go a long way in meeting many of the difficulties I have suggested. Remembering that many of the rents objected to before us, were rents arranged more than twenty years ago, I fear that the adoption of this principle will itself give rise to new difficulties and inequalities; but, nevertheless, if the scheme of fixity of tenure, and valuation rents be made general and compulsory, I believe some such principle must be accepted. Indeed, if I believed the tenure itself a satisfactory one, I would not feel bound to urge the difficulties against its adoption as strongly as I have done, and where it is necessary to have recourse to compulsory valuation of rent, I believe the scheme embodied in the Report as good a one as can be suggested.

Lefroy, 39210;
Browne, 35193.

This brings me to my second objection, namely, that the proposed tenure would not be at all a satisfactory one. It has been suggested to us in a twofold character. It may be a perpetuity at a fixed rent, or a perpetuity at a variable rent. If the former, the landlord is changed into a mere annuitant or rentcharge owner. He will no longer have any interest in or power over his property, his sole connexion with it will be to draw out of it a certain fixed payment each year. The nominal owners having no other connexion with their property, absenteeism will most certainly increase, and in a very short time this payment to the landlords will be regarded as a huge tax paid by the multitude for the benefit of a few, whose names will, in many instances, be scarcely known to the occupiers of the soil. If, on the other hand, the perpetuity be at a variable rent, and that certain general rights are preserved to the landlord, the property may be of more value to the owner, but it will equally be very precarious in its character. In its origin it may not correspond to a copyhold, but if all the occupiers of land in Ireland who now hold as tenants from year to year held under this tenure, there can be little doubt that before long they would all combine to have it changed into a copyhold, and if they did so combine, it would be impossible to resist the combination. Perpetuities at variable rents wherever they have been tried have failed to give satisfaction. The Trinity College leases form a notable example of this. There the tenants having fixity of tenure and free sale with variable rents, adjusted according to the prices of agricultural produce, are wholly dissatisfied with their position. The tenure has not led to improvements, and is regarded as so objectionable that a private Bill is about being promoted in Parliament to change the variable rent into a fixed one.

Divided ownership cannot, I think, be a desirable tenure universally to create, although where it is in existence or entered into voluntarily it may not be desirable to interfere with it. That it would be an improvement on the present system and a stimulant to exertion on the part of the occupier, I admit, although it would not be so great a stimulant as actual ownership, but so far as the landlord was concerned it would be a bar to his doing anything for the land. The owner would be deprived under this system of the real position of an owner, whilst the occupier would not have gained that position. The magic influence of ownership would be taken away from both parties, no one would feel that he was owner, and one of the strongest incentives to exertion would be done away with.

What would be the value of the perpetual or variable rent to the owner, is also a matter which has to be considered, and unless it were adjusted at a low standard, I fear it would be almost unsaleable. A perpetuity rent, even of the most secure description, where the rent is low and what is known as the margin of security very considerable, does not now sell, and never has sold, at anything like the same rate of purchase as higher rents accompanied with absolute ownership. A perpetuity rent near the fair letting value of the land would, in reality, be subject to all the variations and fluctuations of the times, so far as they told against the owner, whilst he would be debarred from any corresponding advantage when they told in his favour, as his hands would be absolutely tied for ever, or during the continuance of the first term of the tenure.

Warnock, 10348;
Roberts, 33578.

This is not mere theory, it has been practically developed and proved by what has lately taken place in Ireland. By the free will of the landlords on several estates a practical perpetuity tenure at moderate rents has been established, and yet, to the tenants holding at these moderate rents, abatements have had to be made just as in other cases. If a perpetuity rent of any sort is to be established, I therefore hold that it must be at a very low standard.

In the next place this system if universally, or even generally, established, would be but the stand point for a new and most formidable agitation—this follows almost necessarily from what I have already written. If the tenure would not give satisfaction to the occupiers, it certainly would not have diminished or decreased their strength. I

the same relationship as to numbers between owners and occupiers were to exist in the future as they now exist, the struggle for absolute ownership would continue all the same. The variable rent would, most certainly, have to be changed into a perpetuity which, in its turn, would have to give way to ownership. Having gained so much at a time when comparatively weak, can it be imagined that when strengthened with more than half ownership, they would desist in the efforts to get the whole, or that the whole could be kept from them? What would be left to the landlords, even if the rents were to be variable, would be very little worth fighting for. The first assault would be to turn them into perpetuities and this being done, their extinction would be but a matter of time.

Lastly, such a system could not possibly be kept up with regard to future lettings without legal restrictions and interference which would be mischievous to all parties concerned, useless for the purposes for which they were created, and, in the end, intolerable to every one. Whether just or unjust it would be quite possible at once to make all the occupiers of farms in Ireland hold by a fixed tenure, and at a rent arranged by valuation, but, to extend this to future lettings, would be quite a different thing. If a man has now a holding of land in his own possession, and if he be free to hold it or to let it, it will be found in practice impossible to prevent his getting its full market value when he lets it. Just as the landlords in the north of Ireland who have tried to limit the price of the tenant-right have failed to do so, money being paid outside the office in excess of that given in presence of the agent or landlord, so would the law fail which attempted to fix the price to be paid for the hire or use of the land. Just as the usury laws failed, so would this law fail, and, instead of benefiting the persons intended to be benefited, the result would be just the reverse. Applied to future lettings the establishment of these restrictions would be a step backward instead of forward—instead of freeing the transfer of land from difficulties, they would create new ones, and the system could not possibly last.

Even still more objectionable would be the proposal of fixity or perpetuity of tenure as applied to new lettings. I cannot justify the principle that a man should either keep land in his own possession or part with its occupation for ever. This, in practice, would be found intolerable. In the words of Judge Longfield, the public would not long bear a law which prevented two men from making a bargain, just in itself, useful to the public, and profitable to both parties. A. holds a farm which he wishes to let for a short period; for this purpose he is willing to let it at a lower rent than if he let it for ever. B. just wants such a farm, and it suits him better than paying a higher rent or a large fine for a longer tenure. Will it be tolerated that the law should step in and say this cannot be permitted, and either A must continue to work his farm in person at a loss or give it up for ever, and B must do without its temporary use or pay a heavy fine which he is unable to raise. The scheme of fixity of tenure and valued rents must be applied only to existing tenancies. Its application to them may be necessary and justifiable, but with this its existence must cease, and once it has established a large number of the occupiers in secure occupation of their farms it must give place again to freedom of contract.

For these reasons I have felt obliged to dissent from some of the most important recommendations in the Report. They seem to me to fail in having any lasting basis to stand upon; but mere dissent from them does not solve the problem. The difficulty we have really to face is this: we want to confer on the tenants of Ireland valuable rights which they do not now possess—rights possessing a considerable intrinsic and money value, which the occupiers are not able fully or immediately to buy, and which cannot be justly taken from the existing owners without some option or compensation. Is it possible to reconcile these two interests without injustice? It seems to me to be so, but not without the interference of the State, and the very considerable interference of the State, in the way of advancing money. I believe that with a combined system of voluntary arrangement between landlord and tenant for fixity of tenure, at either perpetuity rents or variable rents and compulsory sales, the problem can be met.

The objections I have urged against the compulsory and universal extension of the principle of fixity of tenure with valuation rents do not apply with so much force to cases in which this is a matter of arrangement between the owner and the occupier. When the owner and the occupier mutually agree as to the terms on which perpetuities or any other form of tenure are to be granted, or when they agree to refer the decision to any court, tribunal, or arbitration, I think the difficulty of settling a fair rent is greatly got over. I have already stated that the rent must be a low rent; and as I believe it would be desirable in many cases to promote arrangements between landlords and tenants, I think that money might be advanced by the State on the security of the land to

enable tenants to purchase perpetuities at low rents from the owners ; and I recommend this not as a secondary or subsidiary proposal, but as the chief means of establishing fixity of tenure at fair rents in such cases as it is desirable to establish it. Another means would be to provide that where the rents are already low, if the landlord and tenant agree to a long term at that rent, the landlord should be entitled to be paid a certain proportion of the purchase money of the tenant's interest on the occasion of its first sale. It would, I think, be manifestly unjust, taking as an example the Province of Ulster, to give to tenants on estates there, where sales had not been previously allowed, the same rights and privileges as where they had been allowed. The present occupier on one estate may have paid 20 years' purchase for the good-will of the farm, the occupier on another nothing, or he may have been limited to three or four years' rent ; the landlord on one estate may have had all old arrears and bad debts paid off through the tenant-right, the landlord on the other may have forgiven these debts in order to have a tenant with capital coming into his farm ; and it would not be fair to treat the one man in the same way as the other, and to allow both, without increase of rent, to sell their farms to the highest bidder. At the same time, any immediate raising of the rent on the farm where the tenant had not paid for tenant-right would be productive of mischief and dissatisfaction ; and as it is desirable to have rents kept at a low standard, this could be accomplished better by entitling the landlord to a portion of the purchase-money on the first sale of the tenant's interest.

Perpetuity of tenure at low rents, rents considerably under the full letting value, may be sufficient in a number of cases to meet the wants of the country, and where the landlord was willing to grant these, he should be encouraged to do so ; first, by advances to the tenant to enable the tenant at once to purchase it ; secondly, if the tenant did not purchase at once, by entitling the landlord to receive payment for it on the occasion of the first sale of the tenant's interest ; thirdly, by securing the landlord in all pre-existing arrears, and by giving very quick, sharp, and decisive remedies for the recovery of rent, or possession of the land where the rent was not paid.

But this, after all, I would consider but a very small portion of the scheme that would be required. Absolute ownership is what must be looked to as the essential element of any really effective proposal, and I do not think that in order to bring this about it would be necessary to have universal or even general compulsory expropriation of landlords. If landlords were given merely the alternative of granting the perpetuities proposed in the report, or submitting their estates for sale, I believe it would be found there would be ample field for creating occupying ownership. To every tenant of an agricultural holding, with certain exceptions to which I shall refer hereafter, I would give the right to demand the fixity of tenure and fair rents suggested in the Report, and if the landlord refused to grant it, I would compel him to sell to the State. The State having purchased, should then if possible, sell outright to the occupier and establish absolute ownership at once, or should create a tenancy convertible into absolute ownership at the earliest possible date. I believe this could be done without any loss to the State, without the assumption of any undue responsibility, and without sacrificing those private rights, which without some such system, will and must be sacrificed.

Except in this indirect way, I do not propose any compulsory sales. Compulsory sales in certain cases have been advocated by some of those who have appeared before us, but it strikes me it is not so much compulsory sales as compulsory purchasers that would be required. No one, I presume, would say it would be just to compel any proprietor, whether individual or corporation, to sell, unless he or they were secured in the full value of their property.

In every proposal that has been mooted in regard to compulsory sale, it is always presumed that the State, which for the good of the public, compels sale, will step in and purchase on behalf of the public, and that the seller will get the full value of the property. If this be secured to the seller I do not see any unwarrantable interference with his right in compelling him to sell, especially if this be accompanied with the alternative of granting to his tenants that security of tenure, which looking to the general good of the country seems to be required. Certainly an owner with this option presented to him is not at least in a worse position than if he were compelled without an option to give the tenure above referred to, and therefore, so far as the owner is concerned, he would have far less reason to complain of unjust interference with his rights than if he had forced on him, without any alternative, the granting of the perpetuities.

There is, no doubt, involved in this a very much larger question than the rights or interests of the owner, and that is the responsibility of the State ; and the question arises, whether if all the owners of land in Ireland were willing to sell their estates

at their fair value, the State ought to become even the intermediary purchaser, and buy them up with the view of selling them to the occupiers, or making these occupiers tenants on tenures that would be more conducive to the good of the public at large. There is also involved in this the ascertainment of what would be the real fair selling value of the property; and it may be urged it would be as difficult to ascertain the fair selling value as the fair letting value, that the one hangs upon the other, and that all the difficulties I have enumerated, in regard to settling the fair rent, would have to be encountered in settling the fair selling value.

With regard to the first question—the responsibility of the State—I think it is to be regarded in two aspects. First, Is it a just responsibility? is it one that the State ought justly to undertake? Secondly, Is it likely to be of an overwhelming character? With regard to the first point it seems to me to be a most just responsibility. The position of affairs is this:—Under the existing law certain persons, called landlords, have the ownership of the land of the country guaranteed to them. They have certain rights in that land, as owners, which it is considered expedient for the public good to do away with; and if the deprivation of these rights depreciates the value of their property, it is in accordance with all the practice of British legislation to give compensation to the persons deprived of these legal rights, or to take up from them their property at its pre-existing value.

If the granting of the new tenure would not depreciate the value of the landlord's property, there could be no great risk involved in taking it off his hands, granting the perpetuity, and then re-selling to the outside public. Until the last year or eighteen months there was no lack of purchasers for Irish landed property when put up for sale; and if the new tenure gave satisfaction, and that it did not materially depreciate the value of the owner's property, there would be no great responsibility or loss involved in buying up all the property offered for sale under such circumstances. In any case it seems to me that the change in the position of landlord and tenant being effected for the public good, and not for the good of the individual owner, any loss, should loss arise, should be borne by the public; and that therefore the responsibility is one that might justly be accepted by the State.

It has been suggested that this responsibility would be of enormous magnitude. I cannot join in this apprehension. I do not believe that all or the great majority of the landlords of Ireland, sooner than grant fixity of tenure at valued rents, would rush in and demand that their estates should be purchased. But if there were grounds for this apprehension, nothing could more clearly show the adverse opinion entertained by these owners as to the effect which the new compulsory tenure would have on their relations with their tenants. It must also be remembered that the utmost responsibility accepted by the State, even in such a case, would be an obligation to grant this very same tenure to the occupiers; and if the tenure did not depreciate the value of the property there surely could not be much risk in the transaction, as the State, having granted the perpetuity, could at once re-sell to the highest bidder.

We have had a great number of landowners before us, and very many of them have expressed themselves most decidedly hostile to anything like compulsory sales, but quite satisfied to give fixity of tenure. A landlord committee has been formed in Dublin, and has formulated a scheme for the settlement of the land question; and it is based on fixity of tenure, and compulsory sale recommended only in regard to particular estates belonging to corporations.

I cannot suppose that all this is mere idle talk, and that if the owners had the two options presented to them they would all prefer that which they have openly denounced rather than what they have advocated. There are, moreover, a large number of landlords who could not sell without seriously diminishing their incomes. The owners of life estates, for instance, who would have to invest the money arising out of the sale in some Government securities at some low rate of interest; and to such as these granting of perpetuities, at either fixed or variable rents, would be preferable. But whilst I do not think the granting of the alternative would lead to universal or very general sales, I am certainly of opinion that it would bring a very large quantity of land at once into the market. If I did not think so I would not defend its being tried; and it is mainly because I feel convinced that it would at once enable the experiment of occupying ownership or peasant proprietary to be tried on a very large scale that I recommend it. The experiment, so far as it has been tried in Ireland, has, I think, been a great success. Evidence was given to us, showing that the vast majority of the owners created under the Church Act and the Land Act have been prospering, and are contented; and the year which we have lately passed is one which must have severely tried the system. On all sides tenants, holding at the most moderate rents, were receiving abatements, arrears were growing apace, and

Intyre, 10774 ;
 nnison, 10922 ;
 oughrey, 11130.
 uslett, 11823 ;
 ments, 38633 ;
 Brien, 32734 ;
 uth, 38458 ;
 'Causland, 9271 ;
 nningham,
 36 ;
 own, 9825 ;
 ennan, 10068 ;
 arnock, 10345,
 354 ;
 orrison, 10388 ;
 mble, 10895 ;
 tzgerald, 24296 ;
 sche, 34300-3 ;
 ner, 36579 ;
 ingle, 36776 ;

rent-paying in many cases had altogether ceased ; yet no abatements were made to these purchasers, and the remarkable fact remains, that out of a rental, largely paid by very small occupiers, only 10 per cent. of arrears appeared to be due to the Church Commissioners at the end of the year 1879, and the whole of this they expected to recover. In some individual cases the purchasers have failed, some have sold their purchases, others are in debt, and will have to sell. This was to have been expected ; but these cases are the rare exceptions, and that they should be so few after such trying times, and that those few should leave their holdings quietly when they found themselves unable to retain them, are the strongest arguments in favour of the system.

I consider the option of sale, or offer to purchase on the part of the State, the most important portion of my proposal, and by itself I think it would accomplish much of what is wanted. Quite apart from the disadvantages arising out of insecurity of tenure on the part of the occupiers, I believe the disadvantages of having the ownership of land held by a mere handful of the population are in themselves most serious. Security of tenure has long been the demand of the occupiers ; it will soon be the turn of the owners to cry out for the security of their tenure, and their security will be most unsafe unless it be largely participated in by the mass of the population which now really governs the country.

In undertaking such a purchase, the State must of course be secured against having to pay more than the real value of the land, and one of the first conditions ought to be that the purchase-money should not be of a character to tempt the owner to part with his property mainly with the view of getting a fancy price for it. In arriving at the value of an estate offered for sale it would not be fair to proceed altogether on the basis of the existing rental, and, therefore, it would be necessary in some cases to have a valuation of the land irrespective of that rental, and here we may have to meet with the same difficulty as would arise in valuing for a fair rent. The difficulty is undoubtedly of the same nature, but not at all to the same extent. The valuation of a rent for the purpose of purchase will be found much more easy than a calculation of rent for the purpose of an annual payment. One of the greatest difficulties in arriving at a fair rent as between landlord and tenant, on a uniform scale all over Ireland, will be that such uniform scale would necessarily result in many raisings of rents. This difficulty certainly will not exist to the same extent, and it may not exist at all in regard to lands purchased by the State, and that because the State can afford to take much lower rents than anyone else, and to do this without any loss. The difference in the rate of interest at which the State can raise loans and that required by any private individual being the explanation.

This may be illustrated by an example : Let us take the cases of two holdings on different estates of really the same value—the one let at £90 a year, the other at £110—the true letting or fair rent of each let us suppose to be £100 a year. If perpetuity of tenure at fair rents were to be established, the one tenant's rent would have to be raised £10 a year, whilst the other would be lowered £10, and even if this gave satisfaction to the one man the other would be certain to be dissatisfied ; but if instead of this the State were to purchase the two holdings at $22\frac{1}{2}$ years' purchase of the fair rent, and to charge interest say at four per cent., there would not be the same dissatisfaction. Each holding would cost £2,250, and four per cent. on this would equal £90, so that the one tenant would have his holding for the future at the same low rent as before, and the other would have a very considerable reduction—from £110 to £90.

'Grath, 20147 ;
 avoren, 21386-9 ;
 'Neill, 38574-6 ;
 roule, 38393 ;
 ilmartin,
 990-2.

I believe that in order to become the actual owner of his holding, the occupier would be willing to pay a larger sum than for a perpetuity lease, and that there would be less dissatisfaction at the rents being fixed at their fair value in such cases, than where the occupiers were still to continue as tenants. Again, there is something in the very certainty of the amount which has to be paid or received which renders it much more easy to determine than if it is a recurring payment in the future. A lump sum paid down at once as the price of a commodity is much more easily arrived at by arbitration or valuation than a periodical payment for the use of that commodity. Averages also could be taken more easily into account in the one case than in the other. The selling value of land should be ascertained by taking into account its average value over a certain number of years. It would not be fair either to the seller or the purchaser to calculate on an exceptionally high year or an exceptionally low one. The same principle ought to apply in calculating the rent at which the land ought to let ; but it would be far more difficult to apply it. In estimating the present rent to be paid it would be impossible to give satisfaction by arranging it on the basis of an average of years, as such rent, at the present time, would appear too high, and, on the other hand, it would be unjust to fix it at the low standard of an exceptional period. If it be

granted that the land question in Ireland cannot be settled except on the basis of low rents or low annual payments, payments under the real letting value; and if this basis cannot be taken without loss to the owners, I think the interference of the State is absolutely necessary. It does not appear to me that the credit of the State would be injured even if a considerable sum of money should be lost in these transactions. Millions of money have been scattered broadcast in upholding the dignity of England in Abyssinia, in trying to teach the Turk a lesson of good government in Cyprus, and in attaining a scientific frontier in India, and yet the credit of Great Britain has not been impaired, and I am bold enough to believe that even if some millions were lost in pacifying Ireland the money would not be thrown away, nor the credit of the Empire lessened.

What I therefore suggest is, that a commission should be appointed, with ample funds guaranteed by the State, to purchase up, at a fair selling value, all the estates offered for sale by the existing owners; that, having purchased these lands, they should be resold to the occupiers wherever the occupiers could pay down in cash one-fifth of the purchase-money, four-fifths being advanced at annual payments, such as would extinguish the principal and interest in a given number of years, which I would suggest to be thirty-five.

Where the occupiers are not able to provide one-fifth of the purchase-money, they should either have perpetuity grants made to them of the lands at a fair rent, and these perpetuities should be sold to the public, or the perpetuity grants should be made to them at an annual payment which would repay four-fifths of the purchase-money, interest and principal, in thirty-five years; that this should be paid to the Commission simply as interest or rent, until such time as the first sale of the tenants' interest took place, when, out of the purchase-money, realized by such sale, the original one-fifth should be paid to the Commission, and that from that date the re-payment of principal should commence. I propose this mode of repayment because I believe that although many occupiers could not now, or at once, advance any portion of the purchase-money; yet, on the first sale of their interest in the land, ample funds would be forthcoming. In proof of this I refer to the enormous sums now paid for the tenants' interest in Ulster. Under this proposal, taking the example I have already given, if a holding worth £100 a year were purchased for £2,250, and the tenant was not able to pay one-fifth of the purchase-money, or £450, his annual payment should be fixed at five per cent. on £1,800, or £90, which should be regarded simply as interest or rent, until such time as the £450 was paid to the Commission, after which time the re-payment of principal should commence, the payment of the £450, if not previously made, being obligatory on the first sale of the occupier's interest.

The probable immediate results I would anticipate for this scheme are the following:—First, that a very large quantity of land would be at once brought into the market, and rendered available for peasant proprietary. Secondly, that the land so brought into the market would to a great extent be the property which it would be most desirable to take from its present owners. Thirdly, that these operations would not be confined to any particular district or portion of Ireland, but would be general, and make its influence felt everywhere. And lastly, that the absolute ownership thus conferred on such a large number of proprietors would have such a general wholesome effect, that even the relations between the occupiers and owners where sales did not take place would be greatly benefited. That a large quantity of land would, at once come into the market for sale, and that on very reasonable terms, cannot, I think, be doubted. But if, by any chance, this turned out not to be the case, I would be quite prepared to go further and compel sales. Where a property was incumbered to a certain proportion of its absolute value, I would compel its sale, and then the requisite amount of land for peasant proprietary could be easily got, but before having resort to this compulsion, the offer of general purchase should be first tried, and I cannot doubt it would be found quite sufficient.

In the next place the estates that would be offered for sale would be just those which it would be most desirable to have sold. Most probably if the alternative of granting perpetuities at fixed or variable rents to the tenants, or of selling to the State, were offered to all proprietors, the old established residential owners, between whom and their tenants, feelings of good-will had always existed, and who had always asked for only low rents and permitted practically fixity of tenure to exist, would come to an arrangement voluntarily, with their tenants, and would grant legally what they had previously been in the habit of allowing. Neither landlords nor tenants in such cases would like to part company. Some general rights of ownership, such as rights of shooting, rights over bogs, quarries and minerals could be reserved to the

owner, which would give him an incentive to retain his land even on the altered conditions. Lowness of rent and fixity of tenure being secured to the tenant, he, too, would be satisfied to remain in his present position.

The case would be different with the new purchasers; the men known as the rack-renters. Those who had no interest in the possession of the land, beyond that of getting the most they could out of it. They would be almost certain to sell even if they had to sell at a loss compared with the prices which they themselves had paid. The first loss to them would be better than a perpetual loss in getting only a low rate of interest for their money, and having all the expense and perplexities of collecting an unwillingly paid rent. Again, where estates were heavily incumbered, most probably an amount sufficient to pay off the incumbrances would be sold, and one of the greatest disadvantages of the present system where land is nominally owned by one man, and is in reality the property of another would be done away with. Outlying townlands, distant from the residence of the owner, and the estates of absentee proprietors who took no interest in their property, would probably be amongst the first to be sold.

This would also take place all over Ireland; it would not be confined to any particular district or county, and everywhere throughout the length and breadth of the land, occupying owners would be established, influenced by every feeling that actuates the human breast to maintain and to uphold the rights of property, a state of things which could not but affect even the relations between landlord and tenant where these relations still continued.

Of course in opposition to this the financial difficulties of carrying it out have to be considered. For the State all at once to become as it were the landlord of the majority of the tenants in Ireland would be a most serious responsibility, and if the occupiers were to refuse to pay the Government a very serious state of affairs might arise.

This is really not to be apprehended and it could be met effectually, if apprehended, by placing a limit on the price beyond which the State would not go in purchasing property. Assuming, however, as we are bound to assume, that a very large amount of property would be sold, where is the money to come from, and how is the repayment of interest and principal to be secured? I believe a great deal of the money could be found in Ireland itself. A large amount of money is now lodged on deposit at very low interest at the banks, and if land debentures were created, guaranteed by the Government, and bearing interest say at three and a half per cent., and issued for very small sums, I believe they would be largely taken up through the country.

In order to secure this it might also be provided that the landowners selling their property should take a considerable portion of the purchase-money in these debentures. What is wanted is not so much a large amount of money as the guarantee of the State, and if this were once given there would be little difficulty in finding capital.

The next question which arises is, Whether this could be safely given? If it were necessary that the Government should directly stand in the position of landlord to a vast number of occupiers, I think the objection would be a serious one, but here again I think local machinery might be introduced. The example of other countries might be imitated in this respect. In the evidence given to us by Lord Dufferin, the course pursued by Russia under somewhat similar circumstances was quoted to us, and by making some such local unit as the poor law union responsible for the payment of the annual instalment, I think this difficulty could be got rid of.

Dufferin, 33168.

The course which should have to be provided would be to transfer to the union authorities the duties of collecting the annual payment from the occupiers, and in default of payment by any individual occupier, to make the rateable property within the poor law union responsible, giving of course to the authorities the most summary powers of seizing and selling the interest of any defaulter.

The result of this proceeding would be, to make every occupier of land within the district, and every man who had paid his own instalment, interested in having the payments punctually made; and, instead of public sympathy running in favour of the defaulter, it would run in exactly the opposite direction. Moreover, every man who had invested his capital in any of the debentures, would also have a stake in the country, and become little desirous to see any revolutionary changes.

When once these perpetuity holders or occupying owners are established, other difficulties will still have to be met. Every one interested in the well-being of Ireland, must desire that some check should be placed on subdivision or subletting. Excessive subdivision of land has been in many instances one of the greatest curses of the country; yet it will be extremely difficult to prevent it unless the habits of the people change, and that greater intelligence and foresight is produced by the new position in which they will find themselves. Subletting might possibly be prevented during the time

that any instalment of purchase money was due to the State, and both it and subdivision should be strictly prohibited.

Theoretically, I am opposed to any unnecessary interference with the rights of the new owners, in disposing of their property, and practically I fear it will be next to impossible to prevent subdivision so long as the people themselves look to it as a means of providing for their families, and to a change in their habits and views we must look, in the long run, for a remedy.

One of the curious anomalies of the present state of affairs is, that whilst the Land Act places penalties upon subdivision and subletting, the common law of the country seems to encourage subdivision. The Land Act makes subdivision penal, and yet it has created a property, which, by the common law of the country, is divisible, in case of intestacy amongst all the children of a deceased tenant. When a tenant dies intestate, if the land be not divided amongst all the family, it must be sold and the profits of the sale divided amongst them, so that either division of the land, which is subject to penalties, or sale of the holding, to which the tenant has no right, should legally be resorted to in many cases. The difficulties arising out of this have been adverted to by many witnesses, and these difficulties will exist with regard both to perpetuities and ownerships, unless by law one person is made to inherit the whole.

This brings prominently forward a fact which is well worth noting, and that is—that with a perpetuity tenure and free sale, and a prohibition against subdivision, the land of the country, unless the law of primogeniture prevents it, will in a very short time be held at its full market competitive value. Landlordism, with its full rights, is the only system under which, in the long run, land, without subdivision, can be held by the occupiers at a less rate than its full competitive value. With free sale replacing the landlord's control, on the death of every occupier, where no will is made, either the holding must be subdivided, or it must be put for sale, or one of the family may get it, paying to the other members of the family its full market value.

As a check against sub-division it has been proposed that power should be left to the landlord to prevent it, either by ejecting the tenant or compelling a sale. It is worthy of notice, I think, that this very provision may have the opposite effect to that which is intended. It is intended as a check against sub-division, yet it gives to the landlord what may turn out to be an inducement to permit it. To him is still left the privilege of prohibiting sub-division on the part of the tenant, but this is a privilege which of course could be waived, in consideration of a money payment, and it may turn out that it will be the only real means left to a landlord of getting an increased payment for his land under a perpetuity at either variable or fixed rent. There can be little doubt that in many cases the tenant, anxious to sub-divide, would be willing to make a payment for it; and, under the nominal prohibition, there is, therefore, so far as a landlord is concerned, a sort of premium on sub-division.

Sub-division or sub-letting, where the State either directly or indirectly stands in the position of the landlords, will, I admit, be very difficult to prevent. It would probably be most effectively prevented by giving a legal right to the sub-tenant or persons with whom the land is divided, to claim the whole holding, but whether such a severe remedy as this would be thought just or expedient I do not undertake to determine.

If any of the proposals which I have recommended be adopted, it is scarcely necessary to add that very enlarged powers of sale must be given to limited owners, that the interests of remaindermen and mortgagees, will have to be carefully looked after, and that all the proposed proceedings will have to be carried out through a Court specially provided for the purpose. Even the establishment of these occupying owners will not be nearly sufficient if the laws relating to the charging and transfer of land remain as complicated and expensive as they are, and no reform of the Land Question in Ireland can be complete without a very great simplification of the law relating to land transfer. This in itself is such a large question, and it has occupied the attention of so many special commissions, that it would be impossible to deal with it properly here, although it is by no means one of the least important questions which have to be dealt with.

To recapitulate, then. The scheme which seems to me most likely to meet the present wants of the country is one, first, securing occupying owners on a large scale throughout every part of the country; secondly, securing a certain class of tenants fixity of tenure at low rents, with the right of free sale; thirdly, simplifying as far as possible the dealings in connexion with the transfer of land.

It remains now to be considered what class of occupiers in Ireland should be entitled to claim these rights. I do not think they should be granted at once to every accidental occupier of the land. I cannot recognise any claim founded on justice or even expediency coming from a man who hired the use of land a few years ago

In the conclusion of the Report I most cordially join, and although I may differ in some points as to what the Irish occupier most wants, no one is more desirous than I am that he should receive everything to which he is justly entitled, and no one is more decidedly of the opinion expressed in the Report, that unless the expected new Land Bill is a full and exhaustive one, going to the root of the whole matter, and settling it permanently, it would be better not to interfere with it at all.

O'CONOR DON.

10th January, 1881.

SUPPLEMENTARY REPORT BY W. SHAW, ESQ., M.P.

Owing to the early meeting of, and the important business that engages the attention of Parliament, I have not been able to attend the recent meetings of the Commissioners, to discuss the clauses of the report in detail. I think it necessary, therefore, to reprint the first suggestions I made as a basis for a report, with explanation. Had I been able to attend, I would have moved the omission of some clauses in the report, and the alteration of others; viz.:—clauses 31 and 32; the clauses dealing with the question of rent, clauses 48 to 56, inclusive; and several minor statements, arguments, and implications, scattered through it. But agreeing, as I do, with the main recommendation of the report, that is, the legalizing of the three F's, and a large scheme for establishing tenant proprietors, I sign the report.

I propose :

A. Land Tenure.

1. That no tenant of an agricultural holding in Ireland shall be disturbed in his holding by his landlord so long as he fulfils the conditions of his tenancy, viz., pays the rent, does not waste or dilapidate, does not unreasonably divide or sublet.

[This should extend to the whole of Ireland, and to all classes of agricultural holdings. I am opposed to the exceptions in the report and in the Land Act. Such exceptions are sure to work injustice, as with townparks in Ulster, which, before the Land Act, were subject to tenant-right. So with grass farms; in many cases they have been brought to their present state of fertility by the outlay of the tenant. The Land Commissioners (to be constituted under the Act now to be proposed), should have power to decide on any particular case or class of cases, such as natural grass lands and temporary lettings, whether or not they should be excepted. The Commissioners should also decide in cases where the landlord sought to resume possession. He should state distinctly the grounds, but in no case should it be allowed for the purpose of re-letting for agricultural purposes. In case the Commissioners decide in favour of resumption, they should award the tenant full compensation for his loss.]

2. That when a dispute arises between the landlord and the tenant of an agricultural holding as to rent, in case it is not settled by agreement or arbitration, the question shall be referred to the Land Commissioners who shall have at their disposal a staff of competent and experienced assistants.

3. That, in ascertaining what is a fair rent, they shall take into consideration the natural qualities of the land, the average prices for the last seven years of the articles principally produced on the farm, the cost of production, and any other circumstance that may affect its rent-paying power; also any outlay made by the landlord within ten years calculated to increase the productive power of the holding, and for which he has not been recouped in rent or otherwise, but shall not take into consideration any improvement made by the tenant in or on the farm; and that, as periodical valuations impede improvements, the Commissioners shall fairly value all just rights of the landlord, and fix a fair perpetual rent on the holding.

[It is clear from the evidence that the question of rent is the great grievance and difficulty with the tenant farmer, and there is a remarkable concurrence of opinion in favour of having some outside tribunal to arbitrate on the subject between landlord and tenant, when a difference arises. It is evident that Griffith's valuation could not be taken as a fair measure of rent all over Ireland without great injustice, both to landlord and tenant. Neither is it possible, if it were desirable, to make a new general valuation available for rent purposes. After giving the subject the most mature consideration, I am compelled to differ from the recommendation in the report, and, instead of periodical valuation, would fix the rent at once and perpetually. Periodical revision will leave the question still unsettled. We shall have periodical excitement; we should have tenants allowing the farm to run down at the end of the term; we should have improvements discouraged, and a strong feeling in the minds of the people, ignorant and suspicious, that in their revaluations the landlords would manage to manipulate matters in their own favour. There would be, moreover, a great and increasing difficulty for any valuers to disentangle and separate the separate interests and

elements of value. By fixing the rent you give the strongest motive possible to improvement. All doubt and uncertainty are taken away from both landlord and tenant. The one has a fixed income and fixed security, much preferable from any point of view, to a variable one; and the other can throw all his energy and capital into his farm, with the feeling of absolute security. It is objected that in fixing the rent thus you must value the landlord's prospective rights to an increase, and that this will lead to an advance on the present rent—this is not my opinion. Are rents likely to continue high, or to increase, as long as free trade legislation is not reversed, and in face of the immense and increasing imports from America? The sooner landlords realize the facts and necessities of their position, the better.

If, as I propose, the tenant is enabled to fine down the rent by money advanced to him at a low rate of interest, the landlord will be relieved, and the tenant's annual payments will be lessened.

Again, it is objected, you reduce the landlord to the position of a rentcharger by fixing his income; you remove all motive to exertion in the improvement of his estate. There are exceptions, but as a class landlords have in the past contributed but little to the improvement of the country. The land of Ulster has been won, by the indomitable energy and industry of its people, from the mountain and the bog; and the rental of Ulster has enormously increased within the century. So with the rest of Ireland. But the outlay of the landlords, even on their own showing, has been small. They have taken their share of, but have contributed little to national prosperity. In fact they have not been and are not able to do much; they are largely encumbered. You are not cutting off a class of improving capitalists from interest in their property; and they still have a strong motive of self-interest, to induce them to assist in general and local improvement. They have a fixed preference share, and can make it, instead of a doubtful, a first class security. Looked at, then, from the point of view of the landlord, the tenant, and the general interests of society, I have no hesitation in strongly advocating the settlement of the rent at once and for ever.

It may seem unjust to force the fixing of rent on landlords and tenants against their will; and of course, if they agree to remain under the system of periodical valuation, they should be allowed to do so. But, in the general interests of society, the State should encourage the fixing of rents; and where the perpetuity rent had been fixed by agreement, by arbitration, or by the Commission, money should be advanced, on very easy terms, to bring the rent to a moderate figure, making it, in fact, a head-rent; the landlord still retaining his ownership in fee, and his connexion with the property.]

4. That any leaseholder of an agricultural holding, the lease of which has been made since the passing of the Land Act, may claim a reduction of the rent reserved in his lease, and shall lay before the Commissioners the grounds on which he claims the reduction, and if they consider the grounds as stated sufficient to justify an inquiry, they shall give notice to the landlord, who may lodge a counterclaim, and the Commissioners, after inquiry, may, if they think fit, vary the rent reserved.

All agricultural holdings now held under lease should, on termination of the lease, come under the Act.

All clauses and conditions in leases and agreements inconsistent with the Act should have no effect.

5. That all agricultural tenants shall have the right of selling their holdings to the best advantage, the landlord to have the right of reasonable objection to the incoming tenant.

B. Land Purchase.

1. That to carry out the provisions of this Act a Land Commission shall be constituted, consisting of _____, with a staff of Assistant Commissioners, and all questions and disputes arising between landlord and tenant shall be referred to them for settlement.

2. That as it is desirable to give greater facilities to enable tenants to become owners of land, a sum of _____ £. shall be placed at the disposal of the Commissioners, with power to issue debentures for any further sum that may be required.

[The Report does not give any distinct recommendation as to the machinery by which the Act is to be worked. I think the evidence proves clearly that the non-success of the Act of 1870 arose very much from the unfitness of the County Courts and the Board of Works to perform the duties assigned them. The Judges of the County Courts had, with few exceptions, no knowledge of the questions affecting land. Their decisions varied. The expenses were heavy, especially on small holdings, and the results uncertain; and no machinery more unsuitable could be named than the Board of Works to carry out the purchase clauses. I fully believe that the success of any new legislation will depend in a great measure on the establishment of a high-class commission with ample power, who shall have the settlement of all questions and disputes relating to land

Mr. J. Hegarty,
30746; Mr. R. L.
Fell, 30208; Mr.
Vernon, 35330.

Professor
Baldwin, 32411-
21; J. Hegarty,
30695-99

rents in unscrupulous hands; and, although I admit that in adopting the suggestion of a system of arbitration for the settlement of disputes as to rents and other matters of valuation, I am endorsing an interference with rights of property and freedom of contract, open to grave economical objections, and which to the great majority of landowners who have not abused their powers, will, I have no doubt, appear unwarrantable, yet, having regard to the mischief which the unjust exercise of the power has occasioned, I can come to no other conclusion than that, in any proposed alteration of present rents, whether at the instance of landlord or tenant, when the two parties cannot agree, the question should be left to arbitration, with final reference, in the event of the arbitrators being unable to agree upon an umpire, to a Land Court, or Commission, which should be appointed for that and other purposes. It will, I think, be apparent that, if the Government see fit to interfere in the question of rents, they are bound to substitute for the landlord's power which they displace an impartial tribunal which will command the confidence of the public and that they are further bound, as essential to the fair settlement of the rent question, to have a new general valuation of the country. If anything has been clearly established on evidence during this inquiry, the fact that the present Government valuation is not a dependable standard for the settlement of rents, has been most thoroughly demonstrated. Fair as it may have been for the purposes of taxation in the years when it was made, the evidence shows that even then it was considered as below the fair letting value of the land; and this fact is corroborated by the written testimony of the late Sir Richard Griffith, who was head of the Commission, as well as by the evidence of many other trustworthy and independent witnesses.

I must add that I am opposed to the attempt to draw out any rules for the guidance of arbitrators in their task of determining what a fair rent may be, further than the general instructions which are in justice too apparent to require mention, that the improvements effected by the tenants should be fully credited to them, as well as that any expenditure made by the landlord for a like purpose should be put to his account.

The evidence has, as might be expected, proved that the great desire of the tenant farmers is for fixity of tenure and free sale. It is urged in favour of these that the first exists in practice on all the large well-managed estates, and that the second is only a logical sequence of it, that in fact the Land Act in clause 3 gives an interest, and that a vendable interest, and that therefore no very great practical change in the circumstances now existing on the largest portion of the lands in Ireland would be the result of the concession. It is further urged, on the grounds of the importance of giving to the tenants full security in the enjoyment of, and compensation for, the improvements they have made, and this argument is, in my mind, the only one of real weight in this matter, backed up as it is by instances of hardship, and oppressive action on the part of some of the small proprietors, to whom I have already alluded. In the shibboleth of agitation, "Fixity of Tenure" and "Free Sale" are coupled together as if they were one term, but I cannot regard them in that light. The Land Act, while giving compensation for disturbance which some call an interest, leaves the sale of that interest subject to the landlord's power of eviction, and it is idle to assert, that because a landlord from right feeling gives to his tenants the right of continuous occupation, so long as they discharge their obligations towards him, he thereby conveys to them the right to sell their holdings. To give fixity of tenure by law, although a very considerable and arbitrary interference with landlords' rights, would not it is true involve any great practical change as regards the majority of large landowners (provided it was given to the tenant under certain approved conditions) in their present relations with their tenants; but to extend at once to all parts of the country the right of free sale would be in those districts not now subject to clauses 1 and 2 of the Land Act, a very important change, and a very material and practical interference with the rights of property, and, therefore, it appears to me simpler to try to deal with two questions separately.

First as to fixity of tenure—It is contended, that the Land Act in clause 3, admits the principle in the case of certain holdings by giving the occupiers a claim for disturbance if turned out by the act of the landlord for any other cause than non-payment of rent, the fact is clear that it does so within a certain limit of duration. But it does not give interminable fixity of tenure, and the proof of this is to be found in the Act itself. A lease of thirty years is made the equivalent of a disturbance claim, and the landlord by giving that can free himself at its expiration from the penalty on the recovery of the possession of his own land. It is therefore I think clear, that any Act of the Legislature giving to the tenant perpetual fixity of tenure would be foreign to the principle of the Act of 1870; those who advocate its extension as an existing principle would be in my opinion much more logically correct in adducing as their

example, or warrant for this argument, the numerous cases on the old estates where the tenants are never turned out so long as they pay their rents, but whether it is right or just to deprive good landlords of a right which from good feeling they seldom if ever exercise, because some bad ones abuse it, is a question I must leave Parliament to answer. However that may be, the change would not be one, as I have shown, which would practically interfere with rights often used—this has been in fact admitted by the majority of large landowners, who have given evidence before us, and the advisability of the general extension of the principle has been endorsed by not a few of them, as also by many agents of great experience on behalf of others, as well as by County Court Judges and other independent witnesses; in short there has been much less disagreement on this point than I was at all prepared for, and if I was only acting for myself, and if my own interests were alone at stake, I should have no hesitation in agreeing to their recommendations. But on the other hand we have a number of the largest landowners whose estates have been always managed on the very best principles, whose opinions are fairly represented by the evidence of Lords Lansdowne and Dufferin, who while never arbitrarily exercising their power entertain the strongest objection to legislative interference with it. In this view they are supported by the evidence of Mr. Ferguson, q.c., County Court Judge, who while wishing to extend the principle considers it would be destructive of ownership and difficult to compensate the landlords for it, and although my own opinion is what I have stated, I can not disregard the unmistakable weight and truth of such evidence, and what I believe to be the fact, that had it been possible to receive further evidence on the subject many landlords would have come forward to endorse it—the circumstance that they had not that opportunity I regret the more, as I may naturally enough perhaps be held responsible for it.

Under all these circumstances, I am not prepared to recommend the general extension of fixity of tenure. My opinion on the most material point remains unchanged—that the Land Act, as it now stands, does not give sufficient security to the tenant, and that it is both just and expedient that this security should be increased. But it seems to me that there is another mode of attaining the same end and of giving practical security of tenure to the tenant, without such a direct and sweeping interference with the rights of property as the first would involve; and that mode is to stand by the principles laid down in the Act of 1870. By some of the County Court Judges it was recommended to increase the penalties on eviction in clause 3, and by others to abolish all limit, leaving the amount of the penalty to be inflicted altogether to the discretion of the court, and where they deemed the justice of the case required it, to refuse to give a decree for possession. This, it was asserted, would have the effect of giving practical security of tenure to all tenancies coming within the provisions of that clause. Some substantial extension of this power I am quite prepared to recommend, so far as residential occupiers are concerned, believing that, without conveying to the tenants a direct share in the property of the landlords, which, granting “fixity of tenure,” undoubtedly would do, it would confer upon them that practical security to which the majority, from the peculiar circumstances of their positions, are fairly entitled to. But I am bound to add that, although I recommend its application only to existing residential tenancies and not to *bona fide* new lettings, there is no concealing the fact that the recommendation, if successful, will practically deprive the landlord class of the rights of both reversion in and control over the majority of holdings on many properties. For the arbitrary interference with which by the State it is only just that they should receive fair compensation.

As to the extension of free sale, although the majority of the evidence of tenant-farmers has been in favour of it, there has not been the same unanimity of opinion on this as on the former point. Some—few, I allow—looking farther than the present, have objected to the tax which the universal extension of free sale would impose upon those anxious to obtain land in the future, and in this view they have been supported by the evidence of both the landlords and agents who have had the most experience in the working of the different phases of the Ulster custom; so that even in the North, where the custom of sale exists already, the wisdom of removing such limitations as are now in force is not unquestioned; and when we come to the proposal to make the extension universal—to create it *de novo* in districts where no trace of it has ever existed—the difficulty, if justice or fair play is to be considered, is most materially increased. It is further shown by those whose views are not solely limited to the benefit of the present occupiers, but who consider the prospects of the future, that such a general extension would not only limit the future possession of land to those who have capital, and thereby preclude a very considerable portion of the population, whose only capital is their labour, from the possible chance of its acquisition, but would saddle all future

Mr. Neligan,
34398.

Mr. J. La Touche,
930-945; Mr. J.
Young, 6078;
Mr. P. Quinn,
6525-7; Rev. C.
Quinn, 5737.

Mr. R. L. Fell,
30315; Professor
Baldwin, 32422-
30.
Mr. J. La Touche,
946.

tenancies with a rack-rent—no matter how liberal or indulgent the landlord might be, as the rent reserved to him would only be a portion—and it might be only a small portion—of the true annual charge to which the holding would be subject, as the interest on the sum paid for its acquisition, although a voluntary imposition on the tenant's part, must necessarily be added. I am bound, therefore, to say that, having regard to the future, I fail to see that its general extension must necessarily convey the unmixed blessing to the commonwealth which some anticipate. That the general evidence of the tenant-farmers is in favour of it is only natural, as they are in the status of present occupiers, whose position would necessarily be much improved, and cannot therefore cause surprise. Evidence was given by one or two labourers and by some other witnesses on their behalf, and the tenor of it was, if I remember right, opposed to the farmers' claims, with whom they seemed to have no great common interest; but to pursue this subject now would be to go into the great question of the overpopulated and poverty-stricken districts, which I must reserve for another part.

On the other hand, the evidence in favour of its extension has been based upon the assertion, which is I believe a fact, that on the majority of holdings, the improvements, if such they can be called, if not altogether have been chiefly made by the tenants, and that without the right of sale, in the event of their leaving they would not adequately be compensated for them.

It was further urged in favour of its extension,* that the custom already exists on many estates outside of Ulster, those of Lord Devon, Lord Portsmouth, and Lord Portarlington, were specially named, and on them it was proved, that it worked admirably, stimulating improvements, producing contentment, and rendering ejectments almost unnecessary for the recovery of rent—some landlords and not a few agents believing that these results would be the natural consequences of its further development advocated it, and in this they were supported by the evidence of many of the County Court Judges—other landlords regarding it chiefly from the point of view of affording to them increased security for their rent, and as a possible temporary sop to agitation were inclined to acquiesce, yielding more perhaps to the present pressure than to what they deemed the justice of the case; but with very rare exceptions all classes of witnesses† agreed that where no payment had been made, either by the occupying tenant or his predecessors, for the acquisition of the good-will or improvements, the landlord should receive adequate compensation for the transference of the right, and it was as generally admitted that the landlord should have a right of veto to protect himself against the intrusion of objectionable characters upon his estate. Except by some few graziers themselves, the extension was not advocated to those kinds of holdings, as regards them it was asserted that a man's capital was all required to stock his farm, and that it was not desirable that it should be absorbed in the purchase of the good-will, and as to improvements on them it was asserted that in the real permanent sense of the term, there could be and were none, and it was further stated that even if the right was extended to those, or indeed to any very large class of farms, the price they would fetch would be small, as the competition was limited.

I have now, as shortly, as fairly, and as clearly as I can, given the *pros* and *cons* which were adduced by either side on this great question, for I regard it as about the gravest and most difficult that was submitted to us; for my own part I must say that I entertain no disinclination whatever to extend this right to the majority of holdings on my own property, although I have spent very large sums myself in the improvement of them, and I must confess that strongly as I was opposed to its general extension before I entered upon this inquiry, the evidence I have heard, and done my best to sift, has convinced me that doing so would confer more advantages on the present occupiers than disadvantages on me. I can say, moreover, that I would be glad to see its application made general, if it could be justly done, believing that it is the simplest and most efficacious way of giving that perfect security to the tenants which I do think, where the improvements are all or mainly their own, they ought to have, and giving that would, I am of opinion, be such general advantage to the country, that

* Mr. J. Sweetman, 1160; Mr. R. Reeves, 1903-9; Mr. A. Kirkpatrick, 3793, 3356-7, 364-7.

† E. De Moleyns, q.c., 132-140; R. Ferguson, q.c., 331, 332, 333, 392-395; A. Hamill, q.c., 4262-3, 4300; Mr. E. O'Brien, 3933, 4018, 4032; Mr. F. Wrench, 5601; Mr. S. J. Allen, 1351-4; Mr. T. Robertson, 1430; Mr. R. C. Brush, 6675; Mr. J. E. Barrett, 30566; Mr. J. K. Sherlock, 30947; J. C. Neligan, q.c., 34378.

‡ Mr. T. Shillington, 5151, 5165; Mr. E. O'Brien, 4110, 4170-3-4; Mr. S. J. Allen, 1361-2; Mr. W. Simpson, 3343, 3350; A. Hamill, q.c., 4267; Mr. F. Wrench, 5603-4; Mr. J. E. Barrett, 30566; Professor Baldwin, 32444; J. C. Neligan, q.c., 34378; Rev. Canon Smollett, p.p., 38363; Mr. H. Robb, 5200, 5210; Mr. F. Wrench, 5421; Rev. C. Quinn, 5738; Mr. J. Young, 5335; Mr. T. Shillington, 5026; Mr. T. Robertson, 1497; Mr. P. Quinn, 6415; Mr. R. G. Hill, 31546; Mr. W. Simpson, 3562-3; Mr. E. Fenlon, 3691; Mr. S. C. McElroy, 4546-7; Mr. E. O'Brien, 4030; Mr. J. Ferguson, 4914.

Mr. S. J. Allen,
1355; J. E. Vernon,
Esq., 35259.

the landlords might be content to make some sacrifice to attain it—in those districts where the improvements have all been made by the tenants the difficulty or injustice, so far as the landlord's rights are concerned, is not so glaringly apparent, provided the power of using a veto on their part is preserved against an objectionable incoming tenant, but in other districts where enormous sums have been spent by the landlords in improving their properties—on some few properties it has been proved that the English system exists in its purity, the landlord having made all the improvements—and on holdings where tenant-right formerly existed, and has been brought up by the landlord, instances of which have been proved, its extension or re-establishment would, in my opinion, be simple confiscation, and an unwarrantable and arbitrary interference with rights of property which the circumstances could in no sense justify. I am, therefore, on these grounds not prepared to recommend its absolutely general, or universal extension, so far as those special districts to which I have referred are concerned, without the free consent of the landlords themselves. The majority of the witnesses who advocated its extension to those districts where it did not already exist, coupled their recommendation with the condition, as I have already stated, that the landlord should receive adequate compensation for the transference of the right. This principle I maintain is strictly a just one, and it is only subject to it, that I am prepared to recommend the extension of the right of sale to those holdings now coming under the provisions of the Land Act, where the tenants have made all or the chief part of the improvements.

Professor
Baldwin, 32448-
55.

With these three safeguards which I have now recommended, *i.e.*, the check upon raising rents—giving increased power to the court in reference to evictions, where such apply to residential occupiers—extending to all holdings now under the Land Act, upon which the improvements have been made by the tenant, the right of sale, I believe the position of the present occupiers, or their representatives, would be such that they would have nothing to fear from the action of any landlord, no matter how harsh or unscrupulous he might be; but, on the other hand, I am bound to add that, although in weighing the evidence I have endeavoured to eliminate all revolutionary proposals, my three recommendations do involve very arbitrary and material interference with the rights of landlords to which many would entertain, and with every reason, the strongest objection, and that if the Government see fit to adopt them, or to propose legislation in their direction, that proposal should be accompanied in fair justice by an offer of purchase at a fair price guaranteed by the State from those landlords, of either the whole or such portions of their estates, as they objected to have such made applicable to. And I think it will be admitted that my position in urging this is much strengthened by the fact—which in my opinion is proved in the evidence—that so far as the management of the large estates is concerned, and it is of importance to remember that they comprise the greatest agricultural and pastoral area in the country, no change in the present law would appear to be called for.

On the subject of the “North,” and the different customs existing there, much evidence was given, as distinct from the question of the extension of the right of sale to those districts where such does not now exist. In my opinion it was shown, as I have already stated, that the exercise of the power of raising rent on the part of the landlords, where unduly used, was the grievance most severely felt, and that I would hope the proposal for the settlement of disputes with regard to rents, by means of arbitration, would fully meet; but still, as is only natural in a system so complex, there were other points brought under our notice, such as office rules, which, although distinct from the rent question, affected more or less directly the value of the interests involved. The most important named was the custom existing on many large and well-managed estates, of limiting the price to be paid for the tenant-right. On this point there was a great conflict of opinion, those in favour of it asserting that it afforded most material and salutary protection to the incoming man, keeping the price to be paid from reaching the exorbitant amount which it was often proved to do on account of the reckless competition (especially in the case of the smaller holdings) for the acquisition of land. Instances of almost incredible sums thus paid were freely given; the natural consequence was also dwelt on with much force—that in the absence of some limitation a purchaser had often not only to spend all his own capital, but had to borrow largely, thus starting with a load of debt about his neck. To my mind the economic principle is indisputable, and the rule a most salutary one. But on the other hand I am bound to admit that the weight of evidence was clearly in favour of its abolition, and by the weight of evidence I do not refer to numbers—some landlords and many agents of the greatest practical experience, admitting the wisdom of the principle, condemned its working as almost impossible. It was asserted, indeed I might say proved, that where a limit was

attempted to be enforced, sums of money were invariably paid outside the office in an underhand way, and the limit utterly disregarded. It was further shown that the attempt to enforce a limit was a source of an immense amount of soreness and discontent among the tenant class. It was contended on their behalf that a man could only sell what he had, and that any attempt to lessen or limit the value of that was most unjust. On Colonel Forde's estate especially, and on some others, what would appear to be a most satisfactory system of settling this point by means of arbitration, was shown to exist, and, perhaps, the proposal for settling disputed rents might be found applicable generally in this case also. If it did command the confidence of the parties interested, it would certainly appear to me to be the wisest course, in the interest of the tenants themselves, to adopt; but if it did not, and the feeling of discontent and soreness was likely to be continued, I think, in the interests of the landlords, it would be better that the rule should be abolished.

The question of the method of sale, "public auctions *v.* private sales," was also one upon which there was a good deal of difference of opinion, and on this I think the weight of evidence, even in the tenants' interest, was more against than for the public sale. It was urged, and I think with great force, that the excitement of public competition, sometimes increased by fictitious offers, often induced buyers to make bids which in their cooler moments they would never have done, and recklessly to incur liabilities which most materially embarrassed their future, and it was further shown that the highest *bona fide* price could always be obtained by either private sale, or what is termed a private auction—a species of sale which it appears is customary among them, neither of which are open to the objections urged against the other. On these grounds I am clearly of opinion that the landlord's right to forbid public sales by auction should be retained. Another point was as to the landlord's right of selection of the incoming tenant. By all sides it was admitted that he should have the right of veto, to protect himself against the introduction of objectionable characters or insolvent tenants upon his property. But it was further urged that he should have the power of giving the preference, if so inclined, to a tenant on his estate. This would appear to me to be a very reasonable and natural discretion to give him, and provided, but only on that condition, that the value of the tenant-right was not lessened thereby, I would be in favour of the preservation of that right. There may have been other points referred to in the course of the evidence relating to the Ulster Custom, but as I do not pretend to make my report an exhaustive one, I have only attempted to touch upon those which appeared to me to be of real importance, and of those there is, I believe, only one more that I need mention, and that is securing to the Northern tenant resident on his holding the continuous occupancy, or security of tenure, which I propose to give to tenants under the same condition in the other districts, and that I believe would be achieved by the Act as it stands, with the extension of power that I suggest should be given to the Court under clause 3. The Act, in clauses 1 and 2, gives to the tenants under them the right to claim under any of the other sections of the Act, which would clearly allow them, in the event of an eviction, to come before the Court under the extended powers in clause 3, when the Court could leave them in possession by refusing to grant a decree.

Having by these recommendations, as I believe, thoroughly protected the interests of all the present occupiers now coming under the provisions of the Act of 1870, and their representatives, I am most decidedly of opinion that for the future all *bona fide* new lettings, whether within or beyond the same scope, should be subject to entire and absolute freedom of contract.

Powerful evidence was given to show that in the present lawless state of affairs, the fairest and justest landowners were not sufficiently protected in the enforcement of their most obvious rights, and in any change of the law, increased facilities should be given for the assertion of just rights, and for the summary punishment of those who by terror or otherwise interfere therewith, or retake the possession of lands which have been legally given up to the landowner. If the evidence shows that under the existing land code, tenants were not sufficiently protected from some hardships, it also demonstrates that under the same law, landlords have been unable during the past few months to assert any rights whatever.

I do not feel called upon to discuss the present agitation, or the proper mode of dealing with the prevailing anarchy, or whether it should affect the selection of a period for legislation in reference to land, or to speculate upon the effect which any such legislation might have upon the present critical estate of affairs. These grave topics demand the earnest consideration of Parliament, but appear to be outside the scope of our reference. It must be borne in mind that the present development of the agitation is not reflected by the evidence given by tenant-farmers some little time ago before us,

and that the proceedings of the Land League meetings give a representation of opinion in favour of the most extreme communistic and revolutionary views which no legislature can fulfil or satisfy.

To every one who has either heard or read the evidence it must be apparent that there are circumstances existing in some parts of the country requiring both stringent and immediate remedies, which satisfying the popular cry for the "Three F's," would not touch. Evidence of the strongest nature was given during the inquiry of a condition of affairs existing in the West and other over-populated districts, which the establishment of fixity of tenure, even coupled with free sale would, in my opinion, only perpetuate, without alleviating. It is contended that by the granting of the right of free sale these small holdings would be ultimately absorbed, and so the present evil would be removed. But inasmuch as the whole population of these districts are paupers, I fail to see who would be the purchasers, unless the purchase by outsiders is contemplated, which would only have the effect of making a change in, not lessening, the population, or establishing a class of middlemen which has been unanimously condemned; but, even if there was this local absorption assumed, the process would be so slow that the country would have to undergo many of its past trials before the remedy could be efficacious. In my opinion, the circumstances of these over-populated districts can only be dealt with by State interference, in the way of a liberal and humane scheme of emigration, by sending the people out in charge of their ministers to the large and fertile districts of unpopulated land in Western Canada, where homes and the means of acquiring their living could be provided for them, such as they could never have in this country, and opportunities would be afforded to enlarge the holdings of those who remain behind.

A scheme was proposed, and strongly advocated by some witnesses, that these crowded districts should be relieved of the surplus population by transplanting the people to the tracts of waste land in different parts of the country, where they should be paid as labourers by the State until these lands were sufficiently reclaimed to support them; but I must say it is a recommendation that I could not take upon myself the responsibility of endorsing. I believe, if they are to be moved (and I can see no other cure for such cases), emigrating them to good lands is a much wiser course than migrating them to lands as bad, if not worse, than those they left.

Much evidence was also given as to the labouring class, and the condition of many of them shown to be bad, both in respect of their dwellings and means of support; but no practical suggestion that I can call to mind was offered for their amelioration. The giving to them gardens and dwellings, which some suggested the Church Surplus Fund should be devoted to, would only be planting them on plots insufficient for their support, without placing any more certain means for earning or gaining their subsistence within their reach. They (the labourers) are not incorrectly described as small farmers without farms; and I fear a change in the present land law, which makes the possession of a certain amount of capital a "*sine qua non*" for the possession of a farm, will not do much to improve either their present position or their future prospects. In my opinion, the reason of their poverty and want in many districts where small holdings are in the preponderance is the fact that small farmers are simply labourers with farms, who do not require extraneous aid to till their farms, and, therefore, save in the seasons of seed-time and harvest, in such districts, the labouring classes who depend on labour only for their support must always suffer more or less acutely from the want of employment. One of the effects of the Land Act of 1870, as shown by the evidence before us, was that it had stopped many landlords from spending money in improvements on their estates, and I greatly fear that the further interference with their rights now suggested must, if adopted, have a much more marked effect in that direction, and, insomuch as it has, the future prospects of the labouring classes in the way of obtaining employment must be injuriously affected. It is only another, although a less extreme, phase of over-population, I and can only see relief in the same, although a less extensive, application of the emigration scheme.

PEASANT PROPRIETORS.

This subject has been touched upon by almost every witness, and the evidence has been as conflicting as voluminous. While originally in favour of it when I entered upon the inquiry, believing that in the common sense view of the matter an owner of property of sufficient size to afford to him an adequate subsistence, would be opposed to revolution, and anxious to preserve what he had, and that by creating such a class in Ireland, we should be adding to the ranks of those interested in the support of law and order, and diminishing the numbers who are now at the beck of every agitator, no matter how wild his theory or communistic his principles, I must admit that considerations

Mr. L. Bernard, 1585; Mr. O'Connell, 3061; Mr. T. Knipe, 3645; Mr. Sweetman, 1154, 1224-30; Mr. O'Flaherty, 19448; Professor Baldwin, 32510;

Mr. Ashe's evidence of the state of the Vintners' property.

Mr. St. George Johnston, 35595.

Mr. Ashe.
Mr. La Touche, 1054-5; R. Ferguson, q.c., 333-4; Mr. Allen, 1322-24; Mr. Boyd, 4937, 4953-59; Mr. J. Hegarty, 30723, *et seq.*

Mr. Sinclair;
Mr. J. Everitt, 2578; Mr. A. Derham, 2368; Mr. Young, 5973; Mr. Wrench, 5530-3.

Mr. Bernard, 1573-9; Mr. Allen, 1736-90; Mr. T. Knipe, 3609, 13; Mr. T. Dowling, 2904-6; Mr. M'Murrough O'Brien, 32744 and 32789.

Mr. Quinn, 5769,
Mr. Robertson, 1522-3.
Mr. Everitt, 2629; Mr. Murphy, 2815; Mr. Wrench, 5540; Mr. O'Brien, 3948 to 59; Mr. S.

Mr. Elroy, 4647; Mr. O'Connell, 3061; Mr. Blake, 18757.
R. Ferguson, q.c., 334; Judge Ormsby, 547; J. La Touche, 932-37; Mr. J. Hegarty, 30723, *et seq.*

Mr. La Touche, 999.

Mr. Wrench, 5596.

of a very weighty nature have been urged against the scheme by those who view it from the point of its possible, if not probable, results, and their opinions, it is only fair to say, are formed from the experiences of the past. As illustrations of their views the examples of the old perpetuity leases have been given us in evidence, where the lessees holding on grants for ever at a nominal rent, have been, so far as the question is practically concerned, in the same position as owners in fee; and the condition of those properties now have been cited as exemplifying what the result of peasant proprietors would be, and if they can be taken as a fair example of what the result of a future experiment in that direction would result in, I think that even the most ardent advocate of that scheme would not consider it as encouraging. By the evidence it is shown that very few of the representatives of the original lessees are now in possession; ruined by idleness and extravagance, their grants soon passed into the hands of mortgagees, who, looking only to gain, let and sublet, divided and subdivided their lands, till over population with its consequent ills of never ceasing want and periodical famine, were stereotyped in those districts, and even in the few instances which remain of the representatives of the original lessees still continuing in possession, the condition is no better. It is shown that as occasion arose for each owner to make provision for his family, the same course was adopted, till the successive increase of each generation reduced the holdings to a size utterly inadequate to the support of those depending on them for even a bare subsistence. The difficulty, almost impossibility of preventing subdivision under such a system has been dwelt upon by many witnesses, while the danger of it has been admitted by almost all.

The condition of those who have already become purchasers of their holdings under the Church Commissioners, and the Bright clauses of the Land Act, has also been the subject of very conflicting evidence; by some the present position of many is described as worse than before they bought—the late bad seasons—the small area and bad land of some of the holdings—the high prices which were paid, the large amount of costs, especially of purchases made under the Bright clauses—the high amount of interest charged when the amount to be paid down by the purchaser had to be all, or partly, borrowed, being, among other causes, given as the reasons, and it certainly does seem a reasonable assumption, that when a purchaser has to borrow all, his position can not be improved by the change.

On the other hand, it has been shown that many have prospered well, and that in such cases the sense of contentment and security has resulted in a very marked degree, in the great improvements of their allotments. As might naturally be supposed, this satisfactory condition is almost entirely limited to those, who having money of their own, were saved from the necessity of going to the money lenders to provide the amount required by the Acts to be paid down and their success would clearly seem to be due in a greater degree to their own thrift and industry, which enabled them to save this money than to the fact that they were saved the high rate of interest to which others had to submit.

Varied however as the opinions have been upon the subject, the weight of evidence has most unmistakably gone in favour of, subject to certain safeguards and limitations, what may be termed a gradual scheme for the establishment of tenant proprietors in suitable localities throughout the country. The proposal which some very few I admit—advocated, for the Government to buy out all the landlords in Ireland, in order to resell the lands to the tenants, was one which was almost unanimously condemned, not only as unpracticable, but in the highest degree injurious, and is in my opinion altogether too wild, even to admit of discussion.

The suggestions as to limitations and safeguards in carrying out the gradual scheme were many, but may I think be summarized under a few heads. First, subdivision was admitted by almost all to be the great danger to be guarded against; the great difficulty almost impossibility of its prevention was urged as an insuperable objection against the scheme at all, and it must be apparent that great difficulty does exist in the future. So long as any of the instalments of the purchase-money advanced by the State remain unpaid, the provisions of the Acts are stringent and cogent enough to prevent it, and it is only after that, when under the present law, all State control would cease, that the danger would arise; on this point it was suggested that the difficulty would be met by making these sales to the occupiers, grants from the Crown subject to a nominal perpetuity rent (which would warrant a small reduction in the first cost to the purchaser), and to a condition against subdivision or subletting, in fact against alienation of any part less than the whole; it was further suggested on this point, and I think wisely, that the purchaser should not be prevented from mortgaging or selling his interest, so long as he dealt with the whole; interference with either of these rights, would certainly appear to me to be both unjust to the purchaser, and in-

no way necessary for the security of the State; if mortgaged before the instalments had been paid off, their priority would not be interfered with, and if sold the same conditions that were binding on the original purchaser, would continue so on his successor.

2nd. As to fixing a minimum limit to holdings that were to be sold to occupiers, a considerable amount of evidence was given, and varied opinions expressed as to the smallest quantity of land upon which a family could subsist—some witnesses were of opinion that ten acres was sufficient, but the majority named the minimum as between twenty and forty acres; others maintained that sales should not be made to holders of less than fifty acres, and others named 100. The question is a difficult one, but of not the less importance to the well-being of the country, if the scheme of a peasant proprietary should be seriously entertained by the Government. It would, in my opinion, be worse than a dangerous experiment to establish owners on plots of ground which were not of either sufficient size or quality to support them, it would only be tending to perpetuate the misery and want which now exists in many districts, its only recommendation is the chance that in the future these small owners would be obliged to sell, and that gradual consolidation would ultimately remedy the evil; but to establish a system the only recommendation for which is the chance that it might die out, is hardly a commendable policy. As to the other class of holdings, of from twenty to forty acres, I certainly would be in favour—where thrifty industrious men could be found able to provide the necessary proportion of the purchase-money themselves—of affording them facilities to purchase their holdings, subject to the safeguards I have mentioned—when estates were brought into the market provided the sale of the remainder was not thereby prejudiced—or where landlords of themselves were willing to sell; but while I would afford facilities to them, I must confess that it is the establishment of the larger class of holders, of from 100 acres upwards, that I would most strongly approve of, and it is from men of that class that I think the most material benefits to the community would be derived.

A modified scheme of establishing a peasant proprietary was dwelt on with much force by some witnesses, in which they recommended that the State should advance money to tenants to purchase long leases or perpetuities from the landlords at the present or reduced rents, and in favour of it I must admit there is a good deal to be said; it would facilitate and encourage a lasting agreement between landlords and tenants which would remove their relations out of arena of dispute, and would contribute to the peace of the country. Many landlords, I have no doubt, would be willing (where they had the power) to grant long leases or perpetuities, at reduced rents if they received any fair consideration for doing so, and others whose rents are admittedly now much below the value, would be ready on a like condition to do the same—the case of limited owners would be easily dealt with, and the interests of remaindermen secured by law. It might moreover be found to be a very valuable alternative to offer to landlords who not wishing to sell their properties objected to the other interferences with them which have been suggested. The suggestions on other points were many as might have been expected from the number of witnesses examined—such as to the further facilities which it would be advisable to afford to those desirous of purchasing their holdings, as to the removal of limitations and restraints existing under the present law, or under rules made by the Board of Works and other matters.

As to the first, it was contended by many that the larger proportion of the purchase money recommended in the Report of Mr. Shaw Lefevre's Select Committee, might safely be advanced by the State, more especially in the North, where there would be the additional security of the value of the tenant-right.

By others it was submitted that thrift and industry should be made a necessary qualification to entitle would-be purchasers to aid from the State, and that no advance should be made to those who could not provide out of their own resources the amount required to be paid down, and, although it is not easy in a case of this kind to devise a hard and fast rule which would not be subject to objections, it does seem to me that some test or qualification of this sort would be of use.

A considerable amount of evidence was given as to the different systems of purchase under the Church Temporalities Commissioners, and the Bright Clauses of the Land Act, carried out under the direction of the Board of Works, and the latter was shown to contrast most unfavourably with the former, which was stated to be much cheaper and simpler in its method. It was further asserted that many who were most anxious to purchase were debarred from doing so by the expense, complications, and delay, which purchases under the Bright clauses entailed; these with other suggestions, which I do not touch upon, are minor points of detail with which the Legislature can have no great difficulty in dealing. To me it would appear as hardly admissible, that if the main principle and

Rev. Thos. Meagher, 2103

Mr. Robb, 540

Mr. A. Derhan 2365; Mr. Kr 17045; Mr. B. Deane, 31034.

Mr. O'Flaherty 19452-3; Mr. Halliday, 1963; Mr. J. Gardne 20323.

Mr. A. Derhan 2372-3. Mr. R. Reeves 1920.

Mr. E. O'Brien 3990-4000; M George Hely, 37442; Col. G Dease, 37362.

Judge Ormsby 514; Mr. E. O'Brien, 3939; Mr. O'Connell, 3059; Mr. T. Dowling, 2353; Rev. T. Meagh 2168-70; Rev. Quin, 5774.

Rev. C. Quin, 5775.

APPENDIX TO REPORT.

PAPERS REFERRED TO IN REPORT.

No. 1.

Royal Commission on Landlord and Tenant Act, 1870,
5, Ely-place, Dublin.

DEAR SIR,—In reply to your communication, dated _____, offering to assist this Commission in its inquiry, I am directed to ask you kindly to send me a brief statement of the Heads of the Evidence you would wish to give, or of the points which you desire to bring to the notice of the Commissioners, for their information, and in order to guide them in examination, should they decide to require your evidence.

I have the honour to be, faithfully yours,

GEORGE YOUNG, Secretary.

No. 2.

LANDLORD AND TENANT (IRELAND) ACTS INQUIRY COMMISSION.

HEADS OF INQUIRY as to the *Actual Condition, Customs, and Circumstances* of particular *Districts* or *Estates*.

- | | |
|---|---|
| 1. PERSONAL. | 4. RENTS. |
| 2a. ULSTER TENANT-RIGHT. | 5. IMPROVEMENTS. |
| 2b. SALE AND DISPOSITION OF HOLDINGS OUTSIDE
ULSTER. | 6. PURCHASE BY TENANTS OF THEIR HOLDINGS. |
| 3. LEASES. | 7. WASTE LAND. |
| | 8. LAND ACT, 1870. |

I.—PERSONAL.

1. Name and address.
2. Occupation and nature of connexion (if any) with the land, as owner, agent, tenant-farmer, &c.
3. Acreage of estate, agency, or holding with which you are connected.
4. For what district or estate are you prepared to give evidence?

on the expiration of their leases? Has any change taken place in this respect?

8. Are there many or any cases where from the size of the farm, the length of the lease, the fact of the landlord making the improvements, or other circumstances, the Ulster Tenant-right custom does not apply?

9. Do you suggest any alterations in or amendments of the existing law as it affects holdings under the Ulster custom?

II a.—ULSTER TENANT-RIGHT.

1. Does the Ulster Tenant-right custom exist in your district? State whether universally, generally, or on some estates only.
2. What do you understand by the Ulster custom?
3. What is the usual selling rate of the tenant-right, per year's purchase of the rent, or per acre?
4. What are the causes which generally influence the selling rate?
5. Are there any "office rules or local regulations" affecting the Ulster custom on any of the estates in your district? If so, state them, and say how long they have been in existence.
6. When the price of the tenant-right is limited, is it common for money to pass, beyond the limit fixed?
7. Was it usual before the Land Act, 1870, for leaseholders to obtain the benefit of the Ulster custom

II. b.—SALE AND DISPOSITION OF HOLDINGS.

(For districts and estates outside Ulster.)

1. Do outgoing tenants sell their holdings in your district? State whether universally, generally, or here and there only?
2. Are such sales increasing or decreasing in frequency?
3. On quitting voluntarily, in ordinary times, how many years' purchase of the rent can a selling tenant generally obtain?
4. Does the landlord recognise sales?
5. Does he forbid them? If so, does he make an allowance to the outgoing tenant?
6. Does he claim a right of pre-emption?
7. Does he insist on choosing the purchaser?

8. Does he exercise a veto on the purchaser, and on what grounds is it generally exercised?

9. Does he fix a limit on the purchase-money, and to what extent?

10. Is it common for money to pass, beyond the limit fixed?

11. Is the rent generally raised on the occasion of a purchase?

12. Does the landlord recognise a right in the tenants to charge their holdings, or to dispose of them by will?

13. Are there many or any cases where from the size of the farm, the length of the lease, the fact of the landlord making or contributing to the improvements, or other circumstances, the absence of the power to sell is completely established, and accepted as satisfactory by the tenants?

14. Is the recognition by landlords of the right of sale on the increase?

15. Are rents generally higher or lower when the right of sale exists?

16. What have been the effects of the section in the Act of 1870 (s. 7), which gives compensation in respect of incoming payments?

17. Has its operation been neutralized or evaded in any way?

18. How far has the section in the Act of 1870 (s. 3), which gives compensation for disturbance been effectual to check evictions in your district?

19. Has its operation been neutralized or evaded in any way?

20. Are the limits of the scale of compensation reasonable?

21. Has this section led tenants to mortgage or charge their holdings, in order to secure money they have borrowed?

III.—LEASES.

1. Do leases exist in your district? State whether universally, generally, or here and there only?

2. Are leases increasing or decreasing since the Land Act?

3. For what term are leases usually given?

4. Are leases generally held at reduced or advanced rents, as compared with yearly tenancies?

5. Is any fine paid on taking a lease?

6. Is it common to re-value the rent on the expiration of a lease?

7. Were the conditions of leases before the Land Act generally the same as of those given by the same landlord at present, or in what respects different?

8. Are leases to any extent being introduced which bar the operation of the Land Act, 1870, or any of its provisions?

9. Do tenants readily accept leases?

10. Is the condition of the leaseholders, and their farming, superior or the contrary to that of the yearly tenants?

IV.—RENTS.

1. What proportion does the Tenement Valuation generally bear in your district to a fair rent?

2. Has raising of rent been on the increase since the Act of 1870?

3. At what intervals is it usual for rents to be re-valued?

4. Is arbitration ever or often resorted to as a means of settling the rent?

5. Is distress for rent often resorted to?

V.—IMPROVEMENTS.

1. What improvements are generally made by landlords in your district?

2. What improvements are generally made by tenant?

3. In case of co-operation in improvement, what is the part usually undertaken by each?

4. Has the Act of 1870 encouraged or checked tenants' improvements?

5. Has it encouraged or checked improvements by landlords?

6. Have many or any cases occurred in your district where an outgoing tenant has obtained insufficient compensation for his improvements?

7. Have the provisions of the Act of 1870 in respect of compensation for improvements been neutralized or evaded in any way?

VI.—PURCHASE BY TENANTS OF THEIR HOLDINGS

1. Have there been in your district any sales to tenants of their holdings by agreement out of court?

2. Have there been any such sales in the Landed Estates Court?

3. Have any difficulties been experienced in carrying out such sales?

4. Have there been any difficulties in obtaining the statutory advances from the Board of Works?

5. What is the present condition of any such purchasing tenants as compared with the yearly tenants about them?

6. To what extent (if any) have they mortgaged or incumbered their holdings since purchase?

7. To what extent (if any) have they subdivided?

8. Can you suggest any measures for amending these clauses and rendering them more effectual?

9. Is it desirable that further legislative measures should now be taken (beyond those contained in the Land Act, with any suggested amendments) for the establishment of tenants as owners in fee of farms? Give reasons.

10. If so, in what manner should such establishment be attempted? and on what terms, either of payment by tenants, compensation to landlords, or otherwise?

11. Should waste land or land already reclaimed be selected for such establishment?

12. Should any such regulations as those of the Land Act which forbid alienation, assignment, subletting, or subdividing, or any of them, either temporarily or in permanence, be enforced upon purchasing tenants?

VII.—WASTE LAND.

1. What do you understand by waste land?

2. To what extent has waste land been reclaimed by tenants in your district within living memory?

3. Is the reclamation of waste land now progressing or decreasing?

4. Is there much land still waste which is capable of profitable reclamation?

VIII.—LAND ACT, 1870.

1. Has any unfairness resulted in your district from the exception in the Land Act, 1870, of (a) Demesne Land (b) Town Parks and (c) large pasture farms from the holdings in respect of which compensation may be claimed?

2. Are there any and what descriptions of holdings in your district, now excepted, to which it is desirable to extend the benefit of the Act of 1870?

3. Has the section in the Act of 1870 which divides the Grand Jury Cess between landlord and tenant (65) been effectual to any extent in your district?

4. Are express contracts common for payment by the tenant of the entire Cess?

5. Has the section (68) which excuses the payment of rent for land covered by a public road been effectual to any extent in your district?

6. Do you suggest any alterations in or amendments of the existing law regulating the relation of landlord and tenant?

No. 3.

Royal Commission on Landlord and Tenant Act, 1870,
5, Ely-place, Dublin.

SIR,—The inclosed Forms suggest the principal points on which the Commissioners desire information. Witnesses desiring to give evidence are requested to communicate in writing to the Commissioners the subjects on which they feel best qualified to give information, either in the form of answers to these questions or in any other form they please.

It must be understood that the Commissioners will not confine themselves in the examination of witnesses to the contents of these papers, which are not intended as exhaustive of the topics of inquiry.

Communications in writing will not be published, and are chiefly sought for as a guide to the Commissioners in the selection of witnesses. Further copies of the Forms may be had on application to me at 5, Ely-place, Dublin.

I am, yours faithfully,

GEORGE YOUNG, Secretary.

No. 4.

Royal Commission on Landlord and Tenant Act, 1870,
5, Ely-place, Dublin.

SIR,—I am directed by the Commissioners to transmit to you the inclosed statements given in evidence before them. It is a rule with the Commissioners, whenever a statement is made by a witness which may appear prejudicial to any person, to make the party affected aware of the fact, and of the nature of the statement. The Commissioners will be ready to hear your evidence in reference to these statements, if desired, or to print with the evidence a statement from yourself in reply thereto. If you prefer to attend the Commission for this purpose, you are requested to bring with you a statement in writing of the reply or explanation you wish to make, which may be embodied in the evidence. An answer is requested at your earliest convenience.

I have the honour to be, faithfully yours,

GEORGE YOUNG, Secretary.

DUBLIN: PRINTED BY ALEX. THOM & CO., 87, 88, & 89, ABBEY-STREET,
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FOR HER MAJESTY'S STATIONERY OFFICE.

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HER MAJESTY'S COMMISSIONERS OF INQUIRY
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LANDLORD AND TENANT (IRELAND) ACT, 1870,
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ACTS AMENDING THE SAME.

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8399-8405,	William Gault,	G. W. Clarke, esq.,	G. W. Clarke, esq.,	C, 35.
8411-8420,	Joseph Laird,	Charles A. W. Stewart, esq., agent.	Conway Richard Dobbs, esq.,	C, 127.
8427-8431,	Hugh Wilson,	Malcolm M'Neill, esq., agent,	— Agnew, esq.,	C, 36.
8451-8452,	Hugh Wilson,	A. M'Donald, esq., agent,	Earl of Antrim,	C, 49.
8459-8512,	William M'Murtry,	Charles A. W. Stewart, esq., agent.	Conway Richard Dobbs,	C, 127.
8527-8546 and 8563.	John Wallace,	Joseph G. Biggar, esq., M.P.,	— Biggar, esq.,	C, 37.
8957-8971,	John Gamble,	William Rankin, esq.,	William Rankin, esq.,	C, 38.
8986-97,	John Gamble,	Colonel Lyle,	Colonel Lyle,	C,
8978-9,	John Gamble,	John Loughrey, esq., J.P.,	John Loughrey, esq., J.P.,	C, 15.
9003-23,	James Lapsleye,	J. W. D. Humphreys, esq.,	Duke of Abercorn,	C,
9036-9091,	Samuel Osborne, John Steel,	Durie Millar, esq., secretary,	Hon. the Irish Society,	C, 86.
9110-13, 9127-8, 9148-9.	James M'Glinchy,	Mrs. Elizabeth Young,	Late William Young, esq., J.P.,	C, 16.
9150-9161,	James M'Glinchy,	Samuel Thompson, esq.,	Samuel Thompson, esq.,	C, 57.
9226,	Conolly F. M'Causland,	Marquess of Waterford,	Marquess of Waterford,	C, 52.
9346-9389,	Name not given,	Duke of Abercorn,	Duke of Abercorn,	C, 87.
9635, &c.,	John Flanagan, John Taylor,	A. M. Stewart, esq.,	Rev. R. Delap,	C, 201.
9694,	John Flanagan, John Taylor,	M. P. Lloyd, esq., agent,	Mrs. Thomas Knox,	C, 95.
9694,	John Flanagan, John Taylor,	Viscount Lifford,	Viscount Lifford (Meenglass),	C, 17.
9694,	John Flanagan,	Mrs. Young,	Late William Young, esq., J.P.,	C, 69.
9707-9722,	John Flanagan, John Taylor,	William M'Grorty, esq.,	William M'Grorty, esq.,	C, 39.
9725-9728,	John Flanagan,	Mrs. Young,	Late William Young, esq., J.P.,	C, 69.
9731-4 and 9735,	John Flanagan, John Taylor,	Sir F. W. Heygate, Bart.,	Sir F. W. Heygate, bart.,	C,
9776-9792,	Rev. N. Brown,	Conolly M'Causland, esq.,	Conolly M'Causland, esq.,	C,
9927-9941,	Rev. N. Brown,	E. H. Draper, esq., B.A., clerk,	Skinnners Company,	C, 121.
9956-9978,	Joseph Douglas,	Conolly M'Causland, esq.,	Conolly M'Causland, esq.,	C,
9997-10012,	Joseph Douglas,	Marquess of Waterford,	Marquess of Waterford,	C, 52.
10013,	Rev. N. Brown,	Marquess of Waterford,	Marquess of Waterford,	C, 52.
10019,	Robert Dunne,	Conolly M. Gage, esq., and W. C. Gage, esq.	Fishmongers Company,	C,
10048,	Mr. James Drennan,	Robert E. Stack, esq.,	Board of Works,	A, 40382.
10225,	John Norris,	Dr. Robert Hamilton,	Dr. Robert Hamilton,	A, 40448.
10315, &c.,	Thomas Warnock,	Rev. Marcus M'Causland,	Rev. M. M'Causland,	C, 18.
10346,	Thomas Warnock,	Captain B. M. Giveen,	Captain B. M. Giveen,	C, 50.
10367-82,	Thomas Warnock,	Sir Hervey Bruce, bart.,	Sir Hervey Bruce, bart.,	C, 19.
10378,	Thomas Warnock,	Sir Hervey Bruce, bart.,	Sir Hervey Bruce, bart.,	C,
10438,	W. R. Morrison,	Marquess of Waterford,	Marquess of Waterford,	C, 51.
10440-5,	W. R. Morrison, Dr. Madill,	Edmund Stronge, esq., agent,	Worshipful Company of Iron- mongers.	C, 40.
10536-10540,	John Simpson,	Edmund Stronge, esq., agent,	The Worshipful Company of Ironmongers.	C, 58.
10583-10592,	Richard Coyle,	Major Scott,	Major Scott,	C, 59.
10654-10662,	Patrick Cole,	Major Scott,	Major Scott,	C, 59.
10658-10670,	Patrick Cole,	M. P. Lloyd, esq.,	— Davidson, esq.,	C, 95.
10676-10685,	John M'Connell,	Sir Robert Montgomery, K.C.B.,	Sir Robert Montgomery, K.C.B.,	C, 158.
10683-5,	John M'Connell,	Robert Lepper, esq.,	James Steel Nicholson, esq.,	C, 53.
10717-10738,	Mrs. Susanna Gregg,	George V. Hart, esq.,	George V. Hart, esq.,	C, 60.
10763-10794,	J. H. M'Intyre,	Durie Miller, esq.,	Hon. the Irish Society,	C,
10806-10811,	J. H. M'Intyre,	R. L. Moore, esq.,	R. L. Moore, esq.,	C, 70.
10873,	William Gamble,	James Greer, esq.,	Earl of Castle Stuart,	C,
10963-10970,	John Donnell,	James Greer, esq.,	C. W. Ogilby, esq.,	C,
11071-11073,	Rev. Edward Loughrey,	E. Herbert Draper, B.A., clerk,	Skinnners Company,	C, 121.
11095-6, 11098, and 11,100.	Rev. Edward Loughrey,	S. H. Bruce, esq.,	S. H. Bruce, esq.,	C,
11105-8,	Rev. Edward Loughrey,	S. H. Bruce, esq.,	S. H. Bruce, esq.,	C,
11119-11127,	Rev. Edward Loughrey,	J. Barré Beresford, esq., D.L.,	J. Barré Beresford, esq., D.L.,	C, 88.
11436-11446,	William Sinclair,	Right Hon. G. Shaw Lefevre, M.P.	Right Hon. G. Shaw Lefevre, M.P.	C,
11436-11451,	William Sinclair,	Denis Godley, esq., secretary,	Commissioners of Church Temporalities.	C,
11675-11765,	Hugh M'Kinlay,	Thomas Colquhoun, esq.,	Colonel Knox,	C,
12125-12138,	James Canning,	A. M'Donald, esq., agent,	Earl of Antrim,	C, 61.
12140,	Daniel M'Laughlin,	G. M. Harvey, esq.,	Mrs. Doherty,	C, 190.
12266,	Thomas Meek,	H. E. Cartwright, esq., J.P.,	Worshipful Salters Company,	C, 71.
12291,	Thomas Meek,	Robert Staples, esq.,	Robert Staples, esq.,	C, 77.
12298-12320,	Andrew Brown,	H. E. Cartwright, esq., J.P.,	Worshipful Salters Company,	C, 71.

Number of Question.	Name of Witness.	Name of Person replying.	Owner of Property mentioned.	Letter and No.
12624-12643-5, 12900, 13067-70, .	James Mannion, . . . Patrick Conlon, . . . Geo. Errington, M.P., .	R. St. G. Robinson, esq., . Edward Howley, esq., . . Matthew Weld O'Connor, esq., agent.	Miss Mossman, ... E. Howley, esq., ... Lord Annaly, ...	C, 41. C. C.
13367-13379, 13437-50; 13452- 13463.	William Million, . . . Denis Hunt, John Keeny,	Richard Gethin, esq., . . . William Chambers, esq., agent,	Richard Gethin, esq., . . . Earl of Erne, ...	C, 89. C, 110.
13465-13490, . 13491-13498, . 13540-69, .	Michael Flynn, ... James Gilgan, ... Thomas M'Lean, Thomas M'Laughlin.	Richard Gethin, esq., . . . Richard Gethin, esq., . . . E. Hornan, esq., ...	Richard Gethin, esq., . . . Richard Gethin, esq., . . . — Barnett, esq., ...	C, 89. C, 89. C.
13589-13600, . 13601-13610, . 13618-13647, . 13783 & 13787, &c. 13809, . 13858-13862, . 14376, . 14679 - 14703 ; 15018-15028 ; 15038-48.	Patrick Devaney, . . . James Taggart, ... James Hart, ... Rev. Eugene M'Kenna, . Rev. Eugene M'Kenna, . Rev. Eugene M'Kenna, . Lanty Hanlon, ... J. Kelly, J. Dogherty, T. M'Mullan, W. Gillespie, P. Melly, J. M'Gilligan.	Richard Gethin, esq., . . . Richard Gethin, esq., . . . James Kidd, esq., ... Michael Burke, esq., . . . Charles Deazely, esq., M.D., F. E. W. D'Arcy, esq., . . Charles Deazely, esq., M.D., Arthur Brooke, esq., agent,	Richard Gethin, esq., . . . Richard Gethin, esq., . . . Lady Louisa Tenison, . . R. Collum, esq., M.D., . . Charles Deazely, esq., M.D., F. E. W. D'Arcy, esq., . . Charles Deazely, esq., M.D., H. Granville Murray Stewart, esq.	C, 89. C, 89. C. C. C. C, 62. C. C, 150.
14796, &c., . 14922-4, . . . 14935-14938, . 14938-14946, . 14982-14983, . 14984-14989, . 15049-55, . . . 15131-15145, . 15283-15297, . 15447-15491, .	William Hammond, . . . John Ward, ... John Ward, ... John Ward, ... Patrick Flaherty, . . . Edward Flaherty, . . . Connell Gallagher, . . . George Moore, ... Andrew M'Goldrick, . . W. Healy, J. M'Laughlin, W. Foran, Roger Fehily, D. Brennan, F. Mullaly, R. Ferney.	Messrs. J. Colquhoun, . . . Messrs. Colquhoun, . . . Thomas J. Atkinson, esq., . Thomas Teevan, esq., . . . Thomas Colquhoun, esq., . Thomas Colquhoun, esq., . Major James Hamilton, agent, Thomas Colquhoun, esq., . William Middleton, esq., . Francis Barker, esq., . . .	Colonel G. Knox, ... Colonel G. Knox, ... Thomas J. Atkinson, esq., Thomas Teevan, esq., . . . Thomas Colquhoun, esq., . Thomas Colquhoun, esq., . John Hamilton, esq., . . . Colonel Knox, ... William Middleton, esq., . Major Jones, ...	C. C. C, 72. C, 54. C, 63. C, 63. C, 138; 194. C. C, 55. C, 11.
15522-32, . . . 15533-61, . . . 15671-7, ... 16037-41, . . . 16260-16269, . 16270-16276, . 16261-16276, .	Francis Kavanagh, . . . James Milmo, ... Edward Kelly, ... John Craven, ... John Staunton, ... E. Fitzgerald, ... Edward Fitzgerald and Martin Conway.	Richard Gethin, esq., . . . F. M. Olpherts, esq., . . . F. M. Olpherts, esq., . . . Sir Charles Knox Gore, bart., William Livingstone, esq., . William Livingstone, esq., .	Richard Gethin, esq., . . . — Wynne, esq., ... — Wynne, esq., ... Sir Charles Knox Gore, bart., William Livingstone, esq., . William Livingstone, esq., .	C, 89. C. C. C, 20. C, 78. C, 78.
16325-35, . . . 16336-48, . . . 16349-59, . . . 16360-71, . . . 16372-83, . . . 16384-96, . . . 16397-408, . . . 16420-31, . . . 16432-45, . . . 16446-8, ... 16449-67, . . . 16475-7, ... 16478-81, . . . 16482-4, ... 16485-6, ... 16606-16674, .	Patrick M'Ginn, ... Anthony Kerrigan, . . . Edward & Thady Heraghty, Mrs. Heraghty and Mrs. Walsh. Pat. Maguire and M. Nugent, Pat. Melia, ... Pat. Mally, ... J. Carney, ... T. Heraghty, ... Michael M'Donnell, . . . Thomas Burke, ... Wm. Hogan, ... Walter Gibbons, ... Owen Malley, ... Pat Maley, ... Stephen Flynn, Pat Kane, Pat Higgins.	Marquess of Sligo and Sidney Smyth, esq., agent to Lord Sligo.	Marquess of Sligo, . . .	C, 21 & 22.
16675-16700, . 16862, ... 16888, ... 17077-93, . . . 17095, &c., . . . 17174-7, ... 17178-86, . . . 17278-91, . . . 17295-315, . . . 17316-32, . . .	Patrick O'Donnell, . . . Rev. Anthony Waters, . . Rev. Anthony Waters, . . Rev. Patrick Lyons, . . . Tenants of C. S. Fitzgerald, esq. Thomas Gibbons, ... Edmund Larkin, ... Patrick Moran, ... E. Mitchell, T. M'Hale, and S. Burke. James Armstrong, ...	Charles Crotty, esq., . . . Stephen Gibbons, esq., . . James C. M'Donnell, esq., . Sir R. L. Blosse, bart., . . William Pike, esq., ... Richard Powell, esq., agent, Sir R. L. Blosse, bart., . . J. F. B. Tardy, esq., agent, Stephen Gibbons, esq., J.P., A. C. Larminie, esq., . . .	Charles Crotty, esq., . . . Stephen Gibbons, esq., . . J. C. M'Donnell, esq., . . . Sir R. L. Blosse, bart., . . William Pike, esq., ... C. S. Fitzgerald, esq., . . . Sir R. L. Blosse, bart., . . — Stephen Gibbons, esq., J.P., Earl of Lucan, ...	C, 12. C, 13. A, 40500. C. C. A, 40496. C. C. C, 164. C.

Number of Question.	Name of Witness.	Name of Person replying.	Owner of Property mentioned.	Letter and No.
17333-47, 17348-64, 17365-77, 17378-81, 17382-6, 17387-91, 17392-404, 17405-11, 17412-23, 17424-35, 17435-42, 17443-80,	John Corcoran, Thomas Hastings, John Walsh, Patrick O'Byrne, Patrick M'Donnell, Michael O'Donnell, James Saunders, James Flanagan, John Philbin, Peter Philbin, Michael Doyle, P. Gorman, J. Kennedy, and others.	A. C. Larminie, esq., Francis O'Donel, esq., agent,	Earl of Lucan, " Miller & Ormsby's Estate,"	C. C, 64.
17505-27, 17549, 17671-3, 17673, 17673, 17673, 17675-8, 17678, 17678, 17678, 17678, 17678, 17678, 17678, 17678, 17678, 17678, 17678,	Anthony Malley, James Gannon, James Daly, " " " " " " " " " " " " " " " " "	Francis O'Donel, esq., agent, Robert Baxter, esq., Colonel Seymour, Martin M'Donnell, esq., Thomas Higgins, esq., Alexander C. Lambert, esq., Wm. Joynt, esq., Anthony Ormsby, esq., M. Pratt, esq., Bernard Coyne, esq., J.P., John Walsh, esq., Captain J. C. Sheffield, Sir R. L. Blosse, bart., Myles Jordan, esq., Lord Oranmore, H. R. Vereker, esq., agent,	" Miller & Ormsby's Estate," Colonel Cuffe, Colonel Seymour, Martin M'Donnell, esq., J. Martyn, esq., Alexander C. Lambert, esq., Wm. Joynt, esq., Anthony Ormsby, esq., M. Pratt, esq., Bernard Coyne, esq., J.P., John Walsh, esq., Captain J. C. Sheffield, Sir R. L. Blosse, bart., Myles Jordan, esq., Lord Oranmore, Representatives of late G. R. Acton.	C, 65. C, 131. C, 165. C. C. A, 40627. C, 133. C, 163. C, 107. C, 111. C, 114. C, 172. C. C. C. C, 66.
17678, 17685, 17685-6, 17687, 17701, 17716 and 17718, 17719, 17784, 17816, &c., 18004, 18097-138, 18097-120, 18250-7, 18258-75, 18276-302, 18335-56, 18357-70, 18371-84, 18397-403, 18405-34,	" " " " " Patrick Fox, " Thomas Gannon, John M'Garry, James Kilroe, Denis O'Brien & Jno. Doorly, " James Mullaley, Michael Mills, Laurence Kilroe, Thomas Kilmartin, Andrew Doran, Martin J. Waldron, Peter Flynn, P. Morris, J. Kennedy, E. Kelly.	Walter M. Burke, esq., Allan K. Algie, esq., agent, Malachy Tuohy, esq., Captain C. C. Boycott, Sir R. L. Blosse, bart., Rev. R. Noble Jackson, C. Allen, esq., agent, Rev. R. Noble Jackson, Rev. R. Noble Jackson, Henry Smith, esq., J.P., agent, Henry T. Finlay, esq. receiver, Charles Dunne, esq., J. P. Conroy, esq., " J. P. Mahon, esq., Henry T. Finlay, esq., receiver, William Jameson, esq., J. P. Mahon, esq., R. W. Waithman, esq.,	Walter M. Burke, esq., Lord de Clifford, Malachy Tuohy, esq., Earl of Erne, Sir R. L. Blosse, bart., Rev. R. Noble Jackson, " Rev. R. Noble Jackson, Rev. R. Noble Jackson, Mrs. Blakeney, " Dunnes, minors," " J. P. Conroy, esq., " J. P. Mahon, esq., " Dunnes, minors," " William Jameson, esq., J. P. Mahon, esq., R. W. Waithman, esq.,	A, 40490. C, 79. C. C, 109. C. C. C, 139. C. C. C. C, 73. C, 136. C. C. C. C, 136. C, 136. C, 42. C. C, 74.
18435-44, 18474, 19254, 6, 19302, 5, 17, 23, 24, 19274. 20379-430, 20550-8, 20559, &c., and 20611, &c. 20580-8, 20759-84, 20944, 21015, 21020, 21026-21035, 21053-21063, 21322, 21333-21366, 21367-21393, 21420-21460, 21461-21475, 21475-21483,	Patrick Naughten, & others, Captain C. C. Boycott, Peter Moloney, Timothy Kyne, Margaret Hussey, Patrick Carey, John Flaherty Darby Curran, Patrick Noon, James Kilmartin, James Kilmartin, James Kilmartin, James Kilmartin, Thomas F. Joyce, John Graham, Patrick Hanley, Thomas Davoren, Mrs. Bolton, Mathew Nolan, Francis Leonard,	J. Fawcett, esq., Rev. John O'Malley, P.P., Henry Ede, esq., Surgeon-Major Kilkelly, John Brown, esq., Francis Comyn, esq., Colonel T. Daly, William Burke, esq., Thomas J. Tully, esq., H. T. Potts, esq., Edward W. Fowler, esq., agent, Mrs. Denis O'Brien, Robert Staples, esq., Colonel Seymour, M. C. Barry, esq., agent, " R. Smyth Dickson, esq., Martin Hackett, esq., P. Crowe, esq.,	J. Fawcett, esq., Earl of Erne, Henry Ede, esq., Surgeon-Major Kilkelly, John Brown, esq., Francis Comyn, esq., Colonel T. Daly, Lord Clanmorris, Thomas J. Tully, esq., William Potts, esq., Earl of Clancarty, Mrs. Denis O'Brien, Robert Staples, esq., Colonel Seymour, E. Mulchinnock, esq., " Alliance Insurance Company, Martin Hackett, esq., P. Crowe, esq.,	C, 162. C, 91. C. C, 176. C, 67. C. C, 117. C. C. C, 199. C, 101. C, 75. C, 77. C. C. C. C. C, 146.

Number of Question.	Name of Witness.	Name of Person replying.	Owner of Property mentioned.	Letter and No.
21690,	William Bolster,	J. G. Barry, esq.,	Lord Emly,	C.
21899-21901,	Mathew O'Flaherty,	Earl of Dunraven,	Earl of Dunraven,	C.
21940-21941,	Joseph Casey,	Sir Thomas Bateson, bart., M.P.	Sir Thomas Bateson, bart., M.P.	C, 29.
22375-22414,	Michael Lane,	Colonel M'Adam,	Colonel M'Adam,	C.
22416-22433,	Michael Lane,	Captain Mark Maunsell,	Captain Mark Maunsell,	C, 80.
22434-22441,	Patrick Kane,	Colonel M'Adam,	Colonel M'Adam,	C.
22442-22450,	Michael Kane,	"	"	C.
22451-22463,	Patrick Grady,	"	"	C.
22464-22474,	John Hartigan,	John J. Twigg, esq.,	Finch White, esq.,	C.
22475-22490,	William Howard,	Colonel M'Adam,	Colonel M'Adam,	C.
22571-22581,	James Starkey,	D. A. M'Cready, esq.,	Henry Trench, esq.,	C, 181.
22653-22662,	Michael Perry,	Captain Mark Maunsell,	Captain Mark Maunsell,	C, 80.
22723-22733,	William Halpin,	F. Burton, esq.,	F. Burton, esq.,	C, 143.
22753-22756,	John Tuthill,	Captain O'Callaghan,	Captain O'Callaghan,	C, 98.
22802-22815,	Rev. Patrick Meehan,	Thomas Gabbett, esq., late agent to R. Moore, esq.	R. Moore, esq.,	C, 161.
22862,	Thomas Colleran,	Robert Henry, esq.,	Robert Henry, esq.,	A, 40669.
22871-22873,	Mr. John Maloney,	Thomas Saunders, esq., agent,	Lady Cooper,	C, 140.
22879-22899,	John Moloney,	Wm. Townsend, esq., agent,	Lord Ashtown,	C, 112.
22945-22958,	Rev. James Cahir,	Michael Studdert, esq.,	Michael Studdert, esq.,	C, 200.
23246-23272,	Mr. Solomon Frost,	C. W. Smith, esq.,	C. W. Smith, esq.,	—
23449-23461,	Mr. Patrick O'Shaughnessy,	"	Lord Carbery,	—
23504-23507,	Rev. W. Gubbins,	"	— Cooper,	—
23508-23509,	Rev. W. Gubbins,	Wm. Townsend, esq., agent,	Lord Ashtown,	C, 112.
23516,	"	Thomas Saunders, esq.,	William Cooper, esq.,	C, 140.
23520-23551,	Mr. W. Madden,	"	Earl of Kenmare,	—
23628-31,	Daniel Connell,	R. S. O'Brien, esq., agent,	— Arthur, esq.,	C, 142.
23745-51,	Michael Hogan,	Thomas Moran, esq.,	Thomas Moran,	C.
23857-23874,	Mr. Thomas Corbett,	"	— Creagh, esq.,	—
23520,	William Madden,	S. M. Hussey,	Earl of Kenmare,	A, 40477.
23746-23751,	Michael Hogan,	Mr. Thomas Moran,	Mr. Austin Moran,	—
23788-23793,	Michael Hogan,	"	Captain Blackburne,	—
24169-24182,	Mr. Daniel Barry,	"	Sir Edmund Waller, bart.,	—
24253-24260,	Mr. Daniel Ryan,	"	— Duggan, esq.,	—
24267-77,	Mr. Michael Fitzgerald,	Robert Hunt, esq.,	Robert Hunt, esq.,	—
24285-24290,	Mr. Michael Fitzgerald,	"	Lord Monteagle,	—
24289-24291,	Mr. Michael Fitzgerald,	"	— Sayers esq.,	—
24301-24324,	Mr. Michael Meehan,	Captain Gloucester,	Captain Gloucester,	C, 160.
24329,	Mr. Michael Meehan,	W. Sydney Cox, esq., agent,	Captain Gloucester,	—
24362-24376,	Mr. Michael Stritch,	Edward Joynt, esq.,	Edward Joynt, esq.,	C, 189.

DIGEST OF EVIDENCE.

* * The names of counties stand for those in respect to which the evidence was given; the names of places in *italics* are those of the places where the evidence was taken.

De Moleyns, Thomas, Esq., Q.C., County Court Judge for Kilkenny County; *Dublin*.

There have been only fifteen or sixteen Land cases in County Kilkenny since the passing of the Land Act, 5. The difficulty in estimating compensation for improvements largely got over by the Judge seeing the farm for himself, where reasonably practicable, 13, 83. Every facility given by both landlords and tenants for such personal inspection, 14. Compensation for disturbance operates silently to discourage causeless evictions, 15, 65. Never gave the maximum amount in any instance, 19. Compensation for disturbance insufficient from tenant's point of view, 19. Case in which a question of reasonable rent arose, on landlord's plea for an increase of rent, decided it was not a reasonable increase—compensation for disturbance accordingly given, 21. The purchaser of a tenant's holding, without the owner's knowledge, is by the Act, entitled to compensation for improvements, 44. If demesne lands are let for a continuous number of years, they may lose their character, 48. Case where witness held this to be the case, 49. But it is a question of fact, 48, 52. Thinks the Equities section gives a very large but useful discretion to the Court, 53. There has been no agrarian crime in the County Kilkenny for the last ten years, 77–9. Five appeals from his decisions in land cases, but no reversal, 80–2. Rather objects to assessors as far as his experience goes; the country people would sooner do without them, 85, 86. Knows of no attempts on the part of the landlord to get the tenant to contract himself out of the Act, 93, 94. The improvements are generally made by the tenants, but on a few large estates—the Clifton, Col. Tighe's, and Lord Bessborough's, the improvements are made by the landlords, 95–98, 107. The Act tends to stimulate the tenant to make improvements, 102. Landlords should specify their improvements and register them, 105. As a general rule ejectments should only be for non-payment of rent, 115–117. Considers that the scale of compensation for disturbance might be enlarged, so as to meet any possible cases of great hardship, 122–128. In favour of extending the Ulster custom to Ireland, 132–135. Origin of Ulster custom, 139–141. A tenancy from year to year as much a term as a regular lease, 145. Kilkenny a model county; very little rent raising, and few ejectments for non-payment, 146–150. In one case, where there was an attempt to increase the rent, considered increase unjust, and gave compensation for disturbance, 151–52. Landlords do not as a rule allow their tenants to sell; no general custom like the Ulster custom, 156–160. Considers it very objectionable that the County Court Judge should be a resident in the county, 164. Considers it desirable to have a scale of compensation for disturbance, since the substituting of discretion for law should be avoided as far as possible, 165–168. Thinks assessors would be of considerable assistance if they were first-class persons in a position of independence, 172. Tenants from year to year are often burdened with jointures and fortunes, and their tenancies made the subject of rough settlement, 188–193. The value of the disturbance is taken for purposes of administration, 194–7. Other tenants are willing to meet the claim for disturbance upon a landlord who has evicted a tenant—that is, the incoming tenant gives a certain sum to the outgoing tenant with the landlord's consent, 204. Custom must be established by a multitude of instances: the practice on a single farm will not suffice, 205, 206.

Ferguson, Robert, Esq., Q.C., County Court Judge for the West Riding of Cork County; *Dublin*.

There are about forty Land cases yearly in the West Riding of Cork, arising out of notices to quit and ejectments, with a view of raising rents or getting possession, 211, 215. A land claim is seldom brought except after decree for possession is given, 215. The claims are generally for disturbance and improvements, 216. As a rule, decrees are given in favour of tenants, 217. Claims generally are for compensation for disturbance, and for improvements: decrees in most cases in favour of the tenant, 216, 217. Actual evictions not at all in proportion to the number of claims—the dispute being often settled through the interference of the Chairman, pending proceedings for compensation, 220. There have been cases where landlords of much the same class as their tenantry were prepared to take the land into their own occupation, or give it to another tenant, who would pay them more than the 3rd section would allow, and where a compromise could not be arranged, 221. There was one case of a landlord of position who evicted twice, and each time got more from the tenant than the compensation, the maximum for disturbance being awarded, 221–3. Where ejectments are brought into the County Court, the Judge has many opportunities of bringing about an amicable settlement, 241. In nearly every case, the Judge was successful, where the ejectment was for non-payment of rent, in getting time extended, 241. Cases of ejectment for non-payment of rent should not be brought in the Superior Courts, as it deprives the County Court Judge of all chance of settling between the parties, 241. Suggests power to be given to remit arrears, and give compensation in cases of ejectment for non-payment of rent, if fair terms are rejected by the landlord, 242. The County Court has power to postpone execution of decree for one year, 243. Nearly every case of ejectment for non-payment of rent settled through intervention of the Judge, in consequence of this power, 246–8. An independent valuator or valutors, if possible belonging to the district, essential for guidance of County Court Judge, in cases of disputes about rent; disputes as to rent should first come before the valuator, and if not then settled, ejectment for non-payment of rent should come before the County Court Judge, with appeal as at present, 249–253. Compensation for Improvements clause defective, 254–6. No new tenancy between same parties should destroy right of tenant to compensation for improvements, in absence of contract to that effect, 257–9. Does not hold that a notice to quit constitutes a new tenancy, but new lease does 260–3. Few cases of hardship, and mostly on small estates, where landlord and tenant are much of same class. On large estates, seldom come to Court, 264–6. Cases in Superior Courts, causing ill-feeling, 267–8. If no defence in Superior Courts, no opportunity of compromise and more costs, 271–2. Compensation claim can only arise after tenant being finally put out, and land given up, 276–9. No advantage in diminishing period for redemption, 282–4. Tenant generally reinstated as caretaker, 285–91. Cases of redemption generally the act of mortgagees, 292–5. Exceptions in section 4 of Land Act too numerous, 296–7. "Equity clauses" most valuable, 299. In favour of perpetuity of tenure, 303–5. Suggestions of means of fixing rent, 306–11. Should be illegal to contract out of Land Act, 312–13. Compulsory division of county cess, 314. Improvements made by tenant, 315. Leases avoiding claim under Land Act increasing, 316. In land cases, personally inspects farm where prac-

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Ferguson, Robert, Q.C.—continued.

ticable, 317. Not worth while appointing assessors, 319. Disapproves of peasant proprietary on a large scale, 320-21. In cases where tenants had a large share of the purchase money, would be an advantage, 321-2. To purchase out all landlords an impossibility, 325. Some land in Cork so poor tenant could not live if rent free. Distress the cause of present agitation, 327-30. A good measure of tenant-right all over Ireland sufficient, with clauses against sub-letting and subdivision, 331-3. Especially necessary with peasant proprietors, 334-7. Tenants, as a rule, well disposed towards their landlords, 339. The labour question, 339-40. Cases of hardship rare on large properties, 341. Some of the best landlords opposed to any legislation, 343-4. Landlords' hands tied by mortgages, 344-5. One bad case of hardship affects a whole district with a feeling of uncertainty, 353-5. Rent higher where land let by English than Irish acre, 357-8. A body to purchase land for tenants a great advantage, 362-4. Many landlords would sell if facilities given, 365-6. No indisposition to pay fair rents, 367-8. Present Land Act affords insufficient protection, but has done much good, 375. The Act gives tenant facilities for borrowing, 378. Deters landlords from rent raising, 379. In unjustifiable evictions, always gives the maximum compensation, 383-4. Would preserve ownership, but give security to tenant, 391. In favour of compulsory tenant-right, 392-5. Would not limit peasant proprietary to large holdings, 396-8. Case of a labourer purchasing tenant-right, 399-400.

Ormsby, Right Hon. Henry, Judge of Land Court.—Dublin,

Discharges all receiver business, 401-7. Hears applications for reduction of rent, except in lunacy matters, 408-9, 421. Has control of receivers and management of estates, 410-1. Abatement of rent generally granted, except where tenants well able to pay their rents, 412-3, 422-3, 620-1. Procedure in such cases, 413-5, 424, 466-8. Number of receivers appointed in 1879 and 1880 by Land Judges, and previously, 416-418. Gross rental under receivers, £438,429, 418, 559, 560. Few applications for abatements from Ulster, 425-429. Rents generally higher than tenement valuation, 430. Applications for abatements are on ground of bad seasons, failure of crops, and rent too high, 431-3. Generally made when a year's rent due, 434-442. Mode of letting land in Court, 444-8. Ejectment rare by receivers except for non-payment of rent, and with leave of Judge, 449-459. Appointment and payment of receivers, 460-4. Transfer permitted by tenant if party solvent and proper, 469-476. No inquiry as to amount of purchase-money, 473-4. Applications for sales by tenants come from all parts, 475-6. Cases of sales to tenants under Bright clauses, 477-480. Case of the Harenc estate, 480-499. Suggestions for amendment of Bright clauses—Board of Works might be enabled to lend, subject to rent-charges or jointures, where security good, 500-504, 518-524. Cases in point, 504. Expenses of loans, 507-513. Not desirable to encourage purchase by tenants where whole purchase-money is borrowed, 515-7. Increase of receivers owing to delay in sales through want of demand, and operation of Judicature Act facilitating appointment of receivers, 525-9. House property sells better last two years, 530-2. Selling value of land in Landed Estates Court, 534-540. Existence of tenant-right contributes to higher selling rate of Ulster estates, 540-1. Proportion between rent and tenement valuation, 542-6. Danger of peasant proprietary in next generation subdividing, 547-550. Scheme should be confined to industrious tenants, 551. Sales in Court of lands to pay off paramount charges, 562-6. Cases of agreements for sale to tenants outside Court, 567-8. Costs in such cases,

568-570. Procedure in forming lots to facilitate sales to tenants, 571-3. A separate Commission not necessary, but would save trouble to Court, 574-5. Course of procedure where trustee for tenants buys, 576-584. District registries of title not required, 589. Working of Record of Title, 590-607. Practically a failure, 593. Tenants seldom record title, 608. Local registries would require very competent men; cause confusion where land held by same owner in different districts, 610-3. Buyers in trust for tenants are regarded by the Court as themselves the purchasers; no practical danger of fraud, 614-5. Abatements fewer where tenant-right exists, 616. Sales of tenants' interests are sanctioned apart from custom, 617-8. Postponements of rent till after harvest frequent, 622-3. Alienation unobjectionable in case of purchases under Bright clauses, 624. Would not object to puisne mortgaging, 625-6. Abatements of rent do not affect incumbrancers, 627-633. Cases of sales of tenant purchasers' properties by judgment mortgagees must be with consent of Board of Works, 633-5.

Greene, John Ball, Esq., C.B., Commissioner of Valuation.—Dublin.

History of valuation in Ireland, 637. Basis of townland valuation of 1826, 637-651. Valuation Act of 1846, 645, 652. Valuation Act of 1852 (Griffith's), 652. Basis of Griffith's valuation, 657. Scale of prices in Act of 1852, and in 1877-8, 658-674. Valuation of part of Ulster on higher scale than south and west. Been later made, and greater produce there, 675-7. Valuation not a standard where tenant-right exists, 678. Interest on the tenant-right purchase should be added to the rent, 678, but on revaluation not possible to take this into account, 679-81. Change from arable into pasture since valuation, 682-7. No alteration in valuation of land, but there is of houses, 690-4. Total valuation of land and houses, 695. Statistics of arable and non-arable land, 698. No valuation for shooting purposes, 713-5. No of holdings in Ireland, 723. Area under crops in 1859 and 1870-72, 725-732. In 1876, addition of 33 per cent., estimated for a new valuation, 744-5. A fair rent would be above Griffith's valuation, 747-58. Special valuations in view of loans under the Bright clauses, 759. Board of Works now advance thirty years' purchase on Griffith's valuation, 759-760. Special valuation paid for by tenant, 765. Peasant proprietary might be tried with farms of considerable size, and tenants who had the money, 775-782. Valuation began in 1853, and ended in 1865, 783-9. Additions required to bring other counties to Ulster standard, 790-5. Ulster valuation on scale of prices lower than at present, 795-6. County Dublin, revalued 50 per cent. increase, including buildings, 797-811. Valuation of inferior land nearer actual value than better land, 815-8, 855-6. Scale of prices under Townland Valuation Act, 819. Valuation of Munster, 822-4. No. of farms consolidated from 1872 to 1876-7, 824-8. Mode of valuation adopted and sort of valuers employed for tenement valuation, 829-833. Principles to be adopted in new valuation, 834-847. Ulster valued higher because farmed better, 848-50. Valuation of light land in county Cork, 851-6. New valuation of county Dublin not based on scale of prices, but actual letting value, 857-862. Valuation Office able to furnish competent men to settle fair rent in disputes between landlord and tenant, 863-9. No. of agricultural holdings in Ireland less than 500,000, 870-2. Persons living near towns, might be helped to purchase four or five acres, but not in remote country places, 873-6. Increase of annual payments over rent in case of advances under Bright clauses, when purchase-money twenty-five and twenty-seven years' purchase, 877-8. But need not be if loan at lower rate, or period of repayment extended, 879, 880.

La Touche, John, Esq., Harristown; counties Kildare, Leitrim, Dublin, Tipperary, Limerick, land-owner.—*Dublin.*

The Land Act works extremely well, 885. Should be extended to leaseholders, and provide full compensation for improvements on quitting, 885. Advantages of Act, as to compensation for improvements, should be extended to all tenants, 887, 909, 917-920. The exceptions should be removed, 889-890. All tenants should be protected from contracting themselves out of the Act, 891-4. Case where witness could have appropriated all the tenant's improvements, 895-909. Lease at low rent in consideration of tenants' improvements, not case for compensation, 910-2. Registration of improvements might be done at Petty Sessions courts, 913-5. Does not recognise sale of the good-will, 922-929. Even in case of voluntary surrender, and where landlord is unable to pay for the improvements, 941-5, 974-981. General introduction of tenant-right would be unjust to landlord who lets at low rents, 930, 953-964, 970. A tenant selling to recoup himself for improvements, 935, 973-4. The Ulster tenant-right system cripples the incoming tenant, 946. Has run up land beyond its legitimate value, 946-950. Tenants offer more than a fair rent, 953-969. Improvements should include all added value not exhausted, 971-3. Cases of tenants in county Leitrim under long leases—unable to pay rents—holdings greatly subdivided, 984. Purchasers under Bright clauses would subdivide, 984-7. Advanced money for emigration to tenants surrendering, 988, 1013-4. Another case in Kildare of a long lease greatly subdivided, 991. Would promote peasant proprietorship solely by simplifying and cheapening the transfer of land, 992-3. Cost of present system of land transfer, 994-5, 997. Class of substantial yeomen proprietors would be a great benefit, 1001-2. Tendency to subdivision still exists, 1008-1012; but not to same extent since emigration set in, 1013-17, 1022. Farms of less than fifteen acres too small, 1027-30. A body to purchase and resell to tenants would lessen costs of transfer, 1036-7. Would not limit the power of mortgaging small holdings or large estates, 1056-60. Would prohibit subdivision without limit in case of peasant proprietors, 1072. Similar objections to subletting, 1078.

Sweetman, John, Esq., Merrion-square; counties Kildare and Meath, Farmer proprietor.—*Dublin.*

Gave two tenants leases of 999 years; great improvements made in consequence, and security for rent improved, 1083, 1105-6, 1116-19, 1146-7. Punctual payment of rent and no reduction asked, 1112-3. Experiment satisfactory, 1244-8. Great expense of leases—instances, 1086-91, 1096-1104, 1111. Leases contained clauses against letting in conacre, but not against subdivision, 1092-5. Tenants of seven acres can live by aid of sons' work or dealing in cattle, 1121-4. Compensation for disturbance insufficient; in fact no compensation will satisfy small tenants, 1126-30. Consolidation by Mr. Nicholson and eviction before and since Land Act to turn farms into grazing land, 1131-7. Ill-feeling in consequence, 1137-43. Ejectment only for non-payment of rent would give security, 1144-5. Peasant proprietorship would encourage thrift, and through natural causes the farms will get into best hands, 1151-6. But a general scheme not practicable financially, 1157-8. Fixity of possession except for non-payment of rent would give sufficient security and satisfaction, 1159-60. The right to sell most important, as the thrifty supplant the lazy, 1160. Case of Mr. Elcock who got highest compensation under Act, but insufficient, some buildings not being agricultural, and he lost several thousand pounds, 1161-78. Tenant will agree to any rent sooner than be evicted, 1179, 1190-2. In case of dispute as to rent there should be arbitration, 1181-9,

1197-8. Improvements generally made by tenant, 1193-4. Tenants consider the land their property as long as they pay a fair rent, 1195-6. Member of Tenants' Defence Association, 1201-4. Case of ejectment by landlord resuming possession; bitter feeling produced, 1206. No danger of excessive subdivision, 1213-5. Conacre exhausts the soil, 1216. Studied question of peasant proprietorship on Continent, 1218-23. Peasant proprietorship would improve farming and character of people socially and as citizens, 1224-30. In Cavan many small farms on which tenants live comfortably, 1231-6. Tenant-right exists to a great extent in Cavan, 1238. Not generally in Meath, 1241-2. Case of rent-raising on death of tenant, causing ill-feeling, 1239-40.

Patterson, Rev. Samuel S., Ballygoran; Co. Kildare, Wesleyan Minister.—*Dublin.*

Is a tenant farmer, 1254-9. His action against Duke of Leinster, 1260-9, 1272-5. Yearly lease offered him, with stringent covenants, barring compensation except for improvements agreed on, 1270, 1281-94. Effect of lease to disturb and unsettle the tenants on the estate, 1292. Consent of landlord to tenant improving should not be required, 1296-7. Duke of Leinster improves with money from Board of Works and tenants pay increased rent, 1304-7. No general custom of improvements by landlord, 1309. Eviction of trustees of College of Maynooth on refusal to take lease, 1309-13. Lease refused by few tenants of estate; generally signed, but reluctantly, 1314-5. Rent should be subject to arbitration or decision of court, 1317-8. And tenant paying such rent should not be ejected, 1319. Such a law would produce tranquility and prosperity, 1320-7. Tenant-right custom of the greatest advantage in North, 1329. With security witness could double produce of farm, 1329. With security Irish tenants would be industrious, 1330. Tenants agree to pay too high rents, 1331-4. Land Act conferred great benefits, 1337. And has worked fairly, though it does not go far enough, 1337. Power of ejectment checks improvement, 1340. Free sale would lead to consolidation of holdings, 1341-6. Case of eviction by Duke of Leinster, 1347-50. In case of ejectment for non-payment of rent, tenant should have right of sale, 1353-4. Greatest defect of Land Act is power of contracting out of it in tenancies over £50, 1355. Large tenants in great distress and want protection as much as small, 1356-63.

Robertson, Mr. Thomas, Narraghmore; counties Kildare and Louth, Tenant-farmer.—*Dublin.*

Insecurity of tenant prevents improvement, 1375. Land Act failed in being permissive in its provisions, and in the absolute power given to Judge, 1376-7. Case of *Trye v. Duke of Leinster*, 1380, 1393-1402. Compensation insufficient, 1380, 1386. Should be a jury in land cases, 1381-5. Would approve of a valuator as assessor, or of County Court Judge, 1403. Cases of rent unduly increased under pressure of notice to quit, and of tenants compelled to sign lease ousting claim under Land Act, 1404-23. In favour of fixity of tenure, valued rent, and free sale, 1424. Tenants have as much capital invested in the land as the landlords, 1426-1430. Payment of compensation no bar to eviction; landlord gets it back from incoming tenant, 1436-7. Case of landlord on purchasing estate raising rents and compelling tenants to take leases, 1438-46. As a rule, landlords do not improve, and all improvements are by tenant, 1447-52. Ireland would require expenditure of twenty years' rental to bring it to same condition as Great Britain, 1453-6. The three F's would settle the land question, 1457-8. Permissiveness of Land Act its greatest defect, 1461-4. Procedure to obtain compensation objectionable; would prefer a jury or arbitration, 1465-70. Land Act has led to general

Robertson, Thomas, Esq.—continued.

raising of rent, 1472. Rents should be settled by arbitration, 1475. Land Act admits principle of rent valuation by the Land Court, 1478–83. Either party should at any time have right to get new valuation of rent, 1484–91. Tenant should have power of sale to highest bidder, subject to reasonable veto, 1493–1500. Would have power of eviction for deterioration, 1503–5; but not for subdividing or subletting, 1506–7; nor for bad character, 1509–12. Power of raising rent on tenants' improvements prevents them improving, 1512–3, 1515. Fair to raise rent if landlord improved, 1514. In favour of peasant proprietary as a gradual process, and of free trade in land, 1516–22. Estates should be sold in holdings, 1523–4. Great costs of sales in Court obstacle to working of Bright clauses, 1525, 1537. Government should advance entire purchase money, 1528–30. Landlord should bear costs of investigating title, 1534. No sales to tenants of their farms in Kildare, 1539. Great improvements made by peasant proprietors on commons of Kildare, 1540–5. Distraint rare, 1546–8. An invidious power, 1547. Sales permitted by Duke of Leinster of tenants' interests, but subject to acceptance of Leinster Lease, 1550–5. Tenant-right not in northern part of County Louth, except in a few estates, 1558–9. Condition of labourers, 1561–9. Wages falling last two years, 1564; now *ls. 6d.* a day, 1567.

Townshend, Charles U., Esq., Molesworth-street, Land Agent.—Dublin.

In Counties Antrim, Cavan, Down, Dublin, Kildare, Kilkenny, Monaghan, Tipperary, Tyrone, Monaghan, Waterford, Wexford, and of general experience, 1570–3. Griffith's valuation and Ordnance maps of great value, 1574. History of valuation from 1826, 1574–6. Error in Act of 1852 in directing deduction of all rates and taxes led to low valuation of counties first valued, 1576. Government valuation is a guide to letting value, but it varies, and in mixed arable and pasture land 25 to 30 per cent. might be added, 1577. In pasture lands sometimes 100 per cent., and in mountain districts 500 per cent., 1578–79, 1633–7. The valuation is not relatively fair as between North and South, 1580–4. More tillage and more produce in North than in South, 1585–1590. Southern tenant being lower valued gets higher compensation for disturbance under sec. 3 than the Northern tenant, 1592–5, 1598–1600. Rent as fair in South as in North, 1596–7. Table of prices of produce under Act of 1852, in 1867, and in 1877, 1605. Variations in prices of cattle since 1877, 1606–12. Elements of valuation of land, 1613–24. Return from *Farmer's Gazette* of prices of agricultural produce from 1830 to 1879, 1624–7. Farms seldom change hands, 1639. And rents little raised last twenty years, 1640. Rents raised more in large than in small holdings, 1641. Griffith's valuation fallacious, 1643–6. A general valuation should not extend over two or three years, 1647. Revision of valuation only for houses, 1648. A new valuation would not distinguish improvements of landlord and tenant, 1649–1650. Elements of valuation for rent—price of labour, locality, market, elevation, general improvements of country, 1655–1660.

Bernard, William L., Esq., Chief Clerk to Commissioners of Church Temporalities.—Dublin.

Modes of mortgaging under Church Act and under Bright clauses, 1668–9. Freedom of alienation to purchasers borrowing from Church Commissioners, 1669–1672. Similar freedom would aid working of Bright clauses. Purchase clauses in Church Act have been very successful, 1678. Great improvements by the new owners, 1679. Great punctuality in payment of annuities, 1680–2, 1821. Creation of peasant proprietors would promote loyalty and order, 1684–6. Should be promoted gradually, not by wholesale purchase, 1687–8. Board should have dis-

cretion to lend entire purchase money, 1689–1691. Owners of estates wishing to sell would accept State debentures through Public Board constituted for purpose, 1692–9. Stamp duty and cost of conveyancing would be remitted by Board, and adding a small percentage to purchase money, 1700–2. Mode of conveyancing under Commissioners, and costs, 1703. Disputes of Commissioners with their Solicitor, 1708–12. Action of Incorporated Law Society, 1710. Commissioners' scheme of conveyancing and costs worked well, 1719. London Companies and other corporations should be compelled to sell at prices fixed by impartial tribunal, and be paid in State debentures, 1720–6, 1737, 1821–32. Suggestions as to creation of a three and a half per cent. land stock, 1732–3. And as to charging orders, exempt from stamp duty, in lieu of ordinary conveyances and mortgages, 1734, 1833–5. Mode of determining amount of purchase money by tenants under the Church Commissioners, 1754–7, 1792–9. Mode of dealing with the residue unsold to tenants, 1758. The Church lands sold to tenants were principally in Ulster, but scattered all over Ireland, 1761–6. Difference of law as to right of apportionment of head rent, 1768–73. Fee-farm rents should be apportionable, when sales made to tenants, 1774–8. Or placed upon one lot indemnifying the others, 1779–1791. Proportion of fee-farm rents to value of estate, 1789–91. One Commission should manage the whole system of sales to tenants, 1802. Following the system and having the powers of the Church Commissioners, 1803–4. With option to tenant to purchase by terminable annuities, 1805–12. Mode of collecting payments by Church Commissioners through receivable orders, 1816. Valuations for purposes of sale to Commission, 1821.

Allen, Mr. Samuel Joseph, Income Tax Surveyor.—Dublin.

In Counties Cavan, Donegal, Fermanagh, Galway, Leitrim, Mayo, Monaghan, Roscommon and Tyrone, 1836–7. Had opportunities of knowing proportion between rent and valuation, 1838–41. In Union of Loughrea, rent very frequently double the valuation, 1842. In Clifden and Oughterard Unions, sometimes four times the valuation, 1843. In Donegal, Fermanagh, Tyrone, rent often under Government valuation, 1844–52. Mountain land low valued in the West, 1853. Mountain grazings sometimes held separate from, sometimes appurtenant to arable holdings, 1854–62. Tendency to consolidation in the West, but not on a large scale, 1863–4. Consolidation greater before 1870 than since, by checking evictions through compensation clauses, 1874–1881. Great anxiety of tenants to become purchasers of their holdings, 1882–4. Purchasers in the North working hard and living frugally to repay advances, 1886–8, 1890. Very satisfied, 1889. In Tyrone large number of farmer proprietors of old date, 1891–5. Subdivision not common, nor to undue extent, 1896–8. Very few leases in Galway and Mayo, 1899–1900. Very few since Land Act, 1901. Tenants in West and North prefer leases to yearly tenancies, but landlords before and since 1870 have been unwilling to grant them, 1902–4. In the North, tenants desire leases, if at a fair rent, and they did not sacrifice the tenant-right, 1905–1915. Disturbances in Mayo due to evictions and passionate attachment of tenants to their farms, 1919. And to want of security, 1933–4. In West great poverty through extreme subdivision in some parts, while other parts are held in large farms, 1920–4. Owner of twenty acre farm in West could live in comfort, 1929–30. Or, if tenant, he had security, 1931–2. Tenant-right in Donegal, cause of quiet, 1933–7. In Galway and Mayo tenants save money, but do not improve, 1938. Case of tenants improving under sense of security on Mr. Tighe's estate, 1939–1942. Land Act at first stimulated improvements, 1943. Landlords seldom contribute to tenants'

Allen, Mr. Samuel Joseph—continued.

improvements, 1943. No tenant-right in Galway or Mayo, but sale permitted, 1944. Rent often raised on tenants' improvements, 1946-7. No general increase of rent, 1950. Tenant unable to resist demand of exorbitant rent, 1951-2. Extension of Ulster custom to all except grazing farms would be beneficial, 1953-8, 1964-5. "A dumb priest gets no parish," 1959. It would be acceptable even where landlord makes the improvements, 1960-2. Landlord should be compensated for his improvements by increased rent, 1961-2. Independent arbitration to settle disputes about rent, 1964. Griffith's valuation practically useless for rent or taxation purposes, 1967.

Reeves, Robert Edward, Esq., Landowner and Land Agent—Dublin.

In Kilkenny, Limerick, Queen's County, and Tipperary, 1968-70. Tillage land in Tipperary dearer at Government valuation than grass farms at 20 per cent. over, 1975-6. Witness has reduced rents of tillage lands since 1868 to about Government valuation, 1978-9, 2009-2010. Tenant is not evicted—allowed to sell, and arrears deducted from purchase-money, 1981-2. No consolidation of farms to any extent, 1985. Leases of thirty-five years general with clauses for good husbandry, to keep in repair and against conacreing, burning, subletting, and selling with assent, 1986-1990, 1998. The good will of holdings sells at fourteen to fifteen years' purchase: Instances, 1992-7. Landlord exercises reasonable veto on incoming tenant, 1999. Permission to sell not general in Tipperary or Queen's County, 2000. Since 1875 sale by tenants at will—at seven years' purchase for small mountain farms; one tenant bought four holdings, 2001-6. Right of sale would be important, but rents are sometimes too low, and sometimes too high, 2007. On Lord Devon's estate, permission to sell is recognized. In Switzerland half the farms are mortgaged, 2011-4. Is opposed to peasant proprietary, 2013. French in wine districts thrifty and industrious, but poor, 2015-7. Landowners of 100 to 150 acres would be an advantage, 2020. Near towns smaller proprietors would be valuable, 2021. Rent of land in North higher than in South, 2026. Lands of old proprietors in Limerick and Tipperary are low let; of English purchasers are high let, 2029-31, 2080-3, 2100-2. Rents of latter raised much; result, very much dissatisfaction and danger, 2031-3. Farms should not be let by competition, nor where landlord lays out nothing, at more than fair rent, 2034-5, 2070. Large improvements on Mr. R. Pigot's estate, and no increase of rent, 2036. Raising rent where land let fairly checks tenants' improvements, 2037. Landlord should be compensated for his improvements by moderate increase of rent, 2035-9, 2071-4. In Limerick much improvement by landlords, 2040. In case of dispute as to rent, arbitration is the only course possible, 2043-5. Much improvements by tenants on mountain lands in Galtees and Slievebloom, 2047-52. Tenants very poor, though low-rented, and having practical fixity of tenure, 2054-60. The Swiss marvellously industrious; better clothed and housed, but worse fed than the Irish, 2062-8. Loans should be given to tenants for improvements under superintendence of Board of Works, 2075. Leases at fair rents, rent at termination only to be raised on landlord's improvements would give security to landlord and tenant, 2076-9. In favour, up to recent time, of periodical revisions of rent, 2085. Rents likely to fall in the future, 2086-7. Should be periodical revision of rent, at wish of either party, 2088-90. On introduction of a compulsory tenant-right, a new valuation, 2091-2. Too much rent offered for land, 2099. Desirable that tenants on sale of estate should have opportunity of purchasing their holdings, 2102. Difficulty in fixing purchase-money, by tenant having right of pre-emption, 2104-5. Poor rate and county cess should be divisible between landlord and tenant,

2105. Tenants this year assisted to borrow for improvements, 2108-9. In general, landlords contribute largely towards improvements on farms, 2110-1.

Meagher, Rev. Thomas, P.P., Newport, Co. Tipperary.—Dublin.

Condition of tenants not materially improved by Land Act, 2113. Absence of jury a great blot, 2113-6, 2129-32. Set-off for dilapidation is valued at present prices, whilst tenants' improvements are valued at prices of time when made, 2118. Meaning put upon "predecessors in title" has led to evasions of provisions for compensation, 2120-2. A jury of arbitrators should decide compensation, 2130-2. In favour, for North and South, of perpetuity of tenure at fixed rents, 2138-9. Tenants should have power of free sale and of subdivision, 2140-3. A fair rent should exclude tenants' improvements, and in case of dispute, be fixed by arbitrators, 2145-6, with umpire, appointed by Government, 2151, 6. In favour of Griffith's valuation, *minus* tenants' improvements, as basis of fair rent, 2149-51. High-class pasture lands are low valued in tenement valuation, 2153. Subdivision should be permitted down to a certain point—say twenty acres, 2156-9, 2194-5. Evicted persons starving in adjoining villages, 2160-7. Farmers have only three months' labour for labourers in the year, 2168. Wages are 1s. to 1s. 2d. a day, 2169-70, 2173. Eviction of small holders due to provision as to payment of poor rates on holdings valued at and under £4, 2171. No poor rate should be charged on holdings under £4 valuation, 2180. Erection of labourers' cottages should be made compulsory on landlord and tenant, 2181. On pain of landlord forfeiting his rent, and of tenant losing his fixity of tenure, 2182-2193. Large pasture farms should be broken up into residential farms, 2195-8. The labourer should be under the landlord, 2201. Peasant proprietorship scheme should not extend to grass lands or holdings beyond £100 value, 2204-8. Ejectment should be for not less than two years' rent due—in analogy to Roman Law, 2208-11. Hanging gale is going out of use, 2212. Leases of thirty-five years at fair rent, as under 28th section of Land Act, should be made compulsory, 2213-6. Where tenant has made improvements, he should have a fixed interest, 2218-2222. Tenant should be debarred contracting himself out of Act, 2222-3. Fixity of tenure should be confined to residential holdings under £100 valuation. Above that limit, or where landlord makes all improvements, there should be free contract, 2228-40. Except on one or two estates, landlords do not make improvements, 2244. Limited right of sale generally exists, 2247-8. In favour of free sale, 2249-51. And without a veto on incoming tenant, 2252-3. Landlord should have right of pre-emption, if he pays full price, 2254-5. High rents not usual, nor is rent-raising, 2257-61. Instances of rent raised on tenants' improvements, 2262. Scheme for promoting peasant proprietorship by Registry of Title and Land Debentures, 2267-2270. Produces evidence from a meeting of tenant farmers as to rents and valuation in the parish of Newport, 24135. Right of sale exists here and there, 24136. Messrs. Hamilton and Hussy have raised rents, 24182.

Coleman, Mr. Bernard, Ballybarrack, Dundalk; Co. Louth, Farmer.—Dublin.

Farmer proprietor, with a few tenants, 2273-80. Case of increase of rent under notice to quit to more than fair rent, 2283-2290, 2297-8. Compensation for disturbance should not be limited to tenants of under £100 valuation, 2293. Case of farm unlet where tenant evicted for nonpayment of rent, 2293. Loss of part of a farm affects system of farming, 2297. Case of several rises of rents on tenants' improvements, 2302-4. Case of purchase in Land Court by witness, forced to give upset price, beyond its value, 2305-9. Price included value of his own improvements, 2310.

Coleman, Bernard—continued.

Sheep-feeding enriches land much, 2307. If evicted by new purchaser he could have recovered nothing for disturbance, and for improvements, little, 2308. Rent had been raised in 1874 on tenant's improvements, 2308. Compensation for disturbance should extend to tenancies of any valuation, 2326. Permission to sell given, but not as a right, 2327-9. Case of tenant-purchaser borrowing and refused alienation by will, 2334-47. Could not get two-thirds of purchase-money, 2335. Purchaser has no control over his property till advances repaid, 2346-8. Does not object to prevention of subletting and subdivision, 2347. Though the Board has only advanced one-third, purchaser is subject to forfeiture if he charges it with a shilling, 2349-58. No deduction for income tax by Board, 2350. System of loans under Bright clauses no advantage, 2351-63. With better security tenants would make more improvements, 2366-7. Tenant-right in Louth would be a benefit, 2380-2. Does not think valuation of rent by independent authority practicable, 2383, 2393. Compensation should not be less than one year's rent in any case, 2387. General feeling in favour of fixity of tenure at valued rents, 2391. In favour of right of sale by tenant, 2394. No necessity for veto in landlord, 2395. Little capricious eviction in county Louth, 2396. In favour of retaining right of eviction, and of altering rents, 2398-2405. Difficulty of valuing rents, 2406. In favour of enlarged scale of compensation in case of farms of all sizes, 2407-8.

Derham, Mr. Andrew, Skerries; Co. Dublin, Farmer.—Dublin.

Tenant-farmer and small owner in fee, 2410-6. On Mr. I. T. Hamilton's estate Ulster custom prevailed before 1870, but since, a movement to break it down, 2417-8, 2425-6. Case of tenant-right purchase by witness, 2417-24. Case of tenant refused liberty to sell, who held on till evicted for non-payment of rent, when he got stipend for life, 2428-31, 2434-7. Custom was approval by landlord of tenant incoming, but not of price, 2432-3. Matters in which Land Act has failed—1st, insufficient compensation for improvements, 2439. Compensation should not be lessened for time of enjoyment, 2439. 2nd. As to tenure, there should be perpetuity, with free sale. Prevention of sale pernicious—as land becomes deteriorated: case in point, 2439-2440, 2460. Rent should be regulated by some court or Government official, 2441-2. Estates of absentees should be sold to tenants, State advancing three-fourths of purchase-money, 2442-3. Exorbitant rents lead to deterioration of land—case, 2444-7. Corporations' estates should be sold to tenants, 2448. Landlords do not mingle with their tenants sufficiently, 2448. Advances by Board of Works insufficient where tenant has made valuable improvements, 2448. Witness got loan of only £2,400 out of between £7,000 and £8,000 purchase-money, 2450-3. Payment of county cess should be divided between landlord and tenant, 2454. County cess section of Land Act excluded in new leases, 2454-6. Landlord should not be allowed to contract himself out of his liabilities under Land Act, 2457. Extension of Ulster custom satisfactory, if landlord prevented putting on an unfair rent, 2458-60. Tenants' improvements should be excluded, landlords' included, in valuation for rent, 2462-4, 2481-4. Revaluation of land for rent might be every twenty years, 2461. Repayments by tenant purchasers at 5 per cent. are too heavy; time of repayment should be extended and rate lowered, 2466-71, 2476, 2478. Those who have money could pay off quicker, 2471. Extension of Ulster custom would give most employment and prosperity, 2472. When estate comes to be sold, tenants should have privilege of purchasing, 2472. Lands of corporations and absentees should be compulsorily sold to the tenants, 2473. Doubtful if tenants could pay

an increase on present rent to secure ownership, 2474. State of crops in 1880, 2474-5. Non-alienation clauses in case of Board of Works loans objectionable, 2476. Tenant should have perfect security, 2477. Tenants should have option of purchasing perpetuity, or the fee, or get Ulster custom, 2477-80. Improvements usually made by tenants, except in case of drainage by landlord with loans from Board of Works, 2485-6.

Everitt, Mr. James, P.L.G., Drogheda; Co. Meath, Tenant Farmer.—Dublin.

Great expense and hardship of proving land claims; case, 2489. Difficulty in tenant getting witnesses, 2489, 2501-2, 2520-1. Protracted litigation, 2492-9. Case of eviction; compensation awarded by court inadequate, 2503-12. Landlord no gainer by the eviction, 2514. Tenants deprived of possession may not get compensation for two years, 2522-3. Grievance that land judges hold that ten years' enjoyment recoups tenant for outlay: cases in point, 2524-35, 2542. Improvements on pasture lands not sufficiently compensated, 2536-7. To make good fattening land, requires twenty years, 2538-2540. Purchasers in Landed Estates Court generally raise rents arbitrarily, 2544-7. Loss in farming last year in Meath, 2548. Defect of Land Act, that large tenants are not entitled to compensation for disturbance, case, 2548-2553. Defect of present land system—no resident landlord or agent, 2554-9. Unwillingness of absentee landlords to improve, 2560-4. Landlords who themselves make the improvements are more willing to reduce rents, 2564-5. Unwillingness of tenants to go into Land Court, 2566. Case of rent unduly advanced since Land Act, 2567-72. Description of the "Land Shark," and of his mode of operating, 2573. Security of tenure with fair rents and free sale, the best remedy, 2566-2574. Griffith's valuation, a fair rent generally, 2575-7, 2592, 3, 2615-6. Price of labour has increased in equal proportion with price of produce, 2577-8, 2617. Extension of time of repayment under the Bright clauses advisable, 2578. Instance of great improvements made on perpetuity tenure, 2579. Tenants should get loans for improvements if landlords unwilling to improve, 2579-82, 2644-5. Laws of primogeniture and entail a main cause of distress, and of unwillingness to improve, 2584. No change of law required where landlords have made the improvements, 2593-2614. Takes £30 an acre to make good fattening pasture, 2619-22. Free sale will cure itself, 2623-6. Tenants generally would be satisfied with fixity of tenure at fair rents, with free sale, 2628, 2653-4. Against expropriation of landlords, 2629-30. Land not much over Griffith's valuation, 2631. Pasture lands capable of great improvements by draining, 2633. Rate of wages, 2577-8, 2634-8. Clause as to building labourers' cottages should be made compulsory, 2640. Few small tenants in Meath, scanty population, 2645-7. Small western tenants might be planted in pasture lands of Meath, 2647-8. Purchasers under Bright clauses in Meath bought too dear; advances insufficient, 2651-2. Purchasers of Church lands not satisfied with their purchase, 2653. Case of tenant evicted at end of lease, without getting value of his improvements, 2749-53.

Drew, Mr. James Richard, P.L.G., Drogheda; county Meath, Tenant Farmer.—Dublin.

Tenant under Earl of Sheffield and Judge Little, grazing and tillage farms, 2655-66. Case of mill built by tenant, and land taken with it, outside Land Act, 2661-2675. Want of local registry of title, 2673-7. Want of arbitration tribunal in disputes about rent, 2683, 2691-6. County Court Judges not sufficiently practical in cases of rent and land compensation, 2697. Tenants have no confidence in Chairman, 2698. Prefers purchase of land for tenants, giving landlords

Drew, James Richard—continued.

consols in payment, 2699–2702, 2716. Not in favour of fixity of tenure at fair rents, as he sees no means of settling rents, 2703–5, 2708–2713. Present rents not to be taken as a standard, 2706–7. Small tenant would get increased employment if peasant proprietorship general, 2713–5. Farming losses last year, 2719. Tenants lose their independence if they improve, 2724. Fear of rent being raised on tenants' improvements, 2726–7. Rate of wages, 2728. Use of machinery in agricultural work, 2736–9. Case of rent unduly raised, no means of reduction, 2740–5.

Murphy, Mr. James, Dundalk; Co. Louth, Tenant Farmer.—Dublin.

Tenant farmer and corn dealer, 2754–60. Purchase of tenant right on Lord Clermont's estate, 2761–2785. And on Sir C. Forster's, 2785–7. Tenant right custom on Lord Clermont's and Sir C. Forster's estates, 2767, 2788. Insufficient compensation under Land Act, 2789, 2794. Tenantry want fixity of tenure, fair rents, and free sales, 2796–7, 2839. Rent to be settled by arbitrators, 2799, 2800. Would not permit subdivision or subletting, 2802–3. Would not disturb tenant for bad husbandry, 2804–5. Landlord should have no veto on sale; case of loss through veto to tenant selling, 2806–9. Only in favour of peasant proprietorship when tenant is able to purchase, or to pay portion, 2812–20. Rents not high, but great poverty in Louth, 2821, 2839–43. All improvements made by tenants; but Lord Clermont gave slates and timber, 2822–30. Lord Clermont builds labourers' cottages, 2823–5. General valuation made by Lord Clermont in 1852, no account taken of tenants' improvements, 2832. Exception in witness's own case, 2832–8. Low price of oats and bad produce of potatoes, 2844–8.

Dowling, Mr. Thomas, Terenure; County Tipperary, Land Owner and Land Agent.—Dublin.

Cases of sales out of court under Bright clauses, 2852, 2862. Residue of estate not under Bright clauses, if landlord willing to sell the four-fifths to tenants, 2859–62. Isolated sales to tenants not advantageous to landlord or country, 2865. Assistance to outsiders to purchase should be on condition to give security of tenure to the tenants, 2868–71; e. g. 60 years' leases, 2872–3. County Court should have controlling power over rent, 2874–8, 2965. Fixed rents better than periodical valuations, 2879–80. Landlord should retain control over husbandry of estate, 2881–2. Subdivision of tenancies not of peasant properties below 20 Irish acres improper, 2883–4. Griffith's valuation a tolerably fair guide, in some cases excessive, 2885. In favour of a new valuation of Ireland, 2885. Case of difference between valuation and rent caused by landlords' improvements, 2886–90. One result of low valuation is small advance under Bright clauses, 2888; but new valuation can now be had, 2888. No general desire to become proprietors where rents fair and landlord just, 2893. Tenant purchasers are paying off their charges, 2893. Tenant purchasing should have liberty to charge after Board of Works charge, 2898–9. It cannot be prevented, cases in point, 2895, 2900. Holdings of tenant purchasers substantially improved, 2904–6. Three-fourths could be safely advanced under Bright clauses, 2908. Owners pay for new valuation for Board of Works loan, 2912. Leases to bar the Land Act increasing, 2914. Tenants prefer to be without them, 2915. County cess, and public road sections, have been a nullity, 2915–8. In favour of statutable form of lease, 2919–21. To be made compulsory, 2922–3. An Act of Parliament regulating tenure of land would have the same effect, 2924. Would prevent letting for shorter term or otherwise than regulated by Act of Parliament, 2928–9. Cost of conveyances in case of loans by Board of Works, 2930–2. De-

fect of Board of Works' conveyance is that title is not indefeasible, 2932–3. Covenants in leases to pay rents quarterly, 2933–7. Seldom enforced but power retained, 2938–9. Cases of evictions from farms, where rents paid and farming proper, 2939–44. Erection of labourers' cottages should be compulsory, 2952–5. Union rating would prevent housing of labourers far from work, 2956. System of fining for non-punctual payment of rent, 2956–7. Rents in Kerry higher in proportion to valuation than elsewhere in Munster, 2958. Certainty of payment of rent would compensate landlord for 60 years' leases, 2959, 2961. Would not increase rent for length of lease, 2962. Rents should be fixed on average prices of produce for previous five years, 2966. Tenant's improvements made under covenant should be treated as landlord's improvements, 2967. Landlord would not lose by, and should not be compensated for legal security given to tenant, 2968–9. Except to a limited extent in individual cases of loss, 2970. Estate under 60 years' leases would not sell lower than without, 2971–2. Covenants in statutory lease, 2973–4.

O'Connell, Mr. John, Lahern House, Boherbuoy; county Cork, Farmer.—Dublin.

Purchaser under Bright clauses, 2975–2983. Cases of failure to purchase under Bright clauses, where small labourers' houses on tenants farms, 2984–2993. Loss caused thereby, 3000–3006. Cost of obtaining loan from Board of Works, 2994. Form of lease barring the Land Act prevalent on estate of Earl of Cork, 3007–13. All improvements on that estate made by the tenants, 3009–3016. Tenants very poor in many cases, 3016. Their land is too highly rented, 3017–18. Rents raised on change of tenancy on tenants' improvements, 3023–4. High poor-rates, 3019–22, 3024–6. Rents high also on Mr. Longfield's and Mr. Downing's estates, 3027–31. Rents raised on change of tenancy on these estates, 3031. Thirty-one years' leases general since Land Act, 3032–8. Sale on Lord Cork's estate is subject to his approval, 3038. Case of tenant refused leave to sell, 3039. No evictions on his estate, 3040–1. Improvements by witness since his purchase of fee, 3045–6. Few improvements by landlords, 3047. On Lord Egmont's estate, no leases, but low rents, and rents raised on change of tenancy; no right of sale, 3048–51. Case of threatened eviction prevented by direct appeal to landlord resident in England, 3054–8. Tenants should have pre-emption on sale of estate, with advance of four-fifths of purchase money, at reasonable rate, 3059–61. In favour of forced sale of estates of absentees and corporations, 3059. Fixity of tenure with fair rents, free sale, and facilities for purchase by tenant, would settle Land Question, 3062. Sense of insecurity through rent being raised on tenant's improvements. Case of contributions forced on tenants for wedding present to sub-agent's daughter, 3068–9.

Hill, Mr. Robert George, Brookfort, Lisburn; county Antrim, Tenant Farmer.—Dublin.

Tenant farmer on Sir Richard Wallace's estate, 3070–1. Tenant erected all buildings, and improved soil, 3080–2, 3088. Buildings cost £1,500 to £2,000, 3102. Land Act has made tenants more independent, and is in many respects satisfactory, 3084–5. Unsatisfactory in not preventing undue rise of rent, 3086; or rent valued on tenants' improvements, 3088–9. System of fines on the Hertford (Sir R. Wallace's) estate, 3092. Proceeding necessary whereby over-rented tenants may obtain reduction of rent, to suit altered circumstances, 3097–8. Tillage farming only paid witness one year out of last six, 3098–3101. Flax crops exhaust land if grown oftener than once in 10 years, 3105–3111. On Sir Richard Wallace's estate perfectly free sale not permitted of late years, 3114. Price is left to arbitration if a neighbour wants the

Hill, Robert George—continued.

holding, formerly he had to give the price offered by the highest bidder, 3114-7. This alteration has come in since the Land Act, 3120-1. Ulster custom implies free sale, fair rent, and continued occupancy, 3122. Difficulty as to settling fair rent, 3123. Arbitration not always satisfactory, 3125. Different estimate of compensation by different County Court Judges, 3126-3131. Ulster custom, as legalized, offers no barrier to unjust rise of rent, 3132-3. Ulster tenant-right is being eaten away by gradual rises of rent, 3134-7. Present rents too high, 3140-2. Tenants give more than land is worth because the land is their only resource, 3142-3. Farmers want rent settled excluding tenants' improvements, 3144-6. Continuous occupancy at fair rents, with free sale would satisfy tenants, 3147-53. Landlord should have reasonable veto on incoming tenant, 3154-7. Dispute in Land Court necessitates tenant leaving, 3158-9. No limit to price of tenant-right on Sir R. Wallace's estate, 3160. No general rise of rent on his estate, 3161. Rent about 21s. on English acre, 3163-4, but not worth more than half, 3169-70. Labour and taxes higher, produce less, the last ten years, 3167-8. Tenants ought to have free sale of tenant-right, as of any other property of theirs, 3171-2. On Sir R. Wallace's estate, all improvements made by tenant, 3173. Witness's farm consolidated out of four previous tenants' farms, whose tenant-right was bought, 3174-8. Value of witness's incoming payments and improvements would be £40 an acre, 3179-80. Tenant-right in his farm worth more than fee simple, 3181-4. Tenant-right purchase a heavy burden, but it is tenant's property and gives him confidence, 4186-9. Tenant-right seldom amounts to tenant's outlay, 3187-9. Tenant should not sell landlord's improvements, 3191-2. Improvements always made by tenants, 3192. Tenant considers he has interest in the land as long as he pays the rent, 3193-7. On Sir R. Wallace's estate tenants make improvements on farms, 3198-9. Decline in value of tenant-right last two years, 3205-11. System of fining down rents on Hertford estate, 3212-8. No raising of rent by Sir R. Wallace, 3219-20. Landlord in Ulster can raise rent, and if tenant resists, he must leave, taking compensation, 3223-35. The compensation never equal to value of tenant-right, 3236-8. Difficulty of proving leasehold tenant-right and hardship of its denial, 3238-3241. Leases are for three lives or thirty-one years, or three lives and thirty-one years, 3242. Where leases dropped tenants continued as yearly tenants at fair rents, 3247-8. No purchases of tenant-right by landlord, 3249-50. No general desire to purchase the fee, 3252-5. Ulster custom in its integrity would give perfect security, 3258-9. Bright clauses not likely to be much availed of, 3260-1. Farming losses last six years, 3271-82. A fully legalized tenant-right better than purchase of fee, 3285. Objections to clauses preventing willing to other than one child or grandchild, 3296-9. Little planting done of late years, 3291-3. The fine was not for length of lease, but to reduce rent, 3296-8.

Simpson, Mr. William, Armagh; Co. Armagh, Tenant Farmer and small Land Proprietor.—Dublin.

Tenant-right custom on Lord Gosford's and on Lord Charlemont's estates, 3307. On Lord Charlemont's rents raised on transfer of farms, 3307-13, 3390. Cases of rents raised unduly, 3314-9. Tenants objected but submitted—did not want to leave, 3320-4. Present fall in value of tenant-right, 3325-7. Tenant-right is free sale and no office rules, 3328. Rent should vary with prices, and be settled by arbitration or Government umpire, 3329-33, 3397-9. Tenants afraid rents will be raised if they improve, 3334. General value of tenant-right £15 to £23 an acre, 3336. Higher on small farms, 3338. Cases of rents raised since Land Act by Mr. M'Geough, and

reference to arbitration—lower rent fixed than demanded, 3340-7. Power of raising rents unduly destroys tenant-right, 3349-53. Cases on Lord Charlemont's estate of rents raised unduly at time of sale on tenants' improvements, 3355-62, 3389. Would prefer rents fixed once for all, 3363. Present rents are high, 3364-70, 3381-2. Tenants would extensively avail themselves of Bright clauses, 3373-80. Leases for thirty-one years on Lord Gosford's estate, 3391-4. Tenant-right recognized at end of lease, 3395. On sale of tenant-right, good will and improvements are sold, 3540-2. But landlord should be compensated for his improvements, 3543-7, 3555-6. And for prospective increase in value of his property, 3550-1. Either party should have right to call for valuation of rent, 3552-4. The three F's would be satisfactory, 3557. Improvements generally made by tenants, 3558. Landlord should have right to impose rent for his improvements, 3559-61. Landlord should have reasonable veto on incoming tenant, 3562-3. Case of Mr. M'Geough: £5 limitation held not to be custom, 3565. Increase of rent since, on change of tenant, 3566. Depreciates value of tenant-right, 3567-8. Tenant should have right to sell at best price, 3574-5, 3577, 3588-9. High prices of tenant-right and of land in county Down, 3576-3598.

Knipe, Mr. Thomas, Killyleagh; Co. Armagh, Tenant Farmer and Farmer Proprietor.—Dublin.

Tenants purchasing under Church Act are doing well, and satisfied with their position and purchase, 3609-13. Have improved by building, 3614. Landlords make few improvements, and for those they charge the tenant additional rent: case in point, 3617, 3620-1. The additional charge becomes a perpetual addition to the rent, 3620. Large improvements made by witness on faith of tenant-right, 3623-4. Cases of tenants' improvements absorbed by increase of rent, 3626-3630. Tenant-right on Sir James Stronge's estate, no limit to price, 3631-3. Case of rent raised on sale, and value of tenant-right depreciated, 3635-6. Tenants would farm better if they had security, 3638, 3641. Rents generally raised on improving tenants, 3639-40. Rent raising on change of tenancy has increased since Land Act, 3642. Tenants anxious to purchase their holdings if greater facilities offered, 3642-5. Cases of rent-raising on tenant-right estate on change of landlord, 3646-53. The tenant-right system, as legalized, does not prevent undue rent-raising, 3654-6. Compensation awarded by Court does not equal amount got by free sale, 3656. On Lord Charlemont's estate rents raised on change of tenancy, 3657, and on fall of leases, 3658-9. This creates feeling of uncertainty, and prevents improvements, 3660-2. Rents too high at present, 3662. Tenants formerly lived by weaving, 3663. Forty or fifty acres a big enough farm, 3664. Small farmers, when industrious, and can sell their improvements, do well, 3665. Peasant proprietorship would make the country more contented and prosperous, 3666. Two-thirds of purchase money advanced by Government would be sufficient, 3667-8. Middlemen's rents and new purchasers' generally highest, 3668-9. Lord Charlemont's rents of unleased land not lower than those of adjoining estates, 3670-1. Rents near the Government valuation, which is high in County Armagh, 3672-4. Farming losses of last two years, 3676-8. People live better than they used. Complain of want of free sale and of rise of rents, 3679-80. Not in favour of forced sales of landlords' estates, 3681-2. Land Act an advantage to tenants, but has many defects, 3685-6.

Kelly, Edward Meares, Esq., Dublin; Co. Dublin, Barrister-at-Law.—Dublin.

Holds villa and five acres under Earl of Pembroke, 3687-90. Suggestions for improvement of Land Act. Extension of tenant-right to all

Kelly, Edward Meares—continued.

holdings, urban and rural—*i.e.*, fixity of tenure, fair rents, and free sale, 3691. Fixity of tenure subject to punctual payment of rent, 3691. Fair rents to be settled by arbitration, but not to include tenant's improvements, except made under express contract. Qualifications of right of free sale, 3691. Principles of compensation for improvements, 3691-2. Amendment of 4th section of Land Act by extending it to town improvements; and that deduction for time of enjoyment should be repealed, 3691-2. "Predecessors in title" should include all occupiers, unless new lease excludes right to compensation for prior improvements. *Holt v. Harborton* criticized, 3692. 70th section of Land Act defining "holdings" should be amended, so as to include holdings where the land is not the principal subject of the demise, 3692. County Cess section should apply to all holdings, 3692-6, 3698. Case of Alderman Campbell's villa, with forty acres of land attached, held not within Land Act, 3696-9. Case of Powerscourt *v.* Mitchell criticized, 3700. County Cess section should apply to all new tenancies, 3704-5. Witness's own case of large building improvements on residence (urban), and which are not protected by Land Act, 3706-9. Tenant pays income-tax on landlord's portion of poor-rate, 3710-2.

Fenlon, Mr. Edward, Kilcullen, County Kildare, Tenant Farmer.—Dublin.

Four cases of rents unduly raised on tenants' improvements, unimproving tenants' rents are not raised, 3715-24, 3760-2. New leases forced on tenants, 3725-6. Tenants have no alternative but to pay rent demanded, 3728, 3744-7. Case of rent raised on witness's improvements, 3729-32, 3739; and of lease, barring compensation for improvements, 3732-3. If more security, tenants would manure better and improve more, 3743. In favour of arbitration where landlord and tenant disagree as to rent, 3748, 3755. Too high rents dishearten tenant, 3750. Arbitrary directions to valuator as to increase of rent, 3751. Power of ejectment where rent paid and farming good, should be taken away, 3753-4. Tenants make the improvements, 3755. Landlord should get higher rent for his improvements, 3756-7. Want of security causes dissatisfaction and prevents improvements, 3759-60. Case of purchase of fee failing, though price offered higher than average of estate, 3763-4. Arbitrary raising of rents on tenants' improvements, 3766-70. Tenants have very little confidence in working of Land Courts, 3771. Tenants want security against increase of rent at end of leases, 3772. Tenant seldom gets fair compensation for improvements, 3773. High rents a loss to landlord in the long run; case in point, 3774. Right of free sale would be rarely exercised, 3778. Insolvent or deteriorating tenant should be compelled to sell by decree of Land Tribunal, 3779. But not a person of bad character, 3780. Tenants' building improvements increase Griffith's valuation, 3783.

Kirkpatrick, Alexander, Esq., Coolmine House, Clonsilla; Counties Tipperary, Kildare, Kings' and Queen's Counties, Land Agent.—Dublin.

During thirty-one years' experience has known of only two so-called evictions, no bad feeling whatever; one of them was done for the sake of the family, and the good will of the farm was allowed to be sold, 3790-3792. The sale of good-will has crept in on Lord Portarlington's estate, who did not think it existed ten years ago, 3793-97. Has worked well, in one case got rid of a bad tenant and got a good one, 3798. Thinks it prevents litigation, 3802-03, 3857. Tenants are aided in making improvements with money borrowed from Board of Works, the interest being added to their rent, 3804-6. A tenant should not therefore be charged

with his improvements, at end of lease, by raising the rent, if he has paid interest for them during lease, 3817-19. Ejectments may take place, not brought by landlord at all, 3828-30. The Sheriff can sell a lease for years, or a tenancy from year to year, 3831-33. Ejectments seldom come to evictions, 3834, 3858-60. Ejectment being the preliminary proceeding; eviction the taking possession, 3834. Is in favour of leases; makes tenant more secure, 3813-45. Case in point, 3847. A good landlord, 3849. If a tenant cannot pay his rent, allows him to sell; incoming tenant paying the arrears of rent and giving balance to the outgoing tenant, 3864-66, 3875. Tenants have made great improvements, owing to the feeling of security the rule of the estate gives them, 3883-84. Is in favour of giving perfect security to tenants, with right of sale, 3890-93, and having a new valuation by Government, 3898-3901.

O'Brien, Edward William, Esq., Cahermoyle; County Limerick, Landowner.—Dublin.

Tenants should be independent of the landlord to a great extent; should be practically or virtually the owners of their farms, 3913-14, 4086-88. Is in favour of the three F's., 3918, 4001. The present system unsatisfactory, 3920. Practically a landlord cannot make improvements—a tenant will not, from want of security, 3924. Free sale would improve the country, 3930-35. Improvements as a rule made by landlord, minor ones done by tenant, 3937. Is in favour of the Bright clauses of the Land Act, 3938. Ulster Custom gives great security to a tenant to lay out his money in improving, 3938. The sooner peasant proprietary is introduced the better for the country, 3943. Would force landlord to sell, if it could be shown his interest was not injured by it, 3945-3959. A tenant obtaining money under the Bright clauses to be allowed to mortgage, but not subdivide, 3962-3. A cheap and simple system of registration of title wanted, 3966. Would guard against fictitious sales; case under the Church Act, 3976-78. About 10 per cent. of the tenantry in a fairly average county could buy under the Bright clauses, 3981-83, 3897. Tenants, with certain exceptions, should be able to claim a lease for ever, or shorter term, from the landlord, on payment of a certain sum, subdivision being prohibited, with power to redeem rent by payment of £100 for every £4 of rent he bought up, thus giving the landlord 4 per cent., 3993-4. A custom of this kind prevails in part of Ireland, 3995-96. Ascertaining a fair rent, the great difficulty, 4003. Undesirable for a third party to step in between landlord and tenant, except as a last resource, 4009. A fair rent is one agreed upon by two parties independent of one another, 4009. Irish tenants not independent, 4010-12. The right of sale generally recognised in the country, with a few exceptions and restrictions, 4015-17. Right of sale advantageous to the landlord, 4018. The hanging gale a bad system, but not easily obviated, 4023-26. There should be no distinction between North and South, but one law or custom for all Ireland, 4033-4. In favour of a court of some kind, presided over by a lawyer with practical experience of the country, 4037-38, 4092-4141. Ulster tenant-right might be introduced, 4044-99. Arbitration perhaps the most practicable plan, if other means fail, 4048-50. Compensation scale inadequate, should be left to a strong court, 4052. Tenants should be allowed to borrow from Board of Works, but is of opinion that neither landlord or tenant should be allowed to obstruct improvements, 4060-66. State emigration dangerous, 4078. If left to natural causes might be beneficial, 4085. The Ulster Custom should be extended to the whole of Ireland, but not eaten away by office rules or unfair increases of rent, 4099, 4104. Any tribunal should be slow to increase or lower rents paid for a number of years, 4115-19

O'Brien, Edward William—continued.

The powers of limited owners should be increased—they could then give leases for ever with a fine, 4125–29. Would advocate State advances in certain cases, indiscriminate loans might be dangerous 4131–33. A commission necessary to carry out sales under Bright Clauses, 4141–48. Knows of no evictions other than for non-payment of rent, 4157–59. If Ulster Custom was extended to estates hitherto without it, would give landlord compensation, 4170–75.

Hamill, Arthur, Esq., Q.C., County Court Judge for the Counties of Roscommon and Sligo; Dublin.

Had a great number of land cases while Chairman of the West Riding of Cork, only one appeal against his decision, that turned on a point of law, and was reversed, 4191. Heard 190 cases in Roscommon in seven years, 4192. Case in court, as to improvements, showing that to make Land Act as useful as it could be, some changes must be made, such as the principle of Ulster tenant-right, 4194, or enlargement of disturbance clause, 4197. In Roscommon had a number of cases, through landlords trying to raise the rent, which in many cases he was able to settle, by getting landlord to grant leases, bog being attached to each farm at 7s. 6d. per acre; leases had maps upon them, and were drawn up at a very moderate cost, as a common form was settled for them all. Has heard no complaints, 4204–08. Has awarded the maximum scale for disturbance in six or seven cases, 4214. Suggests a new scale of compensation for disturbance, 4216. Case where landlord turned out a tenant, thinking he could get more than the compensation from the incoming tenant, 4218. Had no difficulty as to the meaning of “predecessor in title,” 4220–21. Had no claim made by tenant for reduction of rents, had actions by landlords for an increase, 4223–24. Land Act discouraged evictions, through compensation for improvements and disturbance, 4225–7. A case on Colonel King-Harman's estate of a claim under Land Act, 4236. Gives a list of ejectments for overholding and on title, in County Roscommon, 4238. A tenant should not be turned out till he is paid for his own improvements, 4240–1. Execution should be suspended until appeal has been heard, 4243. Does not issue execution till the crops are saved, 4244–45, 4285. Suggests that in tenancies from year to year, extreme execution should not be put in, till two years are due: had many ejectments for one year's rent, 4251. Deasy's or Cardwell's Act facilitates ejectments, 4253–4254. Even with Ulster custom there should be some means of ascertaining the rent, so that the custom may not be eaten away by rent-raising, 4260–61. Would extend an amended Ulster tenant-right to all Ireland, 4263. Tenants as a rule make improvements, 4266. Landlords should be allowed for improvements in the rent, 4267. Large landlords most liberal—cases of liberality on Lord Bandon's and Lord Bantry's estates, 4269. Would give a tenant the value of his improvements even if he owed two years rent; minus the arrears, or a proper deduction, 4276–77. Legal expenses deter tenants from fighting a rise of rent, 4289. Suggests a settled form of lease, 4289. If a tenant owes two years' rent, he should not be entitled to any thing for the goodwill of the place, as he shows he does not value it, by neglecting to pay his rent, 4298. Ulster right of sale good for landlords, 4300.

Butler, Mr. Patrick F., Mullinavat; Counties Waterford and Kilkenny; shopkeeper, formerly agricultural labourer.—Dublin.

Statements in reference to the condition of farm labourers, their dwellings, which are unsuitable for human habitation, 4302–4310, 4354. They are rented too high and have no gardens or haggarts, paying from £3 to £5 per year, 4311–12. Wages from 5s. to 6s.

a week in Waterford and Kilkenny, not including their houses, 4315–18. But are fed in addition to their wages, 4320. During harvest they get 2s. 6d. to 3s. a day for eight or ten day, 4326. Employment being very scarce, they are discontented, 4329. If better housed and educated, would be better disposed, 4331. Suggests giving them gardens for potatoes, 4332. And employing them in reclaiming waste lands, and drainage in the dull seasons, 4333–35. Would use the Church surplus to build them houses and gardens, to be paid back by a yearly rent: the labourers would give up their claim to Poor-rate relief if this were done, 4336–39. Farmers manage by having servant boys in the house and employ few labourers, 4351–52.

Battersby, Mr. Robert H., Lakefield, Crossakeel; County Meath, Farmer.—Dublin.

Holds largely under Lord Darnley, under lease for twenty-one years, from 1854, 4366–69. Made great improvements, was offered fee of farm for £5,000, 4372–76. At end of lease was told he would be accepted as tenant, if he paid £35 a year increase, and signed an agreement terminable on six months' notice, 4377. Gives clauses in agreement, 4378–80. Refused to sign agreement, was evicted, 4381. The case in court, 4342. Obtained £525, which did not nearly compensate him, as he had to pay costs, 4384–86. Also holds from Mr. Napper 131 acres, rent raised from £92 16s. 4d. to £200, owing to his improvements; has it for his life, 4388–98. A large number of valuable trees, planted by his father, valued by agent, who put his own value on them, 4393–95. Opinion of Judge Fitzgerald on this subject, 4395. Gives another case, of high rent, under a different landlord, 4398–4401. Complaints of a perpetuity lease, 4402–4405.

McElroy, Mr. Samuel C., Ballymoney; Counties Antrim and Down, Newspaper Proprietor and Auctioneer.—Belfast.

Secretary of Antrim Tenant-right Association and Route Tenants' Defence Association, 4405–7. Belfast resolutions at Tenant-right Conference in Ballymoney, in 1870, 4411–3. Resolution of Route Tenants' Defence Association, 28th February, 1870, defining Ulster Tenant-right, 4413–6. Definition of Ulster Tenant-right adopted by Belfast National Land Conference, in 1874, 4419–24. A Statutory right to hold at fair rent, with free sale, subject to reasonable veto on incoming tenant, and not to be disturbed while rent paid and land tilled in husbandlike manner, would give general satisfaction, 4425–7. If tenants were owners, no need for clauses against subdivision, 4427. Removal of obstructions on free sale of land would remove most of the evils of land occupation in Ireland, 4429. By abolition of entail, primogeniture, and settlements, 4429–31. Resolutions of Dublin Land Conference, 1875, adopting previous Dublin and Belfast Conference resolutions, 4432. Resolutions of Dublin Land Conference, 1873—(a.) Failure of Land Act in giving sense of security, (b.) Every Irish tenant should have benefit of Ulster Custom. Definition of Ulster Custom. Right to continue in occupation at fair rent, fixed at intervals not less than thirty-one years, and excluding tenant's interests and improvements. This right the ancient historic tenant-right of Ulster, 4432. The Ulster Custom gives security, which is the basis of the prosperity of the province, 4433–8. Resolutions at public meeting in Ballymoney, 23rd January, 1880, in favour of conferring on all tenants firm tenure, protection against frequent and unjust claims for increase of rent, and free sale—these being the incidents of the genuine tenant-right custom, 4442. Peasant proprietorship would elevate the social condition of farmers, and be of unspeakable advantage to country and State. Restrictions on working of Bright clauses should be removed, and landlords be enabled to give perpetuity leases at fair rents, 4442.

M'Elroy, Samuel C.—continued.

List of sales of tenant-right in Ballymoney district from 1865 to 1880, giving acreage, rate of purchase, and tenure, 4443-6. Where tenant-right exists, tenants are prosperous, rents well secured, and fee-simple sells better, 4454-5. Small lots sell best, 4456-60. Fee-simple and tenant-right interest are never sold together, 4461. Case of purchase and subsequent sale by landlord of tenant-right, 4462. Free sale of land would raise its price very much, 4464. Tenant-right exists at end of leases, and is recognised by landlords as well as tenants, 4465-6. Landlords in Ballymoney district, 4467. All the Antrim landlords recognize the Ulster Tenant Custom, 4468. Case of sale of tenant-right immediately after expiration of lease, 4469-77. When lease expires tenant has right to hold on at a fair rent as the continuous occupant, 4493-5. Rents have not been lower during last ten years. Value of tenant-right has increased last fifteen years, 4480-2. Sales of tenant-right in 1880 difficult to effect, 4482. Men are not disposed to sell, as there is no proper competition at present, 4483. None of those in list were *Fi. Fa.* sales, 4484. Since Land Act land has produced more, 4487, and tenants feel more secure, 4488. Land Act has done more for Ulster than for rest of Ireland, 4489. Ulster tenants have lost more by increased rents than they have gained by compensation given in the Land Courts, 4489-91. Bad crops in 1868, 4492. Custom is, that the tenant has, at end of lease, the same tenant-right that his neighbour has, 4493. Judge Barry's decision in *M'Keown v. Beauclerc* did more injury than any other as to leasehold tenant-right, 4494-5. Price of tenant-right is affected by various local circumstances, 4496-7. If in a tenant-right district, leasehold tenant-right should be presumed, 4497-9. Continuous occupancy, with free sale and fair rent, would meet all difficulties, 4500. First brunt of a bad year is, in tenant-right district, borne by tenant, 4501. Very often, before the fee-simple could be touched, the whole tenant-right might be lost, 4502. More sales of tenant-right in good than in bad year, 4504. In bad years they hold on, 4505. Getting time from creditors, 4506-7. And from landlord, 4508. A landlord who gives right of sale is clear from all claim, 4509. A term near its end sells as well as a long term—as the transaction is based on the custom, 4510-1. Usual to increase rent at end of lease, 4512. Tenant does not object to fair increase, 4513. Tenant being partner with his landlord should have a voice in settling the rent, 4513. Extra rent may eat up the tenant-right. Two cases of landlords advancing for improvements, and charging tenants percentage therefor, 4514-4521. Bad feeling created by raising of rent on change of tenancies on Downshire and other estates, 4522. Rent should be settled by arbitration with right of appeal to Land Court, 4523-8. Compulsory arbitration with umpire appointed by arbitrators, or if they could not agree to umpire, a Government arbitrator, 4529-4537. Objection that where land set low, tenant sells the landlord's property, would be met by the scheme of arbitrated rent, 4538-40. Case of *M'Peake v. Stewart* in County Antrim Land Court. Tenant sold by auction, and landlord refused to accept purchaser at £540, 4541. Claim against landlord for £540 dismissed because sale by auction not customary, and because no notice to quit served, and claim excessive in amount (Chairman thought £252 enough), 4542-5. Right of free sale should be capable of enforcement in court, 4545. Case of Robert Crawford. Attempted sale of lease of 99 acres at £70 rent, under Mr. Alexander Montgomery for £712, to Mr. Dinsmore, highly respectable and solvent. Agent refused to accept him as tenant on ground of alleged understanding Crawford was to expend, but did not, £100 on building improvements, 4549. Price not excessive,

4548, 4545. Subsequently sold in 1879 for £400, 4545. Landlord should have reasonable veto on purchaser, 4546. The reasonableness of the veto to be inquired into by Land Judge, 4547. Landlord taking up farm should give market value, 4547-50. No redress under Land Act where landlord does not disturb, 4551. The Ballywillan cases (Mr. W. G. Lawrence, landlord) of increased rent. Rents raised excessively at end of lease. Tenants submitted because the decision on leasehold point would be against them, 4551. Present rents are rack-rents, 4552-5. And nothing could be got for tenants' interests, 4556. Case of Mr. John Adams (W. G. Lawrence, landlord), 4559-4564. Case of *Field v. Allen*. Inadequate compensation given by Chairman. Loss of £500 by decision, 4565. Case of lease offered by agent of Macartney estate forfeiting the entire tenant-right interest, 4569. Purchasers give more outside the office than estate rules permit, 4572. Case of agreement required by Lord Robert Montague from purchaser of tenant-right, that at end of lease he would make no claim for money paid under existing or future Land Act—though tenant-right in form of private sale exists on estate, 4573. All tenants, large and small, should be prohibited contracting themselves out of Land Act, 4577. The Ulster custom being beneficial to landlord, tenant, and country, should be preserved against encroachments of landlord. The public have an interest in its preservation, 4578. List of tenants' rents raised in 1876, giving old and new rent and Government valuation, 4581. Case of rent raised five times since 1865 and now double what it was then, 4581. Government valuation of heavy clay soils too high even for a letting rent; but fair on light loamy soils, or light warm lands generally, 4582-3. Heavy clayey soils are a drug in the market, 4584-5. In wet seasons produce little, 4586-90. Government valuation of land in Ulster higher than in South or West, 4591. Case of enormous rent destroying the tenant-right, 4597-9. Case of limitation of price of the tenant-right which a tenant could have got from an unobjectionable tenant, 4600-2. Where tenant-right sells highest, estates are best conditioned and farmers most prosperous, 4603. Ulster tenants not disposed to give fancy price for tenant-right, 4604. A man may have to borrow part of the purchase money and yet be a solvent purchaser, 4605. Inquiry into circumstances of tenant unnecessary. An insolvent tenant would soon have to sell, and another would get it, 4606, 4611. Landlord's objection to incoming tenant should be confined to character, 4609-12. Landlords should not have right to evict for dilapidation or deterioration, 4613-6. Deterioration could hardly ever affect the landlord's security, if the rent were fair; and it would be better to let it occur in an isolated case or two, than establish an inquisitorial investigation into the position and circumstances of individuals, 4617. Would permit eviction for non-payment of rent, 4618. Would give landlord a reasonable veto as to solvency and character, 4619-21. Case of rent raised from £23 10s. to £35 on sale of tenant-right—involving loss to seller, 4622. Increase of rents at time of transfer, infringing of the Custom. They prevent sale. Revisions of rent should be made periodically, 4622-5. Two estates on which since 1872, tenants not allowed to sell for more than ten years' purchase, 4626. Farms worth fifteen years' purchase, 4627. Case of farm offered by public auction, on Lord Bangor's estate, the agent offering to recommend for acceptance as tenant, any solvent and respectable person who might become purchaser, at rate of £5 per acre, 4629-30. Land Act has abolished Ulster custom on townparks, 4631-2. Cases of true agricultural holdings denominated townparks in the tenement valuation, 4632. The Act, excepting townparks from section 1, the land-

M'Elroy, Samuel C.—continued.

lords abolished the Ulster custom upon such holdings, 4633. Custom in case of Ballymoney townparks up to 1865, to sell, subject to usual custom of estate. No sale permitted since 1870, 4634. For revival of Ulster custom upon all townparks, whether held by occupiers or farmers, 4635-6. Ulster custom formerly existed in certain towns and villages, 4637. In favour of village tenant-right, 4638-9. Would apply Ulster custom to pasture lands, excepted by section 15, even held by big graziers, 4640-1. Graziers in many cases not allowed to till, 4644. Objections to expropriation of landlords, 4645. It would be a national calamity, 4647. In case of eviction tenant should get a penal sum of one-third in addition to full market value, 4648-9. Removal of obstructions to free sale of estates, would lead to a considerable proportion of the land being owned, before a century, by the occupiers, 4650-3. Paper of Dr. M'Knight, on tenant-right custom of Ulster, adopted by witness, 4654. Origin of the custom in the "orders and conditions of the Plantation of Ulster." The Plantation had regard not to the King's or the Undertaker's private profit, but the public peace and welfare, and the advancement of the public service. Three classes of Undertakers—1. English and Scottish. 2. Servitors in Ireland. 3. Irish to be made freeholders. Different head-rents paid by these three classes. Crown rents only charged on land fit for agricultural occupancy, bogs, barren lands and forests being free from Crown charge. All improvements in successive ages made by tenants. So that estates enlarged tenfold. Instance, the great Wood of Glenconkein, county Derry, all now reclaimed. For rebuilding Derry city, Crown granted £50,000 worth of oak timber from Glenconkein. Crown Commissioners to inquire into plantation. Tenancies at will prohibited. Confiscation by Charles I., of estates of London companies in county Derry. Plantation rents should not exceed one-half of a rack-rent. Bog rents a modern usurpation. The original Undertakers bound to let one-third in perpetuity, and remainder for years, life in tail, or fee-simple. The original Ulster custom. "Hearts of Steel" insurrection caused by attempt to destroy the custom. Case in 1830, tried at county Armagh, when custom held not binding in law. Attempt to restrict and finally abolish the custom. The Tommy Downshire Boys. Sharman Crawford's first Bill, 1835. Crawford and Shiels' Bill, 1836. The Devonshire Commissioners' report, hostile to tenant-right, led to the estate rules. Ulster custom implies proprietary right or interest in tenant with right to sell to highest *bona fide* purchaser, implying the right of continued occupancy and negating arbitrary eviction. Estate rules are not usages within meaning of Land Act. Any interference with the custom should be matter for direct application to the Land Court by either party. Distraint should be abolished, 4654.

Morton, Mr. James, Belfast; Counties Antrim and Wicklow, Solicitor.—Belfast.

Definition of Ulster tenant-right custom, 4659. Its origin the Plantation of Ulster, 4659. Its working at present very unsatisfactory, as there is no means of settling fair rent, 4660. Rent should be found by valuing the land, less the value of the tenant's permanent improvements, 4661. The rent at which the tenant took it, or at which it was held when fee was last purchased, should be declared perpetual, 4662-5. Or subject to alterations at stated periods, 4666, to be settled by arbitration, and failing that by County Court Judge, on skilled evidence, 4667. The equity of the Ulster custom exists in other parts of Ireland—other parts have been planted, and other planters have improved. Many such cases in Wicklow and

Carlow, 4668. Should be extended to all Ireland, 4669. In poor small holdings little would be done; but in time the weaker would be purchased out by the stronger, 4671-2. Defect of Act was not putting all landlords on same footing, fixity of tenure, 4673-5. Greater improvements made by tenants in Leinster, where no custom, and on tenancies from year to year, or on short leases, 4675-7. Case of improving tenant evicted, but his family retained in occupation, and himself receiving annuity, 4678-4683, 4696-8. Tenant is entitled to added value, caused by his improvements, 4684-4695. Leases must be long ones, to be of any advantage, 4699-4700. Rent raising in Ulster, 4701-2. Compulsory power of purchase for holdings over £50 a year, 4703-5. Against purchasing out landlords of Ireland at one swoop, 4707. Only where tenant possessed one-third of the money, 4708-9. Facilities for borrowing remainder, 4710. Costs of title too high, 4711. Price should recoup landlords, 4712. Power of purchase largely taken advantage of in Ulster and Leinster, 4713. Further powers to County Court Judge, 4714. Suggestions on law expenses, 4716-19. Arterial drainage should be undertaken by State, 4720. How paid for, 4721. Points in Land Act requiring amendment, 4725-28. Case of hardship, tenant evicted at end of lease without compensation for tenant-right or improvements, 4729. Would compensate for improvements, no matter when made, if unexhausted, 4731. Ulster custom keeps down rent, 4733-6. Case of rent raising 130 per cent., 4737-8. Statement in relation to the settlement of the barony of Shillelagh, 4741-7. Fixity of tenure the only remedy, case in point, 4748.

Ferguson, Mr. James, Silversprings; County Antrim, Tenant Farmer.—Belfast.

Member of several associations, 4749. Case of loss of tenant-right at end of lease, 4750; and increase of rent on own improvements, 4750-4. Old lease thirty-one years; on its expiration forced into taking new one at increased rent, debarring all claim under Land Act, 4760-1; 4768-9. Yearly tenants in better condition, no increase of rent, 4764-5. Paid large sum for lease (with consent of agent) in expectation of tenant-right at termination of lease, 4771-3. No claim except in case of eviction, 4778-9. Another instance of rent raised on tenants' improvements, 4781-90. Case where reasonable increase might take place, 4796-4802. Rent raising a common practice, Lord Cairns' lease, 4807-9. The law in fault not the landlords, 4810. Fixity of tenure at fair rents, no disturbance save for non-payment, landlord to have right of pre-emption, 4812-15. No security for improvements, 4816-17. Case of, 4819-22, 4831. Compulsory leases with fine, 4823-6. Case of refusal and notice to quit, 4827-30. To contract out of Land Act should be illegal, 4834. Case of purchase on Lord Cairns' estate by the tenantry without taking advantage of Bright clauses, 4841-5. List of prices paid, 4845. Difficulty of getting money from Board of Works, 4847-50. Great desire in North to purchase, 4858. One-third too large a proportion of purchase-money for tenant to pay, 4859. Afraid to improve from fear of increase of rent, 4859-60. Condition of purchasers from Lord Cairns, 4861-3. Tenant purchasers from Mr. Agnew; their circumstances since, 4863-6. Prevention of subletting and subdivision by Board of Works unreasonable, 4869-71. Would not force landlords to sell, 4875-7. Towards end of lease farms are let run down from feeling of insecurity, 4878-9. In favour of arbitration, 4880-2. On Lord Donegall's estate, rents increasing, tenants improvements valued, 4882-3. Drainage by Lord Templeton under Board of Works, tenant paying interest, 4884. Office rules more numerous since Land Act, 4885-7. Rent raising previous to

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sale, 4888-9. Against limiting tenant-right, 4890-7. In cases of purchase, disapproves of small holdings and subdivision; case on Mr. Owens' estate, 4906-11. Labourers' wages, 4912-13. Would give reasonable veto to landlord, 4914-16.

Boyd, Mr. W. Sinclair, Belfast; Co. Down, merchant and underwriter.—Belfast.

The working of Land Act, 4919. In the case of the lands of Bloomfield in County Down, 4921-31. Land Act a great benefit, 4931-6. In favour of extending Bright clauses, but fears subdivision, 4936-9. Bright clauses should be made applicable to town properties, 4940-3. Would extend powers of tenants for life, 4944. Against forcing landlords to sell, 4945. If estate in market, would assist tenants to purchase, 4946-7. System of loans under Bright clauses, spoilt by Board of Works' rules, 4948-52. In case of State loans, a check on subdivision necessary, 4953-9.

Shillington, Mr. Thomas, junior, Altavilla, Portadown; county Armagh, Linen Manufacturer.—Belfast.

Relations between landlord and tenant unsatisfactory, 4963. The origin of Ulster Custom, 4964-65; Want of security under Land Act, 4966-7. Modes of ascertaining value of tenant-right, 4968-71. Variations in rent according to price of produce, 4972-3, 5047-8. Instances of variety in rents for same description of land, 4974-5. Improvements by landlord might be taken as basis of an additional rent, 4978-9. Instance of uncertainty under which tenants hold, 4971-3. Case of exorbitant rent, 4984. Beneficial effect of Land Act, 4986, has not checked unfair advance of rent, 4987. Case in point, 4988-91. Average rents in Armagh, land insufficiently cultivated from want of security and money, 4992-4. New valuation at fixed periods, 4995. Tenement valuation no criterion of letting value, 4997. Sales under Church Act, 4998. Suggestions for a new legislation, 4999, 5004; and for new system of tenement valuation, 5005-6. Registration to be done in Court, 5007. All exceptional powers for recovery of rent should be abolished, 5008-15. Would abolish law of distress, 5017-19. Landlord to have right of veto, 5026-7. Would like Land Court amended, 5030-1. Land Act does not give sufficient security, 5034-7. Rent to be decided by arbitrators, with new valuation as basis, 5038-40. With right of appeal to some tribunal, 5041-3. Latent power of land should be taken in account on behalf of landlord, 5044-6. Rent raising on tenant's improvements, 5049-56. Tendency to raise rents since Land Act, tenant-right in consequence depressed, 5064-9, 5074, 5114. Tenant-right can be totally destroyed by increases of rent, 5075-83. Compulsory for London Corporations to sell, but not ordinary proprietors, 5089. Law of entail injurious, 5090-1. Not in favour of a wholesale proprietary, would assist in some cases, 5092-5. Landlords in the north do not make improvements, 5096. Case showing rent should be lowered, 5102-3. Few sales in Landed Estates Court, 5104-5. All vested interests should be compensated for in case rents lowered, 5108-11. In most cases, with Government advancing three-fourths, tenants would be able to purchase, 5128-30. Considers it a fair thing to say to landlords—"You must give perpetuity, or sell to your tenants," 5131-2. Artificial manure seldom used, land deteriorating, 5138-9. Instances of compulsory cultivation of land reclaimed by lowering of Lough Neagh, 5147-9. No tenant-right on holdings obtained without payment, 5151-2. Practically there is a good-will in every tenancy from year to year, 5153-5. Tenant-right once purchased by landlord should remain his, and all his improvements, purchased or made, should be ground of additional

rent, 5162-5. Office rules on Duke of Manchester's estate, 5166-76. Considers landlord's interest the letting value, minus what belongs to the tenant, 5184-9. Probable origin of tenant-right, 5190-9.

Evidence concerning labourers, their wages and houses; no gardens as a rule, 5397-99. Not very dependent on the farmers, as they hold no land, 5401. Difficulty sometimes in case of death, 5401-2. Condition of farm labourers deserving of great attention, 5407. Hand loom weaving as an industry dying out; wages very low, 5408-10.

Robb, Mr. Hamilton, Edenderry, Portadown; county Armagh, Linen Manufacturer.—Belfast.

Landlord's power of veto, 5200. Right of pre-emption only at highest value, 5201-6. A tenant should not be evicted as long as he pays his rent, 5208-11. If a landlord wishes to take land into his own hands, something should be added for compulsory purchase, 5214-17. Tenants not free agents, 5220-1.

Ruddell, Mr. Nelson, Aughacommon, Lurgan; county Armagh, Tenant Farmer.—Belfast.

Concurs generally with Mr. Shillington, 5223. Circumstances attending purchase from Church Commissioners, 5223-33. The interest of proprietors to improve, 5235. Ulster Custom still continues on Church lands bought by other than tenants, 5238-9. Gave twenty-two and a half years' purchase at 28s. per acre, 5251-6. Rent raised at end of leases, 5265. Tenant generally makes improvements, 5266-7. Instance of improvement stopped from feeling of insecurity, 5275-81. Tenant-right on Church property sells from £12 to £17 per English acre, 5282.

Robinson, Mr. John, Druminally, Portadown; Co. Armagh, Tenant Farmer.—Belfast.

Hard case where, on dropping of lease, tenant ejected without any compensation; great improvements made; large increase of rent asked, 5287. The lease for thirty-one years, or three lives, fell in in 1868, 5288-9. Refused to pay increased rent; was evicted; no compensation for improvements; paid rent for one year under Emblements Act, 5292-5301. No tenant-right on estate; grandfather and father made all improvements; landlord did not even allow for drainage, 5308-9. Increase of rent on Lord Lurgan's estate at change of tenancy or death, 5321-3. Case where tenant got leave to sell, and not finding a purchaser had to pay increased rent or go, 5324-6. Another case in point, 5327-30. Custom at expiration of lease to make tenant pay £2 per acre for shore land, reclaimed from Lough Neagh, 5335-7. Tenant-right eaten away by rent raising; cases on Lord Ranfurly's estate, 5338-43, 5344-5. No security for improvements; only want fair rent, free sale, and fixity of tenure, 5346-51. Many would borrow, and buy under amended Bright clauses, 5352-4. Legal security the only remedy, 5357.

Walker, Mr. John, Seagoe Villa, Portadown; Co. Armagh, Tenant Farmer.—Belfast.

A purchaser under Church Temporalities, 5359-60. Was charged twenty-two years' purchase on Lough Neagh drainage rate, instead of eight years; had no remedy, 5361-8. A great benefit if security were given, 5374-6. Quite agrees with Mr. Shillington's evidence and proposals, 5378-80. Rent always raised at change of tenancy, 5381-4. Which reduces tenant-right, 5386-7. Free sale would improve the country, 5388-92. No sales during last year, 5396.

Wrench, Frederick, Esq., Brookborough; County Fermanagh, Land Agent.—Belfast.

Agent to Sir Victor Brooke, Lords Rathdonnell and Lanesborough, Sir Thomas B. Lennard, and

Wrench, Frederick—continued.

others; collects about £40,000 a year, 5415-17. Has experience of management of estates in Cavan, Westmeath, and Cork, 5418-19. Tenant-right prevails on all the properties he is agent over, 5420-6. Custom on Sir Victor Brooke's estate; valuers chosen by outgoing and incoming tenant; landlord appoints umpire acceptable to both, 5427-29. Form signed, called Change of Tenant; accepted tenant often pays largely for outgoing tenant's improvements, which are valued; case in point, 5430-6. No general increase of rent at fall of a lease or change of tenancy; if rent is very low sometimes increased, but never on tenants' improvements, 5437-9. This system is called custom of arbitration, and is most satisfactory; no disputes or complaints, 5440-2. On Sir Thomas B. Lenard's estate the custom is, permission to sell by private contract to solvent tenant, approved of by landlord; price not restricted, 5444-6, 5454. In case of dispute is often asked to settle between them; for all practical purposes the tenants hold at fair rents, with fixity of tenure, 5453-6. A very good feeling exists; few cases of rent raising, 5457-8. Objects to tenants having to pay for their own improvements; never makes them; public auctions not allowed; does not approve of them, 5459-66. Buildings not valued, except those erected by landlord; practically tenants make all improvements, 5468-74. Against free sale; landlord should have right of veto, and adjoining tenant the preference, 5481-4. Price of tenant-right affected by various causes; quality of land, competition, situation, markets, and the character of the landlord, 5490-2. No substantial difference between improvements on Sir V. Brook's and tenant-right on other estates 5493-6. System of arbitrators and umpires work well, 5497. Price of sale not interfered with; arrears of rent deducted, 5499, 5503. One claim under Land Act in eleven years, 5505-7. The case, 5506-13. No evictions, except for non-payment of rent; only two finally evicted, 5516-18. As tenant's interest was sold, rent paid, and balance handed back, 5519-21. Never distrain, 5522. Rents reasonable; tenants well off, 5526-9. What he knows of purchasing under Church Temporalities; not a success; could not pay instalments; had to sell, 5530-9. In favour of peasant proprietary, if the result of natural causes, provided it was not forced, and a tenant had at least one-third of the money, 5540-6. These purchasers had no means of living, but the land, 5551-56. Tenants do not improve more, landlords have almost all ceased to do so since the Land Act, 5560-8. Would rather make improvements themselves, than pay per-centage to landlords, 5564-5. Small tenants would prefer to be under good landlord, at fair rent, to buying their holdings, 5566. The custom as to labourers; their relation with the farmers, 5567-73. Great dissatisfaction among them, 5575-80. Their wages, 5581-2. No demand for leases since Land Act; where lease did fall in tenant-right allowed, 5583-5. Objection to County Court Judges as arbiters; in favour of new Government valuation, 5586-8. Compulsory peasant proprietary; the substitution of one class of landlord for another, and that a lower class, 5593-5. Impossible to prohibit peasant proprietors from subletting, 5596-99. Periodical valuation a better plan, 5600. In favour of extending a well-defined Ulster custom to all Ireland, 5601-7. It is not the custom, as far as his experience goes, to raise rents, and thus eat away tenant-right, 5608-12. No cases of leases barring claims under Land Act, 5613-18. When rents are raised, only to a fair amount, 5619. When tenant leaves improvements are taken into account, as well as the good will, 5629-34. Suggests Government valuation, by really competent men, of good position, with right of appeal to judge of assize, as means of settling rent question, 5637-8. Tenants, where fairly dealt with, are well disposed,

5643-44. The present valuation does not represent the fair letting value, 5645-6. Case where tenant got into difficulties; farm sold by creditors 5648.

Quin, Rev. Charles, P.P., Lower Killery, Camlough; county Armagh.—Belfast.

President Camlough Tenant-right Association, 5649. Farms in counties Tyrone and Derry, 5651. Evidence in regard to reclaimed land in Armagh and Tyrone, 5654. No uniform defined custom in Ulster, 5655-7. Proprietary rights of landlords, 5658. Tenant-right subject to these rights, 5659. Rents increased on change of tenancy, on tenant's improvements, since Land Act; landlords have invaded tenants rights very much, 5660-3. Cases of rent-raising on Lord Castle Stuart's estate. 5664-71. Case of Edward Monahan, 5674-6. Rent too high even if landlord made improvements, 5677-9. Landlord should be allowed for latent power in land, 5680-1. Eighty ejectments for non-payment of rent; evicted; are now caretakers, 5685-9. Rent raising on Sir John Stewart's estate in 1852; a second increase tried, but resisted, 5691-8. Other instances before and after Land Act on Mr. Henry's estate, 5701-7. Tenant-right allowed, but of no value from high renting, 5708-10. Revision of rents, 5711-12. Office rules and threatened rise of rent on Mr. Richardson's estate, 5715-23. Increase based on tenant's improvements, 5724-5. Estates when bought as a speculation, 5728. Rights of landlord and tenant want defining, 5730. Increase of rent on a sale; purchase money must be paid through office; sale limited to adjoining tenants, 5731-2. Price limited, but limitation withdrawn, 5736. No subdivision without consent, 5739. Considers office rules illegal, 5740-2. Tenant-right diminished by office rules, 5743-46. Increase of rent on every change of tenancy, yearly or leasehold, on Mr. Quinn's estate; rents are now rackrents, 5747-55. Management of Mr. R. Bond McGeough's estate, rent raised on every excuse, 5756-8. Raised three hundred per cent. on tenant's improvements; tenant-right limited to £5, but resisted, 5759-60. List of evictions; case of Mrs. Catherine Hart, 5760-68. In favour of peasant proprietary from experience, but would not interfere with just rights of landlords, 5769-71. Good for the country and for the landlords if fair price given, 5772. Government assistance needed by advancing money on the security of the land, 5774-5. Would compel London Companies to sell, 5776. Government to raise money by means of bonds; cases of purchase under Church Act; marked improvements made, 5777-8. No advocate for compulsory sale, only when estate was in market would largely assist tenants to buy—amount at present advanced not large enough, 5779-85. A well-defined tenant-right, as regards rent, might be extended to all Ireland, 5787-9. Impartial tribunal or arbitration to fix rents, 5792. Cases of high rents under lease held on Mr. Whaley's property, 5792-8. In almost every instance the tenants are forced to pay the whole county cess, roads being measured in farm—a great grievance; case in point; Land Act useless as far as county cess is concerned, 5857.

O'Callaghan, Mr. Patrick, Lisséragh, Castleblaney; county Monaghan, Tenant Farmer.—Belfast.

Present law a clog upon industry, afraid to continue improving for fear of rent being raised, 5803-8. Many tenants on estate would improve if they had security, 5809-10. Rent increased at will of landlord, 5812-13. The man who will give highest rent is chosen by landlord, 5815-16. Rule on Lord Gosford's estate at fall of lease, 5820. Case of rent-raising on tenant's improvements on above estate, 5824-5. Another instance on Mr. Quinn's estate,

O'Callaghan, Patrick—continued.

5826-30. Complains that landlords will not allow more than a certain number of labourers on their estates, as in bad times they go to the workhouse, and so increase rates, 5821-2. Condition of labourers, 5833-7. In favour of peasant proprietary, 5839.

Barry, Mr. Michael, P.L.G., The Cross, Camlough; County Armagh, Tenant Farmer.—Belfast.

Agrees with previous witnesses, 5841. Case of rent being raised on tenants' own improvements, 5842-48. No increase since Land Act, but afraid to improve, 5849. Rent fixed by arbitration; fixity of tenure and free sale would satisfy him, 5850-4.

McGeany, Rev. Patrick, R.C.C., Armagh.—Belfast.

Agrees substantially with evidence of Rev. Mr. Quin; case of tenant-right being diminished by increases of rent on Lord Charlemont's estate, 5855.

Young, John, Esq., Galgorm Castle, Ballymena; County Antrim, Landowner.—Belfast.

Definition of tenant-right, considers the right of continuous occupation has never either been claimed by tenant, or acknowledged by landlord, 5861-4. Land Act has, in his opinion, merely rendered legal the customs formerly permitted by landlords, 5865-7. Never knew of a case of eviction save for nonpayment, 5868-71. Value of tenant-right fixed by arbitration, just as well as by auction, 5872. A fair representation of tenant-right would be that on a fair rent being paid, revalued at certain intervals, tenant is not to be disturbed, unless land is wanted for some fixed purpose, 5873-5. Right of notice to quit acknowledged, 5876. Where tenant-right is acknowledged no claim for improvements admitted and *vice versa*, 5877-80. High tenant-right advantageous to landlord, unless tenant from competition gives more than the value, 5882. Landlord should always have choice of tenant, 5883-6. Exorbitant prices given every day, 5888. The result, 5889-91, 5894-6. Objects to auction on ground, that it is invidious for landlord to object to highest bidder, 5892-3. Large and liberal tenant-right on his own estate, 5897-8. Was leased in 1844 for thirty years, was revalued and relet in 1874, when leases expired, 5899-5902. Valuator appointed, tenants improvements not valued, 16 or 17 per cent. increase, 5903-9. Farms are small, not much capital required, 5912-16. A case of money making on fifteen acres, 5920-22. Selling value of tenant-right influenced by surroundings, rent, landlord's character, situation, 5923. As a matter of practical experience, there is no feeling of insecurity, 5924-5. No change of rent without revaluation, 5926-8. Suggests a revaluation every twenty or thirty years over whole property, giving full consideration to tenants' improvements 5930-5. Tenant, at falling in of lease, should have protection, 5936. No undue rent raising, or clauses barring tenant-right, 5937-9. Landlords liberality towards improvements checked by Land Act, 5941-7. Has in his own leases inserted clauses guaranteeing tenant-right, 5947-9. No unwillingness to take leases where above clause is inserted, 5950-1. Rents moderate in his district, 5952-3. Under-tenants in wretched condition, paying double in comparison to head tenant, 5957-60. Labourers partly agricultural, partly linen weavers, 5961-4. Their relations with farmers, 5965-71. Entirely in favour of tenant-right with proper restrictions, landlord's right of pre-emption, arbitration, in case tenant cannot pay rent fixed by landlord, to determine his interest in farm. Landlord should not be restricted in fixing rent by Government umpires, 5977-91. Tenant getting full value of tenant-right has no right to complain, 5997-8. Denies emphatically that tenant-right is eaten away by increases of rent,

6000. Landlords right to resumption should not be interfered with, cases in point, 6002-7. Considers landlord has a right to any rent he can get paying tenant existing tenant-right, opposed to fixity of tenure, as infringement of rights, 6008-14. Tenants influenced by having to go to court, and before a judge who knows nothing about land, 6018-19. Approves of any fair system for preserving value of tenant-right, but in case of dispute landlord to have power of resuming possession on payment of tenant-right, 6025-27. An injustice to extend tenant-right to all Ireland, 6028-31. Existing prices the standard for rent, 6035-38.

M'Neill, Edmund, Esq., Craigdun; County Antrim, Landowner and Agent.—Belfast.

Farms under a landlord, 6043. Agent over 55,000 acres, exclusive of perpetuity holdings, 6044-7. Agrees with Mr. Young as to tenant-right, 6049-51. Always insists on provision being made for widow, 6052. The power of making a will, since Land Act, the cause of great disputes; in case of no will becomes the property of whole family; instances, 6053-6. No eviction under notice to quit for twenty-five years, has had ejectments for non-payment, but no eviction up to the passing of Land Act, has been obliged since then, to protect tenant against his creditors, 6057-59. Tenants have borrowed since Land Act to an injurious extent and are sold up; against rules of estate to mortgage or sell without permission, cases of; subsequent proceedings, 6061-70. Few leases, have all fallen in, revalued farms on each occasion; taking tenant's improvements into consideration, no disputes, instances in point, 6071-7. Not in favour of fixing rents by arbitration, 6079-80. Present valuation not reliable, a new valuation if skilfully done, desirable, 6081-2. Suggestions for new valuation, a standard of value, 6083-87. Improvements by landlords checked since Land Act, as they are afraid they will become property of tenant, 6091-3. Case in point, 6094. Was agent over small estate, since sold to the tenants, who do not think much of their purchase, 6095-6101. No desire on part of tenants to buy where tenant-right is fully acknowledged, 6102-3.

Swann, Mr. Thomas, Lisburn; county Antrim, Tenant Farmer.—Belfast.

Tenant on Earl of Yarmouth's estate, 6105-6. Attempt on Hertford estate to limit tenant-right, great objection to this throughout the country, 6112-13. The question as to value of tenant-right at present in confusion; few sales occurring lately, 6118-19. Interference by office would not prevent sales from taking place, 6120. Tenant-right at end of lease not disputed, but rent invariably raised, 6121-3. Instance of, 6124-7. Rents always creeping up and indirectly confiscating tenant-right, 6128-29. Case in point, 6129-85. In favour of arbitrators in case of disputes, with a skilled umpire. Most anxious that tenants' improvements and landlords' interest should be kept separate, 6136-9. Considers, in case of revaluation, that rents would be lowered, in fact agriculture demands it, 6141-2. Arbitration the only opening at present, 6152. No cases of purchase under Bright clauses, farmers could not generally pay one-third, 6153-4. Great feeling of insecurity exists, 6155-7. Farming very good, and labour always plentiful, 6158-9. Condition of labourers, the relation between them and the farmers very good; wages 10s. to 12s. per week, house and garden free, with land for potatoes, 6161-6. Custom on Downshire estate to raise rents on falling in of lease, or a change of tenancy, 6167. Power of rent raising the great grievance, 6168. Instance of landlord forcing tenant to pay share of income tax, 6206.

Gray, Mr. William, Laganbrae ; Counties Antrim and Down, Tenant Farmer.—Belfast.

Rent raising on Sir Thomas Bateson's estate, case of a farmer named Gilliland, 6169-4. Rent raising on Sir Thomas Bateson's estate an innovation since Land Act ; sale restricted to £10, case of Mr. Wood's, 6175-6. Case on Sir Richard Wallace's estate, showing the custom has been changed since Land Act, 6180. Further instances on late Marquis of Hertford's estate, proving this to be so, 6181. Proposes in reference to arbitration, that a registration office be established in each petty sessions district, 6182-5. Complain not of landlords but of land law, 6202. Land Act did not provide sufficient remedy, 6204-5.

A——, B——, Stoneford, near Lisburn ; County Antrim, Tenant Farmer.—Belfast.

Tenant of Sir Richard Wallace's. Improved and reclaimed his farm, revalued and rent raised, 6187-91. Now holds a lease, tenant-right secure at fall of lease, but uncertain as to how much his rent may be raised, 6195-6201. Anecdote of valuator taking bribe, 6207.

Perry, Mr. Joseph, Grovehill, Downpatrick ; County Down, Tenant Farmer.—Belfast.

For four years secretary to Co. Down Farmers' Association, 6210. Ulster custom is, continuous occupation, free sale and fair rents, 6214-15. Evidence with regard to restrictions placed on tenant-right: fifty years ago, same custom of free sale existed on all, 6216. The custom first limited, then denied on John Waring Maxwell's estate in 1834, but allowance for drainage, 6217-18, 6224. Colonel Forde selected tenant and appointed his own valuator to fix the price of sale, but now allows arbitration, 6219-23. Restricted on Lord Bangor's estate to £5 per acre, but larger sums given behind backs, 6224-5. Where free sale cannot be stopped, plan of raising rent at transfer is adopted since the Land Act, 6228-32. The question of tenant-right continuing at termination of lease ; celebrated case of *M'Keown v. Beauclerc* in 1872, 6223-4. Tenants have no security in improving, 6235-6, 6242. In favour of valuations at fixed periods, 6239-40. Would extend Ulster custom to Ireland, 6244-6281. Rent should be decided before instead of after an eviction, 6245-6. Arbitration a fair mode of settling differences as to rent, landlord to name one arbitrator, tenant another, and an impartial umpire selected by the two appointed, 6248-50. Land Act has checked improvements both by landlord and tenant, and has induced rent raising, 6253-8. Land Act fairly interpreted by County Court Judges, 6259-60. A good deal of reclamation going on, but decreased lately in consequence of increased price of labour, 6263. Condition of labourers, 6264-5. Tenant quitting voluntarily cannot claim for disturbance, 6267-8. Should be no right of disturbance except for public purposes, 6269-70. All the improvements that have been made are the result of tenant-right, 6273-4. Gradual increase of rent, will result in great calamity to the country, 6275-6. Perpetuity leases much better than peasant proprietorship, and to the advantage of tenants to have a certain amount of rent to pay, 6292-4.

Gardner, Mr. Edward, LL.B., Downpatrick ; County Down, Solicitor.—Belfast.

Agent to Colonel Craig and Mr. Craig-Laurie, 6295. Agrees with evidence of Mr. Perry in reference to Ulster custom, and the feeling of insecurity produced by restrictions and office rules, such as rent raising on transfers. Examples of this, 6298-6304. Tenant-right encroached upon by advances of rent, case of Mrs. Stitt, 6305-7. Another instance on Ardglass estate of a man named Grogan, 6308-12. Right of sale denied on Mr. Maxwell's estate ; limited sale up to time of Land Act, since

which the right has been denied, 6314-22. Case of Mrs. Robinson on Finnehogue estate, 6322-6. Forms of agreement for yearly tenancies have come into use since Land Act. The form in use on Ardglass property, 6326-7. Agreement used on Lord Bangor's estate, with clause against claim for compensation, 6328-9. These were used on change of tenancy. The Dufferin lease, 6330. Case of Mr. Hughes, 6331. A desirable thing to secure fixity of tenure, with fair rents, 6332.

Moore, Mr. William James, 39 Cromwell-road, Belfast ; County Down.—Belfast.

Further particulars of Mrs. Hughes's case (see No. 6331). Also case of John Menown, 6335. Tenants are deterred from contesting any question by the expenses of proceedings in Court, 6336-7. Rent raised whenever landlord chose, and custom infringed both before and since the Land Act ; hard case of Hugh Christian, 6340-44. Instances of rent raising on tenant improvements on Count Russell's property, 6345-8. Case of infringement of custom by forbidding sale on Mr. Mulholland's property, 6348-9. Another instance of limiting sale contrary to custom. Case of Arthur Atkinson, 5349. Where estate is for sale tenant should have preference, with Government advance of four-fifths of the purchase-money, 6851.

Murray, Mr. Patrick, Castlewellan ; County Down, Tenant Farmer.—Belfast.

Attempt to raise rents all over Lord Annesley's estate, and proposal to re-value the whole property, 6352-4. Sample cases on each townland, of increase, 6355. Witness and another tenant resisted increase, served with notice to quit, 6356-8. Held under lease ; reclaimed a good deal. When lease dropped rent was raised, 6360-2. His case, 6363. Deputation to Lord Annesley, 6363-4. Agreement in use protecting tenant-right, but with clause against bankruptcy, 6365-8. Tenant-right sells for £50 per acre. No improvements made by landlord. Further cases of increase, 6369-72. Case of Widow Murphy on Mr. Thompson's estate came into Court. Chairman would not allow increase, and gave decree for £40 an acre, 6373-4. Increases of rent at change of tenancy a great hardship. Land should be valued by a local man who knows the district and what the land can produce, 6374-77.

M'Alena, Mr. James, Castlewellan ; County Down, Auctioneer.—Belfast.

System of purchase on Downshire estate, 6379. Rent considerably increased at every transfer ; cases in point, 6380-1. When an increased rent takes place landlord pays half county cess, 6381-2. Tenant-right destroyed by increased rent ; instance of, 6383. Mr. Gartlan compels son on succeeding his father to pay all arrears due before 1847, or his name will not be entered in rental, 6384. Custom on Lord Roden's estate, no tenant-right, outgoing tenant gets a consideration, 6385-6, 6388, 6398. Up to Land Act sale by auction permitted on Lord Annesley's estate, not since, 6387. Tenants very poor and in a bad state. A great many private sales, 6391-3.

Quinn, Peter, Esq., J.P., Newry ; Counties Armagh, Down, and Tipperary, Land Agent.—Belfast.

Is land agent in county Armagh for forty years, on estates of Mr. Close, Mr. Hall, Lord Waterford, the Newtownhamilton estate, the Forkhill estate, and in Tipperary and Down ; 28,000 acres in Ulster, and 8,000 in Tipperary, 6394-6, 6408-10. Tenant-right—the power of the outgoing tenant to dispose of his interest in his farm, subject to the rule of the office, 6397-8. The custom elsewhere in Ulster the same, except that on some estates no restrictive office rules apply, 6399. On estates over which he is agent, no disturbance, but continuous occupancy provided the rent is paid, 6401-2. And there are in the office rules restrictions on selection of

Quinn, Peter, J.P.—continued.

tenant and price of tenant-right, 6403, 6439. Tenant-right has worked satisfactorily, 6404. Recent agitation in Armagh in favour of free sale, 6405. Limit and price of tenant-right is £15 per acre, and tenant must be approved of by landlord, 6407. These limits advantage landlord and do not disadvantage tenant, 6412, 6475. Improvements enter little into price of tenant-right; which is given for sake of possession—to make a livelihood, 6413–5. Selection of tenant gives opportunity to adjoining tenant to become purchaser, 6416–7. Adjoining tenant has preference, 6418. On Mr. Close's estate tenants fixed maximum limit of £15 an acre, 6412, 6420–5. They were previously restricted to £10 an acre, 6426. No minimum, 6424. Never less than £10 or £12 per acre given, 6426. When limit £10, payments under the rose, 6426, 6429. Limit also exists on Major Shortall's estates in counties of Down and Armagh, and on Forkhill estate, 6432–3. Limit on Mr. John Martin's estate in county Tyrone is £8 an acre, 6434–7. Witness only agent eight years there, 6463. No general raising of rents last twenty-five years, but on expiration of leases, if rent low, there is, 6440, 6445–7, 6511–7. Leaseholders at end of lease entitled to same tenant-right as yearly tenants, 6448–50. Case of land claim by tenant who refused agent's offer to sell to adjoining tenants preferentially, 6453. Land Act has not affected practice on estate, 6458–60. Only interference with management is that indebted tenants defeat small creditors' claims, 6461–5. Former practice in case of tenant insolvent, 6465. Some decrees for nonpayment of rent, but no actual evictions, 6466–7. Tenants pretty well off, 6468. Improvements generally made by tenant, 6469–70. Distraint very rare, 6471–2. Limitation of price no material benefit to landlord except in selection of tenant, 6476–9, 6518–9. On Tipperary estate, four tenants, three having leases, 6480–6. Case of purchaser from Church Commissioners who sold out at a profit for want of capital, 6488–91, 6577–6594. In favor of enabling tenants with some capital to buy their holdings on favourable terms, 6491–3. Would not force landlords to sell, 6494. Case of depreciation of landlord's estate by offer of tenants to purchase, 6494. Case of sales to tenants since Land Act; some have since done well; they did not borrow under Bright clauses, 6494–6502. Would allow alienation, but not subletting or subdivision, under Bright clauses, 6504–8. Case of leases at low rents granted 100 years ago—great subdivision since, 6508–10. No ground for sense of insecurity through raising rents, 6511. Rents not generally raised on tenants' improvements—not on change of tenancy or death of tenant, 6514–7. Tenant-right makes rent sure, 6519. No fear of loss of rent or deterioration through non limitation of price, 6518–23. In county Tipperary the landlords made the improvements, and the leases bar any claim to tenant-right, 6525–6. Where landlords make improvements, tenants have no just claim to sell good-will; but they could recoup themselves in increased rent; which at present would be a doubtful prospect, 6527–32. Ulster plantation gave no part of property in the land to tenant, 6533–9. Ulster tenant-right grew up by good nature of landlord, 6540. Extension of it to south would not be just, but would be easiest settlement for southern landlords, 6541. Landlord might be compensated by payment of money, lent by Government, on occasion of new tenancy, 6542–5. Leases not asked for before or since Land Act, 6548. Only leases are on Newtownhamilton estate, 6547. On two estates prior to Land Act, landlords gave slates, and sometimes timber to tenants building, 6549. Since ceased, 6550. £15 limit existed before Land Act, 6551. Rent about, or a little under Government valuation in Armagh; double in Tipperary, 6552–3. Valuation lower in south

than in north, 6553–4. Answer to statements before Commission of Doyle, a tenant of late Edward Quinn, 6355–6361. Tenant under Ulster custom, in arrear of rent, is allowed to sell, even though evicted, 6562–8. Tenant-right supplies a fund, out of which arrears of rent are paid, 6564. Tenants near Newry refusing to pay rent, 6568–73. Case of tenants purchasing from Church Commissioners their own holdings, and fairly prosperous, 6574–82, 6595–6608. In fixing rents on expiration of leases regard is had to general valuation made in 1832, and to rents of adjoining tenants, 6608–10. Rents on Mr. Close's estate 21s. per English acre 6611–2. Ulster system would be wisely accepted by southern landlords, if it settled the question, 6613–5. Acted as umpire in arbitration between Mr. R. J. M'Geough and his tenants; result, rents reduced below landlord's demand, but above tenants' offer, 6736–59. Raising rent unreasonably diminishes value of tenant-right, 6754–5.

Brush, Richard C., Esq., J.P., Armagh; Cos. Armagh and Tyrone, Land Agent.—Belfast.

Land agent since 1863, of Richhill estate (7,000 acres) in county Armagh, and of Lord Belmore's estate (14,000 acres) in county Tyrone, 6616–8, 6640–1, 6650–1. Rental of Armagh estate, £6,400, Government valuation for land, excluding houses, £7,680, 6619. Rental of Lord Belmore's Tyrone estate, £8,000; Government valuation a little less, 6620. Tenant right custom prevails on both estates, no limit to price, continuous occupancy as long as rent is paid, landlord has reasonable veto on incoming tenant, but no pre-emption, 6621, 6631, 6635. System works remarkably well, outgoing tenant has something to pay his debts, and go away; contributes to peace and prosperity of community and estate, 6632–3, 6636–8. Purchase money not paid into rent office, though formerly the system on Tyrone estate, 6634. Same custom prevails generally on adjoining estates, 6639. Good market near estates, tenants well able to pay rents, 6642–6. A hanging gale allowed, 6647–9. Land Act has on Tyrone estate, not on Armagh estate, stopped landlords' contribution, in shape of timber and slates for building, and for drains, to tenants' improvements, 6652–6. Only increase of rent is at end of leases, when rent is brought up to that of adjoining tenants, 6657–9. Tenant not charged rent on his own improvements, 6660. Land Act, save in one case, has made no alteration as to county cess, 6661–3. Farm roads may, but county roads are not measured for rent against tenant, 6664–5. Bog kept in landlord's hands, tenant paying 1s. a rood for turbary, 6669–71. Cut-away bog is reclaimed by tenant, no rent imposed till general revision of rent, 6672–3. Tenants are satisfied with that arrangement, 6674. Tenant-right system the best that could be, should be extended to whole country, secures landlord his rent, and peace in the country, 6675–7. Thinks general system of purchase by tenants of their farms in fee would be erroneous; gives reasons, 6678–83. Only one actual eviction on Tyrone estate since Land Act, 6684. No cases under Land Act, 6685; nor settled out of court, 6686. Ejectment for non-payment of rent, used only to compel payment of arrears, 6687–90. In rural districts, distraint never resorted to; might be safely abolished, 6690–3. Rack-renting principally practised with recent Landed Estates Court purchasers, 6694, 6710, 6719–20. Tenants should be protected against this by outside tribunal, 6695. General valuation by Government valuers, as basis of fair rents, useful for this, 6694–8. Government valuation tolerably uniform in counties, but low in county Tyrone, high in Armagh, 6699. Griffith's valuation is in county Tyrone twenty-five, and in county Armagh, 10 per cent. below just letting value, 6701. On county Armagh estate rent is 5 per cent. below valuation; on county

Brush, Richard C., J.P.—continued.

Tyrone estate, about 1½ per cent. above Government valuation, 6702. Rents for Armagh estate not revised for forty years; of Tyrone estates not since 1858, 6702-3, 6704. Leases not general, and not asked for; tenant-right on expiration of lease recognized, same as on tenancies from year to year, 6705-6. Rent might be settled by arbitrators appointed by Government for each district, 6709-10. Complaints as to excessive rents have foundation on small estates, 6711. Tenants unwilling to take leases unless tenant-right preserved, 6714. Does not think leases are forced on tenants, 6715-8. Neither on estates witness or his brother manages are rents raised on change of tenancy, or on tenant's death, 6721. Opposed to peasant proprietors, they would subdivide, and be cumbered with debts, and mortgages—thinks so, but has no facts to guide him, 6723-30. Would assist a thrifty industrious tenant to purchase his holding, if such a case arose, 6731-5.

Winder, John G., Esq., J.P., Armagh; Co. Armagh, Land Agent.—Belfast.

Land agent for estates of Mr. Cope, Archdeacon Darby, Miss Olpherts, and others in county Armagh, and for estates of Sir Capel Molyneux, in counties Armagh, Dublin, Kildare, Limerick, and Queen's County, in all of the annual value of £17,000, of which £8,000 or £9,000 is in Ulster, 6756-62, 6853-4. In all the fullest tenant-right exists, the only restrictions being that adjoining tenants should have first offer, and that sale should not be by auction, 6763-72, 6778. Price seldom disputed when adjoining tenant willing to buy; but if disputed, reference to neighbours, 6773. Price varies little on same estate, 6773-7, 6779. Variation principally caused by character of landlord, 6774. Prices not much altered since Land Act, 6782; £12 an acre average price in Armagh, 6782-3. No alteration of rents at sale of tenant-right, nor except on fall of lease, 6785-6. No fixed interval for revaluation of rents, but Mr. Darley's and Mr. Cope's estates valued about twenty years ago, 6787-8. Tenants generally make the improvements, and have laid out much on them, 6789, 6791, 6855-6. Landlords occasionally contribute; witness on one estate contributed to making drains, 6790. Never raised rents on tenants' improvements, but dares say many have, 6792, 6794-6. Not in favour of a Government valuation as basis for rents, 6793. Thinks present law sufficiently protects tenants in Armagh, 6797. Sees no harm in extending tenant-right to South and West, 6798, 6844, 6868-77. County Court Judges settle at present disputes about rent; does not think them satisfactory tribunal for this, 6799-6805. Neither party is satisfied, 6805. Would prefer arbitration, but thinks it an interference with the rights of property, 6807-8. Recognizes tenant-right on estates outside Ulster, but it is only occasionally in operation, 6814-5, 6843. Price not so high as in Ulster, 6814. Found the custom, to a certain extent, in existence there fourteen years ago, when he became agent, 6816-7. Landlords out of Ulster make most building improvements—more generally than in Ulster, 6818-22. Rents lower in Munster than in Ulster, 6823, 6826-8. In Armagh, little difference between rent and valuation; in Munster, rent considerably higher than valuation, 6824-5. Had three land cases, two in Ulster, 6829-31, 6836. Case of *Hillock v. Cope*—sale under *fi. fa.* by auction, against will of agent—claim dismissed, 6831-3. Case of claim in respect of demesne land; small sum awarded tenant as compensation, 6834-5. Tenant-right system works well—it is fair and just; does the landlord no harm, and serves the tenant, 6837-43. Land Act affected little the tenant-right estates, but of advantage elsewhere, 6845-6. Raising rents unduly would extinguish tenant-right, 6847; 6859-60; 6866. Incidents of tenant-right are a fair rent, and not to be evicted

for non-payment, 6848-9. Case of tenant evicted because he beat his landlord in an action, 6850-1. Never resorts to distress; nobody in Armagh does, 6852. Feeling of insecurity not general; never had dispute with a tenant, 6857-8. But good landlords or agents are not immortal, 6861-2. Any insecurity arises from fear of undue raising of rents, 6863-7. Would approve of fixing rent by arbitration, if dispute arose, 6867. Landlord should have right to resume possession, but he should pay for it, 6878. But not, if tenant paid nothing on incoming and made no improvements, 6879-80.

Waring, Lieutenant-Colonel, D.L., Waringstown; Co. Down, Land Owner.—Belfast.

Landowner in County Down of 4,000 acres, 6881-4. Tenant-right custom now prevails universally in his district, 6884-5, 6896. It is the right to sell the good-will to person approved of as to solvency and character, 6886. Price never limited, 6887-8. Affected by character of landlord, and situation of land, 6889. No office rules, 6890. The system of tenant-right very satisfactory to landlord and tenant, 6891-3, 6919, 6925, 6942-3. Right of approving incoming tenant useful for tenants and landlord, 6894. Adjoining tenant has pre-emption, 6895. Tenant who had paid all his capital to outgoing tenant not objected to as insolvent, 6900-2. No material increase of rent in his district in his time, 6903. Some old leases of 1823-8, on his estate for three lives and twenty-one years, 6904-5. On fall of leases, tenants put on same rent as yearly tenants; generally a slight rise, 6905-6, 6909. In case of leases granted during war, generally a reduction of rent on dropping of lease, 6906, 6916-7. Tenants do not fear raising of rents, 6907-8. Acknowledges leasehold tenant-right, 6910-1, 6915. Exceptional case, where denied successfully in court, but tenant got compensation for his improvements, 6912-4. Had only one eviction—a formal one, 6918. Large prices paid for tenant-right, 6919-23. No distastefulness on agricultural holdings, 6924. Estates of his father, who made the improvements and introduced tenant-right, 6926-7. Since then, the improvements made by the tenants, 6928. Tenants generally make the improvements, except main drainage, &c., 6929-30. Growth of wheat and barley discontinued lately—wheat, from American competition, 6932-3. Principal crops grown, 6934-6. Temporary depression among farmers, 6931. Flax not exhaustive, if not too frequently grown, 6937-8. No difficulty in getting rents, 6940. Recommends a system of arbitration in disputes between landlord and tenant, 6941. In district circumstanced as his own, tenant-right would work well; but does not know how it would work in large dairy and grazing farms, 6944-7. For tenants to purchase the fee would be to throw away their tenant-right, 6949-52. Facilities might be given to thrifty tenants to buy, if subdivision prevented, 6953, 6960. Cases of tenants under old leases for ever—bad results, subdivision and poverty, 6953-6, 6981-6, 6988. Artificial creation of a peasant proprietary would not be beneficial, 6961-4. Little waste land, 6965. Cut away bog let for seven years for nothing; then at moderate rent, system satisfactory, 6966-9. Tenants prefer to pay county cess to paying average equivalent in increased rent, 6970. Farms let by bulk; hence no question as to county roads, 6971. Arbitration in case of difference as to price of farm, 6972. Tenants satisfied with present system, 6973-4. Does not know of rent raised to destroy the tenant-right, though he does to diminish it, 6975-6979. Would not object to tribunal settling rent, but hard to find competent and independent tribunal, 6975-80. Case of Land Act acting as deterrent on landlord raising rents unduly, 6989-92. Compensation sufficient protection against increase of rent, 6993-6. Land Act did not affect price of tenant-right, 6997.

Forde, Colonel, D.L., Seaforde; Co. Down, Land Owner.—*Belfast*.

Landowner in County Down, of 20,000 acres, all subject to tenant-right, 6998-7001. Ulster custom involves compensation for improvements and good-will: price varies from £8 to £20 an acre, according to quality of land, 7002-7004. Tenant has right to stay on as long as he pays the rent; witness never dispossessed a tenant, 7003. Adjoining tenant has first offer, and price is fixed by arbitration—no limit to price, 7005-9. Has always granted Ulster custom on expiration of lease, same as in tenancies from year to year, 7011-5. Only two exceptional farms, where tenant-right does not apply—one, demesne land improved by landlord, and let on nineteen years' lease, the other, where tenant-right purchased by landlord, and farm relet, 7016. Present law sufficient, but if any change, his own usage best, 7017. Very few leases and decreasing since Land Act, 7018-9. Tenants don't take leases, 7020, 7026-7. If rents in leases low, on their expiration, rents are raised to surrounding standard, 7021-5. Old perpetuity leaseholders do not cultivate as well as yearly tenants, 7028. Rents on his estate about equal to, in the district rather over Government valuation of lands without buildings, 7029-30. Raising of rents since Land Act not the rule, 7034-5, 7096. No general revaluation since 1837, 7036. No disputes about rent; no land cases; no distraining, 7037-9. Arterial drainage done by landlord, with money from Board of Works, and instalments paid by tenants separate from rent, 7040-3. Minor improvements made by tenants, 7044. No change through Land Act, as to improvements, 7045-6. Landlords' contributions to tenants' improvements checked by Land Act, 7048. No cases of insufficient compensation for improvements in his district, 7049. Little barren land in Down; no waste land reclaimed except bog or mountain with great labour, 7051-3. Bogs let in County Wexford for seven years for nothing, to compensate for reclamation, and then rent put on, 7054-8. No large pasture farms in County Down, 7059. Town-parks should not be subject to tenant-right or compensation, 7060. No necessity for change in Land Act, to include other holdings than those subject to it, 7061-2. No change as to payment of county cess, 7063. Nor as to ground covered by roads; no hardship in this, 7064-72. Land Act checks imposition of exorbitant rent, and protects all parties, 7073, 7091-5. Legalization of tenant-right a benefit 7075-7. Tenant paying nothing on incoming should only get compensation for improvements, 7078-80. Ulster tenant better off than southern tenant, but thinks tenant-right of North should not be extended, 7081-4. Northern tenant taking land in famine times paid nothing but got tenant-right; approves of this—it secures the landlord his rent, 7085-90.

Ward, Hon. Somerset, J.P., Strangford; Co. Down, Land Agent.—*Belfast*.

Land agent for Lord Bangor (7,000 acres), Mr. Ward (500 acres), and Major Nugent (700 acres) in Co. Down, 7099-7101. Concurs generally with Colonels Waring and Forde, 7102-3. Ten years ago tenant-right limited on Mr. Ward's estate to £5 per statute acre; found this discouraged tenants' improvements; has substituted, with approbation of tenants, on his and Major Nugent's estate, system of arbitration, similar to Colonel Forde's, 7104-5, 7128-9. Adjoining tenants have preference; incoming tenant to be approved of by landlord, 7106. Rent raised only in special cases, where rent very low, 7107. Rents on Lord Bangor's estate below, on Mr. Ward's about equal to, and on Major Nugent's, owing to convenience of sea-weed, considerably above Government valuation, 7108-7117. Free sale of tenant-right rack-rents incomer, and would lead to landlord raising his rent, 7109-10. No money expended by his free sale question,

7111-7118. Tenants make the improvements as a rule; landlords assist in drainage, 7112-7117. Might be useful to have independent tribunal, to appeal to, where tenant rack-rented, 7113-5. Ten per cent. over Government valuation, excluding buildings, a fair rent for farms, 7116. Ordinary class of tenants have no money to buy and do not desire to become proprietors; they are better off under tenant-right system, 7122-7. Would limit tenant-right to 10 years' purchase, 7130-6. Evils of free sale, 7136. No case of tenant forced to pay increased rent on his own improvements, 7138. Tenants' rents, if low rented, on death of tenant, on Lord Bangor's estate, raised to general valuation of estate, 7139. But not beyond fair letting value, 7140. No case of tenant-right affected by raising rent, 7141-2. On Lord Bangor's estate tenant-right has not exceeded ten years' purchase, 7143-4. Average price ten years' purchase or £10 an acre, statute, 7146. When price limited, underhand dealings likely, 7145. Present Act prevents undue raising of rents; but some more satisfactory mode of adjusting differences would be desirable, 7147-55. If law altered a new valuation necessary, 7156. Putting landlord on level with ordinary creditor would be injury to tenant, 7157-61.

Blakiston-Houston, J., Esq., D.L., Orangefield; Co. Down, Land Owner.—*Belfast*.

Landowner in Co. Down (8,000 acres), 7162-3. Concurs generally with evidence of Colonels Waring and Forde, and Hon. Mr. Maxwell, 7164-5. Ulster custom is right to sell goodwill of farm, subject to the rules of the estate, 7166. Rules on his estate are, farm may be re-valued; adjoining tenant, giving fair price, has preference; tenant on estate has preference over stranger, 7167. No limit of price, 7178-9. Rents reduced in famine times; readjusted in 1852; a few years ago four townlands raised to general level—still 12 per cent. below Government valuation—increase 9 to 11 per cent., 7180-9. Tenants agreed, 7185. System of valuation adopted, 7184. One-half per cent. of holdings, where, owing to exceptional circumstances, tenant-right does not apply, 7190-1. Hardly any leases, except on portion purchased ten years ago, 7191. Land Act has checked landlords' improvements; previously expended £10,000 and no per centage charged thereupon, except where leases, 7193-4. Tenant Right system works perfectly—satisfies tenant and secures rent, 7195-7. Recognises leasehold tenant-right, 7198.

Synnott, Mark Seton, Esq., D.L., Ballymoyer; Co. Armagh, Land Owner.—*Belfast*.

Owner of land (7,377 acres) in Co. Armagh—all arable except portion of bog, 7199-7202. Tenant-right prevails on his and adjoining estates, 7203-5. Tenant has right to sell to purchaser approved of by landlord, without limit of price, but adjoining tenant has preference, 7206-9. On large holdings price is about £20 an acre, statute, 7209-10. Rent has been raised on change of tenancy, but no substantial increase, to assert landlord's right to settle rent, 7212-4. General valuations of estate in 1844 and 1877, 7215. In the interval 100 acres out of 1,200 of bog, reclaimed by tenants on the margin of their farms, 7215. Paid nominal rent for a few years; when reclaimed valued, 7215-9. Cases of tenant-right sold at from £20 to £28 per acre; high price not due to quality of land, 7220-31. Price affected by character of landlord or agent, 7232-3. Tenant-right works well, but would prefer more reasonable prices; but to alter system would not be fair to existing tenants, 7234. Only once in four or five years is a purchaser objected to by landlord, 7235. Only one ejectment last 30 years, 7236. No case under Land Act, 7237. Twice only distrained during last six years, 7238. Right of distress and landlord's priority for rent, useful to tenant, 7239-41. Tenant-right prevails over the whole of Armagh, with

Synnott, Mark Seton, D.L.—continued.

limits on some estates. On Mr. Cope's estate, £15 per acre limit was evaded, and about 25 years ago rule was rescinded, 7242. Very few leases; only asked for as security to raise loan, 7243. Admits leasehold tenant-right, rent at end of lease being put up on the scale of adjoining yearly tenants, 7244-6. Rents not raised on buildings erected by tenant, 7247-8. Tenants make the improvements as a rule; landlords sometimes assist, 7249-50. Cases of two tenants unable to buy from Church Commissioners; begged witness to buy; bought, re-let to them, and lost by transaction, 7251-5. Tenants under good tenant-right system are better off than if they bought the fee, 7256-8. Want of uniformity in County Court decisions, 7259-60. Thinks a tribunal of practical judicious men to settle rent, tenant having right of sale as on witness's estate, and to hold on as long as he paid the rent would be a satisfactory settlement, 7261-7. Tenants have practically at present the right of permanent occupancy; never disturbed as long as they pay the rent, 7267-8. If landlord wants land, he should give compensation for it; but such cases unknown in the district, 7269.

Atkinson, Joseph, Esq.; Co. Armagh, Land Owner.—Belfast.

Landowner of 1,000 acres in County Armagh, 7270-1. Tenant-right exists on estate, viz., the right of tenant to sell at a fair and reasonable rate, with preference to adjoining tenant, 7273-83. In case of difference as to price, landlord or arbitrators settle what is fair, having regard to value of improvements and of good-will, 7278-82. Sale to highest bidder would prevent consolidation of farms, 7275-6. Value of good-will runs from £6 to £18 per acre, 7280. Leases not now asked for, 7284-7289. Admits leasehold tenant-right, 7285. Revision of rent on fall of lease, if rent under lease low, 7286-7291. No evictions and no land cases, 7287. Rent and valuation are about equal, 7290. No general advance of rents for last fifty years, 7291-3. Land Act has checked landlord's improvements, 7294. Landlord contributes to some improvements—arterial drainage, roads, houses, drains, and charges no extra rent therefor, 7295-6. No waste land, 7298. Average size of farms, fifteen acres, 7299. Landlords and tenants perfectly satisfied with present law, 7302-7. Raising the rent unreasonably is robbery, and should be prevented; but knows no case of such, 7307-8.

Beatty, Mr. Joseph, Keonan; Co. Down, Tenant Farmer.—Belfast.

Tenant on Downshire estate of twenty-nine acres, and farmer proprietor of fifty-six acres Irish, in County Down, 7309-14. Tenant-right exists universally in district, 7315. That is, the right of tenant to sell to solvent and respectable man, without limit on price, 7316-8. Usual price £20 to £25 per Irish acre, 7319. Causes raising prices are, desire to square adjoining farm, situation, improvements, character of landlord and agent, &c., 7320-5. Where landlord desires to square farm, price is left to arbitration, 7330. Case of landlord attempting to raise rents exorbitantly, and decreed to pay compensation, 7327-8. Leasehold tenant-right acknowledged on Downshire estate, 7332-3. Knows no exceptional cases where tenant-right does not apply, 7334-5. Rent may be raised to diminish the tenant-right, 7336-8. Limiting the price of tenant-right would be no use, and would be unpalatable to tenants, 7339-43. Eviction unknown, 7345. Tenants not willing to purchase their holdings, because they would lose their tenant-right, which would merge in the fee, 7347-50. Few leases, and tenants not caring for them, 7351-3. Rents too high generally; Government valuation in many cases very high, and rent is generally a little under it, 7353-7. General tendency to "nibble up" rents on fall of lease or change of tenancy; in many cases unjustly,

7358-63, 7366-70. Rent sometimes put on tenants improvements, 7364-5. All improvements done by tenants, 7371-2, 7421. Drainage costs, £12 10s., and fencing five acre fields, £6 10s. per acre, 7376-80. Annual payments of tenant, 7374-82. Griffith's valuation, not a proper basis for rent, 7383-4. On death of tenant, no breach of tenancy, but rent revised sometimes, 7386. One tenant taken, who pays to others of the family their share of the value of the tenant-right, found by valuation, 7387-91. An impartial tribunal to settle rent desirable, 7393-5. Tenants pay too much for tenant-right, but if price limited, money paid behind backs, 7396-7400. Advantages of purchaser paying money into office, 7401-6. Sale by proposals practically sale by auction, 7407-8. Subdivision getting into bad odour, 7410. Cases of perpetuity farmers subdividing, 7414-5. Thirty acres smallest holding a man can live comfortably on, 7411-2. Condition of labourers and rate of wages, 7416-7, 7419-20. Better off than very small farmers, 7418. Landlords sometimes give tiles for drainage, but deduct the value when farm sold, 7422-5.

Say, Mr. William, Kilmore; Co. Down, Farmer.—Belfast.

Tenant of six acres, farmer-proprietor of thirty acres, and landlord of twelve tenants in county Down, 7429-38. Better satisfied with being owner than being tenant, 7439. Tenant feels as safe with tenant-right under a large landowner, but not under a small proprietor, 7440-3. Custom on his landlord's, Mr. Cleland's, estate, and on his own, for landlord, on tenant leaving, to pay him arbitrated value of tenant-right, 7444-7. Usual amount paid, £10 to £20 per acre, 7448. Labourers pretty well off, 7457. Thinks a certain number of small occupiers desirable, 7458. Case of two townlands held in perpetuity for seventy years—long since out of hands of original occupiers, 7459.

Watson, Mr. Wm. J., Aughavilla; Cos. Antrim and Down, Land Agent, Belfast.

Land agent of estates in counties of Antrim and Down (5,300 acres) and Wexford, 7460-2. Land Act has not affected landlord or tenant on these estates, 7463. Tenant-right prevails; only restrictions; landlord's veto on purchase, and auction forbidden, 7466-7, 7483. Price of tenant-right £25 to £46 per acre, 7468, 7477. Case of sale of six Irish acres at £46 per acre; rent £6, but price of tenant-right not affected by increase to £9, 7469-76. Tenants build the houses which are not part of landlord's interest in farm, 7474. From six to eight acre farms most sought after, 7473. Rents generally under Government valuation, 7477. Leases dying out, 7478. Case of estate revalued in 1850, and rents lowered 17 per cent., and never since raised, 7479-82. Revaluation of rents on expiration of leases—some raised, some lowered, 7479. Few ejectments, and those as a spur to make tenant pay up, 7487-9. Tenants ejected for non-payment of rent are allowed to sell, 7489-90. Good feelings between landlord and tenant, 7491-2. Leasehold tenant-right recognised, 7493-4. Tenant only asks for lease when he wants to borrow, 7495; 7502. Case of estate revalued in 1850, and lowered 25 per cent., and never since raised, 7496. Case of estate (mountain land) reclaimed by tenants at low rents, and not revalued for thirty years, 7496-8. The new rents 17 per cent. below the Government valuation, 7499. Case of estate not revalued for forty-five years; new rent about Government valuation, 7499-7502. Leases more in favour in county Wexford than in Ulster, 7502. Leases there for thirty-one years, 7503. Endeavouring to establish tenant-right there, 7504-6. Tenant-right a great thing for the landlord; his rent is safe, and he can give tenants time; and it encourages tenant to work cheerfully and industriously, 7505. Rent in county Wexford 15 per cent. above valuation, but not higher rents than on Ulster

Watson, William J.—continued.

estates, 7508–12. Wexford rents not changed for forty years, 7512. Poor-law valuation variable, 7508–10. No ejectments in county Wexford estate, and rents well paid, 7513–4. Arterial drainage done by landlords, other improvements by tenants, 7515–7. In county Down estates landlords used to contribute timber and slates for buildings; loans given for this purpose still—repayable by instalments, without interest, 7517–20. Holdings larger than twenty years ago, because adjoining tenant generally manages to buy, 7524. Recent purchasers of small estates screw up rents fearfully, and limit tenant-right, 7526–8. High prices for tenant-right will right themselves, without interference, 7528. In case of rents raised exorbitantly on properties sold since 1870, would give tenant appeal to independent tribunal to revise rent, 7529–7534. In case of dispute about rent, would approve of Judge Longfield's scheme of compensation, substituting ten for seven years' rent, 7534–6.

Lennon, Mr. John, Benburb; county Tyrone, Tenant-farmer—Belfast.

Complains that his rent was raised whenever he made improvements, 7540. Bought a piece of land in 1873, after the purchase the rent was raised, had no notice of this when buying, 7543–50. Tenants are afraid to improve for fear of an increase, 7552–3, 7561. As a general custom rents are raised on a change of tenancy, such was not the case before the Land Act, 7558, 7602. Increases of rent diminish tenant-right, 7566. The tenants made to sign an agreement lessening the power of the Land Act, 7594–96. Part of the land raised 7s. 6d. per acre since the Land Act, 7610. Agent makes any increase he likes, 7615–19. If they do not pay to the day ejectments served, 7628–32. Petition for time to landlord, 7633. Tenants lose the franchise, by their names not being put in the receipt on death of predecessor, 7638–41.

Wilson, Nathaniel, Tenant-farmer, see Henry M'Kean, 7869.

Campbell, Mr. Bernard, Corr, Dungannon; county Tyrone, Tenant-farmer.—Belfast.

Case where rent was raised by a new agreement at end of lease to double what it was during it, 7656, 7676–77. Lease had been running for sixty years, fell out in 1874, 7659–60. Made great improvements at own cost, 7662. Resisted increase, but had to pay or go, 7671. If they left then were excluded from the benefit of sale, being at end of lease, 7673, 7702. Have liberty of sale; rent too high to find a purchaser, 7676. By a new agreement can not make fuel in the bog, 7679; but pay the same rent as if they had right of turbary, 7686. Tenants all dependent on the land, 7708. Contracted out of their tenant-right by terms of lease, 7714.

Hamilton, Mr. William John, Corr; county Tyrone, Tenant-farmer.—Belfast.

Holds under same landlord, when the rent was being raised, the landlord sent for a farmer valuator, but would not afterwards take his valuation, but fixed rent himself, 7727–29. Tenant-right destroyed by increases of rent, case in point, 7753–56.

Henry, Mr. Bernard, Tyane; counties Antrim and Derry, Tenant-farmer.—Belfast.

Holds about forty acres, 7761. Complains that they pay too high for the land, but have to pay for the peat moss as well, 7765. Is rented for his own improvements, 7769. Allowed to sell, but public sale not recognized, 7779. Rent so high, tenant-right of little value, 7780–1. Very few sales took place during last twenty years, where they did £14 was the maximum per acre, some could not sell at all, 7799, 7802. Suggests Government valutors;

thinks Land Act has not done much good, 7803–4, Case of infringing rights of tenants in turbary, 7814–18. Resolutions of land meeting in Kilrea, 7837. Is a fact that peat mosses were settled by the Crown on the people of Ulster, for their use, and was always allowed by the landlords, till the passing of the Land Act, 7842–45. Has been successfully resisted, 7848. Case of rent raising on the Mercers' estate, 7854–55. Labourers wanted, 7867.

M'Kean, Mr. Henry, Benburb, Moy; county Tyrone, Manufacturer and Tenant Farmer.—Belfast.

Law suit between Lord Powerscourt and his tenantry, followed by an arbitration, 7844. Lord Powerscourt granted free sale, when he came of age, 7877. Wanting to sell his estate, was offered twenty-five years' purchase on the rent by the tenants, would not take less than thirty-seven years, 7877–79. New valuation made, rental £2,000 of an increase, tenants refused to pay increase. 700 notices to quit served, 7881–82. Another valuation with £1,000 increase, two-thirds of the tenantry agreed to this, 7884–87. Cases of others came into court, and all former proceedings annulled, 7887–8; more notices to quit. Tenants finally agreed to pay rents which were exorbitant, and which depressed the tenant-right, 7888–90, 7898. Leases given for thirty-one years, as a final arrangement, 7892. £1,000 spent on law costs, 7896. Estate sold for £40,000 less than tenants offered for it, 7900–7906. Case in county Armagh, of landlord refusing to accept only son of deceased tenant, except on an increase of rent; a new rule on the property, 7908–9. A land claim was brought in court; Judge held the landlord in the right, and adjourned the hearing to let them settle, 7916–19. Another case where price of tenant-right was suddenly restricted, such a thing never being done before, 7922–26. Case where tenant-right was lessened by an increase put on incoming tenant, 7929–33. Rents increased before Act on Mr. Parnell's property, 20 per cent.; attempt made to make tenants pay a half-yearly gale, instead of a yearly gale, 7938–39. Landlord tried to sell to tenants, too poor to buy, 7940–43. Security of tenure, and free sale would improve the country, 7953. Extracts from memorial to Lord Powerscourt, 7976. Thinks landlord has a right to seek a rise of rent, if he thinks the land is too low; and the tenant a reduction, if he thinks it too high, 7981–3. Tenants object to landlords' valutors, gives a case, 7984. The Land Judge not the person to decide rent; ought to be a skilled man, 7993–4. Government help towards purchase-money, most advantageous, 8006–7.

Ker, Andrew Murray, Esq., Newbliss; county Monaghan, Landed Proprietor and Land Agent.—Belfast.

Was agent to Lord Dartrey for twenty-seven years, 8014. And is still agent to Colonel Clements, in county Cavan, 8083–4. Tenant-right exists, but is restricted to £10 per acre; landlord has choice of tenant, 8018, 8020. Where tenant made good improvements a higher price was permitted, 8022. Case in point, 8025. On his own estate no limit to price, but as is universal in Monaghan, a tenant on the property gets the preference, 8028–9, 8062–4. Limit often exceeded by private arrangement, 8030, 8066–7. On Lord Dartrey's estate tenant-right was allowed, as if there had been no lease, 8036–7. Renewal of lease seldom asked for; were more anxious for leases before Land Act; case on his own property, 8038–43. Lord Dartrey allowed for buildings up to the passing of Land Act; not since; Land Act has done harm in Monaghan, as it has not made the tenant improve, and has kept back the landlords, 8045–46, 8048. Legalizing tenant-right has been an improvement to the tenant, but has separated landlord and tenant, 8049–52. Less raising of rents than there used to

Ker, Andrew Murray—continued.

be, 8056-8. Raising the rent on a change of tenancy; depreciates the tenant-right, 8073-4, 8170. Ridiculous prices sometimes given for tenant-right, 8079. His experience is, that it is no use restricting the price of tenant-right, as money will be given behind backs, 8096. Would be possible by unduly raising rent to make tenant-right of no value, 8102. Ulster tenant-right works well, 8113, 8169. No necessity for a tribunal to settle rents, 8114-17. County Court Judges not satisfactory, 8123, 8125. An honest and competent tribunal, 8126. Would not advance money to aid tenant in buying, 8128. If he had the money, and the landlord was willing, would let him buy, 8129-30. Against compulsory sales, and advances of public money, 8131-2. Tenant borrowing to purchase has not worked well; a case, 8133-37. Tenants make few improvements, 8124. Had 6 or 7 cases under Land Act on Lord Dartrey's estate, 8159. Landlords should have powers beyond other creditors, 8163-5. Bad case in Monaghan of landlord raising rents; was fired at, 8175-6. Griffith's valuation not to be depended on, 8185-6.

Fitzgerald, Mr. William M., Clonavilla, Clones; county Monaghan, Tenant Farmer.—Belfast.

Griffith's valuation not a fair test for the letting value of all kinds of lands, 8258. Advantages of situation, and proximity to markets, not sufficiently considered, 8260. Against public auctions, 8263. At expiration of lease allowed tenant-right, 8264. On one estate, tenants on taking lease must sign away tenant-right, 8265, 8267. Case of turning land into townparks, and raising rent, 8272. Lease not asked for; unfair to limit tenant-right, 8277-8. It checks improvements, 8285. Landlord should have right of selecting tenant, 8286. This usually fairly exercised, 8287. Since 1870 landlords have ceased improving, 8288. Would extend Ulster custom to all Ireland, 8293-95. Landlord an absentee, 8307. Case of buying under Church Act, 8309. No tenant-right on Church property; rent too high, and bad land, 8314. Tenants who have bought their holdings; no better off than when under landlord, if not worse, 8316-19.

Mulholland, Mr. Arthur, Pomeroy; county Tyrone, Tenant Farmer.—Belfast.

Held under lease; at expiration rent greatly increased, 8329-32. Asked to sign agreement (produced), but refused, 8335. Afterwards signed a modified one, 8336. Last clause not objectionable; brought it before the chairman of the county; has never been presented to tenants since, 8337-40, 8357. Government valuation not a fair criterion, 8342. On dropping of lease, tenant-right lost; sale allowed, if tenant pays an increased rent, 8345. On change of tenancy rent always raised, 8346-48. Tenants going down, through rents always creeping up, 8349, 8352. Paid rent in name of old tenant, and by-and-bye became tenant, without any agreement, the object of which was to defeat tenant-right, 8358-60. Landlord liable if money is given with his consent, 8361.

Gault, Mr. William, Ballyclare; county Antrim, Tenant Farmer.—Belfast.

Chairman, Ballyclare Tenants' Association, 8364. Family had farm for 100 years, at end of every twenty-one years' lease, rent raised, estate sold twenty years ago, purchaser raised rent 5s. to 10s. per acre, and three years' rent as fine for a forty-one years' lease, either pay or leave; tenant made all improvements, 8573. The word "customs" in Act of 1870 injurious to him, 8581-86. Rents increased and tenant-right injured thereby, 8388-92. No improvements made from feelings of insecurity, 8393-4, 8407. A tribunal to determine rents, 8395. Pay high rents not to be disturbed, 8398. Tenants do all improvements, case of wholesale eviction by

landlord before Act of 1870. Tenants put back as caretakers, 8399.

Laird, Mr. Joseph, Ballyclare; county Antrim, Tenant Farmer.—Belfast.

Wants free sale; case of landlord refusing sale, 8411. Came to Land Court, landlord paid compensation, 8414-15, and got a new tenant, 8415-16. Selection of purchaser has been the practice since Land Act, 8417. Rent increased on change of tenancy, landlord puts value on farm, and tenant must pay, always on his own improvements, 8420-21. Tenants will not be satisfied until improvements are made their own by law, 8422. Landlord no right to restrict sale, 8424.

Wilson, Mr. Hugh, Drumaboe, Larne; county Antrim, Tenant Farmer.—Belfast.

Objects to rent raising, and office rules, 8427, 8451-2. Landlord got valuator, and did not stand by his valuation, 8431. Case of a neighbour, a yearly tenant, whose rent was doubled, 8433-35. When the tenant-right was sold, the increase of rent lessened it by £500, 8437-39, 8446. Three F's would satisfy everybody, 8448-50.

Murtry, Mr. William, Eglinton-place, Belfast; county Antrim, Mechanic.—Belfast.

Was a farmer for forty years, 8456. Got farm with his wife, name not in rent-book, paid his father-in-law; when lease fell in the agent reserved seven out of fifteen acres to make townparks, and then raised it £12 over the original rent, 8459, 8473-4. Got leave to sell out to a neighbour, who knowing he would get it if sold, would not give sufficient tenant-right, so held on; finally sold, but had to refund £20, in consequence of rise of rent after sale, 8460-62. Against usage of estate, 8465-6. Unfair to include roads and water in measurement of land, could not cut his own trees, 8467-8. Case of rent rising twice, and a third time, tried in twenty years, 8478. Case of raising rents for improvements, 8480. Voting as he chose the cause of his harsh treatment, 8512.

Wallace, Mr. John, Alta Hammond, Carrickfergus; County Antrim, Tenant Farmer.—Belfast.

Estate sold in 1869, to six different people, 8519-20. Were then served with notice to quit, and rent raised on all divisions except one, the tenants on which were this year given perpetuity leases at low rents, without fine, 8523. Case of rent raising after Land Act; came to Court, 8529. Compensation given, old tenant put out, incoming tenant paid it, rent being raised as well, 8530-32. Case of restricting tenant-right by Mr. Biggar, M.P., through which tenant is left destitute, 8537-40. Rental increased £1,000 on estate of 4,000 acres in ten years, 8541-44. Rent increased through tenant's improvements, 8547-8. Should not restrict tenant-right, 8551. A new landlord ought not to have power of increasing rent on tenant's improvements, 8556-8. Land Act as it stands no use to them, does not give security, 8563-5. Chairman not being acquainted with farming, should have skilful help, 8566. Get more under Ulster Custom than under compensation clauses of Act, 8568-9. Perpetuity tenants independent 8572-3. Taking duration of improvements into account in the Act of Parliament, an unfair principle, 8577-8. Acts of Parliament annulled by office rules, 8584.

McGrogan, Mr. Manus, Castledawson; county Derry, Tenant Farmer.—Belfast.

Holds under a middleman, 8587. Rent much too high, 8596. Twenty years ago raised from 18s. to 25s., at time of Income Tax Bill to 32s. 6d., 8602-5. One tenant resisted owing two years rent, was put out, rent had to be lowered to get another tenant, 8609. Tenant-right of no value, rent too high, 8613. Government should pass a bill preventing unfair rent, 8619.

Stewart, Mr. Samuel, Ballydoran ; County Down, Tenant Farmer.—*Belfast*.

Held under lease, which expired in 1846, rent at once raised £10, although £300 were spent in improvements, 8631-2, 8642. This was paid till bad times came, could not then pay, was evicted, 8634. Did not know of compensation for improvements in case of non-payment of rent, so got nothing, 8643, 8645.

McNair, Mr. James, Ballinure, Carrickfergus ; County Antrim, Tenant Farmer.—*Belfast*.

Rent raised in consequence of improvements, 8655-6. New office rules served on tenants last year, 8658. Cannot build without consulting landlord, 8663. No feeling of security that rent will not be raised at landlord's will, 8665-67.

Alexander, Mr. Joseph, Imlick ; County Donegal, Tenant Farmer ; Member of Donegal Tenant Farmers' Association.—*Londonderry*.

Land Act no protection against increase of rent for improvements, 8689. No fixed time for settling rent, 8691. Case of increase of rent on tenant's improvements on his father's farm, 8692. £24 rent, 8694. Rent raised to £32 11s., 8695. Offer to reclaim all reclaimable land if lease at higher rent of thirty years granted, but lease refused, 8696. In twenty-one years reclaimed seventy-four acres, rent then raised to £62 8s., 8701. Expenditure of witness in improvements, 8702 ; 8883-4. Leases with clauses barring compensation more frequent since Land Act, 8709. Case of rent raised under notice to quit, 8711. Small proprietors since Land Act look more sharply after their interests, 8715. Large proprietors do not generally revalue or change rents for twenty-one years, 8715. Tenants admit landlord's right to raise rent when farmers' produce realizes more profit, 8717. Rents should be readjusted at intervals not less than twenty-one years, 8721 ; 8746-7. After rents first settled by arbitration future readjustments should be according to tables of prices and wages, but not according to appearance of land, 8723. On an average of seven years previous, 8736. Rent raised on witness's improvements, 8729. Landlords in his district make no improvements, 8739. Improving tenants, 8740. And rents of all raised, 8743. At the periodical valuation of the estate, 8745. Mode of valuation, 8748. After Board of Works advances paid off, new valuation. Rent thereby raised beyond instalments on advances, 8754. Rent raised on these improvements though instalments fully paid off by tenants, 8758. Dissatisfaction at present relations of landlord and tenant, and working of Land Act, 8766. For last three years improvements have been checked, 8768. Landlords can raise rent to any amount, 8772. Tenants prefer to submit to increase of rent rather than go into Land Courts, 8774. Case of Mrs. Algeo, compensation arbitrarily cut down from £400 to £150, 8775. Dislike to Land Courts owing to expense and uncertainty, 8778. Value of tenant-right fifteen to thirty years purchase ; very few sales lately, 8779. Small or medium sized farm sells best, 8780. Say thirty to eighty acre farm, 8782. Many reclamations from 1845 consequent upon favourable Report of Devon Commission on compensation for improvements, 8784. Reclamation principally cut away turf bog and heath, 8785. Reclaimable land in Donegal and Tyrone equal to arable land, 8786. On Duke of Abercorn's Donegal estate 40 per cent. of his property reclaimed by tenants, 8787. And rents increased in proportion, 8789. Service of twenty-five notices to quit by Duke of Abercorn in village of St. Johnstown, 8790. Villagers had built substantial houses worth £100 to £200 each, 8792. With sanction and approval of the office, 8793. If rent was fixed as witness proposes, plenty of money would be expended, 8794. And Ireland would become valu-

able to the empire, 8795. Purchase by tenants from Church Commissioners has been successful, 8802. Tenant purchasers satisfied, 8803. Eighty cases of farmer proprietors (old and recent), the most prosperous occupiers in Donegal, 8803. A few poor proprietors mortgaged too largely as provision for other members of their family, 8816. No subdivision, 8817. Against subdivision below fifty acres, 8820. Difficult to prevent subletting in certain cases, 8820. As by putting it in hands of trustees to manage, 8823. Against clauses interfering with alienation and assignment, 8825. But not against clauses preventing subletting, 8829. Smallest holding to support a family, twenty acres, Irish, 8832. Subdividing and subletting should be permitted with consent of a Court, 8835. But should not be prohibited by Act of Parliament, 8836. Expense and delay in purchases under Bright's clauses, 8839. Case of high costs—sale of Lord Wicklow's estate in county Donegal, 8841. Small charges in sales by Church Commissioners, 8843. Raising of rent by small proprietors, 8848. Respective value of landlords' and tenants' interests ; witness's own case, 8849. Sale of tenant-right on Duke of Abercorn's estate generally subject to rise of rent, 8853. Sale is by proposals. Landlord choosing incoming tenant, 8854. No maximum price fixed, 8856. A fixed price contrary to Ulster custom, 8857. Many tenants would be able to pay three-fourths of purchase-money, 8858. Would like to do it, 8860. Prefers the "three F's" which could be universally adopted, but peasant proprietary could only be partially adopted, 8860. Improvements made by witness, 8863. Buildings, 8865, 8869 ; 8878. Labourers' dwellings, 8867.

Hanna, Mr. W. J., Whitehouse, Carrigans ; County Donegal, Tenant Farmer.—*Londonderry*.

Suggests arbitration to decide respective interests of landlord and tenant, 8890. Rents should be subject to arbitration, 8893. Government umpires would be suspected of being under landlord influence, 8896 ; 8909. Might be selected out of a staff appointed by a Government department, 8897. Umpire should be a skilled man in the qualities of soil and values—practical as well as scientific, 8902. Compensation under Land Act is insufficient in case of industrious tenant, 8908. Not one half what he ought to get under the Ulster custom, 8909. Judge hears only extreme cases on both sides, and splits the difference, 8909. Tenants' claim may be reduced by increased rent, enforced by notice to quit, 8912. Feeling of tenants they will lose value of improvements and of their tenant-right by rise of rent, 8913. Tenants who do not keep accounts cannot satisfy strict proof required by Courts of value of their improvements, 8914. Landlord keeps accounts, and is prepared with proper evidence, 8915. Case of increase of rent on tenant's improvements, 8917. Improvements on witness's farm, 8917. Case of improvement of labourers' cottages, 8917. Cost of improvements, 8918 ; 8922. Landlord unable by settlement to grant more than thirty-five years' lease, 8922. Cost of improvements, reclamation of rocky and whinny land, 8922. No landlord's improvements in his district, 8923. Refused lease with restrictive covenants, 8924. Except one to keep in repair, 8929. Landlord can raise rent so as to swallow tenants' improvements, 8929. Uncertainty as to rent retards prosperity of country, 8930. Security would lead to plenty of employment of labour, 8930 ; 8934. No want of capital, 8931. A satisfactory tenant-right better than scheme of peasant proprietary. It would secure rent, and advance the resources of the country, 8933. Case of rise of rent on death of tenant on Abercorn estate, 8935 ; 8939. Rents should rise if net prices of produce increase, 8940. Periodical revisions of rent, at intervals of twenty-one years, 8947. Farmer proprietors, 8949.

Gamble, Mr. John, Londonderry, Tenant Farmer, county Donegal, and Seed Merchant.—Londonderry.

Village of Carndonagh, 8957. 153 houses built by the tenants, with the landlord's consent and encouragement, without leases, 8961. Valuation of land and houses. Free sale allowed of tenant-right in houses, 8962; 9001. Tenant-right value of these houses, £19,505, 8963. Tenants in terror lest ownership should change hands, 8963; 9002. Leases lately offered of a hundred years, but with clauses increasing the rent and to give up improvements at end of term, 8965. Tenants have a tenant-right left unprotected by Land Act, 8968. Want of security checks building of decent homes, 8971. One hundred years' lease insufficient in villages, 8972. All the farmers of the townland live in villages, 8975. Village of Cross built by tenants with leases, 8977. Case of a house cost £1,800; rent raised from £2 15s. to £13 10s. at time of sale, 8978. No bid at that rent, 8979. No more building since, 8979. Would extend Land Act to business men in villages who have improved, 8982. Cases of arbitrary raising of rent, 8986. On tenant's improvements, 8988; 8993; 8997. Tenants make all the improvements, 8994. Colonel Lyle's estate, 8995. Tenant-right destroyed by raising of rent, 8996. Excessive rents, 8997.

Lapsley, Mr. James, St. Johnstown; county Donegal, Tenant Farmer.—Londonderry.

Village of St. Johnstown, 9003. Twenty houses built without leases, on faith of Ulster custom, 9006; 9013. Now under notice to quit, otherwise rent would be doubled, 9013. Some hold land, others are tradesmen and shopkeepers, 9023. Case of eviction on disagreement as to value of tenant-right of portion of land resumed by landlord, 9034.

Osborne, Mr. Samuel, Springtown, Co. Londonderry; Tenant Farmer.—Londonderry.

Irish Society's estate, 9038. Case of tenant of Irish Society, refused sixty-one years lease, having expended £6,000 on improvements, 9039. Offered fourteen years lease at increased rent, and excluding tenant-right, 9039. Case of tenant of Irish Society served with notice to quit, for attempting to drain forty acres of his holding which Society had undertaken but failed to drain, 9041. Rent raised and leases offered. Draft lease excluding tenant-right. Further rise, 9045. Illustration of valuers' differences, 9047. Reluctance of tenants to go into Land Courts owing to expense and uncertainty, 9049. Increase of rent, due to tenant's improvements, 9053. Irish Society are trenching on Ulster Custom, 9055. Resolution of the tenants protesting against the action of the Society in forcing on tenants leases with unusual clauses and undue interference on sale of holdings, 9060. Notice interfering with sale of tenant-right, 9062. Origin of the Ulster Custom, 9065. Violation by Irish Society of articles of the plantation of Ulster, 9066. Society at one time built farm steadings, 9070. Rents raised on tenants' improvements by Irish Society, 9071. Tenants would purchase their holdings and most could pay one-fourth or one-third, 9075. Uncertainty as to rents hinders improvements, 9076.

Steel, Mr. John, The Park, Co. Londonderry; Tenant Farmer.—Londonderry.

Notice interfering with sale by tenants, 9079. Improvements by tenants, 9089. Tenant-right gives the landlord security for his rent, 9091.

M'Glinchy, Mr. James, Kindrayhead, County Donegal; Tenant Farmer.—Londonderry.

Estimate of Mr. James Steel Nicholson, 9093. Estate of Mr. William Young, 9096. Case of increase of rent on tenant's improvements, 9097; 9109. Tenant-right denied but established by Land Court, 9106. Tenant-right can be extinguished

by raising rent, 9107. Mr. Nicholson's tenants have no grievancies, 9111. Case of estate where tenant-right is restricted to five years purchase (Mr. Young's), 9128; 9115. And where rent is raised on every sale of tenants' interests, 9116 (9129). Objection to restricting value of tenant-right—Tenant gets no compensation for his improvements, 9116. It checks improvements, it puts the improving and industrious on the same level as the unimproving and idle, 9117. Large extent of waste land in Ennishowen capable of reclamation (turf bog and mountain), 9118; 9121. Tenants would reclaim if they had security, 9119; 9122. Landlords have permitted subdivision to too great an extent. Consequent poverty, 9120. Tenants on mountain farms suffer most from increase of rent, 9122. Holding in common of waste land has disappeared, 9123. Tenant cannot live comfortably on less than twenty or twenty-five acres. Few farmers in Ennishowen have so much, 9125. Have no other industry, 9126. Mr. Young's estate. High rent as compared with valuation, 9127. Case of increase of rent on tenant's improvements, 9130. Evicted tenant getting only part of incoming tenant's payment, 9134; 9139. Before Land Act, 9135. No case since Land Act, 9138. On this estate custom within living memory to allow free sale, 9140. The restriction detracts from the value of tenant-right, 9144. Second case of increase of rent and denial of sale on Mr. Young's estate, 9148. Cases on Mr. Thompson's estate of rent-raising on tenants' improvements, 9151. Sales by auction formerly allowed, but now forbidden. Sale by proposals. Agent raises rent on sale, 9156. No limit to prices 9158. Fifty-five years of purchase given for tenant-right. High prices of tenant-right due to excessive competition through want of other industries, 9161.

Doherty, Mr. William, Buncrana, county Donegal, Auctioneer.—Londonderry.

Auctioneer's sales of tenant-right in barony of Donegal, county Donegal. Average prices from 1874 to 1880 of tenant-right. Fall in value of tenant-right partly due to Land Act, 9164. Fifteen years purchase for largest farm sold. In barony of Innishowen principal landlords absentees or buyers of land on speculation, 9167. Rents of these are very high—£2 an acre for inferior land, 9168. Table of sales from 1873 to 1880, 9170.

M'Causland, Connolly Thomas, Esq., Drenagh, Limavady, county Derry, Landowner.—Londonderry.

Estate 11,000 acres, 9183. On one estate a limited usage, 9185. In existence forty years, 9188; 9193. Limited custom is three years' rent for good-will, £4 an acre for manure land, £1 an acre for seeds and compensation for drains and permanent improvements, 9189. Money is paid into the office, 9190. Found by Land Court in amicable suit to be the custom of estate, 9194. Custom very satisfactory to tenants, 9196. Tenants of the estate have first right to buy, 9197. Incoming tenants get farms cheap, 9197; 9328. Only ill-to-do tenants leave, 9200. Shopkeepers refused credit, 9201; 9331. In twenty years spent £14,000 on buildings and reclamations, 9203. Tenants very well-to-do, 9208. Average holding forty acres, runs down to five in mountainous parts, where they are comfortable, 9210. On the three mountain townlands, five years are allowed for good will, 9211. Restriction no check on improvements, 9216. Landlord makes all the improvements, 9217. Tenants and landlord perfectly satisfied with Land Act, 9222. Under this usage, tenant outgoing gets money at once—has not to wait for a purchaser in bad times, 9226. Witness, when through deaths of tenants, farms fall into his hands, makes improvements and lets at improved value, 9227. Estates five miles from Limavady, 9230. Rents one-fourth

McCausland, Connolly Thomas.—continued.

over Government valuation, 9232. In valuing buildings, landlord and tenant appoint a valuer (a builder), 9237; 9265. No cases of drainage or reclamation of waste lands, 9239. On Lord Waterford's estate tenants reclaimed much on long leases, 9241. Tenants don't reclaim on witness's estate, 9242. Mountain tenants make less improvements, 9245. Not so well off, 9246. Reductions last year on mountain tenancies and heavy clay lands, 9249. Made some improvements on principal mountain townland and rents raised to Government valuation, 9250. Estate in county Roscommon, 9252. No landlord's improvements, 9254. Some large farms, 9255. Few leases, 9256. £3,000 a year rental, 9257. Rent reduced last year to Government valuation, 9230. Government valuation very low in Roscommon, 9262. Landlord appointing the valuator, 9265. Case of tenant purchasing at high rate the tenant-right of out-going tenant, and who was in arrear and the land in wretched state, 9269. Purchasers on Waterford estate are holding their own, 9271-2. Rents never raised by witness under twenty years, 9275. On Lord Waterford's and Fishmongers' estate leases general, 9276. On Lord Waterford's there had been no change of rent for forty years, 9278. On estates of good resident landlords no periodical valuations of rent, they let it go on haphazard, 9281. Objections to Ulster custom: it leaves nothing for the landlord to do, 9283. A bad thing for tenants as they have to borrow money. Average price of tenant-right twenty years' purchase, sometimes fifty, 9286. The Ulster custom would prevent landlord draining or improving, 9288. A tenant in Roscommon getting tenant-right would be able to sell what is the landlord's, 9290. Under Ulster custom landlord has no interest in his property, 9292. Thinks it unfair to extend Ulster custom to a county where they never had it, 9299. The labourers are under the farmers, 9309. Who generally charge them for lodging, 9310. Pretty comfortable as a rule, 9313. Perpetuity tenants have not flourished, 9314; 9321. Have subdivided too far, 9317. Some of them very small holdings, 9322. Through subdivision, 9323. Subdivision below a certain average should be prevented, 9324. Say 100 acres, 9327. Under witness's system money could not pass *sub rosa*, 9333. In regulating rent, 9337. Should be a public valuator or arbitrator or Court Court Judge, 9339. A regular public officer in the county, 9342.

—— Co. Donegal, Tenant Farmer.—*Londonderry.*

Case of tenant of Duke of Abercorn compelled to take seven and a half years' purchase for one farm and ten years for another, 9347. This would not pay for buildings erected, 9353. Compelled to leave farm of one hundred and three acres, worth between £2,000 and £3,000, and accept one of fifty at a distance without compensation, 9355-8. Rent of latter raised when witness entered it, 9362. Erected threshing mill, and churning machine, which was retained by his successor (Duke of Abercorn's agriculturist), 9366. Received value of them at law, 9367. Fined £1 for letting his dog out in the fields annoying the pheasants, 9369. Charged 10s. for cutting a fence, 9370. Rise of rent on fall of leases, 9375. Tenant since Land Act offered £1,700; compelled to accept lowest offer, £900, 9376. Favoured tenant was tenant of estate, others were not, 9379. Tenants make all improvements, 9382. Board of Works charges are paid by tenants, 9385.

Cunningham, Mr. John, Milfield, Bunrana, Co. Donegal, Corn Merchant, Land Agent, and Tenant Farmer.—Londonderry.

Greater security against increase of rent and interference by landlord required, 9395. Farmers

slow to go into Land Court, 9396. District about Newtowncunningham originally nearly all moorland; tenants reclaimed, 9400. And made all improvements, 9402. Improvements: drains, enlarging fields, building better farms and houses, 9403. Case of tenant—rent doubled, confiscating tenant's interest, 9404. Rent of other tenants on estate raised, but not in same proportion, 9408. Sale in 1875 by Lord Wicklow to tenants for £50,000 under Bright clauses, 9412. High costs of tenants' solicitor, 9417. Estate sold in lots (33 or 34), 9421. High costs of tenants' solicitor under Bright clauses, 9422. Low costs in sales by Church Commissioners, 9423. High costs under Bright clauses, 9424. Sold high, 9425. Board of Works could safely have advanced more money; restrictions on alienation very hard, 9426. Restriction against subdivision not required, 9428. Tenants not inclined to cut up too small, 9428. Loans required in most cases, 9431. Yearly payments now greater than rent, 9432. Fixity of tenure, with free sale, at fair rent, sufficient and more practicable, 9433. Government might safely advance more, 9434. Farms of former purchasers improved since people better off, and feeling of contentment and security, 9436. Objection to notices to quit in case of disputes about rent, 9438. Increase of rent the chief hardship; value of tenant-right, 9440. No change in value since Land Act, 9442. Custom of Mr. Stephens' estate (county Donegal); free sale, but preference to tenant on estate if he gives as much as another, 9444. Rent thirteen to fourteen per cent. over valuation, 9446. Carriage of corn less from Baltimore to Derry than from Lagan Valley (Donegal) to Derry, 9447; 9452. Tenant-right promotes good farming and industry of tenants, 9450.

Scott, Major William Edward, Willsboro', Co. Derry, Landowner.—Londonderry.

Extent of his two estates, 9456. Usage of one—unlimited price, with veto on purchaser, with right of pre-emption to landlord, and with preference of tenant on the estate, paying as much as another, 9457-9. Since Land Act restrictions have been abandoned, except on sheriffs' sales, 9462. Difficulty in case of tenant's intestacy in selecting successor; case of ruinous litigation in Court of Chancery, 9463. Only alteration in rents since 1837—reduction; landlord reclaimed from deep bog, 9464. Let originally at £2 an acre, 9465. Landlord gave timber, slates, and lime for tenants' houses, 9468. Tenants pay interest on Board of Works' loans, 9269. Usage of second estate—five years' rent, 9472. Former owner had fixed this limit in 1846-7, as he made great improvements, and tenant-right was not then worth more than two or three years' rent, 9473. No payments underhand, for payments made by landlord, and the farm generally divided among adjoining tenants, 9476-7. Rent is thirty-two per cent. over Government valuation, 9481. Value of tenant-right has risen since 1848 from three to fifteen years' purchase per Cunningham acre, 9482. Not one-third of Grocers' estate lately sold bought by tenants, 9486. Rise of rent on change of tenancy by landlord purchasers of parts of Grocers' estate, 9487. No limit to price of tenant right on Grocers' estate, 9489. Parts of it very much improved, 9491. Against restrictions of prices, but landlord should have control over management of estate, 9492-3. Difficulties in case of estate improvements, 9493. Increases of rent on Company's estate moderate, settled by valuator, and at long intervals, 9498. Somerset estate revalued in 1856-7, 9499. General rule to revalue at end of a fixed period, generally twenty-one years, but not on change of tenancy or fall of lease, 9501. Understanding with predecessor of witness that rent should not be altered for twenty-one years or in case tenant built, thirty-one years. Improvements not valued, unless tenant repaid—as

Scott, Major William Edward—continued.

in case of drains, 9504. New buildings exempted unless built by landlord, 9505.

Lane, Benjamin H., Esq., Limavady, Co. Derry, Solicitor, Land Agent and Tenant Farmer.—Londonderry.

Mercers' Company; extent, rental, and valuation of estate and number of tenants. Nearly 700 out of 1,200 at under £10 a year rent, 9511. Rental in 1831 under middleman £9,205. Reduced to £9,000, until 1853, when revalued and settled at £10,118, from 1855; custom of valuation, 9513. Two valuers separately. Company striking an average between the two valuations, 9515. Buildings not valued for rent, 9516. Period of revaluation, twenty-one years. Fresh valuation in 1875, 9516. Amount of rents received, expenditure in improvements and costs of management, 9517. Suggested amendment of law in case of disputes about rent. Instance of difficulties under present law, 9518. Tenant should simply be noticed in case of dispute to show cause before County Court Judge why sum demanded should not be the rent, 9520. Tenant to hold at rent held reasonable or sell his tenant-right, 9524. Only limit to custom is where small holding is desired by adjoining tenant, there arbitrator is appointed, 9527. Salters' Company—Rental, extent, and valuation, 9528. Got possession in 1853, when lease of Sir Thomas Bateson expired. Rent raised 10 per cent., with further rise in 1878 of 10 per cent., not insisted on, 9529. Tenant-right by private sale, 9531. Price unlimited with preference to tenants on estate, 9532-3. Expenditure on improvements, public and charitable institutions. Skinners' Company—Rental, valuation, extent. Tenant-right by private sale, price unlimited, up to thirty years' purchase, 9534-5. Got possession in 1872 from lessee, Mr. Ogilby, 9536. Rent not altered for forty years. Increase of 2s. 6d. in the pound on agricultural rents, and 3s. on town rents. Expenditure on improvements, public and charitable appointments, and costs of management. No dispute with tenants on change of rent, 9537. Fishmongers' Company—Rental, valuation, improvements, 9538. Leases general. Leases since Land Act saving tenant-right at end of lease, 9539. Rents fair, 9540. Rate of tenant-right twenty-five years' rent on average, in some cases forty, 9541. Case of Mr. Steele. Custom to give notice of intention to sell, 9544. Rule, where rent of tenant from year to year has not been raised for twenty-one years, to revise rent on change of tenancy, 9546. Object of notice to warn purchaser, 9548. Case of Mr. S. Osborne, 9549. His rent had not been raised for a very long period, 9551. Much land let for leases of a life—on dropping of life in 1874-5, tenants offered thirty-one years' leases, 9552. With covenant reserving tenant-right, 9553. Unlimited in amount. £40,000 to make Derry-bridge toll free, 9554. No advantage to tenants to purchase fee; they could not buy (except on Fishmongers', where a great many could buy) without incumbering themselves very heavily, 9557-8. Acted as solicitor for tenant purchasers on Marquis of Waterford's estate in 1871, and for other purchasers in and out of Court since, 9562. Requirements as to surveys in Landed Estates Court are unnecessary. Sale should be subject to existing rights of way and easements, and in case of sale of individual farms no inquiry as to easements of each separate holding, 9563. These inquiries as to easements cause delay and expense, 9564. Re-survey required, where conveyance of separate holding, part of a lot, 9565. Tenant purchasers who had money doing well. Some few have improved their dwelling-houses, 9566. Many pay more yearly to Government and money-lenders than formerly in rent, 9567. A few have resold, 9568. Some are large, most small farms, 9569. No objection to advancing more than two-thirds, if there is security, which depends on rate of purchase,

9572-3. Perpetuity tenants at Limavady on Manors which belonged to the Right Hon. William and Thomas Connolly (part of Vintners' Company estate). Badly farmed, holdings small, occupiers poor, 9575. Great subdivision, 9576. Forty-six tenants in 1833 on renewal of lease granted to five lessees, 9577. No emigration then, 9579. They did not underlet, 9585. Subdivision should and may be guarded against, 9586. In normal condition of things an unrestricted price is objectionable, 9589. Tenants as anxious to go on the restricted properties as on others, 9591. Landlord should have a veto on incoming tenants, 9593. 18th section useful check on unreasonable tenant, 9594. Rents should only be raised periodically, 9595. Rents on Mercers' Company's estate are reasonable, 9597. Tenants are very industrious and thrifty, 9598.

Hanna, Mr. James Steele, Campsey, Carrowkeel, Co. Derry, Tenant Farmer.—Londonderry.

Tenant-right on Grocers' Company's estate, 9606. Case of notice since Land Act by Mr. H. Kyle, landlord of estate (formerly part of Goldsmith's estate) to raise rent in case of sale from £57 to £64, 9615. Up to 1858 rent £37 14s. 9d., 9616. Seller had purchased another farm and had to sell. Compromised by paying landlord £80 as price of old rent being continued, 9617. Sold for £850, offered £200 more before notice served, 9618. Tenant-right property, 9622. First sale for many years, 9623. Seller had expended £500 on buildings, 9625.

Flanagan, Mr. John; Taylor, Mr. John, Castlefinn, Co. Donegal, Tenant Farmers.—Londonderry.

Members of Castlefinn Tenants' Defence Association, 9630. Mr. Flanagan is tenant of the Rev. Robert Delap, 9635. Excessive increase of rent in 1876 on witness's farm, 9639. On tenant's improvements (all made by tenant without assistance from landlord), 9642-3. At time of general assessment on the valuation, 9645. Tenants noticed to quit on refusal to pay increased rent (and decrees of ejectment got) and sign agreement to pay whole county cess, 9648. Agreed to sign and pay increased rent sooner than leave and claim compensation, 9650. Land Act gave some help, but failed to give security to tenant or to prevent landlord raising rent to any height he pleases, 9654. Should be fixity of tenure at a fair rent, determined by a fair valuation, 9657. Griffith's valuation, excluding tenants' buildings, would be fair, 9658. Wages increased from time of Griffith's valuation from 6d. a day to 1s. 6d. and 2s. a day, 9661. General wages from £18 to £20 a year, and board in farmer's house, 9666. With a cottage, labourer gets 8s. a week and a rood of potatoes ready to dig—seed and manure supplied by farmer, 9667-8. Wages four times what they were in 1846, 9669. And twice what they were in 1856, 9672. The farmers build and keep in repair their labourers' houses, 9675. List of rent-raising in 1876 on Shanvally estate of Rev. Robert Delap, showing name of tenant, tenement valuation, and former and present rent, 9675. Rents are exorbitant; tenants not able to pay them, 9679. Tenants compelled to sign a document, 9680. Not permitting assignment or subletting without consent, 9681. And entitling landlord to enter, and make roads, drains, and water-courses, 9685. Declaring that document is not to interfere with tenant's claim to such tenant-right as his holding may be subject to, except so far as such tenant-right is inconsistent with the estate rules or agreements in the deed, 9688. No limit to price of tenant-right, 9690. Sale by proposal, 9691. Landlord has veto on purchaser, 9692. Grievances: (1) exorbitant rent; (2) rent charged on land occupied by railways, rivers, and roads; (3) paying entire county cess; (4) asking tenants to sign deeds depriving them of tenant-right; (5) sale

Flanagan, John ; Taylor, John—continued.

must be by proposals, 9693. Return of rent-raising on estate of Ebenezer Bustard, Esquire (9740), before Land Act, 9694 ; 9742. On estate of Joseph Johnston, Esquire, 9700-3, and estate of Sir Frederick Heygate, 9694 ; 9713. Case of Mr. Joseph Johnston resuming possession of portion of tenant's farm, and selling it back to tenant on increased, rent 9694 ; 9705-6. Office rules on Sir Frederick Heygate's estate ; tenants must ask leave to sell by proposals ; rent increased on change of occupancy by sale or death, 9694 ; 9731-4. Case on Ebenezer Bustard's estate, on tenant's death ; next-of-kin evicted without compensation ; landlord raised rent, and sold tenant-right to a stranger for his own profit, 9735-7 ; 9694. Cases on Sir Frederick Heygate's estate of tenants paying rent for bog on their holdings, yet landlord receives bog rent ; tenants afraid to reclaim bog, as rent is always raised on improvements, 9738-9. Tenants made sign agreement to pay whole county cess, 9739. Return of rent-raising on Lord Lifford's estate ; on Lord Lifford's estate no improvements made by landlord ; tenants drain, reclaim, build dwelling-houses and offices, and make farm roads ; quantity reclaimed by tenants trebled in sixty years ; twenty-eight of his tenants received assistance from relief committee, 9725. Mr. William Young's estate ; case of exorbitant rent on tenant's own improvements, 9725. His neighbours as badly treated ; return of rent-raising on Lady Thomas Knox's estate, 9729. On Mr. William M'Grorty's estate, 9707-8. One tenant's rent lowered, after litigation, for portion taken by railway, 9709. Rents raised on Mr. M'Grorty's estate, on account of Government improvements made on land, and paid for by tenants, 9714. On this estate rise of rent on change of tenancy, or death of tenant, 9718-22 ; 9694. Tenants near Castletinn higher rented by Mr. Joseph Johnston than three miles out, though not more convenient to market, 9695-7. Another reason alleged for higher rent was existence of factory near Castletinn, now discontinued, 9698. Rent not raised by Mr. Joseph Johnston, 9703. Rents raised by Mr. John Colquhoun, who sold it to Mr. M'Grorty, 9707. Before Land Act, 9708. Tenants got no compensation from railway for lands taken, yet rent not reduced ; Rev. Mr. Delap undertook to sell land for tenants ; Mr. Robert Taylor got no compensation, nor abatement of rent, 9713. Case of tenants consenting to pay increased rent, on the landlord, Mr. H. W. Smith, undertaking to spend rise in improvements ; reclaimed eight acres ; got nothing for land, 9742 ; 9745. Built a scutch mill at £600 or £700, 9743. Spent altogether £1,000 on improvements, and no security, 9744. Got nothing from railway or landlord for land taken by railway, 9747. Much reclaimable land, 9748. Tenants afraid of rise of rent if they improve, 9749. Waste land is only in small plots, 9751. Tenant-right often sells for more than value of fee-simple, 9755 ; 9757. Mr. Taylor's uncle bought from Church Commissioners ; purchase only completed, 9756. A great many tenants could advance one-fourth of purchase-money of their holdings, but more could advance nothing, through bad years ; tenant-right rose in value during American Civil War ; decreasing in value since ; now little worth, 9757. No trade and no public works, hence twice more given for land than it is worth ; to have a place to live in, 9760. Would not limit the purchase money of tenant-right ; to do so would rob the tenant of his improvements ; in favour of fixity of tenure, at fair rents, 9761.

Brown, Rev. Nathaniel M'A., Hon. Sec. of Kennaught Farmers' Association, Limavady, Co. Derry, Presbyterian Minister.—Londonerry.

In barony of Kennaught, 9766. Before Land Act, Ulster tenant-right custom was being broken

downeverywhere, 9767-9902. But for Land Act there would not have been left a residue of tenant-right, 9768. It was formerly one universal custom, 9769, to sell to highest and best bidder by public sale, 9770. Now in some cases landlords limit price to three, and in others five years' purchase, including improvements, but since Land Act tenants are claiming, in addition value of improvement and for manured land, 9772-5. Mr. Conolly M'Causland allows value of improvements since Land Act—not before Act, 9777. His tenants make the improvements, but he lends money to them to make the improvements at 5 per cent. as an investment, with which they are building slated houses in many cases, 9790 ; 9779-80. On his estate advance of rent on every change of tenancy, 9783. His tenants are dissatisfied, 9787. They want free sale, 9788. Marquis of Waterford's estate, lately revalued, and rents now as high as on adjoining estates, 9790. Tenants generally make improvements themselves, 9782. Tenants, with exception of two estates, erect all buildings out of their own pockets, 9784. Those who have small means improve gradually, 9795. By their own labour mainly, getting credit for materials, 9796. Landlords claim all improvements as theirs, made by tenants with money advanced by landlord, for which he gets full return, 9799-9800. Purchases by tenants of their holdings, 9803. 150 agricultural tenants purchased on Marquis of Waterford's estate, and twenty-three others, 9805. Borrowed from Board of Works, 9808. Difficulty in borrowing from Board of Works, owing to application not being made till after purchase, 9810. Cured by Amending Act of 1872, 9812. Witness gave twenty-nine and half years' purchase for his holding, 9816. Purchaser's expenses of conveyance were £30 on £1,014 purchase-money, 9818. Purchasers are paying a rent and a half, yet none worse off than their neighbours and many better off, 9825. Most had to borrow the balance beyond Board of Works' advance, 9826. Some have paid off part of the principal, 9828. The prohibition of alienation forced tenants into hands of usurers, 9831. Would not prohibit subdivision, the security of the Government being undiminished, 9834. No danger now of subdivision and subletting to an injurious extent, 9837, 9840-1, 9853-4. Farms generally about thirty acres, 9839. Purchasers building, draining and improving generally, 9843. In favour of recommendations of Mr. Shaw Lefevre's Committee, 9845. Would not compel landlords to sell, 9847, and London Companies more liberal to tenants than private landlords, 9847. Some of their tenants would be able to provide one-fourth of purchase-money of their holdings, 9850. In mountain districts they are poor. Should be no limit to size of holdings purchased under Bright clauses, 9852. Tenant-right restored to its natural state, fixity of tenure, fair rents and free sale would satisfy tenants, 9855. Tenants should have voice in fixing rent, 9856. Rent should be settled by arbitration—two arbitrators and an umpire, the County Court Judge or Government valuator, 9858-9. Either landlord or tenant should have right to call for revision of Rent, 9863. Rents average 35s. per Irish acre for fair land near a town, 9866-8. Tenant-right runs from fifteen to forty years purchase, 9870. In some cases no bidders now, 9871. From bad years and prospect of bad prices, 9873. Prices of produce nearly one-third less than four years ago, 9877. Beef in district is stall-fed, 9883. Landlord is entitled to periodical revision of rent, 9885. Perpetuities at fixed rents would not be so satisfactory as farmers being their own proprietors, but would give security for improvements and put an end to disputes between landlord and tenant, 9886-7. Peasant proprietors should be of gradual introduction, 9888. Board of Works should be at liberty to advance whole of the purchase-money, where the tenant-right afforded an ample margin of security

Brown, Rev. Nathaniel, M.A.—continued.

and purchase was not too high, 9890. Agrees with Dr. McKnight's estimate of the Ulster custom, 9894. Cases of Gault and Stewart on Mr. McCausland's estate, where improving tenants got only the three years' rent, 9905. And one who paid on incoming in his father's time more than three years' rent, 9911. Mr. McCausland's rule is about thirty years old, 9913. No restriction on price of tenant-right on Mr. McCausland's and Major Scott's estates. On Major Scott's limited to five years about thirty years ago, 9920, 9926. Raising of rent on change of tenancy is common. Skinners' Company have substituted private sale for public sale, 9928. Case of a "make-believe" private sale, to fall in with the office rule, 9929. Case of a tenant of grazing farm deprived of compensation in court, on refusal to pay rent, demanded by Skinners' Company, 9936. The tenant right was worth £1,000, 9938. The exceptions in section 15 to tenant-right should be repealed, 9941. Major Scott's estate—case twelve years ago of two minors, sons of deceased tenant compelled to take from agent five years' rent, though their uncle was willing to manage farm for them, 9943. Tenant had improved, but £100 deducted to build a new house on alleged ground that old house was out of repair, 9944. The old house was as good as the neighbouring houses, 9952.

Douglass, Mr. Joseph Irwine, Derrybeg, Limavady, Co. Derry, Tenant Farmer.—Londonderry.

Case of Mr. Gault on Mr. McCausland's estate before Land Act, 9957, 9971. He got some compensation for buildings (farm offices), 9958. The tenant had drained, 9959. He bought for more than three years' rent, 9964. Stewart's case—tenant bought tenant-right, subsequently improved by draining and clearing away stones. Allowed £4 an acre for manured land, 9965. Before Land Act, 9971. Whyte's case—three years' rent and some allowance for manures. On mountain lands five years' rent, 9972. In one case since Land Act tenant got his incoming payments and value of buildings erected subsequently, 9974. Mr. Church's estate, 9979. Before Land Act, 9992. When lease expires he sells the tenant-right putting money into his own pocket and granting purchaser a new lease. His sister-in-law's case, when he pocketed between £500 and £600. Gave nothing to outgoing tenant, 9981–5. Case on Marquis of Waterford's estate of rents raised on tenants' improvements and buying fee at thirty years' purchase of such rent, 9997. In revising rents the valuator's return is not shown to tenants, and very often a considerable percentage added in office, 10013. Cases of this on Mr. McCausland's estate and Fishmongers' estate. On Sir Frederick Heygate's restrictions as to price abandoned; but bailiff or agent announces at sale that rent will be raised, 10015.

Dunne, Mr. Robert, Ballykelly, Co. Londonderry, Tenant Farmer.—Londonderry.

Fishmongers' Company, 10018. General revaluation in 1872 on fall of leases, 10019. New 21 years lease offered with clause barring tenant-right at rents higher than their own valuator's (Nolan's) figures, 10020. On remonstrance this clause was given up, and a clause substituted giving benefit of Ulster custom at end of lease, and valuator's valuation adopted, 10023. Tenant-right existed so far as memory went, 10024. In witness's case, rent demanded was £30 more than Company's valuator's valuation, 10025. Nolan's valuation, a full rent, 10027. Case on Grocers' estate of, on tenant's death, his executor desiring to sell, but was compelled to sell on terms that at expiration of lease, rent would be advanced £20, thereby he lost £400 or £500, 10034–5. Usage on Grocers' estate—free sale, but revaluation at end of lease, 10037.

Brennan, Mr. James, Carse Hall, Limavady, Co.

Londonderry, Tenant Farmer.—Londonderry.

Mr. Boyle's estate, 10044. In 1876 witness and four other tenants purchased from landlord privately. Board of Works refused the loan, unless sale was made through Landed Estates Court, 10044–51. This was done at expense of £260 on 1,400 acres; delay in completion till 1880, 10052–9. Should be great facilities for loans and the Board should grant advance on good title shown, and alienation should be permitted, 10059. Witness got £2,800, himself advancing £1,400, 10059–60. Limit of subdivision should be 35 acres while Government loans are unpaid, 10063–7. Generally farmer purchasers are improving, 10068. In favour of 35-acre limit to subdivision in all cases, 10070–2. Present restrictions on Bright clauses prevent more extensive advantage being taken of them. Purchaser is too tightly tied up, 10073.

Hamill, Rev. G. W., Limavady, Co. Derry, Presbyterian Minister.—Londonderry.

Generally concurs in evidence of four preceding witnesses, 10079.

Murphy, Edmund, Esq., Dunfanaghy, Co. Donegal, Land Agent.—Londonderry.

Government Arbitrator, under Lands Clauses Act, Inspector of Land Improvements under Board of Works, 10080. Experience of North and middle counties, 10081. 50,000 acres in Donegal and Down, 10080–83. Tenant-right prevails on all in one form, 10084–5. Custom is—tenant has right to sell, subject to approval of tenant by landlord, adjoining tenant having first offer. No limit to price, 10086–7. Twenty-five years ago, a limit of six and a half years purchase, but tenants paid larger sum *sub rosa*, and limitation abolished, 10087. Estates for which witness is agent—Stewart's of Ards (in Donegal and Down); Mr. Brook of Lough Esk in Donegal; Colonel Stewart of Rockhill, Letterkenny; the Honorable Ernest Cochrane, 10088. If adjoining tenant do not wish to bid, then public auction, 10089–92. When adjoining tenant dies, price is settled by arbitration, witness acting as umpire, 10090–1. On small farms price of tenant-right is exorbitant. Usual price ten to fifteen and twenty years' purchase, 10093. Case of farm of six acres, rent £10, sold at £320, 10093–4. Limit to price is sum of money tenant has got; he wants to get a place he can live by, 10095. Tenant purchaser often borrows at high interest—10 per cent., 10095–6. Rule restricting price of tenant-right would be beneficial. On Mr. McCausland's estate, where price is restricted and landlord expends much on improvements, tenants are very prosperous, 10097–10100. Tenants don't like Mr. McCausland's three years rule for good-will 10099. With improvements, practical result is six or seven years purchase, 10099. Witness held sworn inquiry as to Land Clauses Arbitration in case of land taken by railway on Mr. McCausland's estate, 10099, 10101–5. Tenant in a tenant-right district especially, and not landlord, is entitled to compensation for severance, 10108. Some leases in Donegal, very many in Down, 10109. At lease revaluation (excluding tenants' improvements), 10110. Tenant-right at end of lease acknowledged, 10110. Failure of Act due to its not being accepted by landlord and tenant. Suggestions—valuator seeing the land should act as assessor in cases of dispute about rent and compensation, 10111. Arbitration with umpire appointed by public board would be possible, 10112, 10122. Landlord by raising rent can destroy tenant-right, 10114. As where change of landlord by sale, 10114–7. Sale of estate in Landed Estates Court should have conferred lease on tenants, 10117–8. Fixity of tenure at fair rent would be a satisfactory settlement, 10119. 2,000 tenants over whom witness is agent, with practical fixity of tenure, 10120. Inspector of Land Court moving about,

Murphy, Edmund—continued.

would give more uniformity of decision than under present system, 10121. Want of uniformity in Chairmen's decisions, 10121, 10125-6. Witness as arbitrator decided on value of property worth £400,000 in last six months, and only three appeals, 10121. No difficulty in fixing fair and equitable rent, 10121. Arbitration would make rents more secure and landlord's improvements more secure, 10123. No compensation will satisfy the tenant, the mountain tenant especially, 10127. No improvements in Waterford and Cork grazing farms, since 1847, 10128. Where tenant has made improvements on grass farms or not, they should be protected against eviction, 10129-30. Never knew a case of very extravagant rent, 10131. Government valuation too low by 20 to 30 per cent. in the mountain districts of Donegal. In Down, valuation is close up to the rent, 10132. Not much reclamation in Donegal since Griffith's valuation, 10133. Valuation lower in south and west than in north, owing to large deduction for taxes and rates in bad times, when valuation made, 10134. Griffith's valuation is useful in directing attention to cause of discrepancy between it and rent, 10135. During last twenty-five years landlords make the improvements, 10136. Few required in Down, 10137-8. Mr. Stewart drained before Land Act, 10138-40. Since, improvements done by the tenants, 10141. Majority of improvements in Ireland are made by tenants; in the south majority made by landlords, 10142-3. Draining, fencing and roads, 10143-55. Landlord gives slates for the houses, tenants build the house, 10156-7. Since Land Act landlords have ceased to assist tenants in improvements, 10157. Tenants who purchased their holdings are doing well, some had to borrow at exorbitant interest, 10158-9. Some are borrowing from Board of Works for improvements, 10160. These improvements are well carried out, 10160-2. In favour of extending facilities for purchase of fee by tenant, 10163-4. Rents as high in the north as in the south, 10166-7. Labourers on Mr. Stewart's estate have 9s. a week, a house, acre of land, grass of a cow and turf, 10168-9. In Donegal labourers are under farmers, their houses and families in miserable condition, 10170-2. Sometimes farmers pay in kind, 10172. In Donegal slightly better off than in south, 10172. Wages risen 20 per cent. since 1852, and cost of labour still more, 10173-6. Labourers not yet discontented, 10178-9. No superabundance of labourers in north, 10182-3. In one estate in south, labourers in a miserable condition, who rent from farmers. In north no rent charged by farmers, 10184-7. Dissatisfaction in Waterford, Tipperary, Cork and Limerick arises from high rents and from fear of rents being raised, also from fact that rents are unequal, 10190-1. Generally a sort of tenant-right there, limited more by the people themselves than by landlord, and rather money to help the tenant away than a sale, 10192-3. Thinks security with long lease better for south and even for north, than the tenant-right system, 10194. Knowledge of south from making a survey of some estates, 10195. On some estates a privilege of selling, 10196.

Norris, Mr. John Reed, Coleraine, Cos. Derry and Antrim; Tenant Farmer.—Londonderry.

Tenant-farmer, and Secretary, Coleraine Tenants' Association, 10197. Farms 120 acres. Landlord, the Rev. John Lyle, 10199-10200. With whom tenant-right prevails, 10201. Formerly held under Mr. Lawrence, who is trying to do away with tenant-right, 10202. Case of witness's father, who held under Mr. Lawrence by lease, for three lives, at £42 rent, and when last life dropped, demand made for new rent of £125, on refusal to pay this ejectment and land claim. Chairman gave compensation under Ulster custom, but was reversed on appeal by Chief Justice

Whiteside, though father paid £680 for tenant-right of farm eight years before lease fell, 10203-17. Brother who succeeded father was compelled to sign admission that no fine was paid, nor tenant-right existed, nor right to compensation under Ulster custom or usage, 10217. Mr. Lawrence has other tenants in counties Antrim and Down. Amount of increase of rent in case of five tenants in Antrim, at end of lease, on same occasion, 10219-24. Case five years ago of tenant of Dr. Hamilton refused leave to sell unexpired term of twenty-five years, unless purchaser signed admission that tenant-right did not exist at end of lease. Sale fell through, no other purchaser could be got since, 10225-28. More restrictions on and infringement of tenant-right custom since Land Act than before, 10231-5, 10254. Case of rent raised four times within thirty years on tenants' improvements, and last time after tenant had built a comfortable new dwelling-house, 10235-42. Custom was acknowledged after lease; but not now, 10246; 10256-9. Tenants generally make all improvements, in a few cases slates given, 10247. Generally understood custom that tenant had right to sell to a solvent tenant without restriction with periodical revaluation, but in late times agents raise rent as often and to what height they please. Case of a farm offered for sale, but could not be sold on account of rent being too high, 10249-53, 10255. Rent should be adjusted by arbitration—tenants' improvements not to be taken into consideration, 10260-5. Improvements in North are generally buildings, reclamation, making roads and fences, 10266. Tenants make all improvements, 10266. Value of improvements should go into the tenant-right, 10267. Should be no eviction except for non-payment of rent; and, even then, tenant should have right of sale, 10268-9. Rent should be fixed for a period, and altered according to change in average prices, 10270-1. Present tribunal not satisfactory for deciding value of tenant-right, 10272. Leases for twenty-one and thirty-one years, with clause barring tenant-right, are since Land Act oftener offered, but not so generally taken as before Land Act, 10274-80. More improvements with leases than without, 10281. Case of tenants purchasing the fee before Land Act—since getting on well, cultivate better, 10283-92. On only one estate is part of Grand Jury cess paid by landlord, even in case of change of tenancy, 10293-6. Poor rate is 10d. and county cess 1s. 8d. in the pound, 10297-9. Tenants would prefer landlord paid half county cess, though rent raised proportionally, 10301-2.

Warnock, Mr. Thomas, Coleraine; County Derry, Tenant Farmer.—Londonderry.

Generally concurs with Mr. J. R. Norris, 10304. Tenant-farmer of fifty statute acres under Rev. Marcus M'Causland, 10308. Tenant-right exists to fullest extent, 10311. Cases on Mr. Lawrence's estate of rent raised on fall of lease, tenants not being able to establish tenant-right at end of lease, where rent raised on tenants' improvements—in some cases two-thirds of farm reclaimed by tenant, 10312-20. Rent should be adjusted by local arbitrator with Government umpire, 10321-4. Rent arbitrarily raised on tenant's improvements, 10324. In these cases tenants must pay raised rent or lease, 10325. Rev. Mr. Bennett, landlord—case of industrious tenant who had, by purchasing tenant-right of three farms, consolidated into one, and whose crops failed through wet season, refused abatement, though rent raised eight years before, 10325-35. Rev. Marcus M'Causland gave abatement in 1879 unsolicited, 2s. 6d. and 3s. on gross rent, 10336. Abatement not general, 10337. Opinion of some landlords that twenty years' enjoyment is sufficient to recoup tenant for any improvements, and that as tenants had got their Land Act, the landlords should stand on their strict rights, 10337.

Warnock, Thomas—continued.

Witness's landlord gave his valuator instructions not to put rent on tenant's improvements, 10338. Witness made land not worth more than 2s. 6d. when he took it, worth now 15s. to £1 an acre. Expended £800 in twenty years on farm, £600 on scutch mills, 10338-9. Never offered lease, but would not accept it, 10342. Has perfect confidence in present and coming landlord, 10343. Case of tenant purchaser under Bright clauses who has in seven years reclaimed forty-eight acres of cut-away bog, now growing luxuriant crops, thorough-drained, and squared fields of whole farm, 10345. Case of landlord who seven years ago set about reclaiming cut-away bog, and stopped short, whereas practical farmer with security would have reclaimed the whole of it, 10345. Case of tenants under lease reclaiming, building houses, squaring fields and farm-yard, at cost of £1,000, and whose landlord purchased fee at £600 two years before grant of lease. Present landlord, Captain Givven, threatens at expiration of lease to deny all tenant-right and compensation, 10346-7. Under Chief Justice Whiteside's decision in *Norris v. Lawrence* these leaseholders would not get tenant-right compensation, but they would get what Chairman thought was value of unexhausted improvements, 10348-50. This decision has stopped to a large extent permanent improvements, 10351. Purchaser under Bright clauses who had reclaimed fresh land grew best flax in district, 10354-9. Time of enjoying it should not be regarded in compensating for improvements, 10360. Cases of purchasers under Bright clauses finding difficulty in conveying their purchases till loan repaid, 10362-3. Tenants not anxious to purchase their holdings unless at diminished years' purchase, rents are now so high, 10366-7. Case of widow on tenant-right estate of Sir Henry Bruce, wishing to sell, but kept hanging on for years, until she accepted what landlord was willing to allow her, 10367. Case on Downhill estate of Sir Hervey Bruce, where rent raised on sale twenty-five per cent., and raised tenant-right price twenty-five per cent., 10367. On Sir Hervey Bruce's estate, purchased from Clothworkers' Company, tenant-right with restriction of price is established; on Downhill estate, limit is five years' rent without allowance for improvements, 10368-72, 10380-1. Almost invariably rent is raised on change of tenancy, 10373-4. General revaluation on purchase from Clothworkers' Company, 10375. Since Land Act he has opposed sale of tenant-right, and contrary to custom of Clothworkers' estate, compels tenant to sell to him and then sells tenant-right himself at best price, 10378. Auctioneer states at sale that sale of tenant-right is not allowed, and tenant does not like to purchase the tenant-right with a lawsuit along with it, 10382-4.

Morrison, Mr. H. R., Moneydig, Co. Derry, Farmer Proprietor; with Madill, Dr., Garvagh Tenants' Association.—Londonderry.

Purchaser under Bright clauses, 10385-7. Satisfied with his purchase at twenty-nine years' rent, high rate, but glad to do it rather than risk change of landlord, 10387-94. Had purchased tenant-right of part of it, 10395. Great delay and costs in getting advances from Board of Works, in case of sale of Marquis of Waterford's estate, in 1871, 10400-1. Tenant-purchasers are generally well satisfied, and improving, but two are not getting on well, who were in back-water before purchase, 10403-6, 10435. Tenants would be anxious to purchase their holdings, but few able to satisfy the Treasury requirements, 10407-8. Alienation should be permitted, but borrowing on security of land, either by tenant farmer, farmer proprietor or landlord, should be illegal, 10409-13, 10421-25. Except in case of loan from the Board, 10414. Too much credit also in all ranks of business, but would

not extend same principle to business, 10415-6. Facilities for purchase should be extended, 10436. On Ironmongers' estates, trying for some time to limit tenant-right to ten years' rent, before Land Act, 10439-42. Not usual to raise rent on change of tenancy, 10443. But usual on fall of leases, 10444. Very few leases, 10444. Rents are fair and revised every twenty-one years, 10445. This is usual with London Companies, 10446. A London and a local valuator employed by Mercers' Company to re-value for rent; but tenants dissatisfied because they did not see the valuation, and did not get it, 10447-8. Raising of rent since Land Act by purchasers of Marquis of Waterford's estate, and by Mercers' Company has injured tenant-right, 10449-50. Case of *Gilmore v. Kennedy*, where disputes as to rise of rent, and Chairman referred it to sworn valuator to settle a fair rent which would not infringe on Ulster custom, 10452-4. Result a rent too high, 10455-6. Difficulty raised by imposition of bog-rents, 10458-60. Value of tenant-right—Sale at sixteen years purchase, 10463. Case in which judge on appeal gave over £21 an acre, 10464-5. Landlord had privately attempted to enforce a limit of ten years' purchase, 10465, but was defeated by this decision, 10465-8. Farm was subsequently divided between two adjoining tenants, who paid landlord compensation awarded and his costs, 10469-70. Case of *Connell v. Rankin*, where landlord dissatisfied with Petty Sessions decision as to bog, served notice to quit and ejected the tenant (successful at Petty Sessions), and on land claim, Chairman adjourned case till next Sessions, for sale, but no one would bid, but son, whom Chairman did not recognise as bidder, and Chairman finally awarded compensation for tenant-right, 10472-7. Cases of some capricious evictions, 10478. Puffers employed at sale of Marquis of Waterford's property in Landed Estates Court in 1871, 10485-8. Costs of sale—£14 where purchase-money £35, and £20 where purchase-money £70, 10488-90. Suggestions to amend section 47, by lending to tenant to purchase the whole amount of the purchase-money, at higher rate of interest, but not including repayment of principal, 10491-2. Section 47 does not apply to sales by Landed Estates Court, 10493. Representative of Garvagh Tenants' Defence Association, 10496-7.

Rankin, Mr. John, Curragh, Co. Derry; Tenant Farmer.—Londonderry.

Tenant farmer of 126 acres on the Richardson estate, 10498-500. Member of Aghadoey Tenants' Defence Association, 10501. Case of sale on estate of William John Derby, Esquire, where after sale rent raised £5, and purchase of tenant-right diminished £25, 10504. Purchaser expended over £100 and now wishes to sell; no one will buy, fearing further increase of rent, 10502-8. Could sell at rent before last rise, 10517-8. Four successive increases of rent on this farm since 1860, 10509, 10514-9. Cases of tenants on Edward Bennett's estate having rent raised on sale of tenant-right, 10511-3. In some cases tenants continue to make improvements, but not when near end of leases, 10520-3. Leases infrequent last fifty years, 10524-5. Tenants object to take the leases with clauses inserted by landlords since 1870, 10526-8. In favour of rents, in case of disputes, being settled by arbitration, with umpire appointed by independent Government Board, 10528-33.

Simpson, Mr. John, Aghadoey, Co. Derry; Tenant Farmer.—Londonderry.

Tenant farmer of sixty-five acres under Ironmongers Company, rule of twenty years originally attempted to be enforced restricting price of tenant-right to ten years purchase, 10534-5. This rule puts improving and unimproving tenants in the same position when leaving, 10536-7. In favour

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of free sale and fair play between landlord and tenant, 10538. Revaluation of rent every twenty-one years, 10539. Case of Rev. Dr. Brown's farm—incoming tenant approved of by office compelled to pay amount offered by purchaser at auction, 10540.

Coltwell, Mr. Grocer, Whitehall, Eglinton, Co. Londonderry; Tenant Farmer.—Londonderry.

Tenant farmer of twenty acres under Grocers Company (now Mr. Davidson), 10541-3. For about four years after Land Act, industry of tenants stimulated, but experience of working of Act disappointed them, and there is nothing done but manuring and raising crops, 10543. Landlords have same power of raising rent under Act as before it. Where no lease, Grocers' Company put a new rent on purchaser and introduce new rules, 10545-7. Landlord has same power to raise rent and evict since Land Act as before, 10547-8. Practice under Company before Act was better for tenants than since Act, 10550. Chairman's Court not satisfactory, 10551-2. Should be on question of rent independent arbitration between landlord and tenant, 10553. On his County Derry (formerly Goldsmiths' estate), Baron Martin improved and added 5 per cent. on rent for improvements, 10554, 10556. Since Land Act case on this estate where on sale for £600 rent was attempted to be raised £17 sale fell through, and farm sold at considerable loss to the tenant, 10554-5. Tenants want and are willing to pay rent, fair to landlord and tenant, and excluding tenant's improvements, 10563-5. A surveyor does not see the tenant's improvements. "They do not see the tenant with his coat off," 10565. Knows hundreds of acres of land reclaimed within last twenty years by tenants, 10567.

Coyle, Mr. Richard, Carnmoney, Eglinton, Co. Londonderry; Tenant Farmer.—Londonderry.

Tenant farmer under Marquis of Londonderry, 10569-70. Complains that while all improvements are made by tenants, landlords can raise rent and diminish value of tenant-right, 10572, 10599. Witness's rent raised twelve years ago forty per cent. on expiration of lease, 10573-80. Head agent made the valuation, 10581. Rents on Marquis of Londonderry's estates above fair value, and on Major Scott's estate, though rents not raised for over fifty years—since time of French wars, 10582-6. On change of tenancy Major Scott raises rent, 10587. Sale in Landed Estates Court of tenant's farm prevented by notice of increase of £10 rent yearly, 10587-90. Tenants made all the improvements on this estate, 10590. Case of tenant-right of farm at £7 rent, sold at £135—but tenant signed agreement to agree to additional rent when landlord pleased, 10591-6. On Marquis of Londonderry's estate tenant-right sells at twenty-five years purchase, 10597. No limit, 10598. Free sale except in one instance permitted, 10599. Case of landlord and tenant in 1874 agreeing to valuator and landlord (Captain Young) demanding some shillings per acre over this valuator's valuation, 10642-4.

Adams, Mr. Robert, Co. Londonderry; Tenant Farmer.—Londonderry.

Tenant farmer of sixty-two statute acres under Marquis of Londonderry, 10603-4. On fall of lease in 1873, rent raised on tenants' improvements and too high, 10605-18. All improvements made by tenant, 10620. Former agent told tenants the improvements would be their own, 10620. Case of tenant compelled to sell to neighbouring tenant and losing £72, within past year, 10621-9. Since Land Act new restrictions on tenant-right state introduced, 10625. Rents too high under Marquis of Londonderry and Major Scott, 10630-2. And are raised on tenants' improvements, case in point, 19633-5. Opinion generally that rents should be settled so

that the tenant-right may not be eaten away, 10636-40.

Osborne, Mr. Walter.—Londonderry.

The value of the tenant-right in Derry and Donegal is equal to the fee-simple, 10641.

Cole, Mr. Patrick, son of Tenant Farmer, Co. Londonderry.—Londonderry.

Father, having purchased tenant-right, invested £2,000 on faith of Ulster Custom on leasehold property, and as land stands has no benefit of the Ulster Custom, and on Major Scott's estate cannot sell during nor after lease, 10646-56. On another farm under Mr. Davidson (formerly Grocers' Estate), witness's father bought tenant-right, and landlord, proposing new valuation of part, refused to permit a tenant's valuator to accompany landlord's valuator, 10658-9. Increase of rent four years ago on witness's farm on Major Scott's estate, on tenants' improvements, on fall of lease, 10662-4. All county cess paid by tenant and no allowance for roads, 10665. Tenants do all improvements and want security with a fair rent, 10666-8. Continuous occupancy generally admitted in district, 10669. On Mr. Davidson's estate, additional rent on change of tenancy through death or sale; instances, 10670-2.

McConnell, Mr. John, Moville, Co. Donegal; son of Tenant Farmer.—Londonderry.

Practice on Gulladuff estate to compel duty work—work of horse, and cart, and man for a day for landlord, 10674-6. Nibbling away of tenant-right by increases of rent, which destroy tenant-right, and prevent improvements, 10676. Much improvable waste land in Innishowen, 10676. Sir Robert Montgomery charges tenants two shillings an acre for mountain grazing, they formerly had free, besides letting parts of the mountain into farms, 10676. Case of rent raised on tenant's reclamations from £2 10s. to £18 rent; another similar case, 10678-83. Case of rent raised on tenant's improvements by Mr. James Steel Nicholson, 10683-4. Rents raised since Land Act by Sir Robert Montgomery on tenant's improvements, 10685.

Loughlin, Mr. Bernard, Kinnigillen, Cookstown, Co. Tyrone; Tenant Farmer.—Londonderry.

Raising rents on Lady Castlestuart's estate from £3 to £9 (Government valuation £3), 10686-8. Another case of rent quadrupled, where tenant made all improvements, 10688 98. About 100 ejectments executed, and tenants in as caretakers, 10698. Rents cannot be paid, 10701-5.

Cather, George, Esq. (High Sheriff), Carrickue; Co. Londonderry.—Londonderry.

Information with regard to estates of the London Companies; letter of Charles the First to Sir Thomas Phillips, 10707. Extracts from letter, and a Parliamentary return showing their income in 1727, 10708. Great increase in rental between years 1635 and 1727. Minutes of rental in 1768, 10710-11. Tenement valuation, 10713. Further minutes, 10714. Total rental of all the companies, 10715. Increase attributable to system of tenant-right that was pursued, and general improvement of the country, 10716. Owners co-operated with tenants in many cases in making improvements, 10717.

Gregg, Mrs. Susanna, Tenant Farmer, Culmore, near Derry.—Londonderry.

Lease for twenty-one years, expired last year; rent immediately raised, 10719. New valuation made, based on tenants' own improvements, 10722. £415 laid out in improvements, which they now pay rent for, 10729. Tenant-right of less value now; free sale allowed, 10736-8. Landlord does not pay county cess, 10738.

M'Intyre, Mr. James A., Gortin, Co. Londonderry, Tenant Farmer.—Londonderry.

Farms largely in Derry and Tyrone, 10741. Would have tenant-right at end of lease legalised, 10749, 10759, 10761. Case of rent raising under Irish Society, 10765-71. Cases of purchasers under Church Act, improving, and doing well, although living before purchase under same conditions, 10774-5. More cases of increases of rent by the Irish Society, much money being spent and great improvements made by tenants, without any assistance from the landlords, 10778-9, 10780-94. Case of rent being raised from £11 to £38 9s. in twenty-one years, tenant having to pay county cess besides, 10795-6. Another case of rent raising by Irish Society, 10802-6. Rent always raised on lease falling in, case in point, 10811-13. The practice of raising rent the great grievance, 10815-16. Suggests a Government umpire, 10817. In cases of difference of opinion as to rent, there should not be a notice to quit issued, 10818-19. Does not wish to be at variance with landlord; disapproves of landlords being forced to sell, 10825-26. Management generally of the Abercorn estate, 10829-44. If the practice on the Duke of Abercorn's estate was adopted throughout the country, people more satisfied, 10845. In land cases in court, tenant must prove tenant-right exists, 10846. Office rules abolished, 10847. Tenants not much interested in peasant proprietary, only want security, fair rent, and liberty to sell, 10852-4.

Gamble, Mr. William, Bridge Hill, Castlederg, Co. Tyrone, Tenant Farmer.—Londonderry.

Holds under lease for lives; has made very great improvements, but is now afraid, from questions raised about tenant-right at end of lease, that his property is insecure, 10862. Afraid of losing his tenant-right and of a rise of rent at fall of lease, 10866-67. Cases of increase of rent and loss of tenant-right at end of lease, 10873. Rent raising in 1866, by Duke of Abercorn, on falling in of leases, 10873-77. Rent raising will totally destroy tenant-right, 10886. Rent should be settled by arbitration by a court under the control of Government, 10888. Case of rent raising which came before County Court Judge; two valuations put in by tenant and two by landlord; Judge split the difference between them; landlord would not agree to this; tenant eventually paid more than judge settled, but less than landlord wished, 10888-90. Cases of sales out of court, 10891-3. Suggests, if a property is in the market, Government should advance three-fourths of the purchase-money, and appoint responsible person to deal with landlord on behalf of the tenant; twenty-five years' purchase fair; would not force landlords to sell, 10895-6. Would not include buildings made by tenant in valuation for rent, 10897-8. More cases of rent-raising; part of holding taken away, rent at same time being raised, 10902-25. Knows of very few improvements made by landlords, 10907.

Connison, Mr. Walter, Donamanagh, Co. Tyrone, Tenant Farmer.—Londonderry.

Chairman of the county Tyrone, Tenants' Protection, and Land Law Reform, Association, gave evidence on behalf of the association, 10914-5. Resolutions of association, 10915. Cases of purchase under Church Act, and Bright Clauses of Land Act, 10917-18. Sales under Church Act much more satisfactory to tenants than those under Board of Works, 10920-21. Such purchasers have with one or two exceptions done well. Costs of transfer of property under Land Act too high, 10927, 10928. Case of purchasing tithes from Commissioners at twenty-one year's purchase, and selling a month afterwards to tenant at twenty-seven years' purchase, 10931. Tenants made responsible for carrying out of their purchases by landlord and his solicitor; had no solicitor of their own, and had to pay all the costs,

10932-37. Suggests a registry of title in each district for sales of land, 10939-40. Sales damped from fact that tenant-right can be sold by creditors, on execution from superior courts, 10945. Great grievance to small farmers if not allowed to purchase, as well as larger ones; as the property might be bought over them, and rent raised, 10950-2. In cases of disputes, landlord to have arbitrator, tenant another; the county court, or some other authority to decide finally, 10956.

Donnell, Mr. John, Donamanagh, Strabane, Co. Tyrone, Farmer Proprietor.—Londonderry.

Holds by lease for lives renewable for ever, 10959. Case of tenant wishing to sell, was at once noticed that his rent would be raised; purchaser would not complete purchase on hearing this; case came into court; chairman split the difference; matter settled on these terms, 10965-69. Did not know of increasing rent on a sale of tenant-right, till after Land Act, 10981-2. Relations between landlord and tenant fairly good, 10988. Land Act requires some amendment to define more clearly the position and right of the tenant, 10991. Case of refusing to allow tenant-right, 10994-5. Notes as to the condition of farms, 10,000 acres in all, held in perpetuity, 11001, 11004, 11007, 11011, 11015, 11017, 11020. Rate of purchase is generally fifty years on valuation, subject to the chief rent, 11002-3. Tenants in worse circumstances where system of rundale exists, 11006. Instance where tenants in the year 1790 were offered leases for ever, with small fine, mostly refused, 11007. Tenants do not erect good buildings on terminable leases, 11011. Glencoppogah, 1,080 acres; farms well cultivated, good houses and offices, no rundale, no subdividing for last thirty years, 11011. Low-town farms, seventeen to fifty acres, no subdivision since 1850, nearly all prosperous, have reclaimed a good deal of waste land, 11015, 11017. The system of rundale very prejudicial to improvements, 11020. Aghalane, 352 acres; farms well cultivated, good houses, no subdivision for thirty years, 11020. Several other instances in point, in all about 20,000 acres, 11021. Half of the estates in hands of perpetuity owners, the other in those of middlemen; condition of land in the hands of perpetuity owners, by far the best, 1102-4. The existence of rundale the only drawback, 11025.

Rossborough, Mr. John, Ballinacross, Donamanagh, Co. Tyrone, Proprietor, and Tenant Farmer.—Londonderry.

An estate without tenant-right the exception, 11034. Rent does not seem to affect tenant-right much, 11037. Sometimes alter rent on change of tenant, 11039. Landlord borrowed from Board of Works for improvements, and charged interest on the rents, 11045-6. Tenants allowed to sell if they have made improvements themselves, 11048. Incoming tenant pays for improvements, 11050. Case of tenant actually in possession paying to acquire the tenant-right, 11058-9.

Loughrey, the Rev. Edward, Altanure, Park, Co. Londonderry, C.C.—Londonderry.

Attended with others on behalf of Claudy Tenants' Association. On some estates there is unlimited free sale, fair rents, and fixity of tenure, 11065. On others so many restrictions, it is not tenant-right at all, 11070. Formerly on estate of Skinners Company, free sale existed; now they are trying to do away with it, as are other landlords, 11072-4. Limit to tenant-right affects tenant's interest in improvements, 11080-11101. Case of restricted sale and loss of improvements, 11086-89. Case of rent raised to double without reasonable cause, 11096-8. Tenants make all the improvements, 11105. Tenant-right varies from twenty to fifty years' purchase in the district, 11106. Case of disputed sale, judgment against landlord in court,

Loughrey, The Rev. Edward—continued.

11105–11108. Clause in lease of Fishmongers' Company injurious to tenants, successfully resisted, 11110. Valuator is sent by landlord, whom tenant does not even see, nor the items of valuation given, his rent is raised, and he is simply told, "pay or go." No *locus standi* for tenant, 11117–18, 11123. Tenants' own improvements included in valuation, 11128. Purchasers under Church Act who had not to borrow in a flourishing condition, 11132. Not anxious for peasant proprietary if they got the three F's, 11133–4. Would not force landlord to sell, 11135–6. Charges for turbary too high, 11139–40. Right of turbary restricted, 11142–3. A period not unreasonable for revaluing rents to be fixed on, and a tribunal should be established where tenants would be represented, 11147–8, 11159. In case of dispute between landlord and tenant, the party in the wrong to pay all costs, 11149–50. No eviction under three years' arrear, landlord can then sell, retaining arrear and costs, but should hand over balance to tenant, 11154–5. Landlord should recover rent by ordinary process, 11155. Means of estimating a fair rent, 11158–9. Where two valuers could not agree, umpire to be appointed by County Court Judge, 11160–1. A tenant may be evicted if for the public good, 11168. Tenant proprietors to be encouraged; would limit subdivision, 11168–73, 11178. Instance of tenant letting farm to another and going to England to labour, conditions of, 11179–81. In favour of altering law of primogeniture, 11185.

The Earl of Leitrim, Manor Vaughan, Milford, Letterkenny, Co. Donegal, Landowner.—Londonderry.

Landowner in the counties Donegal and Leitrim, 11186. Ulster custom on Donegal property not in Leitrim, 11188. In case of a sale, tenants have the preference, if they can give a fair price, 11191–4. Outgoing tenant subject to a rise of rent, before the sale, if prices rise, 11196–8. Instances of great distress from long leases and subdivision, 11201–8, 11214. System continued since Land Act, 11209. Industries wanted, 11211–12. Case of improvement by landlord, resisted by one tenant, while remainder were willing, 11216–20. Difficulty of dealing with subtenants when lease drops, 11222–4. Unwilling to be drafted, would sooner emigrate, 11228–31. Predecessors in allowing subdivision have committed themselves, causing difficulty under Land Act, 11233–11236. Where no subdivision, allow tenant-right at end of lease, if turned out recompense them, 11245–8. Leitrim tenants better off, farms larger, 11253–4. Desire tenant-right, 11257. If evicted for non-payment, give kind of compensation, 11258. In one case permission given to sell, 11261–3. Landlord makes improvements, 11266. No desire for leases, 11269–70. Instances of sale of good-will, during bad times, 11276–8. Is in favour of raising rent on change of tenancy, as the most suitable period, reasons for, 11281–2. Not in favour of a Board of Arbitration, 11284–7. Suggests practical valuers, 11289. Case where rent might be fairly increased, 11291. Want of agreements in writing mischievous, 11295. Statement of Mrs. Martha M'Connell replied to, 11296–11306. Case with regard to letting of land, 11307. Three or four years due on most holdings, 11311. Tenant-right leads to consolidation of farms, 11316, 11321–1. Tenant-right satisfactory to both parties, 11325. Borrowed from Board of Works, tenants pay five per cent for principal and interest; get good-will for it afterwards, 11326–8. Labouring class—mostly cottier tenants, 11332–3. Sheriff's costs should not be payable by tenants; case in point, 11334–5.

Sinclair, James, Esq., Dundarg, Coleraine, Landowner and Agent.—Londonderry.

Agent over properties in Antrim, Tyrone, Down, Derry, and Donegal, 11337, 11355. Free sale on

all, 11340. Right of choice reserved, 11342. Neighbours have preference, 11343–4. Rent raised only on dropping of old lease, 11351–2. Not many leases, 11354–6. Rents about 5 per cent. over valuation, 11361. Buildings erected by tenants, 11363. Landlord improved largely before Land Act, not so much since, 11364–6. Where new valuation tenant allowed half county cess, 11369. Roads never measured in farm, 11370–3. Disapproves of sale by auction, 11375–6. Reclamation as a rule done by tenants, 11385–6. Tenants borrow largely and hamper themselves, 11389–90. No experience of rent raising affecting tenant-right; case in point, 11391–4. Buildings not valued in ordinary agricultural holdings, 11399. Great improvements by landlord on Somerset property, 11402.

Sinclair, William, Esq., Hollyhill, Cos. Tyrone and Donegal, Landowner.—Londonderry.

Landowner in Donegal and Tyrone, 11408. Under Ulster Custom, 11409. Instances of high prices of tenant-right, 11412–18. Tenant-right lessened by American competition, 11419. A strong advocate for tenant-right, and of extending it to Ireland, 11420–1. No belief in increases of rent eating away tenant-right, 11422. Case in point, 11424. Beneficial leases granted for purposes of reclamation, 11425–6. Reclamation repays tenant in six or seven years; would give reasonable time after that, 11430–1. No land for Government to reclaim; all occupied by tenants; if evicted for purpose would feel injured; case showing this, 11432–4. Objection to leases, 11434. State of proprietors under Church Commissioners in Donegal, 11436–11593. Mr. Tuke's and Mr. Lefevre's accounts incorrect, 11437, 11441. Speaks from personal knowledge, 11445. Instalments not paid since 1876, 11450–9. Case of purchase under Board of Works, 11462. Better off with tenant-right than as proprietors. Instances of borrowing to buy tenant-right, 11469. Has improved under Board of Works, and privately before Land Act, 11475. Has not borrowed since, 11476. Land Act has not affected relation of landlord and tenant, 11480. State of labourers, wages good, 11482–11593. Have buildings rent free as part of wages, 11483–8. Case of a creditor suing tenant in superior courts, 11489. Up to a certain amount should be confined to County Court Judges, 11490–93. In favour of Bill, limiting costs, 11495.

Donaldson, Mr. Samuel, Welshtown, Co. Donegal, Tenant Farmer.—Londonderry.

Farms 100 acres, 11498. Under tenant-right, 11496. Has lease of portion, 11500. Secure of tenant-right at end of lease, 11507. Feeling between landlord and tenant satisfactory, 11512. Tenant-right sells at twenty-five or thirty years purchase, 11516–17. Suggest Government valuator in each county, 11520. Against rent raising at sale, but at fixed periods, 11521–3. Revaluation of land, 11524. Extension of tenant-right advisable, 11526–9. Landlord has a certain interest in reclaimed land, 11534–6. Tenant-right at end of lease should be sanctioned by law, 11542. Fixity of tenure at fair rents, better than peasant proprietorship, 11544.

Olphert, Wybrants, Esq., Falcarragh, Co. Donegal; Landowner.—Derry.

Owner of 20,000 acres, 11545–46. Unlimited tenant-right exists, the price varying from thirty to seventy years' purchase, 11547–51; 11585. Holdings are small, from £2 to £8 rent; turbary and mountain grazing being attached to most farms, 11552–56. Small farmers are not badly off; many did not pay their rents last year. Abatements were not given last year, and would not have been of any use, 11557–60. Sales of tenant-right are common; preference is given to the adjoining tenant in order to promote consolidation; there is a tendency to subdivision, and land-

Olphert, Wybrants—continued.

lord influence is required to check it, 22561-67. The small holders fish, and work in Scotland at harvesting, 11568. Knows of glebe lands sold to tenants; objects to a peasant proprietary, supervision necessary to prevent subdivision and family quarrels, 11569-75. Has 500 small tenants, many are in arrear, and were in receipt of relief last year, 11576-81. The district is poor; farmers would be worse off if they had no rent to pay, it makes them more industrious to have rent to pay, 11582-84. Has spent money on improvements; the tenants have reclaimed, improved, and made all buildings; assistance given before Land Act, now withheld, 11586-88. Without landlords small farmers could not exist; is in favour of emigration, 11588-91.

Brooke, Arthur, Esq., Killybegs, Co. Donegal; Land Agent.—Derry.

Is land agent to Messrs. Musgrave and Murray Stewart, 11594. Murray Stewart estate comprises 50,000 acres, with 1,320 tenants, 11595-6. The average price of tenant-right during past fourteen years has been seventeen and a quarter years' purchase, from five to sixty-eight years' purchase, 11597. Since 1872 rents have been increased in some cases on sale of farms, but without affecting the average price obtained—sale by auction is not permitted; when adjoining tenants buy no increase in rent is made, 11598-9. From £30,000 to £40,000 have been laid out on roads, schools, buildings, and other improvements, 11600; the increase in rental since 1847 has been £1,389, 11600; small increases of rent create a feeling of insecurity, 11603. Population is very thick along the shore, and £5,000 were distributed in relief—the coast fisheries attracted the population, but these have become unremunerative—even if paying no rent the people could not live in comfort; about half the rents were paid last year; the landlords supplied potatoes at cost price last year, but gave no abatement of rent, 11604-9. The only remedies are employment and emigration of families; the able-bodied emigrate in numbers and send money home; cultivation is bad because of the scarcity of efficient labour; rent is frequently paid, and farms bought by means of the remittances from America, 11610. There is no waste land available for reclamation, as it is all occupied for grazing, 11612. Mr. Musgrave borrowed £5,000 from Board of Works at low rate, and is laying this out on roads, and improving land in his own occupation, 11613-18. The credit system is ruination to the farmers, 11618-19.

Lepper, Robert, Esq., Foylview, Co. Donegal; Land Agent.—Derry.

Is land agent to several proprietors whose estates comprise 37,000 acres in Inishowen, 11621-25. Unlimited tenant-right prevails on all estates, except that of Lord Donegall, who instead gives leases with liberty to sell; the tenants are satisfied with tenant-right as it exists, 11621-30. Suggests a public valuator in cases of disagreement as to rent, 11631-32. Rents have scarcely been changed since 1847, 11633-37. Tenant-right sells from six to thirty-five years' purchase; has been higher since 1870, 11638-39. Rents have been badly paid during past two years; ejectments are brought to compel tenants to sell; those who sold went to America or became labourers; crops are good this year; the tenants fish a good deal, 11640-50. Landlords have not laid out much on improvements, nor have the tenants recently; houses are usually thatched, 11651-53.

Craig, Mr. William, Broadlea, Co. Donegal; Tenant Farmer.—Derry.

Holds forty-four acres at £40 3s., on Abercorn estate; rent has not been raised for twenty years; is satisfied with the tenant-right and rules of this estate, 11654-62. There are no fixed periods for raising

rent: leases are unusual; possibility of revaluation deters from improvement, 11663-68. Has built, fenced, drained, and reclaimed; cannot state amount of outlay, 11669-72. There are few small farms, they are from thirty to seventy acres, 11673-74.

McKinley, Mr. Hugh, Ballintra, Co. Donegal; Tenant Farmer.—Derry.

Holds forty-nine acres at £30 16s. 2d. from Colonel Knox; has received notice of increase of rent—the tenants objected to increased rent in 1877, and since then at all sales of land the bailiff has given notice that purchasers would have to pay increased rent, 11675-87. Attributes proposed increase to improvements made by self; complains of excessive rents; rent might be fixed by arbitration; gives receipts and expenditure on farm, showing a loss; his farm is considered cheap, 11691-11708. This year will be as bad as last; prices are low; potatoes have failed; could not live except by engaging in other business than farming, 11709-11717, 11733-37. Farms average from fifteen to twenty acres, 11721. Complains of harsh collection of rent and management, 11723-25, 11744-45. Tenant-right varies from five to thirty years' purchase; gives explanation of prices, and rules as to sale of tenants' interests, 11726-32. Thinks eviction for one year's rent should not be permitted; case of hardship, 11738-41. Houses in district usually thatched, 11742. Further explanation as to excessive rents; low profits from farming, 11746-11754. Complains of rent increased because of tenant's improvements, 11758-60. Rents should be valued, excluding tenant's outlay, 11761-62. Security needed; continued outlay required on some land, 11763-65.

Haslett, Samuel T., Esq., M.D., Flowerhill, Co. Donegal.—Derry.

Holds land in perpetuity, 11768. Great destitution, and even starvation, during past two years, among farmers and labourers; cause, failure of crops and foreign competition, 11771-75, 11789, 11804. Describes cultivation, food, and condition of farmers in district, 11776-77. Rents too high on some estates, 11779. Larger holders get on best; a few have corn and flax mills, and there is fishing on the coast, 11780-86. Describes condition of people ten and twenty years ago, and compares prices with those at present, 11787-95. Diminution of stock recently, 11796. Size of farms, thirty, forty, fifty acres, 11798, 11807. Absence of open markets, 11800-1. Some rents have been raised; condition of tenant varies with the estate, rents, management, 11803-6. No over population, want of security prevents proper cultivation; illustration of this owing to demand for increased rents, 11812, 11820. Knows purchasers of Church lands; they are contented and feel secure; their farms were let at average rate; their payment of interest is slightly above the rents, 11821-30. Conolly estate fairly rented, 11831-32. Opinion as to rents on other estates, 11833-36. Describes condition of labourers and small farmers; want of employment, low wages; many go to England, Scotland, and America for work; they would remain if there was work, the young emigrate, 11837-48. Railways in progress are giving much employment at present, 11849-53. Discontent is increasing, and is chiefly due to arbitrary raising of rent; reclamation is checked; valuation by officials suggested as a remedy, 11854-57. Case of harsh treatment of tenants, 11857-64.

Henry, Mr. Daniel, Drumsamney, Desertmartin, Co. Derry; Farmer.—Derry.

Holds eighteen acres, purchased from Church Commissioners; before purchase each successive rector raised the rents on glebe; he and others on this glebe regret having purchased, 11865-73. Complains of high interest and high prices charged, owing to past increases of rent; no reduction made

Henry, Daniel—continued.

by Church Commissioners; excessive legal expenses, 11875-94. Has paid interest regularly since purchase in 1871; but has not paid off any part of loan. All on glebe regret purchase, thinking now the prices were too high, 11895-11905. Case of other lands adjoining purchased, 11907-11910.

Convery, Francis, Drumsamney, Desertmartin, Co. Derry; Farmer.—Derry.

Concurs in evidence of Daniel Henry, 11910.

Traynor, John, Drumsamney, Desertmartin, Co. Derry Farmer.—Derry.

Concurs in evidence of Daniel Henry, 11910.

Ashe, Thomas Spottiswood, Esq., Bellaghy, Castledawson; Land Agent.—Derry.

Manages Bellaghy estate, formerly belonging to the Vintner's Company. Describes subdivision resulting from leases for ever, poverty of occupiers, and small holdings on this estate, 11911-11967, 12041-12057. Manages other estates, comprising 20,000 acres, 11968. Few leases given; tenant-right admitted on expiration of lease, 11969-72. Has bought up tenant-right to extinguish it, 11974, 12026, 12034. Recommends limit to be placed on amount paid for tenant-right, 11975-77. Griffith's valuation is unreliable, 11978-79. Rents are revised every twenty years; tenants' improvements not intentionally included in valuation, 11980-86, 12035-12040. Landlords contribute towards estate improvement, but not so much since Act of 1870, 11987-89. Thinks the fixing of a fair rent would be desirable, but makes no suggestion as to method, 11990-97. Explains as to waste land, 11998-99. County cess usually paid by tenant, 12001-03. Labourers are well off, and have plenty of employment, 12004-06. Diversity of county court judges decisions make a new land court desirable, 12007-10. Objects to court settling rent 12011-17. Explains practice as to sale of farms, and selection of new tenant, 12018-25.

Loughrey, John, Esq., Clonmanny House, Co. Derry; Landowner.—Derry.

Owner of 4,000 acres, 12058-59. Tenant-right subject to landlord's veto, 12060-62. Case of veto exercised, 12063-64. Suggests valuation by a Government official between landlord and tenant, objects to arbitration, 12065-70, 12105-8. Case illustrating difficulty of getting tenants to agree to new rents, and explanation of land claims resulting, 12071-95, 12097-12104, 12119-24. Present Government valuation worthless, 12096. Nineteen of his tenants are under notice to quit for the purpose of settling new rents, 12110-15. In case of land let low for the object of being reclaimed it is difficult to increase rent afterwards, 12116-18. Prices obtained by tenants for their farms, 12118-19.

Canning, Mr. James, Londonderry, Co. Antrim; Farmer.—Derry.

Was evicted from a holding near Ballymoney, Co. Antrim, which the landlord claimed to be a townpark. Explains circumstances and proceedings in case, 12125-38.

M'Loughlin, Mr. Daniel, Carrickmaquilty, Redcastle, Co. Donegal; Tenant Farmer.—Derry.

Complains of rent of farm being raised, 12139-48. Restriction placed on sale contrary to custom of the estate, 12149. Case in Land Court repeatedly adjourned and now standing to be heard on appeal, 12149-51. The poor are at a disadvantage in all such litigation; a fair valuation without any law would satisfy the tenants, 12152-54. Gives other cases of eviction, 12155-69.

Craig, Mr. Richard, Kilnappy, County Derry; Tenant Farmer.—Derry.

Explains case known as Tomkins' case, involving question of tenant-right at expiration of lease, 12170-97. Contrasts rent of recent lettings with the valuation, 12198-12199. Right to sell

admitted in leases taken recently, but doubt exists whether tenant-right is not extinguished, 12199-202. In this case the farms were let at valuation made on behalf of the tenants, 12203-12207.

McCallion, Mr. Charles, Island of Inch, Co. Donegal; Tenant Farmer.—Derry.

Tenant on Lord Templemore's estate. Complains of rent being unjustly increased from £14 to £26, 12208-14. Rent paid by friends in America, 12215-16. Has asked for a re-valuation; other farms are cheaper, 12218-20. Has made no improvements lately; nor did the landlord; the increased rent has disheartened him, 12222-24. Tenant-right exists, 12225-7. Case of tenant being obliged to pay the agent for tenant-right of part of his own farm, 12228-29.

Boyle, Mr. D. J., Feeny, Co. Derry; Tenant Farmer.—Derry.

Holds from three landlords, the Skinners Company, Lord Waterford, and Mr. Miller; tenant-right varies on the three estates, 12230-39. Explains failure of Bright clauses in his case to enable him and many others to buy at sale of Waterford estate, 12240-43. Deputation to Mr. Gladstone explained the probable occurrence of this difficulty, 12244-45. Part of the property bought in for Lord Waterford, 12246-47. Opinion as to raising rent, Griffith's valuation. Exclusion of tenants' improvements, 12248-54. Landlord should have voice in selection of tenant, 12255. Restrictions on tenant-right sales by Skinners Company is a grievance. Sale by auction should be permitted, 12256-58. Hardship of enforcing increase of rent by notice to quit, 12259. Purchase of a farm on Waterford estate has led to increased improvement, 12261. Sub-division undesirable; re-shaping of farms much needed, 12262-65.

Meek, Mr. Thomas, Moneymore, Co. Derry; Tenant Farmer.—Derry.

Holds land from Salters Company. Complains of agreement tenants have to take restricting price of tenant-right, 12266-77. Salters Company endeavoured to sell their estate but without offering it to the tenants; tenants should have right of pre-emption in all sales, 12278-82. Case of the Drapers Company interfering with tenants in townparks and houses built by tenants, 12283-90. Mentions case of increase of rent complained of by tenant who does not wish his name mentioned. Case of interference with tenant-right sales; rule limiting price of tenant-right; and case of ejectment; land claim in consequence of tenant's refusal to agree to landlord's terms, 12291-93.

Brown, Mr. Andrew, the Cottage, Magherafelt, Co. Derry, Merchant.—Derry.

Complains of restrictions by Salters Company on tenant-right; disregard of tenants' remonstrances, 12294-305. Section of Land Act exempting townparks has been taken unfair advantage of, and tenants have been deprived of rights they had before, 12306-10. Increase of rent demanded for townparks in 1878, 12311-12. Townparks of small towns are really agricultural holdings, 12313-16. Perpetuities of houses only, given by Salters Company, 12317. Rent of houses with which townparks were held has been raised ninefold, and now 20 per cent. is added to rent of land, 12319. Case of price of tenant-right reduced owing to increase of rent, 12320. Improvements made by tenants. The Salters estate was formerly let to middlemen, and under them tenants built without leases and the rents were afterwards raised by the Company, 12321-23.

Caskey, Mr. James, Drummond, Limavady, Co. Derry; Tenant Farmer.—Derry.

Holds forty acres from Mr. McCausland, at £100, the valuation being £70, 12324-27. Government valuation a fair basis for rent; not dissatisfied with his rent, 12330-31. Explains the tenant-right

Caskey, James—continued.

custom existing; amount allowed, and increase of rent, 12333-36, 12349, 12353-55. Improvements usually made by landlord, 12338, 12350-52. Leases unusual; tenants don't care for them, 12339-41. No limit on tenant-right on Waterford estate, 12342-43. Reasons in favour of limitation and restriction of tenant-right, 12344-48, 12368. Mr. M'Causland does not take advantage of tenants' improvements, 12356-58. Cases of reported hardship incorrect, 12359-65. Land Act has not affected price of tenant-right, 12366. Evictions unknown, 12367-68. Purchasers under Bright clauses are no better off than before, 12369-73. Tendency to sub-division, 12374-76. Smallest farm for support of a family, forty or fifty acres, 12377. Labourers well off, make no complaints, 12379-82. Explains circumstances of his farm, improvements partly made by landlord, charging interest on outlay, 12383-92. Mountain farmers have suffered most during past two years; limit on tenant-right does not prevent improvement; but little of the mountain land improveable; explains further as to estate management, 12394-403.

Cooper, Colonel Edward Henry, Markree Castle, Collooney, Co. Sligo; Landowner.—Sligo.

Owner of 30,000 acres, and Lord Lieutenant of county, 12404-05. Tenant-right sales not allowed, but compensation is given for improvements, 12406-10. This is the usual practice in county Sligo, 12411-18. Secret payments for good-will may occur, but are not recognized, 12419-22. Tenants are satisfied with the Land Act, 12423-25. Rents are increased only on change of tenancy, or fall of lease—no general revaluation for twenty-two years on his property, 12423-30. Has spent during past ten years, £15,000 on improvements, about 5 per cent. being charged to tenants on outlay. Land Act has deterred some owners from improving, 12431-40. Explains system on which improvements are now made, and former system, 12441-49. Tenants charge their farms to provide for their families; such transactions are not acknowledged by landlord, 12450-56. Capricious evictions rare, except on properties of middlemen, 12457. On fall of middlemen's leases the occupiers are accepted as tenants, 12458-60. Leases not sought for since Land Act; covenants in old leases against sub-division not enforced, 12461-64. This and other large estates let at about the Government valuation; the valuation is unreliable; good land valued too low, 12465. Poor land too high, 12466-70. Explains system of valuation for rent, 12471-75, 12595-97. Fewer improvements made of late, owing to Land Act and high price of cattle; tillage land must be drained, 12476-82. Describes operations of Waste Land Company; money spent which proved unremunerative; the tenants unable to pay the rents; the houses built by Company now in ruins; the land has reverted to its original state. Rent paid by the Company was high; contrasts condition of this estate with his own land adjoining, which the tenants are reclaiming by degrees, 12483-521. The only method of reclamation is to let the tenants do it, 12522-24. Condition of small landowners who have recently purchased, 12525-34. Change in law required to provide that farms shall descend to one member of family; explains difficulties that arise in case of intestates owing to Land Act having limited landlord's control, 12535-50. Incumbrances on tenants' interests undesirable, 12550. Cases of litigation between claimants of farms, 12555. Costs in land cases are excessive. Case showing difficulty of proving whose expenditure has improved holding; presumption should be in favour of landlord. The law encourages unreasonable claims, 12556-63. Litigation encouraged by professional men; arbitration would be preferable, 12564-67. County-cess usually paid by tenants, 12568-71. Increased indebtedness of farmers since

Land Act, evidenced by Stamp Office returns, 12572-74. Contrasts ejectments before 1867, with three last years, and explains evictions during last nine years on his estate, 12575-85. Cases of tenants' farms changed voluntarily explained, 12588-91. Unoccupied land would let at higher rate than the tenants pay, 12593-94. Objects strongly to extension of Ulster custom; it would not injure him pecuniarily, but would deprive him of power over his estate, 12598-12608, 12615-18. Tenants would object if Ulster custom led to increased rents, 12609-14, 12621. Arbitration on rents impossible, 12619-20.

Mannion, Mr. James, Tully, Co. Sligo; Tenant Farmer.—Sligo.

His farm is too highly rented; offered a lesser rent, which was refused, and process served by the agent, 12622-40. Has other land; describes condition and gradual increases of rent, 12641-62. Buildings were made by tenant, 12663-57. Rent formerly paid by seaweed, which has been taken from him without reduction of rent, 12669-72. No turf on land, 12674-76. Rent higher than valuation, 12677-79. Reduction offered by landlord insufficient, 12682. Account of crops, prices, and stock on farm, 12683-95.

Mannion, Mr. John, Tully, Co. Sligo; Tenant Farmer. See Mannion, James.—Sligo.

Hart, Mr. Owen, Tubbernareen, Co. Sligo; Tenant Farmer.—Sligo.

Complains of high rent of his father's farm; he was turned out of another farm, and his own was let by competition, and is higher than adjoining farm, 12696-712. Is unmarried, having no way of living to get married; deals in cattle, 12715-16. House repaired and offices built wholly by tenant, 12717-720. The land is poor; could pay same rent as the other tenants, and would improve it, 12721-32. Abatement was given last year, and rent paid, 12734-38.

Young, Mr. John, Tenant Farmer, Attyduff, Ballyscanell.—Sligo.

Complains of excessive rent on Mr. Jones' estate; refusal of landlord to reconsider the rent; harsh management and miserable condition of the tenantry, 12744-12767, 12769-12775, 12783. Decline of kelp trade has reduced the value of the farms, 12768, 12779-81. Holds land from Sir H. Gore-Booth, who is an excellent landlord, and lets his land low, 12739-43, 12782. Mr. Jones refused to compensate him and take the land, and charges too high for turf, 12783-85.

Gilroy, Mr. John, Drumcliffe, Co. Sligo, Tenant Farmer.—Sligo.

Evicted many years ago; complains of loss of improvements and produce, 12786-801.

Hart, Mr. Michael, Tenant Farmer, Shancough.—Sligo.

Holds farms from three landlords, 12802-11. One farm, valued at £11 5s., at £20 rent, which is too dear, inasmuch as the land has been improved at his expense, 12812-21. Built the house on other farm, which is also too dear, and in excess of the valuation, 12822-29. Has no lease, 12830. Rents have not been raised for a long time, but were too high even in good years, and were complained of, but no abatement obtained, 12831-35. His three farms were originally on one estate, but were sold to different persons, one of whom increased the rent, 12836-40.

McDonough, Mr. Pat., Co. Sligo, Tenant Farmer.—Sligo.

Holds eighteen acres, of which rent has been increased from £27 to £42, 12841-44. Built on, improved, and reclaimed the farms without help from landlord, except a little time, 12848-58. Rent too high, 12859-61. Case of neighbour whose farm is similarly highly rented, though improved by tenant, 12862-68. Rents have been regularly paid till now, 12869-70. Bad crops owing to bad seed, 12871-81. Lime of little use for manure, 12882-85.

M'Loughlin, Mr. Michael, Tenant Farmer.—*Sligo*.

Holds a farm valued at £13 15s. at £29 rent; complains of increase of rent, and legal proceedings to recover rent, 12886–99.

Conlon, Mr. Patrick, Tenant Farmer.—*Sligo*.

Hands in schedule showing rents and valuation of farms on estates of Messrs. Thompson and Howley, 12900. Landlords are to blame for the disturbances; they are absentees; rents have been increased owing to tenants' improvements, and are excessive, 12901–12920.

M'Nanus, Mr. John, Barony Constable, Collooney, Tenant Farmer.—*Sligo*.

Holds 300 acres from two landlords; 240 acres held by lease, 12925–38. His own rent is fair, 12939–46. Has improved his land, relying on the custom of the estate; built a house costing £600, without help from landlord, 12947–12951, 12953–56. Landlord gives assistance towards buildings, 12952. Rents are excessive on some of the smaller estates; tenants continually in debt owing to high rents, 12958–67. Rents punctually paid, although too high, before the present depression, 12968–12972. Government valuation in places is high enough for rent, 12973–12977. Williams' estate highly rented, but much employment given, 12977–80, 12993. Farmers would be satisfied with an independent valuation, 12981–83. Dolan's property highly rented, 12983–85. No use to make poor tenants proprietors, 12986–88. Mountain pasture taken from tenants, 12989–92. Sale and charging of holdings not allowed without consent of landlords, 12994–96. Rents on Cooper estate moderate, 12997–99. Condition of labourers in district is good, owing to public works, 13000–4.

M'Kenzie, Mr. Charles P., Collooney, Sub-Agent.—*Sligo*.

Sub-agent on O'Hara's property of 22,000 acres; agent being non-resident, 13005–09. Free sale of holdings allowed; average price from six to eight years' purchase, 13010–17. Farms are from ten to twenty acres, and too small for farmers to live on, 13019–22. Few improvements made, 13024–25. No evictions for twenty years, 13027. Rents are moderate; landlord lays out money without charging interest, employing many tenants, 13029–39, 13045–13054. Tenant-right on O'Hara's estate is like that in the North, 13040–44. Landlord is resident, rents moderate, people contented, 13047–49. Farming needs improvement; houses generally good, being partly built by landlord, 13050–54.

Errington, George, Esq., M.P. for Co. Longford.—*Sligo*.

Mentions case of Jessop estate, the harsh and oppressive management of which has been productive of outrages; murder of bailiff Flynn, shooting of Cusack in Dublin, 13055–60. Cases of evictions; refusal of rents when tendered, keeping tenants in a state of unsettlement; harsh enforcement of penal rents, 13061–67. Increase and harsh enforcement of rents, and evictions on Annaly estate, 13068–70. Suggests creation of a Land Court to fix rents on basis of prices of produce, to give security of tenure and right of sale to tenants, to value for taxation, and to purchase estates for resale to tenants, 13071–74. Condition of migratory labourers in West makes amendment of Poor Law necessary, 13075–79. Relations of landlord and tenant in Longford are in general satisfactory, 13080–82.

L'Estrange, Christopher, Esq., Counties Mayo and Sligo, Land Agent.—*Sligo*.

Manages property in Mayo and Sligo; most of it very poor, and rents badly paid; some tenants afraid to pay, 13083–89. No tenant-right exists; limited sale of farms permitted, subject to landlords' control, 13090–101. Increase of rent by middlemen, 13003. Ejectments rare, except to compel payment of rent; none brought this year, 13104–08. Has given abatements on account of

the distress, 13109–12, 13158–63. Leases are rare; have been declined by tenants since Land Act, partly owing to objectionable covenants, 13103–120. Land Act has given satisfaction to tenants; they complain of rents as too high. Valuation has been fairly made; no charge for reclaimed land; rent generally one-fifth to one-sixth over tenement valuation, 13121–27. Assistance given by landlords for building discontinued since Land Act, 13128–32. Government valuation uneven, 13133–35. Rents rarely raised, 13135–37. Arterial drainage required to promote reclamation; much land reclaimed by tenants, who are not charged for it, 13138–47. Difficulty of ascertaining a fair rent; arbitration with appeal to a Land Court might be introduced, 13148–57. Outlay by landlords on estate improvement on main drainage and buildings, 13164–66. Houses bad, and with few exceptions, thatched; farms small in general, 1367–70. Agitation has led to non-payment of rent, 13171–74.

Boyle, Mr. Patrick, Dunfour, with *Nicholson*, Mr. Michael, and others, Tenant Farmers.—*Sligo*.

Gives list of tenants who complain of excessive rents on estate of Sir H. G. Booth. These rents were fixed by a middleman, and have not been reduced, 13175–83, 13193–96. No agent employed on estate, 13184–85. Improvements made, reclaiming and building, 13186–90. Tenants are fishermen also, 13191–92. Would like to have farms fairly re-valued; the rents are too high, the lands boggy, and subject to flood; turf obtained at a distance, 13197–211. Sale of farms has been permitted lately, 13212–15. Has no complaint except as to rent, 13216–18.

Shanley, Mr. Thomas, Curgullian, Co. Roscommon, Tenant Farmer.—*Sligo*.

Holds lands from Sir Gilbert King, 13219–22. Has no complaint to make, 13221. Rent has been raised six times since 1848, 1322–27. Valuable improvements made on farm by tenant make it cheap at increased rent. Protection needed for the industry of tenants, 13230–40.

Healy, Mr. Patrick, Ballyconnell, Co. Sligo, and others, Tenant Farmers.—*Sligo*.

Complains on behalf of self and other tenants on Gethin estate of high rents, 13241–9. The land reclaimed and built upon by tenant is not worth the rent, 13249–62. Has no other means of living, 13250–63, 4.

Corritty, Mr. Patrick, Ballyconnell, Co. Sligo, Tenant Farmer.—*Sligo*.

His rent too high, 13265–67.

M'Loughlin, Mr. Patrick, Ballyconnell, Co. Sligo, Tenant Farmer.—*Sligo*.

Rent too high. Abatement of 25 per cent. given. Pays 4s. 2d. in pound for seaweed, 13268–72.

Gillan, Mr. Peter, Kiltagh, Co. Sligo, Tenant Farmer.—*Sligo*.

Rent too high. Land reclaimed by tenant, 13273–78. Bought the land from preceding occupier, but the landlord took away best part of the farm and charged a high rent for the rest, 13279–83.

Waters, Mr. Daniel, Ballyshannon, Co. Sligo, Tenant Farmer.—*Sligo*.

Is tenant to John Sullivan, an absentee. His rent has been raised owing to improvements made by self, 13284–90.

Hannigan, Mr. John, Kiltagh, Co. Sligo, Tenant Farmer.—*Sligo*.

Holds 6½ acres poor land, which he has much improved. The rent has always been too high, 13291–98. Gives particulars of other tenants' holdings and condition on same estate, 13299–306.

Higgins, Mr. Charles, Mount Temple, Co. Sligo, Tenant Farmer.—*Sligo*.

Holds a farm on estate of Hon. Evelyn Ashley. Complains of high rent and attempts to increase it, 13307-21. Prices are low and uncertain. Government valuation is too high, 18322-31.

M'Intyre, Mr. Hugh, Grellagh, Co. Sligo, Tenant Farmer.—*Sligo*.

Farmer on Hon. Evelyn Ashley's estate. Holds a fishery also. Does not complain much of his own rent, 13332-36. Complains of rents being raised by purchasers in Landed Estates Court where tenants have improved the land, 13336-46. Insecurity deters tenants from improving, 13349-50. Reclamation on Palmerston estate has been remunerative, 13351-54. Improvement loans should be made to tenants, 13355-58. Free sale, fair rents, and security wanted, 13359-60. High rents make saving impossible. Prices are low, and there is no fishing. Tenants earn money at English and Scotch harvest. The young are emigrating, 13360-62. Cases of agent requiring tenants to borrow from bank to pay rent, 13363-66.

Million, Mr. William, Knocknarea, Co. Sligo, Tenant Farmer.—*Sligo*.

Holds land from three landlords; hands in table showing rents and valuation of several farmers, and complains of rents being too high, 13367-78. The agent has taken the prime of the estate into his own possession, 13388-92. No other means of living; prices low, 13394-95. Improvements made wholly by tenants; the Land Act does not prevent unjust increases of rent, 13396-402. Cases of increases of rent owing to tenants' improvements, 13402-407. Sale of tenants' interests not allowed, 13408-11. Leinster leases forced on tenants; they are yearly leases, 13412. Case of tenants dispossessed by Mr. Walker, who took the farms into his own hands, 13413-17. Wants fixity of tenure, fair rents, and power of sale, 13118-19. Prefers a peasant proprietary, and thinks tenants could provide part of the purchase money, 13420-24. No distress for rent since Land Act, 13425.

Hunt, Mr. Denis, Brecogue, Co. Sligo, Tenant Farmer.—*Sligo*.

Gives particulars of his farm of ten acres, 13378-79. Is tenant on Erne estate; complains of rack-rent and increase of rent on fall of lease, and high valuation of farm which he has improved, 13437-44. Would like to purchase farm; would endeavour to do so if he held at a fair rent, so that he might save, 13445-46. Sale of tenant-right is limited on Erne estate, to detriment of tenants, 13446-50.

Cunningham, Mr. Andrew, Knocknarea, Co. Sligo, Tenant Farmer.—*Sligo*.

Complains of rent being too high; of exaction of fines and dispossession of tenants, 13380-88. Complains of unreasonable ejectment of self and others on Mr. Blake's property, 13426-33. Excessive rents exacted on Barrett's estate, 13433-36.

Keeney, Mr. John, Brecogue, Co. Sligo, Tenant Farmer.—*Sligo*.

Tenant on Erne estate, 13452. Complains of high rent and increase on farm which he has improved; abatement of ten per cent. given last year, 13453-62.

Flynn, Mr. Michael, Ballure, Co. Sligo, Tenant Farmer.—*Sligo*.

Tenant on Gethin estate, 13464. Complains of high rent and loss of privileges formerly enjoyed, 13465-72. A lease forced upon him which he thinks will deprive him of benefit of Land Act, 13473-77, 13485-90. Has reclaimed and improved farm; the soil is bad, and burns up, 13479-80. Landlord makes no improvements, 13481. No payment made on entering farm—he inherited it from his father.

Gilgan, Mr. James, Ballure, Co. Sligo, Tenant Farmer.—*Sligo*.

Rent of his farm on Gethin estate is too high; land improved by tenant, 13491-98. Privileges taken away, 13514. Gives particulars of land taken from his uncle on Wynne's estate, no reduction being made in the rent, 15510-12. No complaint of the present Mr. Wynne, except that the rents are all too high, 13512-14.

Hargaden, Mr. Patrick, Tully, Co. Sligo, Tenant Farmer.—*Sligo*.

Tenant on Wynne's estate; rent too high; land poor, and burns up, 13499-502, 13506-09. Bog and timber given free to tenants, and county cess paid for them in 1879, 13503-05.

Ward, Mr. Myles, Aughamore, Co. Sligo, Tenant Farmer, and others.—*Sligo*.

Complains of high rent for poor land on Carroll's estate, 13515-29. Carroll is an absentee; does not know agent's name, 13530-32. Potatoes good this year, 13535. Rents paid last year on being processed for it, 13535-39.

Gallagher, Mr. Charles, Aughamore, Co. Sligo, Tenant Farmer.—*Sligo*.

Complains of high rents on Carroll's estate, and injury done by flood from lake, 13522-29.

M'Clean, Mr. Thomas, Carnamadda, Co. Sligo, Tenant Farmer.—*Sligo*.

Complains of high rents on Barrett's estate, 13540-50. The land is bad, but has been improved by tenant, who removed rocks and stones, 13551-57.

M'Loughlin, Mr. Thomas, Carnamaddy, Co. Sligo, Tenant Farmer.—*Sligo*.

Rent of farm on Barrett's estate is twice too high, 13558-64. Taxes high, 13566. Sale of tenant-right permitted, 13567-69.

Jordan, Mr. Michael, Co. Sligo, Tenant Farmer.—*Sligo*.

Complains of high rents of his two farms; rent increased by present owner on purchase, 13570-80. No improvements made except by tenant, 13582-85. Would neither take a lease nor buy at present rent, 13587-88.

Devaney, Mr. Patrick, Co. Sligo, Tenant Farmer.—*Sligo*.

Rent of his farm is too high; increased ten years ago, 13611-12. Would not take a lease for ever at present rent, 13589-95, 13599-600. Lives by road contracting, 13596-97. If lands revalued now, would be reduced, 13611-2.

Taggart, Mr. James, Co. Sligo, Tenant Farmer.—*Sligo*.

Rent of his farm, which he has improved is too high; was promised, but never got compensation from landlord, 13601-610, 13613-14, 13616. Rent paid for last year, 13615. No other means of living, but the land, 13617.

Hart, Mr. James, Rusheen, Co. Sligo, Tenant Farmer.—*Sligo*.

Rent of his farm on Tenison estate is too high, 13618-24. Got insufficient compensation, and no reduction of rent for land taken by railway, 13625-30. Valuation of farm includes improvements made by tenant, 13631-38. No change in rent since 1850, 13639-40, 13642. Sales of farms permitted with consent of agent; case of purchase and depreciation of tenant-right, 13643-47.

A.B., Ballysodare, Co. Sligo, Tenant Farmer.—*Sligo*.

Complains of high rents and estate rules, 13648-53. Cases of rent increased on change of tenancy by purchase of tenants' interest, 13504-71. Tenant-right would not sell as high as when he bought, 13672. The land has been improved by fencing and open drains, 13673-77. Tenants might all improve if they got facilities, 13679. Open drains preferable to under drains, 13680.

A.B., Carroquin, Co. Sligo, Tenant Farmer.—*Sligo*.

Complains of high rent imposed by middlemen, and continued under present owner, 13681-91, 13697-703. Received an abatement last year,

A.B.—continued.

13692. Pays for seaweed for manure; turf has to be brought fourteen miles, 13693–96.

O'Connor, Peter, Esq., Cairnsfoot, Co. Sligo, Landowner.—Sligo.

Owner of 5,000 acres in county Sligo, 13704–05. Permits sale of tenants' interests without limit of price, giving lease for thirty-five years to purchaser, 13706–11. Approves of free sale, 13712. Right of sale frequently allowed in county Sligo, 13713–14. Increase of rent on sale, 13715–16. Leases occasionally given; building leases for ninety-nine years, 13717–21. Circumstances and condition of leaseholders, 13722–23. Government valuation uneven, rent varies from five to twenty-five per cent. over the valuation, 13724–36. Persons having charges on property should contribute towards poor-rate, 13724–25. Particulars of improvements made on his property during the past twenty years at cost of £8,000. Explains nature of improvements made by tenants, and his view of what would be fair under such circumstances, 13735–45. Only five ejectments since 1850; no land cases; rents fairly paid last year, 13747–49. Recommends and explains scheme of emigration of families from over-peopled districts, 13750–58. Explanation of complaints made by tenants of high rents, 13759–66. Particulars of estate purchased at request of tenants who took leases for thirty-one years, 13767. Subletting should be prevented, 13768. Peasant proprietary, if farms are suitable, is desirable, 13769. Discontent has recently arisen among farmers, 13772–73. In distress, tenants should be employed on their own farms, 13770–71 13774–75.

McKenna, Eugene, Rev., C.C., Enniskillen, Co. Fermanagh.—Sligo.

Acquainted with relations of landlord and tenant in Monaghan, Tyrone, and Fermanagh, 13776–79. Tenant-right generally exists subject to limitations, 13780–82. High rents have rendered tenant-right valueless; case of this; and oppressive covenants in lease on estate of Collum, an absentee, 13783–95, 13896–918. Rent raised repeatedly owing to improvement by tenant, who was compelled to take lease, 13796–805. Cases where landlords have altogether done away with right of sale, 13809–16. Limited tenant-right exists on large estates in Fermanagh; tendency of landlords to deny it, 13817–21. Instances of land cases showing expense and uncertainty of litigation, and insufficient protection afforded, 13822–36. Insecurity prevents improvement, 13837–40. Cases of tenants refraining from spending money on their farms for fear of rent being raised, 13841–49. Security would make the people loyal, 13850. Knows purchasers of Church lands; they are improving; their farms were small, 13851–58. Instances of rent-raising, 13859–84. Condition of labourers; their houses bad; generally hold some land; many are farmers' sons, 13885–95. Case of increase of rent on townparks near Enniskillen, and failure of arbitration to settle dispute, 13919–29.

Martin, Mr. John, Drumlone, Lisbellaw, Co. Fermanagh, Farmer and Miller.—Sligo.

Farmer and owner of flax, corn, and saw mills, 13930–34. Describes custom of sale on J. G. V. Porter's property; his limitations and rules are unreasonable, 13935–43. Arbitration on Sir V. Brooke's estate, 13943–49. Tenant-right custom encroached on since Land Act, 13950–53. Cases of increased rents and oppressive covenants enforced by notices to quit, 13954–55. Tenant should be entitled to compensation on surrender; increases of rent are destroying tenant-right, 13956–61. Tenants unwilling to take leases lest tenant-right should be extinguished, 13962–63. Rents generally high, and tendency to increase them, 13964–65. Has spent £1,000 on his farm; all tenants on the estate have received notices to quit for the purpose of raising

rents, 13966–69. Agreements forced on tenants through fear of eviction, and payment of "hanging gale" enforced, 13970–72. Liability to increase of rents prevents improvement, 13973–78. Want of security for outlay on mills and workers' cottages, 13979–82. Land Act unsatisfactory and insufficient to protect the people, 13983–85.

Tute, Mr. William Clifford, Sligo, Stamp Distributor.—Sligo.

Gives return showing gradual increase in ejectment processes, 13986–98. Great indebtedness of small farmers to traders and money-lenders indicated by stamps issued, 13999–14009. Fraud on Revenue practised by serving copy processes without taking out originals, 14010.

Heron, Mr. William, Doonamurray, Co. Sligo, Farmer and Surveyor.—Sligo.

Superintends outlay of Board of Works loans, and values tenants improvements, 14011–17. Valued Colonel Cooper's estate for rent, increasing the rental about one-twelfth, 14018–21. Government valuation too low on good land; too high on bad, 14022–24. Evictions rare, 14025–27. Difficulty of re-arranging and improving farms where rundale exists, 14028–32. Credit system ruining the country; instance of sheriff's sale of debtor's farm, 14033–37. Eviction for subletting and two land cases on Colonel Cooper's estate, 14038–41. Land Court satisfactory to tenants, 14042. Overcrowding on properties of middlemen, and impossibility of people prospering where over-population exists, 14043–47. Farmers won't adopt system of house-feeding cattle, 14048–50. Farmers holding at low perpetuity rents, and peasant proprietors worse off than yearly tenants, 14051–55. Standard of living too low, 14056–57. Much waste land irreclaimable. Disinclination of farmers to drain and improve their farms; tillage farming unprofitable, 14058–60. Tenant's improvements not confiscated on large estates, 14061–63. Ordnance map should be received as evidence, 14064–67. Suggestions as to alteration of existing scale of compensation for disturbance, 14068. Appointment of agricultural assessors and valuation by arbitrators, 14069–75.

Canley, Mr. F. P., Gurteen, Ballymote, counties Sligo, Mayo, and Roscommon, Farmer, Surveyor, and Valuer.—Sligo.

Complaints of rent-raising spring from the action of small proprietors, and recent purchasers; no complaint on large estates, 14076–80. Lenient management of The O'Connor Don's property; since sold, 14081–83. Leases should be granted on properties sold in Land Courts, 14084. Case of arbitration to settle rents on Miss Molloy's property, 14085–90. Want of capital and intelligence are the causes of bad farming and complaints of high rents, 14091–92. Case of townpark holding at Elphin taken up by landlord, 14092–97. Case of high rent demanded in County Mayo, and interference of Land League, 14098–103. Case of increase of rent based on tenant's improvements showing insufficiency of Land Act, 14104–06. Expenses and difficulties of Bright Clauses, 14107–8; few tenants could provide one-fourth purchase-money, 14109–10. Expropriation of landlords undesirable, 14111. Cases of high rents imposed; expenses and worry of litigation, 14111–14. Suggestions as to changes in law to afford security of tenure at fair rents, 14113–16.

King-Harman, Col. E. R., Rockingham, Boyle, Co. Roscommon, Landowner.—Sligo.

Is a resident landlord, and owner of 72,572 acres valued at £40,100, and let a little lower than valuation, 14117–20. Explains custom corresponding to Ulster tenant-right that prevails on his estate, 14121–35. Practice as to improvements varies, the landlord in some cases doing all, in other cases assisting tenants, or letting reclaimed bog at a nominal rent, 14136–56. Improvements by tenants

King-Harman, E. R.—continued.

directed by surveyor; sometimes inefficiently done, 14157-62. Landlord has a veto in case of sale, and limits price, 14163-68, 14175-80. Land Act has worked well; cases of injustice or capricious eviction rare; disapproves of giving County Court Judge veto on notice to quit, 14169-74. Local bankruptcy courts required to deal with the great indebtedness of farmers, the landlord having prior claim for one year's rent only, 14181-88. Plan of arbitration with appeal to a land judge, 14189-94. Agricultural tenants should practically have perpetualities subject to fair revision of rents, 18195-200. Favours the principle of peasant proprietary, but those cases where it has been tried within his experience have turned out badly; would like to see it tried in selected cases, 14201-18. Security at fair rents is what most intelligent tenants want, 14219-22. His father laid out £40,000 on estate, £5,000 already laid out by himself; £60,000 being expended, 14223, 14228. The Land Committee will furnish accounts of outlay by landlords, 14224-27. Landlord reasonably entitled to share in improvements made by tenant reclaiming waste land, 14229-33. No large tracts of waste lands on estate, 14233-34. Rents moderate, and have only been raised on fall of leases, 14235-38. Tenants of middlemen rack-rented, and treated oppressively, 14239-43. Right of sale has grown up since Land Act, 14244-45. Rents badly paid last year; employment and seed given to tenants, who are now inclined to pay, 14246-53. High rents charged by farmers for con-acre, 14253-57, 14262-64. Labourers' houses very bad; wages low except at harvest time, 14258-61.

Davys, Mr. Cochran, Sligo, Solicitor.—Sligo.

Is Solicitor to Grand Jury, and largely employed by landlords, 14265-68. Sale of holdings rarely allowed, and then with covenants to protect landlord; disapproves of right of sale, 14269-71. Few changes of tenancy take place; no cases of capricious evictions, 14272-73. Cases of evictions for unreasonable conduct of tenants, 14273-74. Cases of harsh eviction by a member of the Land League, and by middlemen, 14274-75. Instance of property highly rented; tenants refused to have a revaluation; rent raising seldom occurs, 14276-82. Farmers deeply in debt to banks and shopkeepers, who have been pressing them for payment, 14283-87. Particulars of evictions in county Sligo since 1872; few are carried out, 14288-92. Agitation has made the tenants regardless of law, 14293. Cases of hardship arising from law as to administration in case of intestates, 14294-96.

Gore-Booth, Sir Henry W., Lisadill, Co. Sligo, Landowner.—Sligo.

Owner of 24,000 acres managed by himself, 14297-300. Rules as to succession to farms, 14301-03. Rent of tenants who complained is not excessive, though higher than rest of estate, and was abated last year, 14304-08. Has lately allowed sale of tenants' interests subject to restrictions, 14309-14. No evictions except for non-payment; rental of estate less than Government valuation; rents seldom raised, 14315-18. Contributes towards improvements made by tenants without charging interest, 14319-20, 14322-25. Land Act has not increased number of leases given, 14321. Is in favour of legislation enabling tenants to purchase; would gladly sell entire townlands, but not separate farms, 14326-31. Restrictions necessary against subdivision, 14331-32. Family quarrels frequent, 14333. Want of industry characteristic of Irishmen, 14335-38.

Olpherts, Francis M., Esq., Mountshannon, Cos. Sligo and Leitrim, Land Agent.—Sligo.

Agent for several proprietors in Sligo and Leitrim, 14339. Limited sale of holdings allowed, 14340-47. Evictions very rare, 14348-51. No improvements

made by tenants except farm buildings, 14352-55. No revaluation of estate except on part held under bishop's lease, 14350-56. Cases of tenants declining to purchase their farms, 14364-67. Purchasers of Church lands badly off, 14368-71. Hesitation of tenants to answer queries of Land Commission, 14372. Estates he manages moderately rented and has been improved by landlords, 14372-75.

Hanlon, Mr. Lanty, Lettermacaward, Co. Donegal, Tenant Farmer.—Donegal.

Tenant of Deazley, an absentee, who bought part of Connolly estate, 14376-85. Rent raised after sale from £24 to £41, 14386-95. Buildings and improvement of land made at tenants' expense, except estates given by Mr. Connolly—no allowance or abatement given by present owner—improvements discouraged by rent raising, 14395-411, 14439-40. Rent higher than Government valuation, 14412-15. Free sale allowed, 14416-23. Turbary charged for, 14424-33. Recent depreciation of tenant-right, 14434-38. Increase of rent submitted to for fear of ejectment, 14445-48. Land Act has not increased tenants' security, 14449. Anxiety of tenants to retain their homes, 14450. Government Valuation would be a fair rent, 14453-59. Hanging gale has been paid up, or struck off, 14464-71. Tenants have fixity of tenure, and free sale, but not fair rent, 14472-77. Tenants would endeavour to buy their farms if they had an opportunity, 14478-81. Instances of increase of rents on labourers' holdings, and small farms, 14486-502.

McGinty, Mr. Hugh, Finnybawn, Co. Donegal, Tenant Farmer.—Donegal.

Holds nine acres from Lord Arran and complains of rent having been raised twenty years ago—fear of dispossession made tenants agree to increase, 14503-18, 14540-42. Houses built and land reclaimed wholly at tenants' expense, 14519-31. Government valuation lower than rent, 14532. Free turbary on Arran Estate, 14534-39. No abatement of rent during distress, 14543. Tenant-right on Arran estate has been destroyed by rule that twenty-five per cent. should be added to rent on sale of farms, 14544-14555. Inability of tenants to pay present rents out of their farms, 14555-60.

Thomas, Mr. Francis, Birchhill, Co. Donegal, Tenant Farmer.—Donegal.

Tenant of ten acres on Arran estate, 14561-62. Particulars as to successive increases of rent enforced by notices to quit. The rents are excessive, 14563-65, 14571-81. Improvements all made by tenant, 14565-71, 14587. No evictions except for non-payment of rent, 14582. Increase of rent has destroyed tenant-right, 14583. Government valuation lower than rent, 14584-85. Fraud committed by former agent of Arran estate, 14588-89.

Smullen, Mr. James, Donegal, Co. Donegal, Hotel-keeper and Farmer.—Donegal.

Holds several farms by lease, and as a yearly tenant, 14590-97. Complains of increase of rent on farm purchased from agent of Arran estate, 14598-603. Improvements made wholly by the tenants, 145604-06, 14609, 14619-25. Rule of adding 25 per cent. to rent on sale of farms has destroyed tenant-right, 14606, 14626-27. Rents are higher than Government valuation, 14610-12. Has no lease, and would not take one at present rent, 14617, 14628-29. Exclusive of tenant's improvements, farm is not worth rent formerly paid, 14630-31.

Gallagher, Mr. Hugh, Drumlonogher, Co. Donegal, Auctioneer.—Donegal.

Explains injury done to tenantry on Arran estate by adding 25 per cent. to rent in case of tenant-right sales, giving instances, 14632-43. Free sale allowed on Hamilton's estate, adjoining, 14644-47. Limitations on sale of tenant-right on estates of

Gallagher, Hugh—continued.

Lord Conyngham, Brooke, and Murray-Stewart, 14648-55. Increase of rent on Arran estate checked improvements, 14657-59. Embroidery and knitting done by farmers' families, 14660-62.

M'Gaharen, Mr. John, Drumlonagher, Co. Donegal, Tenant Farmer.—Donegal.

Explains circumstances of farm purchased on Arran estate in 1873, the rent of which was raised 25 per cent. in accordance with office rule lately introduced, 14663-78.

Kelly, Mr. James, Killymard, Co. Donegal, Farmer and Miller.—Donegal.

Is a tenant on Murray-Stewart estate, and complains of increase of rent on his purchasing a farm in 1876 from his father-in-law, 14679-96. House built and land much improved by tenant, 14697-701. The farm is held as an accommodation, being near the town, 14702-03.

Hamilton, James, Esq., Brownhall, Ballintra, Co. Donegal, Landowner.—Donegal.

Owner of an estate of £2,000 a year; is agent to his father, and was formerly agent of Conolly's estate, 130,000 acres, 14704-709. Resigned the agency in consequence of being asked to collect the running year of rent, 14710-12. Rents on Deazley's property were low, having been reduced in famine year, 14714-15. No part of Conolly estate bought by tenants, 14716-17. Tenantry cannot prosper on small farms, 14719-20. No real improvements made by tenants, 14721-23. Assistance to build given by landlords, 14724-28. Explains custom as to rent of land let for reclamation, and difficulty of improving farms held in rundale, 14729-37. Tenant-right prevails everywhere in Donegal, 14739. Capricious evictions rare, 14740. Raising rent on sale of farms does not work fairly; explains his practice as to fixing of rent, 14741-46. Objects to landlord being made liable to county cess on holdings under £4 rating, and to new buildings being rated, 14747-49. Full power over game and turbary should be given to the landlord, 14750-58. Explains difficulty and hardship of the law as to succession to farms arising from the landlord's control being limited, 14759-67. Tenant-right on termination of lease should not be recognized where it did not exist at commencement, 14767-76. Great want of employment; small holders go to England and Scotland for harvest, 14778-80.

Hammond, Mr. William, Bridgetown, Co. Donegal, Merchant and Farmer.—Donegal.

Holds 150 acres from several landlords, 14783-87. Holds two farms from Major Knox, one a tenant right farm, the other for grazing 14788-14795-800. Has improved by draining, fencing, and manuring, and with all other tenants on estate has been noticed to pay an increase of rent, which would destroy his interest, 14790-93, 14800-20. Tenants have no complaints, and are doing fairly on Connolly and Hamilton's estates, 14821-26.

Davis, Mr. James, Donegal, Co. Donegal, Farmer.—Donegal.

Holds some freehold land, and four acres as yearly tenant from Lord Arran, 14827-28. Complaints of successive increases of rent on farm held from Lord Arran, the land having been improved by tenant, 14829-34. Landlord's claim that the holding is a townpark disputed, 14838-39. Complaints of increase of rent of farm on Murray-Stewart's estate, and unreasonable conduct of landlord with reference to improvements, 14840-46.

Jackson, Mr. Joshua, Donegal, Co. Donegal, Land Steward.—Donegal.

Has been superintendent of Arran estate for twenty-three years, 14847-51. Gives number of tenants, size of farms, and rents on Arran estate, 14853-59, 14873. Explains circumstances of revaluation of estate in 1857, successive increases of

rent, and introduction of rule to add 25 per cent. on sale of tenant-right, 14860-61. Instances of sale of farms in which addition of 25 per cent. was made to rent, 14862-72. Contrasts poor law valuation with rental 14874, 14878-81, 14916-17. Improvements generally made by tenants, 14875-77. Explains circumstances of increase of rent on farms of witnesses Davis, Smullen, and M'Gaharen, 14882-99. Improvements made by tenants lead to increase of rent, and insecurity prevents improvements; suggests as remedy thirty-one years' leases on fines equal to half year's rent, 14801-09, 14914. Land Act has not given sufficient security, 14910-13. Few evictions, except for non-payment of rent, 14915-16. Fair rents would satisfy most tenants 14918. High price of tenant-right leads landlords to increase rents, 14919.

Ward, Mr. John, Ballintra, Co. Donegal, County Cess Collector.—Donegal.

Is a farmer and sheriff's officer, 14920-21. Gives instances of rents being raised where tenants had improved their farms, and of excessive rents causing discontent and emigration, 14922-46, 14956. Rents have not been raised, and contentment prevails on the Conolly estate; high prices obtained for tenant-right, 14947. High rents and prohibition of sales make interference of legislature necessary, 14948; Government valuation uneven, too high on bad land, too low on good, rents generally above the valuation, 14949-55. Great indebtedness of tenantry owing to bad seasons, 14957-67. General increase of rent in 1878 on estate of Foster of Bellisle, 14968-72. Uncertainty of rent checks improvement, encourages idleness, 14973-74. Instances of ejectment for non-payment of high rents, 14975-79. Landlords endeavour to frustrate Act of 1870, 14980. Necessity for fixing rents impartially by arbitration, 14981.

Flaherty, Patrick, Dromore, Co. Donegal, Tenant Farmer.—Donegal.

Complains of successive increases of rent, 14982-83.

Flaherty, Edward, Dromore, Co. Donegal, Tenant Farmer.—Donegal.

Complains of increase of rent, 14984-87. Improvements made by tenant, 14988-89.

Thomas, John, Lough Eske, Co. Donegal, Tenant Farmer.—Donegal.

Rent of his farm on Brooke's estate is excessive; practice of raising rents on sale of farm, 14990-94, 14999-15000. Depreciation of tenant-right, and high price paid for his farm to secure right of way, 14995-98.

Morrogh, James, Donegal, Tenant Farmer.—Donegal. Complains of increase of rent on Arran estate, 15001-05.

Henderson, John, Donegal, Tenant Farmer.—Donegal.

Gives particulars of successive increases of rent on his farm held from Lord Arran and improved by self, 15006-15.

Cassidy, James, Donegal, Tenant Farmer.—Donegal.

Complains of successive increases in rent on Arran estate, 15015.

M'Caffrey, James, Donegal, Tenant Farmer.—Donegal.

Complains of successive increases of rent on Arran estate, 15015-16.

Doherty, James, Donegal, Tenant Farmer.—Donegal.

Rent of his farm on Murray-Stewart estate raised from £15 to £19; landlord gave him slates and timber; land drained by tenant, 15018-23.

M'Mullen, Timothy, Donegal, Tenant Farmer.—Donegal.

Rent of farm on Murray-Stewart estate raised; increase of rent on sale destroys tenant-right, 15024-28.

M'Gilligan, John, Donegal, Tenant Farmer.—Donegal.

His rent is £31 5s., Government valuation £22. Rent has not been raised, 15029-32.

Melly, Philip, Donegal, Tenant Farmer.—Donegal.

His rent is £40 4s. Valuation £30 10s. 15033–34.

Gillespie, William, Donegal, Tenant Farmer.—Donegal.

Injury done to tenants by losing their turbary. 15035–38. Open sale not allowed; addition of 25 per cent. to rent would make farm valueless. 15038–41. High rent and insecurity prevent improvement, 15042–46. Adjoining estate let cheaper than Murray-Stewart's, 15047–48.

Gallagher, Connell, Ballintra, Co. Donegal, Tenant Farmer.—Donegal.

Tenant on T. Hamilton's estate; rent increased from £2 10s. to £11 10s. Misunderstanding with agent as to reduction of rent on account of road made by tenant, 15049–55.

Monahan, Thomas, Ballintra, Co. Donegal, Tenant Farmer.—Donegal.

His rent is too high, and above the Government valuation, 15056–58.

Cassidy, James, Donegal, Tenant Farmer.—Donegal.

Rent of whole estate raised, 15060–63, 15068. No allowance given for drainage, 15063–65. No tenant-right, but sale of farm recently allowed, 15069–72, 15079. Much improvable land in district, 15073–78.

Faucett, Mr. Francis, Rockfield, Belleek, Cos. Antrim, Donegal, Fermanagh and Leitrim, Tenant Farmer and Landowner.—Donegal.

Is a landowner and tenant occupying 800 acres, 15081–83. Explains negotiations for obtaining a new lease of farm, difficulty as to rent, right to game, and securing his tenant-right interest, 15084–90. Had to surrender a farm on account of high rent demanded, 15091–94. Increase of rent on sale of farms on Tervan's property, 15095–96. Advantages of free sale on property which he manages in Leitrim, 15097–100. Necessity for a law to prevent rent raising, and protect tenants' improvements, 15101–05. Objects to restrictions on tenant-right recently introduced on Ely estate, 15105–07. Sub-division should be controlled, 15108. Reform of Grand Jury laws requisite, 15109–13. Discontent increasing, necessity for permanent settlement of land question, 15114–16. Improvement of Morley estate due to liberal tenant-right allowed, 15116–17. Tenant-right should attach to grazing lands if purchased, 15118. Government valuation is uneven, unreliable, and carelessly made, 15119. Disapproves of peasant proprietors; procedure for obtaining loans is complicated; purchasers of Church lands worse off than before, 15120–26. Waste land might be reclaimed by adding portions to existing farms, 15127–30. Protection should have been given to tenants on estates purchased in Landed Estates Court, 15130.

Moore, Mr. George, Ballintra, Co. Donegal, Tenant Farmer.—Donegal.

Holds two farms from Colonel Knox at rent of £77, 15131–35. Improved his land with consent of agent, and his rent is now to be raised. A general valuation of estate has been made, but on account of bad seasons increase has not yet been enforced, 15136–40. Increases of rent are destroying tenant-right, 15142. He and 20 other tenants received ejectments without notice on account of delay in paying rent, 15143–45.

Mullen, Mr. John, Tullyearle, Co. Donegal, Tenant Farmer.—Donegal.

Rent was increased 5 years ago, and is too high. landlord has spent nothing on farm. No turbary on estate, 15146–56.

Bourns, Mr. Robert W., Hatley, Carrick-on-Shannon, Co. Leitrim, Tenant Farmer, Valuator and Agent.—Sligo.

Farmer and land agent in Leitrim, 15157–62. Deterioration of land from wet seasons and want of

drainage should be met by allowing tenants to break up pasture land and borrow for land improvement from Board of Works, 15163–72, 15232–33. Peasant proprietary scheme necessary as a concession to excited public opinion, 15173–77. Instances of purchasers in Landed Estates Court raising rent, 15178–84. Rents should be settled by arbitration, 15185–87. Tenant-right custom might be introduced with advantage into his district. Control over estate should not be taken away from landlord, 15188–92. Agitation rather than bad crops is creating demand for land reform, 15193–95. Potato crop bad this year; other produce plentiful, with good prices, but owing to previous bad seasons farmers have not recovered yet, 15196–200. Instance of failure of peasant proprietor, 15201–7. Danger of subdivision great, 15207–10. Considerable emigration from his district, 15211–14. Evicted tenant forcibly reinstated, 15215–18. Much reclaimable land in his district, 15219–15226–29. Landlords have refused to permit reclamation since Act of 1870, for fear of being made liable to compensate tenants, 15230–31. Damage done by flooding of Shannon, 15234–37. Owing to agitation no rents paid this year in excess of Government valuation, which is considerably below usual rent, 15238–44. To carry out sale of farms to tenants suggests that they should pay an addition to their rents as an annuity for 35 years to landlord, 15245–48. Legislation should be in accordance with sentiments of the people, who are led to think that land should be "free" of rent, 15248–54.

Quinn, Rev. Andrew, P.P., Riverstown, Co. Sligo.—Sligo.

Hands in areas, rents, and valuations of sixty farms, showing that rents are high, and very much in excess of valuation, though not recently raised, 15255–58, 15330–36. During last four years farmers have become distressed owing to failure of crops and necessity of parting with stock, 15337–41. Farmers ready to pay a fair rent, 15343. Tenants want fixity of tenure, and have no desire to purchase their farms, 15349. Would be glad to invest any means they had in buying their farms, 15351. Rent of his farm, on which glebe house has been built at cost of £1,200, and which has been much improved, has been raised very much, 15351–64.

Connington, Mr. Michael, Turvough, Co. Sligo, Tenant Farmer and ex-Constable.—Sligo.

Holds a farm of thirty acres from a middleman, paying him a profit rent; entered farm without fine 15259–74. Knows county Sligo well, and considers Government valuation high enough for rent; case of townland let at 50 per cent. above valuation; so high that rent had to be abated, 15275–82. Complains of influence used at election times, 15351.

M'Goldrick, Mr. Andrew, Aghoo, Co. Sligo, Tenant Farmer.—Sligo.

Gives particulars of his own and other tenants rents, which are much in excess of valuation. Rents were raised twenty four years ago by former landlord, and he considers them too high, 15283–97.

Fowley, Mr. Hugh, Carrowkeel, Co. Sligo, Tenant Farmer.—Sligo.

Rent of his farm, for which he paid a fine, is too high, owing to failure of crops, and deterioration of land from successive wet seasons, 15298–305, 15313–18, 15347. Potatoe crop very bad this year, 15319–23. Farms bad and exposed, 15329–26. Does not know whether tenants are allowed to sell their interests; no one would buy now, 15327–28. Abatement of rent necessary to enable farmers to live, 15344–45, 15310–12. A fair rent is all the tenants want, 15348.

Carnegie, Mr. John, Fortland, Easkey, Co. Sligo; Tenant Farmer and Land Steward.—Sligo.

Tenant farmer and land steward to John Lloyd, Brinkley, 15365–15369. Complains of want of security on his farm where his interest is more than the landlord's, 15369–15377. Circumstances of his becoming tenant, 15379. Sale of interest not recognised, 15382, 15424. A great deal of reclaimable land on Fortland estate in owner's hands; most successfully reclaimed by Mr. Brinkley about fifteen years ago. Tenants have not succeeded; well qualified strangers ought; turf would have to be cut away; not beneficial to neighbourhood that turf should be cut rapidly, 15386–15401. Tenants get turf for own use free; charged for what they sell, 15402. Since Land Act tenants, especially lessees, improve more; less united action between landlord and tenants; tenants feel more, but not quite, secure; freedom at elections, 15403–8. Tenement valuation a fair rent, except on good lands, which are worth more, but it varies, 15413, 15434–6. Owing to wet seasons tillage land will require to be broken up to get rid of rushes, &c., 15414–9. Not many changes of tenancy; few evictions, 15421–8. Many tenants could pay one-fourth of purchase money of their holdings, but would prefer a settlement at a fair rent, 15429–33. Mr. Brinkley purchased shortly before Land Act and then raised rents, not since, 15440–2. If landlord or tenant thinks rents should be changed, he ought to be able to have sent down at own expense Government valuator to decide, 15445.

Healy, William, and six others, Lisbally, and Ballyscannel, Co. Sligo; Tenant Farmers.—Sligo.

Tenants on Major Jones's estate. Rabbit burrow on tenant's holding reclaimed and taken away by landlord without reduction of rent, 15447–51. Rents too high, fixed about thirty years ago, 15453, 15463. Seaweed charged for, 15457. Mr. Barbour was agent, Mr. Jones's brother is now, 15479.

McLaughlin, Brian, and three others, Tenant Farmers.—Sligo.

Tenants on Blake's estate. Rents raised twenty years ago, and leases forced by notices to quit on tenants, with fines, 15492–5.

Kavanagh, Francis, Ballymote, Co. Sligo; Tenant Farmer.—Sligo.

Tenant to Mr. Gethin. Produced agreement in which he covenanted not to claim compensation for payment to outgoing tenant, and to pay entire county cess, 15522–32.

Milmo, James, Dunalley, Co. Sligo; Tenant Farmer.—Sligo.

Tenant to Mr. Wynne. Under uncle's will succeeded to tenancy two years ago, and rent was raised, and is too high, 15533–50. Rent £38; Tenement valuation, £24 10s., 15557. Witness sublets, 15560.

Hughes, Stephen, Cleever-road, Sligo, Tenant Farmer.—Sligo.

Twenty years ago bought for £100 the goodwill of a £10 holding on Palmerston estate, believed with consent of landlord, and since then was not allowed to resell, 15562–79.

McLoughlin, Daniel, Ballyconnell, Co. Sligo; Tenant Farmer.—Sligo.

Witness and Peter Garvey deputation from Gethin estate to complain of high rents for bad land. Rents fixed about 1846, 15580–94.

Barbour, Mr. Francis, Dunfour, Co. Sligo; Tenant Farmer and Agent.—Sligo.

Holds under Sir H. Gore Booth. Used to be land agent for Major Jones, 15595–6. Rents on Jones' estate not high; land poor, but improvable, 15600–2. Tenants not charged for seaweed, 15604. Three quarters of an acre of rabbit burrow taken from a man by witness to be reclaimed, intended to return it, but ceased to be agent; tenant

pays old rent, it is a grievance, 15608–16. No complaint as regards his own landlord; witness had a lease, expended several thousands in improvements, and was given renewal at old rent, 15617–9. Landlords generally are fair; new purchasers are a curse, 15621. Some raise rents too frequently, and thereby stop improvements; on some estates no change. Tenants ought to have more industry and less whiskey. Landlords ought not to take whole value of tenants' improvements, 15622–7. Never knew an ejectment on Booth property. Too frequently in some cases, 15628–9. Confidence must exist between landlord and tenant to induce improvements, 15631–6. A good plan to have two arbitrators and an umpire to fix a fair rent when a dispute arose, 15637–8. Witness had a lawsuit with Major Jones to recover money spent in improvements by agent for landlord, 15643.

Kelly, Edward, Ballytibnan, Co. Sligo; Tenant Farmer.—Sligo.

Complains of too high rent on Palmerston estate, 15652–71. For a garden on Wynne's estate paid £6 a year. Served with notice to quit for voting, withdrawn. Place sold by Mr. Wynne, and purchaser ejected witness, who lost all his improvements, 15671–7.

Clarke, Mr. William, Sligo, counties Roscommon and Sligo; Land Surveyor, and Tenant Farmer.—Sligo.

Does Mr. Wynne's business among others, 15678–80. No complaint about own holding, 15681. James Milmo knew by custom of estate rent would be raised, and was glad to get the farm at it, 15684–91. Was consulted on Land Bill of 1870 as regards value of tenancies, and his figures were adopted; Milmo would get five years' purchase, 15692–3. Right of sale of interest allowed on Wynne estate to fellow-tenants, failing which landlord buys, 15694–15700. No evictions; rents well paid, 15701–2. Incumbered Estates purchasers most injurious, 15703. Rents on Sir G. King's estate reasonable, and well paid; farms tolerably large, 15705–8. Small farms the ruin of Ireland, 15708. Mr. Wynne's tenants improve; he helps with timber, 15713–6. Landlords do less since Land Act, 15717. Present tenement valuation unequal and misleading to many people; a revision of it would be most useful, 15720–4.

Crean, John, Esq., Ballina, counties Mayo and Sligo; Land Agent.—Castlebar.

Agent for Lord Arran's estate in Mayo and Sligo, 15725–6. Valuation of Arran estate in Donegal made by Brassington and Gale in 1855 on live and let live principle; amount of new rents to be raised by annual instalment, to be easy on the tenants—to whom, unfortunately, this was not explained; rents not too high for good times, 15729–38. An incoming tenant, by purchase, has rent raised twenty-five per cent., including cess, 15739. The 1855 valuation included what tenants' improvements existed, but they held the land without rise of rent for twenty-four or twenty-five years, 15740–41. When Lord Arran saw large prices given for tenant-right he raised rents on incomer to get his share of value of land, 15747–8. Lord Arran follows Land Act about county cess, 15750. Instances of rent in excess of valuation, 15754–8. Mayo estate comprises 23,600 acres, exclusive of leaseholds or fee-simple; rents about eighteen per cent. over valuation, 15759–61. Tenement valuation unfair for rent, fair for taxation, except in cases of mistake; differs in same townland, not uniform, 15762–7. No tenant-right exists on Mayo estate, 15769. No difficulty about rents until present agitation, 15771–3. In 1854 six or eight acres of cut-away bog given to each tenant, at 2s. 6d. an acre, to be reclaimed without increase of rent, 15778–83, 15814–7. Tenants holding at £1 an acre have relet in conacre at £3 or £4 for one year, 15783. Lord Arran has not improved since

Crean, John—continued.

Land Act, 15784. In twenty years before Act he spent £6,800 on Mayo estate, besides money borrowed from Board of Works; no interest charged to tenants, 15785-9, 15794-6. No particular cases of rent raising on tenant's improvements, 15790. Change of rent when new tenant unconnected with family comes in—not otherwise with new tenants, 15791-3. One eviction in last ten years; tenant who sold interest without approval of Lord Arran; payer of fine lost it 15797-9. Turf free for tenants' own use, 15800-3. Tenants' improvements are breaking up mountain land, open-draining, and fencing; Lord Arran has estate superintendents for tenants' assistance, 15803-9, 15817-25. Lord Arran supplies medical aid to his tenants, 15810-3. Very few changes in tenancies; about a dozen in twenty years, 15828. Out of 596 tenants, 408 pay less than £10 per annum, 15830. Tenants dislike taking leases on account of solicitor's costs, 15832-44. A great deal of reclaimable land on Lord Arran's lands, but tenants have grazing rights, and would object to reclamation unless for themselves, 15845-53. Much planting done by landlord, none by tenants, 15854-6. Landlord and tenant on very best terms until present agitation, 15859. There ought to be a general revaluation, and rents fixed thereon, 15864. Some tenants twenty-five per cent. over tenement valuation prosperous and pay well, while others under tenement valuation are a couple of years rent in arrear, 15865-70. Rents not well paid last year; ten per cent. abatement offered; both inability and unwillingness to pay existed, 15871-5. Lord Arran obliged to be absent as family residence leased before he succeeded, 15879.

Scott, James, Esq., Woodbine, Co. Mayo, Land Agent.—Castlebar.

Sir C. Gore's agent. Rental £10,000; 25 per cent. over tenement valuation, 15880-2, 15909. Sale of good-will allowed subject to approval of incoming tenant. Seven years purchase usual price, 15883-95. Not many leases; small tenants don't want them, and costs large. Since Land Act yearly tenancy more valuable, 15896-15908. Tenement valuation no test of rent. Unequal. Instance, 15910-3. No change of rents or tenancies lately on Gore estate, 15914-7. No actual evictions, 15918-21. Never distrained except where tenants voluntarily gave up crops, 15922-5. Very little improvement; done by both landlord and tenant, 15926. In last two years Sir C. Gore spent £2,340 in drainage; borrowed from Board of Works; tenants not charged, 15927-30. Tenants reclaim badly. Much reclaimable land on neighbouring estates in occupation of tenants, 15931-6, 15940-5, 15990-7. Poverty result of laziness, 15939. Tenants pay all county cess, 15946. Wishes for new valuation by agriculturists appointed by Government, 15948-9. Free sale ought to be allowed to tenants, 15950. Approves of free sale and fixity of tenure, 15950. Rents ought to be fixed by valuation. Change to be made by arbitration, with modification of Longfield plan, 15951. All tenants owe one and a-half years rent; abatement offered; intimidation against payment, 15952-8. Few tenants could pay any portion of purchase money for holdings. Peasant proprietary would ruin the country. Gombeen men would lend money and have tenants in their power, and would eventually resell land at high price. Consolidation of holdings would be advantageous if done properly, but in this way good would be replaced by bad landlords, 15959-78. An advocate for reclamation. Much could be done. Successful case, 15979-89, 16002-5. Labourers have cottage and garden as part wages, 16000-1.

Craven, Mr. John, Ballina, co. Mayo; Tenant Farmer.—Castlebar.

Holds grazing farms from Sir C. Gore. Lives on Captain Kirkwood's estate; 49 acres on Gore and

26 acres on Kirkwood estate, 16009-13. Kirkwood rents too high. Raised from £1 an acre (1849) to £1 17s. 6d. in 1850. Rent £48 15s.; tenement valuation £35 15s., 16014-25. Improvements made before and after change of rent, 16017, 16026-30. Sir C. Gore's rents rather high, 16033.

Tunny, Mr. James, Castlebar, Co. Mayo; Tenant Farmer and Shopkeeper.—Castlebar.

Tenant of Henry Jöynt. Land bad; rent too high, 16042-5. Sale of interest not allowed except in special cases. Case, 16052-61. Agent, Francis O'Donnell, tried to raise rent after purchase, 16062. Turf charged for on land held by tenants, 16063. Tenants ill-treated by agent. Instances, 16070-4. On taking of land by railway company landlord took tenant's compensation, 16076.

O'Brien, Patrick, Corrobeg, Co. Mayo; Tenant Farmer.—Castlebar.

Holds about ten acres, at £11 15s., from Sir R. Palmer, 16083-5. Rent raised, and striping injurious, 16086-8. Has improved; landlord has not. 16089. Fines from 5s. to £5 for undeclared office rules about whitewashing houses, cutting turf, and trespassing; no fines in last six years, 16098-16118. Agent, Francis O'Donnell, requires tenants to work for him; cases, 16116-24. People in debt and cannot pay rent, 16127-32.

Clarke, Anthony, Ballinmaroe, Co. Mayo; Tenant Farmer.—Castlebar.

Holds twenty-seven acres at £19, tenement valuation, £16 10s. from Sir R. Palmer, 16135-40. Lost by striping, 16141-4, 16149-53. His father built house, and drained and fenced, 16145-6. Case of ejectment, not actual eviction, on estate, with fine imposed by agent, 16157-60.

Duffy, Denis, Ballinmaroe, Co. Mayo; Tenant Farmer.—Castlebar.

Holds eight acres, at £7, from Sir R. Palmer, 16161-63. Lost by striping, and had to contribute to building house for another tenant, 16164-76. Fine for not preserving game, 16177. Brother-in-law, a railway ganger, not allowed to lodge with him while works being done on the spot, 16180. No fines since Land Act, 16182. Unable to pay rents, owing to bad seasons, 16183.

Larminie, Alexander, Esq., Castlebar, Co. Mayo; Land Agent.—Castlebar.

Agent to Lord Lucan for about 70,000 acres; not much leased; very many small farms; 200 pay no more than £4 a year, 16185-97. Lord Lucan has reclaimed much land in his own occupation, 16198. Tenants' houses very old; built by themselves; some tenants have reclaimed, 16199-16205. Rents well paid up to last year; very little change in rents in last twenty years; some not changed in century, 16206-7. Sale of interest has occasionally taken place, but contrary to rules of estate, 16208-9. Some lands let too high through competition, 16212-13. Tenement valuation no test for rent, 16218-21. No eviction for sixteen years or change of tenant, 16228-30. Cannot suggest alteration in laws; had no trouble with tenants till lately, 16234. Arterial drainage carried out by Lord Lucan without charge to tenants, 16235-8. Tenants have not drained in connexion; wishes they could be induced to improve their holdings, 16239.

Larminie, W. R., Esq., Civil Service, Lower Bengal.—Castlebar.

Coming home at intervals of seven or eight years has seen great increase in scale of comfort, 16240-1. Explained system of tenure in Lower Bengal, a kind of fixity of tenure at fair rents, which he considered would be suitable for Ireland, 16255.

Staunton, John, and others, Cloughna East, Co. Mayo; Tenant Farmers.—Castlebar.

Holds eighteen acres at £23 6s. from William Livingstone, who purchased from Lord Sligo in 1853, when rent was £6 10s., 16260-9.

Fitzgerald, Edward, Cloughna East, Co. Mayo, Tenant Farmer.—*Castlebar*.

Tenants built houses and made improvements ; himself spent £269 ; gave particulars of rent-raising on property, 16270-6.

Conway, Martin, Cloughna East, Co. Mayo ; Tenant Farmer.—*Castlebar*.

Holds six and a half acres at £12 16s., in partnership, under Mr. Jordan, Crown Solicitor ; Mr. Livingstone, head landlord. Rent fixed at beginning of tenancy, twenty years ago. Land can only be tilled in patches. Not able to pay rent. Land worn out, 16277, 16312.

Duffy, John, and others, Aughagower, Westport, Co. Mayo ; Tenant Farmers.—*Castlebar*.

Tenants to Colonel Logan, Sydney Smyth, agent ; C. M'Donnell owned estate in 1845. O'Flaherty purchased from him in 1851, when rent of townland raised from £45 to £197, 1613-8. Colonel Logan, whose sister purchased from O'Flaherty, reduced rent to £179 17s. 5d. on succeeding to her, 16319-24.

M'Ginn, Patrick, Arderry, Aughagower, Co. Mayo ; Tenant Farmer.—*Castlebar*.

Tenant to Lord Sligo. Rent was £28 in 1851 ; £60 in 1853, £81 in 1854, £98 in 1859. Mr. Sydney Smyth before Land Act raised rents from day to day until tenants became a parcel of paupers, 16325-35.

Kerrigan, Anthony, and others, Toulegee, Co. Mayo ; Tenant Farmers.—*Castlebar*.

Lord Sligo's estate. Rent in 1850 £50 8s., in 1862, £60, subsequently raised to £84, and again to £94, present rent ; tenement valuation, £81. Forty houses on townland in 1850 ; only four now ; value of forty houses included in tenement valuation, 16336-48.

Heraghty, Edward and Thady, Claddy, Co. Mayo ; Tenant Farmers.—*Castlebar*.

Lord Sligo's estate. Evidence similar to foregoing as to raising of rents. Original notice of agent as to raising rents handed in, 16349-59.

Heraghty and Walsh, Widows, Bracklagh, Co. Mayo ; Tenant Farmers.—*Castlebar*.

Lord Sligo's estate. Evidence as to raising of rents, 16360-71.

Maguire, Patrick, and *Nugent, Michael*, Keelkill, Co. Mayo ; Tenant Farmers.—*Castlebar*.

Lord Sligo's estate. Evidence as to raising of rents ; turf on own holdings charged for, 16372 83.

Melia, Patrick, Derryalra, Co. Mayo ; Tenant Farmer.—*Castlebar*.

Lord Sligo's estate. Evidence as to raising of rent ; turf charged for, 16384-96.

Malley, Patrick, Bunraven, Co. Mayo ; Tenant Farmer.—*Castlebar*.

Lord Sligo's estate. Rents raised, 16397-16408.

Shanley, Thomas, Lackane, Co. Mayo ; Tenant Farmer.—*Castlebar*.

Lord Lucan's estate. Eight tenants in partnership pay £71 10s. 8d. ; sixteen years ago rent was £15 less ; £8 added then, and £7 about ten years ago ; bog charged for, 16409-19.

Carney, John, Aughagower, Co. Mayo ; Tenant Farmer.—*Castlebar*.

Lord Sligo's estate. Rents raised ; built a house without help from landlord ; made drains, and got £10, 16420-31.

Heraghty, Thomas, Mayneen, Co. Mayo ; Tenant Farmer.—*Castlebar*.

Rent raised by Lord Sligo in person, 16438. Land taken by railway company about fifteen years ago, and no compensation paid to tenant ; rent then £12 ; was reduced to £10 on account of land taken ; again raised to £13 10s. in 1875, 16438-40. Pays rates on full valuation, 16441.

M'Evilly, Rev. Jeremiah, p.p., Aughagower, Co. Mayo.—*Castlebar*.

Mentioned cases of excessive rents on estate of Mrs. Burke who holds under Lord Lucan, 16443-5, 16465, 16467.

M'Donnell, Michael, Carramore, Co. Mayo ; Tenant Farmer.—*Castlebar*.

Lord Sligo's estate. List of rents and tenement valuation of some tenants, 16446-8.

Burke, Thomas, Ayle, Co. Mayo ; Tenant Farmer.—*Castlebar*.

Lord Sligo's estate. Rents raised ; had been improving, but had to stop it at third rise of rent, 16449-64.

Horan, Thomas, and *Murphy, Martin*, Dooncastle, Co. Mayo ; Tenant Farmers.—*Castlebar*.

Lord Lucan's estate. Rent raised within ten years, 16468-74.

Hogan, William, Tenant Farmer, Co. Mayo.—*Castlebar*.

Lord Sligo's estate. Rent raised ; got £100 from America ; built house and reclaimed ; now cannot meet his calls ; has a family of ten, 16475-7.

Gibbons, Walter, Bunrowan, Co. Mayo ; Tenant Farmer.—*Castlebar*.

Rent raised ; made improvements ; rent unjust ; Lord Sligo refused personally to do anything for him, 16478-81.

Malley, Owen, Carraroe, Aughagower, Co. Mayo ; Tenant Farmer.—*Castlebar*.

Lord Sligo's estate. Rent raised, 16482-4.

Maley, Pat, Aughagower, Co. Mayo ; Tenant Farmer.—*Castlebar*.

Lord Sligo's estate. Rent raised, 16485-6.

Stoney, Robert Vesey, Esq., Newport, counties Mayo and Roscommon ; Landlord and Tenant Farmer.—*Castlebar*.

Holds under lease grasslands, at £400, on King-Harman and Kennedy estates, 16487-93. Nearly all his own are yearly tenants, 16496-7. There ought to be jurisdiction before magistrates to present subdivision by small tenants, 16499. Instance on own property of great subdivision, 16502-25. Assisted emigration the only remedy, 16526. 1,000 acres could be reclaimed, but not remunerative, 16527. A new valuation ought to be made ; present no basis for rent, 16532-6. Would approve of modified form of Longfield lease, 16536. Witness's father allowed tenant right in Roscommon ; landlord chooses tenant, and slightly raises rent ; rent raised by valuation on change of tenancy, or dropping of lease, 16537-41. People not dissatisfied until two years ago ; some are not paying ; fear to pay only an excuse, 16542-6. One ejectment in Roscommon ; one in Newport town ; woman returned time after time, and fined ; Land League paid fine ; rents can only be got by coaxing, 16547-50. Spent £7,000 or £8,000 in draining and reclaiming clay land ; reclaimed some mountain, but it did not pay, 16550-5. It would pay tenants to reclaim clay land, 16556. Never heard of an eviction in neighbourhood but for non-payment of rent, 16558. Thrift is wanted, not one in a hundred thrifty, 16560. Would approve of assisting a thrifty man, who had saved one-fourth of the purchase money, to become a peasant proprietor, 16561.

Burke, Patrick, Co. Mayo ; Tenant Farmer.—*Castlebar*.

M'Cabe's estate. Rent raised over twice tenement valuation ; landlord a middleman ; did some draining, 16565-76.

Butler, Patrick, Co. Mayo ; Tenant Farmer.—*Castlebar*.

M'Cabe's estate. Lord Gilford head landlord. Rent, £12 ; tenement valuation either 30s. or £1 ; rent used to be £8 10s., then £10 ; land all bog until reclaimed by witness ; rent raised after building of house, 16577-96.

Duffy, Michael, Co. Mayo; Tenant Farmer.—*Castlebar*.

M'Cabe's estate. Rent raised; present rent, £7; tenement valuation, £1 5s.; got £4 reduction last year, 16597–16605.

Flynn, Stephen, Kinnury, Co. Mayo; Tenant Farmer.—*Castlebar*.

Charles Crotty's estate. Rent, £7 2s. 6d.; tenement valuation, £4; reclaimed bog; evicted off good land—not for non-payment of rent—about twenty years ago; landlord farms that land himself, 16606–16. Fined for subletting, 16628–30. Rent of townland raised by Mr. Crotty from £100 to £144 when he came in thirty years ago, 16633–7. Evicted eleven tenants to make a farm for himself, and made tenants pay costs of eviction, 16638–9.

Kane, Patrick, Kinnury, Co. Mayo; Tenant Farmer.—*Castlebar*.

Crotty's estate. Rent too high; bog money charged; paid as much rent as he could this year, 16640–7.

Higgins, Patrick, Kinnury, Co. Mayo; Tenant Farmer.—*Castlebar*.

Crotty's estate. Rent, £26 3s.; tenement valuation, £4 15s.; rent raised by degrees from £9 (fifty years ago), 16648–57. Has drained his holding, 16658–62. Mr. Crotty's life was attempted once or twice, 16674.

O'Donnell, Patrick, near Westport, Co. Mayo; Tenant Farmer.—*Castlebar*.

Stephen Gibbons' estate. Rent too high to be raised, 16679; reclaimed and drained some clay land, 16683–8. Built two houses, 16691; rent paid in good times, but some owed two years' rent before, 16699. Did not work in England; some of tenants did, 16701–2.

Thomas, Edwin, Esq., Barley Hill, Westport, Co. Mayo; Land Agent.—*Castlebar*.

Tenant farmer and agent for county Mayo estates of Sir G. O'Donnell, Mr. J. N. Ferrall, and, formerly, trustees of Achill Mission, 16703–11. Tenant-right exists on these estates; sale with consent of landlord; no restrictions as to price or as to purchaser unconnected with estate, 16712–14. Evictions unaffected thereby; sales now prevented by Land League not by financial reasons, 16715–9. Average holdings seven or eight acres; too small to support families who work in England and Scotland, 16720–1. In Achill Island 4,000 acres of reclaimed mountain for 600 tenants; fit for tillage, but badly drained, done by tenants, 16722–6. A mountain commonage; 5s. a head charged for cattle. Rents vary from 5s. to £1 an acre, 16727–8. Tenants paying highest rents live in villages away from their holdings; a bad system; holdings here average four acres; plenty of fishing but no suitable boats, 16729–33. Employment for reclamation would do no good; not enough land to sustain people; not enough sea manure at present even; reclamation would not be remunerative; tenants do not wish to purchase holdings; assisted emigration of two-thirds of small tenants only remedy; probably many families would go, 16737–48. Thinks Mr. Pike, of Achill, allows tenant-right. Unrecognized subdivision takes place. Men go to England; girls to Scotland; really English and Scotch labourers; bring back from £7 to £15, out of which rent paid; free turf. Probably enough potatoes out of holding for three or four months, but nothing else. No branch of industry on island, 16749–61. Damp climate and boggy land cause reclamation not to pay, 16762–4. Rents paid well till last few years, 16765. Some of Sir G. O'Donnell's land very good. No ejectment but for nonpayment. No improvement by landlord since Land Act. Sir George's father spent £14,000 on estate. Large tenants and lessees are well off. Small tenants pay about £7 or £8 a year; allowed to reclaim as much as they can without additional rent. Free grazing. Tenants prosperous

and improving. Rents well paid, 17666–82. Mr. Ferrall's estate between Castlebar and Ballyhaunis. Farms fairly large. No mountain grazing. But little bog, 16783–6. Tenant-right exists; sales were general, none now. Rents fairly paid till last year. At collection of May rents Land Leaguers outside office to see whether reductions were given; tenants had rents, but not allowed to pay. Twenty-five per cent. allowed on last year's rent; 10 per cent. on half-year due 1st November, 16787–91. Subdivision may be said not to exist, 16792. In Achill there is subdivision, sometimes with disputes. Villagers before referred to are squatters on common, and pay no rent for houses; are wretchedly miserable, 16792–8. Subdivision not allowed on Sir G. O'Donnell's estate; more easily prevented as tenant resides on holding. Many go to America. Holding reckoned the share of one, generally eldest, of family, 16800–4. In Achill hardly any leases; many of Sir George's tenants have leases; they know better than to sublet, 16805–7. Ulster tenant-right ought to be extended to all parts; a revaluation made instead of tenement valuation; and rents fixed accordingly. Tenement valuation no test to let land by; dissatisfaction too caused by excess of rent over valuation, 16808–10. Written agreements ought to exist between landlord and tenant that both might know exact terms of tenure, 16811–2. No "labourers" in Achill; are on some estates; under farmers, house and garden part of wages, pretty comfortable, fair cottiers' houses, built by farmers. Very few labourers under Sir G. O'Donnell. Most farms about Newport in grass. Climate bad for ripening crops, 16813–20. Last three very bad seasons; previous seasons very good for some time. People got to live in expensive style; instead of retrenching got into debt, 16821–4. But little poultry in district; dealers in eggs and poultry live in Westport and Newport. Fishing utterly neglected; much might be made of it; boats needed and instruction how to work them 16825–8.

Waters, Rev. Anthony, R.C., Administrator, Castlebar, Co. Mayo.—*Castlebar*.

Knows Falkiner's estate two miles from Castlebar. Mentioned cases of excess of rent over valuation. Mr. Falkiner did not raise rents same as when he bought seven or eight years ago from Mr. Sheridan, who raised rents for purpose of sale. Tenants not improving. Lands cold and worn-out. Too many tenants. Rental £500 or £600 16829–49. Mr. Ireland owned Corres. Mortgaged to National Bank. He became bankrupt. Bank Manager receives rents; excessive, not raised by Bank. Land bad. Bank unable to sell. Tenants did not offer to buy. Could not make up the money. Some might if helped with loan, 16850–60. Was priest in Clare Island when offered for sale by Mr. Berridge. Tenants could not raise one-fourth of purchase-money. Mr. M'Donnell bought for £11,500. Tenants poor. Not a fit place to live in; markets difficult of access. Boats too small for deep sea fishing; no quay. Reclamation would be remunerative; people not numerous enough if reclamation was to be done, 16860–71. M'Namara on Lord Sligo's estate used to pay 15s. for an acre and a half; built a house on it; rent raised to £3 when house built; £5 afterwards demanded, but refused, 16872–3. Knockagreenane tenants (Mr. Quinn's), in bad circumstances; land worn-out and over-populated; could not make a living rent-free. People are English labourers. In Achill families go to England in spring, locking their houses, and come back in August. At Louisburgh only men go and bring home the rent, 16874–85. Tenants evicted from Sir R. Blosse's estate for selling turf came to Mr. Quinn's, Errew, and overcrowded it, 16886–8. At Cloonkeen, Lord Lucan's, there is a large joint-take. Valuation £79 16s. 8d. Rent, £123, which must be paid in one sum; one or two names on rental,

Waters, Rev. Edward—continued.

but holding divided into lots averaging fourteen or fifteen acres; land good; tenants most prosperous; large bank accounts; rents not raised for fifteen or sixteen years, 16888–16902. A small tenant with family of five or six could live comfortably if he had grass for five or six head of cattle, an acre of potatoes, an acre and a half of oats, and free turf; that is about ten or twelve acres of poor, or six of good land. Potatoes and meal chief diet now; not many drunkards, 16903–8. Castlebar shopkeepers owed large sums by farmers, 16908.

Gore, Sir Charles, Bart., Belleek Manor, Ballina, Counties Mayo and Sligo; Landowner.—Castlebar.

Owens 15,328 acres in Mayo, number of tenants 405,290 under £10 valuation; also owns 8,713 acres in Sligo, number of tenants 281,232 under £10 valuation, 16909–13. Each estate has a very large, as a kind of model, farm; both in hands of Scotchmen at high rents; successful as regards payment of rents up to this, 16914–7. Competition existed till lately for vacant farms, which were generally partitioned among adjoining tenants, 16918–20. Sale of holding allowed subject to tenant being approved; does not know that such right of sale tends to increase size of farms. Farms are too small; could not fix a size; depends on energy of man, and help at his disposal, 16921–6. Tenants have not made valuable improvements. Gives timber for building. Some open drainage; has been imperfectly done by tenants. Sir A. Gore constant resident for forty years; he made roads, fences, and main drains in connexion with arterial. System of agriculture bad; fences bad; houses scarcely sanitary. Land stony or boggy, stones partly removed, 16927–31. No record of money spent by Sir A. Gore. £2,500 got in 1847 from Board of Works; partly repaid by tenants; half by some, none by others. During last seven years witness borrowed from Board of Works for Sligo estate £1,440, and for Mayo £2,050, partly under Relief of Distress Act, 16932–4. Rents not raised by present owner; not generally raised on estate for twenty years; in case of large tenants interest on borrowed money added to rent; rents not raised upon change of tenancy; valuations made upon expiration of leases—such satisfactory to both; tenants' improvements valued if he was thought to have had the value of them. Holding reclaimed; land at a low rent for a certain number of years would recoup tenant. Government would tax landlords for reclamation. Usually assists in reclamation. Not many leases on estate, 16935–43. Land has risen in value as well as other things; during last favourable years an opportunity of raising rent in proportion to, not up to, increased prices; had not rents generally raised; when land underlet, rent raised on live and let live principle, 16944–50. Model farms a success to limited extent, 16951. Reclamation goes on slowly; reclaimable land included in farms; rents not increased for reclamation; rents have been raised on such farms, not for improvements by tenants; cannot say that valuator excluded such; such tenants would not take leases, 16952–7. Mayo estate rental 25 per cent. Sligo 30 per cent. over tenement valuation, 16958–60. Plenty of reclaimable land, but no capital to work it; if farmers were lent money, and had a certainty that rents would not be raised, they might reclaim vigorously, but supervision would be necessary to enforce works of a general kind by tenants in concert; much reclaimable land absolutely in landlord's hands, 16961–8. Tenement valuation is not uniform; some qualities valued more highly than others, 16969–71. Ten evictions fully carried out in last ten years for non-payment only; none last year; no difficulty in collecting rents on Mayo

estate, some on Sligo. Made abatements and started works. No open outrage in barony, 16972–7. Small purchasers of land anxious to obtain highest interest for capital; such owners afford grounds for allegations that are made against landlords as a class, 16977–81. When tenants sell their interest useless to inquire amount paid, 16981–5. Does not see why Government should interfere more in land than in other property; admits there may be a necessity to check small landlords, 17059–60. Thinks that compensation for disturbance ought to be abolished where free sale is allowed. Secondly, that instead of the chairman a land court consisting of three persons qualified by training and experience should be appointed, to which a lawyer might be added, to deal with all land cases, including the ascertaining of fair rent. Thirdly, that a Provincial Court of Appeal should exist for review of appeals from Land Court; Appeal Court to be composed of members taken from Land Courts—no further appeal, 17066–68.

Knorr, Utred Augustus, Esq., Mountfalcon, Ballina, Counties Mayo and Sligo; Landowner.—Castlebar.

Owens 5,011 acres in Sligo and 2,000 in Mayo. Agrees generally with views of Sir C. Gore, 16986–9. Not the wishes of tenants but intimidation prevents payment of rents; some tenants pay in dribs and drabs to avoid intimidation, 16990–4. Has 176 tenants on Sligo estate, near Tubbercurry, 127 under £10 valuation—seventy-three in Mayo, fifty-three under £10 valuation. No leaseholder on estate for last thirty odd years. His father made twenty-one years' leases to all his tenants, which expired about 1840, when they became tenants at will, and rents have remained unchanged in all cases, 16995–17003. Sale of holdings allowed subject to landlord's approval of solvency and character of incoming tenant, who is advised not to over-burden himself by paying too high a price. Generally prefers that adjoining tenant should get a vacant farm, as not prudent to have small holdings (under ten acres), 17004–7. Has waste mountain land. Small tenants cannot thoroughly improve as going on adjoining land is necessary, 17008–10. His tenants have written agreements; no reservation of right to make drains and roads; roads made by landlords. Agreements (in force for nine years) are to pay rent from year to year, and not to sublet or assign; similar to Chancery agreements, 17011–14. Describes arrangements at creation of a new tenancy, 17015–9. Tenants have not thorough drained, 17020–3. Had one eviction in last ten years. Rents were not well paid last year; tenants used to pay when able; as a rule they owe three half years' rent, 17024–7. Has always resided in the county, 17031–2. Has spent a good deal in improvements; his father spent £22,000 on Mayo estate, on farm roads, and on reclaiming demesne; has been in habit of helping Mayo tenants in building—not the Sligo tenants; houses are generally built by tenants, 17032–44. Holdings of less than fifty acres are not beneficial to the country; small tenants after passing of Land Act got into debt with shopkeepers, 17045–6. Tenancies ought to be created by agreements in writing, and registered in Land Court to be formed of non-resident practical agriculturists, not by County Court Judge which is an unsatisfactory tribunal; improvements should be registered in Court; would leave the fixing of rents to such a Court, 17047–57. Large landowners do not rack rent their tenantry, but little gombeen men do; tenants' fearful rage for land makes rack renting possible; believes emigration necessary, 17057–9. Would prevent subdivision by forfeiture of the farm; would stop evictions, substituting sale of tenants' interest. Exercise of franchise ought to be dependent upon payment of rent up to May, as in Poor Law, 17061–3.

Pery, Edmond Henry, Esq., Coolcronan, Ballina, Co. Mayo; Landowner.—*Castlebar*.

Agrees with opinions of Sir C. Gore, 17064-5. Owns 5,000 acres in Mayo; farms 500 acres; has spent about £20,000 in improvements; rents not raised since 1868; tenants have changed among themselves; no other changes, 17069-76.

Lyons, Rev. Patrick, C.C., Castlebar, I. of Achill.—*Castlebar*.

Authorised by some Achill people to speak of estate of Mr. Pike, 17077. Witness speaks from trustworthy hearsay of time between 1851 and 1870—since 1870 from personal knowledge. Mr. Pike bought in 1851; the rental was £500; it is now £1,400. About 1856 Mr. Pike evicted many tenants from land reclaimed by themselves, sending them to unreclaimed land at same rent; two graziers hold vacated farms at £200 per annum. Up to 1857 thousands of acres were free pasture commonage; then a trifling charge for each head of cattle, amounting in all to £100, was charged to establish right; this soon doubled. A charge also made for first time for seaweed, 17078. After Land Act Mr. Pike neutralized benefit as to rates by adding equivalent to rents, 17079. Mr. Pike encourages subletting, as it is a bar to claim for compensation for disturbance and he charges £1 a year for every new house built, 17080. Achill people do not know enough English to get on in America; some return. They could not live but for English and Scotch work, 17083-4. In 1876 the charges for grazing were again raised after resistance; processes were served, and tenants consented to arbitration, which mitigated Mr. Pike's demand, 17084-6. Even in best years there is destitution; holdings average about three or four acres of reclaimed bog. People could not live rent free; they live on money earned in England and Scotland, 17083-9. Witness considers Mr. Pike makes hard terms about reclamations, 1708-9.

Hopkins, John, Clonkesh, and others, Ballyvilly, Co. Mayo; Tenant Farmers.—*Castlebar*.

Mr. Hopkins and eighteen other tenants, on estate of Mr. C. L. Fitzgerald, Turlough, complain of rents much higher than valuation—the land bad, shaking bog, some of it, 17094, &c.; made all buildings and improvements themselves, 17098, &c.; would like to emigrate in a body with their families; it would be better than going to England to earn money for the landlord—“like wild geese,” 17155. One tenant, J. Flannery, who pays £66 8s. 8d., produced agent's letter, threatening legal proceedings on 15th February for half-year's rent due 1st November last, 17163; rabbits on his farm are worth more per annum than amount of his rent; they injured his farm, and he is not allowed to touch them, 17167.

Gubbins, Thomas, Cullabulane, Co. Mayo; Tenant Farmer.—*Castlebar*.

Hands in statement of tenants complaining of not being allowed to burn weeds, raise mud for manure, or cut bushes; and of having to preserve game, on Sir R. L. Blossé's estate, 17174-6. Rent, £13, valuation, £7 10s., 17147. No rise of rent for last seventeen years, 17177.

Larkin, Edmund, Cullabulane, Co. Mayo; Tenant Farmer.—*Castlebar*.

Paid rent till half a year ago, then asked for time, and was refused, 17178-83. Rent, £22, raised in 1862, 17179-81.

McDonnell, Patrick, Cloncromeen, Co. Mayo; Tenant Farmer.—*Castlebar*.

Rent too high, 17187-90. Grass land, very wet, 17192. Has improved, built house, 17194-5. Landlord does not help, 17196.

Flannery, Thomas, Logahilla, Co. Mayo; Tenant Farmer.—*Castlebar*.

Rent too high, £17, 17197-201. Made improvements, built three houses, 17202-3. Got no allow-

ance, 17204. Had a reduction of 4s. in the bad times, 17205-6.

Mullins, John, Co. Mayo; Tenant Farmer.—*Castlebar*.

Was raised in 1855 and 1862, 17207. Has improved, 17208. Rent, £7 10s., valuation, £4 16s., 17207-10.

Hyland, Patrick, Co. Mayo; Tenant Farmer.—*Castlebar*.

Was raised in 1854, 17211. Has to pay for turf, now, 17215. Rent, £11 8s.; valuation was £7 10s., is now £10 5s., 17214.

Delaney, John, Co. Mayo; Tenant Farmer.—*Castlebar*.

Has paid the same rent for thirty-two years, 17220-4. The land is not able to support his family, 17222-4-6.

Amber, James, Lisnolan, Co. Mayo; Tenant Farmer.—*Castlebar*.

Tenant to Sir C. Domville, 17237. Rent was raised three times, the last time in 1859, 17228-34. Drained it some time ago; it is worth nothing now, 17237-8.

Barrett, John, Lisnolan, Co. Mayo; Tenant Farmer.—*Castlebar*.

Tenant to Sir C. Domville, 17242. Hands in statement of complaint of high rent, and rise of ditto in 1859 for acres taken by him from bog, 17245. Last year was served with a writ, and put to £5 expense, for one year's arrear of rent, 17245-50.

Sheridan, Martin, Lisnolan, Co. Mayo; Tenant Farmer.—*Castlebar*.

The land charged at 25s. an acre is not worth 15s., 17254.

Highland, James, Lisnolan, Co. Mayo; Tenant Farmer.—*Castlebar*.

Hands in statement of rents and Government valuation in townlands of Lisnolan and Smutlnagh, Sir C. Domville's estate, 17260. Rents raised twenty years ago, on tenants' improvements, 17260. All are in debt to shopkeepers, 17263-4. Could not save off the land; 17265.

Sheils, Patrick, Lisnolan, Co. Mayo; Tenant Farmer.—*Castlebar*.

Pays more rent than he can stand in future, 17265; would not buy on terms of paying present rent for thirty-five years, 17266-9; would not go to America, there are more in it than can get land, 17270.

Brennan, Thomas, Lisnolan, Co. Mayo; Tenant Farmer.—*Castlebar*.

Many have had to come back from America, life there being unsafe, 17271; they could only support themselves there, but not dispose of their stock, 17272; has been in America, and would rather stay at home at a fair rent, 17274-76.

Moran, Patrick, Ballynacargy, Co. Mayo; Tenant Farmer.—*Castlebar*.

Tenant on Gibbon's estate; rent exorbitant, 17277; can make nothing out of his farm, and owes a couple of years' rent; rent, £18 10s.; valuation, £11, 17278. Bought his brother's share in farm for £20; has improved the farm, 17280-94.

Mitchell, Edward, Milebush, Aglish, Co. Mayo, and others, Tenant Farmers.—*Castlebar*.

Tenants of Lord Lucan, 17295. Rent last raised twenty years ago, 17297. Landlord cannot pay rent at all, 17300. No abatement, 17301. Built the house, 17303. Other similar cases, 17313-5.

Armstrong, Mr. James, Milebush, Co. Mayo, Hotel-keeper.—*Castlebar*.

Holds ten acres accommodation land of Lord Lucan, 17316-28. Pretty fair land, but did a good deal of the improvement himself, 17318. The valuation would be a good rent, 17321. Lord Oranmore pays £1 an acre, 17323-6. Is satisfied with his rent in another farm, 17330-2.

Corcoran, John, Milebush, Co. Mayo, Tenant Farmer.—*Castlebar*.

Pays £35; valuation, £19 10s., 17353. The old rent was £19; the rise was within the last three years, on the falling-in of a lease, 17336-41. The rise is excessive, 17342. Reclaimed every bit of it, 17343.

Hastings, Thomas, Aughadrinagh, Co. Mayo, Tenant Farmer.—*Castlebar*.

Rent raised from £14 to £20, twenty years ago, 17348-55. Bog taken away, 17356-62.

Walsh, John, Ardvarney, Co. Mayo, Tenant Farmer.—*Castlebar*.

Rent £11 10s.; valuation, £7 15s., 17366. Made proposal for it, 17370. Built a house, which was burnt; rebuilt it, and got half a year's rent, but never had a clear receipt since, 17373.

O'Byrne, Patrick, Ardvarney, Co. Mayo, Tenant Farmer.—*Castlebar*.

Rent, £11 10s.; valuation, £7 15s.

O'Donnell, Patrick, Ardvarney, Co. Mayo, Tenant Farmer.—*Castlebar*.

Rent, £14; valuation £9, 17382. A couple of pounds reduction would be of great use, 17386. Could not save the rent unless they went to England to earn it, 17386.

O'Donnell, Michael, Co. Mayo, Tenant Farmer.—*Castlebar*.

Rent, £11 10s.; valuation, £8.

Saunders, James, Co. Mayo, Tenant Farmer.—*Castlebar*.

Tills three acres, lets out the rest, 17395-6. Has built three houses, 17400. Has had to sell the sheep, through the distress, 17398-400. Other cases, 17402-4.

Flanagan, Mrs. James, Co. Mayo, Tenant Farmer.—*Castlebar*.

Rent, £11; valuation, £7 10s., 17400. Husband has been away five years in England, and she is processed for rent, 17407. Has but small assistance, 17409.

Philbin, John, Coursepark, Co. Mayo, Tenant Farmer.—*Castlebar*.

Rent, £16 16s.; valuation, £13 10s., 17414. Has to go to England to earn the rent, 17415. The work there is falling off, 17418-23.

Philbin, Peter, Garryduff, Co. Mayo, Tenant Farmer.—*Castlebar*.

Rents seven acres of Lord Lucan, a sort of townpark, at £22 16s. 6d., 17428. Cannot make the rent now, 17435.

Doyle, Michael, Coursepark, Co. Mayo, Tenant Farmer.—*Castlebar*.

Rent too high, 17435. Farm taken by his father for self and sons, as a matter of swap, 17439.

Gorman, Patrick, Manulla, Co. Mayo, and others; Tenant Farmers.—*Castlebar*.

Tenant to Mr. Ormsby; rent, £10 10s.; valuation, £5 13s., 17469. P. Walsh, a tenant and also a servant to agent, for going to races, was evicted about fifteen years ago; Eleanor Carroll because she would not consult landlord about a husband for her daughter, who was to remain with her mother; Richard Barrett without cause; Pat Gorman because he had too many children (his rent was paid), 17446-17460. Rents were raised about six years ago, 17470. Agent is Mr. F. O'Donnell; he took some of these holdings himself, 17458-62.

Kennedy, James, Co. Mayo; Tenant Farmer.—*Castlebar*.

Is in landlord's service at 8d. a-day. Asked leave to reap his crop and was refused. Cut it at night after been forbidden to do so by landlord. Was fined 5s. once by his master when annoyed. Got three bags of champions, but they are all eaten. Rent, £6; valuation, £2 10s., 17476-80.

Flynn, Martin, Catford, Co. Mayo; Tenant Farmer.—*Castlebar*.

His brother Pat holds five or six acres from Mrs. F. Kenny, at rent of £9. All her tenants work in England, 17481-92.

Horan, Henry, Clogher Lynch, Co. Mayo; Tenant Farmer.—*Castlebar*.

Another tenant to Mrs. Kenny. Rent twenty-seven years ago, £18; about twenty-six years ago (not at dropping of a lease) rent raised to £30; about twenty-four years ago rent raised to £48; no change since; five or six cottiers are liable for this rent, 17492-17504.

Malley, Anthony, Carrajames, Co. Mayo; Tenant Farmer.—*Castlebar*.

Tenant to Messrs. Ormsby and Miller. Produced list of rent and valuation of holdings, and considers rent too high. Present rents fixed fourteen years' ago, 17505-27.

Egan, John, Knockbawn, Co. Mayo; Tenant Farmer.—*Castlebar*.

He and Mr. M. Walsh tenants of General Cox at Knockbawn, valuation £8, rent, £11 2s. 9d., 17534; fixed eighteen years ago; land used to be 15s. an acre, raised to 25s. twenty-two years ago, 17531; sale of interest is allowed, knew of only one case, 17542-3.

Walsh, Edward, Knockbawn, Co. Mayo; Tenant Farmer.—*Castlebar*.

General Cox raised his rent £4, 17547.

Gannon, James, Co. Mayo; Tenant Farmer.—*Castlebar*.

J. Gannon's father is tenant to Colonel Cuffe for ten acres, at £13 10s.; too high; same for twenty-four years, 17550-1. People cannot now pay the rent they used to pay. English wages worse. Crops very bad now. Land has got worse, 17552-62. His father has reclaimed and improved somewhat, 17567.

O'Donnell, Francis, Esq., Castlebar, Counties Mayo and Sligo; Land Agent.—*Castlebar*.

Tenant farmer and land agent to Sir R. Palmer in Sligo and Mayo; holds land under Lord Lucan, Sir R. Palmer, Mr. Ormsby, and Mr. Miller; paying about £800 a year rent, 17577-81, 17597. On Sir R. Palmer's estate, when leases fell in it used to be the custom, about twenty years ago, to have the land surveyed, revalued, and striped, when the occupying tenants used to pay so much to the tenant sent away; now landlord takes place of occupying tenants, 17583. Does not believe that D. Duffy was treated so in 1869; he may have lost a little in the striping; some lose, some gain, 17582-7. As regards fines, W. Flanagan never was fined for not paying his rent in time, he may have had to pay legal costs, 17588. If tenants did not whitewash their houses once a year they were liable to a fine of 5s.; out of 1,650 tenants five or six may have been fined; does not remember a case for the last ten years, 17592. No fines for cutting turf; if on a townland where turf was running short, a man cut more than a certain amount he had to pay for the excess, 17593. Quite untrue that he compelled tenants to save hay for him; any arrangement was made in open market without pressure, 17595. On Ormsby and Miller's estate most positively denies that W. Foster was evicted for refusing to work at 8d. a day, it was for non-payment of rent; also that P. Walsh was evicted for going to races; forgets why he was, 17597. Eleanor Carroll may have been, because she married her daughter without consent to a man, who was to reside in the house—this to prevent subdivision; there had been a grown up man in the house. The rule is that one person may be married and come into the house, 17604. Nonsense that P. Gannon was evicted because he had a large family, 17609. Does not remember why J. Kennedy or J. David were evicted, 17613. Has some land

O'Donnell, Francis—continued.

that was in possession of Burke, Walsh, and Carroll, and was wasted by them, 17618. Believes all these evictions were for non-payment of rent, 17619. Eightpence a day was the common rate of wages at the time before referred to, 17621. All these tenants were labourers, and thought they were ruined when former employer died, 17621. Did not come prepared to answer particular questions about any but Palmer's estate, 17623. Land is light limestone running into bog; tenants have made any existing reclamation, 17627. Rents in cases where men used to make money by labour may now be too high, 17626. Palmer's Mayo estate let at 18½ per cent., unleased agricultural lands at 12 per cent., grass land and mountain at 30 per cent. over valuation. Mayo estate 86,578 acres; leased lands 14,793; number of tenants 1,637; 366 pay over £10 rent. Sligo estate 21,191 acres, 17623–30, 17630. Number of evictions for ten years ending 1869—thirty-one for non-payment, and eight on the titles of the eight real evictions only three tenant resided on the estate. For ten years ending 1879, two for non-payment and six on the title, but five were to have grazings; in two cases tenants' interest sold by sheriff, and in three the farms sublet, 17630–1. £7,078 borrowed under Land Improvement Acts (four-fifths for Mayo estate); £2,397 under Arterial Drainage Act, and £4,302 spent in building, fencing, draining, etc., partly in building upon squaring farms. Landlord contributes £5 towards building cottages, 17631. A general fixing of rents was in 1854; none since then, 17631. Last two years hard on tenants, 17632. Gives instances of demands made for abatements; none granted. It has been put into the people's head that rent ought not to be more than the valuation. Bad times have cleared the people out; cannot wonder at their being unreasonable, 17633–52. There is waste land which would be an unprofitable gift; not much reclaimed by tenants, 17653. Money has been spent in drainage for tenants. Rents not raised for improvements, 17665. Loan from Board of Works repaid by Sir R. Palmer, 17666. Tenants will not keep drains clear; say it will not drain past their neighbour, 17667–68.

Daly, Mr. James, Castlebar, Co. Mayo; Newspaper Editor and Tenant Farmer.—Castlebar.

Farmer and Newspaper Editor, made statement giving both valuation and rents on some holdings of Mr. O. Blake, Col. Seymour, Mr. Lambert, Miss Martin, Mr. Lynskey, Mr. M. O'Donnell, Sir R. Palmer, Miss Lynch, and Mrs. F. Kenny, Sir R. L. Blosse, Mrs. Acton, Marquess of Sligo, Col. Logan, Anthony Ormsby, and others, 17669–86. Can speak from knowledge of fifty estates in the county, 17671. Thinks Mr. Ormsby Blake increased his rents in 1868, 17671. Colonel Seymour's rack-rents caused a meeting at Milltown, 17671. Mr. Lambert raised rents on the tenants' industry, 17673. Men who were comfortable tenants on Mr. O'Donnell's estate, when he bought it, eighteen years ago, are now insolvent, 17673. Sir Roger Palmer refuses abatements; his new lettings are over-rented, 17673. There was a middleman, a member of the Palmer family before; the rents were raised from £45 to £101, 17674. Distress on Clogher Lynch and Catford estate, 17676–8. Processes served on Sir R. L. Blosse's estate, 17678. Arbitrary rent-raising on ditto, 17678. Mrs. Acton's estate; rents too high, 17678. Marquess of Sligo's, the people are rackrented, paupers, and starving, even in plentiful years, 17678. Colonel Logan's rackrents, 17678. Anthony Ormsby's rules excessive and objectionable; the Land League farm at Ballintaff; a house built in a sandpit, tenant having a more suitable one already; then ejected, and £5 compensation awarded, 17678. William Meade, Swinford, pawnbroker, rents increased, people pauperized, 17678. Statement of rents in Claremorris union, 17678. Lord

Oranmore got his tenants out, and now lets the lands annually by auction, 17678. W. M. Bourke, cases of rent-raising, 17678. Estate of the late Geo. Clive, M.P., reclaimed lands; rent much above the valuation, 17678. Estate of Captain Twinford, the same, 17678. Estates of C. M. Coyne and Arthur Bingham, the same; duty work exacted, 17678. Thomas Billington, the same; T. C. Walsh, cases of ejectment for non-payment of high rents; the land dear at the valuation, 17678. Bernard Coyne, rent-raising, 17678. F. L. Comyn, ejectments served for non-payment of rackrents, 17678. Sir Compton Domville, prohibition of marriage, 17678. Mr. Pratt, rents doubled, 17678. Lord Lucan has absorbed the good land, and driven out the tenants, 17678. James Faulkner, Mrs. Ruane, John Coyne, cases of high rent, 17678. Tenants in town to-day to give evidence are being served with processes for rent, 17685. Good fattening lands are worth tenement valuation, or perhaps more; poor land is too high at it; taken all in all tenement valuation is a fair valuation, 17688. Waste lands ought to be purchased by Government, let in parcels of 20 or 30 acres to tenants in overcrowded districts, who should be started with capital to be repaid, with purchase-money, in 35 years, by instalments. Farmers in Mayo would like this. 155,000 waste acres in Erris, and 100,000 in Tyrawley barony, 17689–91. Amplifies suggestion, 17692–6. Land League encouraged payment of rents to Colonel Cuffe, a good landlord, 17697. Absenteeism the curse of the country; ought to be taxed, 17698. An Act giving perfect security, arranging valuation between landlord and tenant, allowing tenant to sell his interest absolutely, with provisions for creation of peasant proprietors, would meet the present case. Is a Land Leaguer, but would fight against revolution; the people are misrepresented; was himself foolishly arrested lately, 17699, 17700. Question will never be settled unless a tribunal has power to settle rents between landlord and tenant, 17701. Cases above referred to are returned as representing the general rate of rents upon the named estates, 17702–8. Case on Bernard Coyne's estate, 17711.

Stephens, Rev. John, C.C.—Castlebar.

A mistake to send people out of the country; enough of reclaimable land in it; 5,500,000 is not over population for Ireland, 17709–11. Old landlords frequently forget their duties, but never their rights; still, are a thousand times better than purchasers in Land Courts, 17711. Tenants ought to be purchasers by means of loans repayable in 35 years, 17711.

Fox, Patrick, senior, Castleminees, Tenant Farmer.—Roscommon.

Tenant of Rev. R. P. Jackson, Castleminees, agent, C. Allen, esq., 17712–5. Complains of rise of rent, twenty-two years ago, 17716–9. Farms 36A. 3R. of rocky land, very poor, 17720–1. Had to enter into a written agreement, unwillingly, 17722. The rent was raised from £33 6s. to £60; the valuation is £23 10s., 17716–9, 17732–4. The holding is subdivided, but is held as one, 17730–1, 17734.

Fox, William, Castleminees, Tenant Farmer.—Roscommon.

Valuation, £11; rent, £60, 17734.

Garrihan, Patrick, Castleminees, Tenant Farmer.—Roscommon.

Rent, £14 10s.; valuation, £8 5s., 17735. It is a subdivided holding, 17736–41. The rent for the three is £36; raised from £20; the valuation £21 10s., 17742–5. Farms twenty-one and half acres, not good land, all in grass, 17746–9. Does not live on it, 17749–51. Has another holding from Captain Goff; the rent is unreasonable enough, £12 10s., 30s. higher than the valuation, 17751–5. It was raised three years ago, £3 12s. 6d., 17756.

Garrihan, James senior, Castlemine, Tenant Farmer.—*Roscommon*.

Holds jointly at £36; raised from £20 10s., 17757-9. Valuation, £19 5s., 17760. The rise twenty-two years ago, 17761. Lives on Captain Goff's estate; pays £16; valuation, £12 15s., 17763-5. A rise was made fourteen years ago, 17766-70.

Garrihan, James, junior, Castlemine, Tenant Farmer.—*Roscommon*.

Lives on the land; has spent £70 on a house; is not allowed to break up an acre of meadow; has three acres of tillage, 17771. Has not been allowed any reduction, 17776.

Hanly, Thomas, Castlemine, Tenant Farmer.—*Roscommon*.

Pays £4 rent; valuation, £2 15s., 17777. Has two acres, one heathy moor, not worth 15s., 17779. The rise was from 36s., 17783.

Gannon, Thomas, Castlemine, Tenant Farmer.—*Roscommon*.

Rent, £25; valuation, £15 5s., 17784-5. Has nursed the land five years, never breaking a sod, and, if he never eats a bit, it is not able to pay the rent, 17786. All in grass but two acres; not worth more than 14s. an acre, 17787. Was going to be evicted for non-payment of rent, but settled it, 17787-98. Came from America, married the widow of the tenant, and settled down in it, having a few pounds which are gone, 17788-9, 17797.

Shea, James, Castlemine, Tenant Farmer.—*Roscommon*.

Holds four acres; rent, £5; valuation, 30s., 17799-801. The rise was from 30s. twenty-two years ago; we had reclaimed all but one acre, and we never reclaimed that since, 17802-4.

McGarry, John, Castlemine, Tenant Farmer.—*Roscommon*.

Pays £37 for twenty-seven acres; valuation, £27, 17805-7. Rent paid up to the last year or so, 17813. Produces return of rents, valuation, former rent up to 1859, and number of acres of thirteen tenants, 17817.

McDonnell, Mr. John, Castlemine, Tenant Farmer.—*Roscommon*.

Holds 300 acres of bog, worth nothing, 17818. Has seventy-five acres of grass-land, 17819-21. Pays £130 to Mr. Jackson, 17822-5. Father took a lease twenty-six years ago for twenty years, and on expiration £40 additional was put on, 17826-8. The bog could be reclaimed, if the landlord laid out anything on drainage, 17830-2. Cannot reclaim, from the way the rent is raised, 17833-4.

Murphy, Thomas, Hollywell, Co. Roscommon; Tenant Farmer.—*Roscommon*.

Mr. T. Murphy and thirteen tenants individually examined as to Colligue estate (G. Goodall, Esq., owner; Crawford Allen, Esq., agent), 17836. Land rocky and boggy. Rents too high; raised in 1867, 17841. A deposit of more than a year's rent taken by landlord at beginning of each tenancy; no receipt given for it, nor interest paid, 17851. All buildings, improvements, and reclamations done by tenants or their predecessors, 17862. Turbary 1s. 6d. a perch. Land planted or taken from tenants, and in some cases no reduction in rent; raised in one case. Puts in schedule of names of twenty-five tenants, present rent, former rent, valuation, and amount of "deposit," 17862.

Hunt, Thomas, Colligue, Co. Roscommon, Tenant Farmer.—*Roscommon*.

Pays £66; raised from £47 8s. in 1867, 17862; has improved, 17866.

Monaghan, Patrick, Colligue, Co. Roscommon, Tenant Farmer.—*Roscommon*.

Has reclaimed land; all red bog, 17870.

Banahan, William, Colligue, Co. Roscommon, Tenant Farmer.—*Roscommon*.

Lost four acres of his best land; rent reduced,

but not enough, 17872. The deposit was to secure the landlord; he raised the rents so high he thought the tenants would fail, 17875; are running in debt for it, 17876.

Cowry, Patrick, Colligue, Co. Roscommon, Tenant Farmer.—*Roscommon*.

Holds twenty-seven acres at £47, 17878. Tenants pay for bog, 17885.

McDermott, Thomas, Colligue, Co. Roscommon, Tenant Farmer.—*Roscommon*.

Rent £20, valuation £10 18s.; paid the deposit, 17887; went in last November, 17894.

O'Mally, John, Castlemine, Tenant Farmer.—*Roscommon*.

Consented that some spots on his farm should be planted by landlord; afterwards asked for compensation; got notice to quit, and rent was raised £4 about eighteen months ago, 17907. Got notices to quit; if he had known he was entitled to compensation for improvement, would have refused to pay increased rent; thought that only small tenants residing on farms had such a right, 17919; he lives off his holding, 17922.

Ward, John, Colligue, Co. Roscommon, Tenant Farmer.—*Roscommon*.

Two acres of five have been taken away, and rent raised, 17923; has paid it twenty-three years, 17927.

Madden, Patrick, Colligue, Co. Roscommon, Tenant Farmer.—*Roscommon*.

Rent raised from 17s. 6d. an acre to £1 12s., 17927.

Farrell, John, Colligue, Co. Roscommon, Tenant Farmer.—*Roscommon*.

Rent raised twenty-four years ago, 17937-9.

Farrell, Patrick, Colligue, Co. Roscommon, Tenant Farmer.—*Roscommon*.

Rent raised nineteen years ago, 17930. Father-in-law built a house, and made improvements, 17932. Mrs. Farrell was worn down with debt, and the neighbours afraid to take her in, 17952.

Farrell, Mrs. Edward, Colligue, Co. Roscommon, Tenant Farmer.—*Roscommon*.

Was put out for non-payment of rent last April, 17935. Owed £21; had a deposit of £10 in the landlord's hands, which recovered, 17940. Husband in England, 17969. Was put into gaol three times for returning to the house, 17951.

Brennan, Mrs., Colligue, Co. Roscommon, Tenant.—*Roscommon*.

Is about to be turned out; owes two years' rent, 17957. The landlord has £3 in his pocket, 17960.

Kelly, Patrick, Colligue, Co. Roscommon, Tenant Farmer.—*Roscommon*.

Was forced to build a barn and piggery; has built and repaired house, and not been raised; Mr. Smith, the agent, treated him well, 17965.

Kilroe, Mr. James, Castlecoote, Co. Roscommon; Tenant Farmer.—*Roscommon*.

Tenant on Mr. Lecky's estate, near Castlecoote, along the river Suck. Agent, Mr. Hugh Smith, and landlord both live in Coleraine, 17966. Handed in schedule of particulars, showing complaints of tenants, 17969. Rent used to be £27 18s. 9d.; raised in 1856 to £42 7s. 6d.—75 per cent. over Griffith's valuation, 17979. £10 3s. 9d. has lately been taken off. Went to Coleraine and saw Mr. Lecky, 17975. Other tenants allowed only 12½ per cent., 17983. Estate in Lecky family about seventy years; formerly Mitchell estate, 17966-86. George Smith, aged eighty-two, uncle of witness, is a yearly tenant; reclaimed 10 acres of furze; built premises costing £500; dwelling-house two stories high, barn, straw house, carhouse, shed for forty head of cattle, and cowhouse for ten, all slated. This done before 1856, and was valued for rent, witness believes, 17987. William, son of George Clarke, used to hold 34 acres, valuation £43, rent £83. Died, leaving four children,

Kilroe, James—continued.

aged eight to fourteen. Now, practically, holdings of George and William are one. So much money sunk where the children will not be able to live out of the land, 17990. Lost land for the river Suck drainage, 18004. A year's rent is due on all the estate, 18009. Complaints of Mr. O'Rorke as landlord, 18010. Dangerous to have a landlord like Mr. Lecky alongside of Sir C. Coote, with whom all satisfied, 18014. Mr. Holmes will get all rents for Captain Goff, Lord Crofton, and Mr. Caulfield, 18016.

Downey, Mr. Joseph, Kilruskey, Co. Roscommon ; Tenant Farmer.—Roscommon.

Tenant, four miles from Roscommon, to Mrs. Digby. None of her tenants are dissatisfied with her. Free sale allowed to the tenants, 18019-24. Knows Mr. Goodall's, Cooltigue; valuation £268 14s.; old rent in Mr. Blackeney's time £308 12s. When Mr. Goodall bought about fifteen or sixteen years, rents raised to £431 10s. Tenants in state of beggary; got relief from Committee during last twelve months; caused by bad times and high rents. £408 belonging to tenants deposited with landlord. High rents enforced under threats of eviction, 18024-37. Fairmount was rented at £300 odd by Mrs. Lyster six or seven years ago; it now belongs to Mr. Hudson, who receives £600 odd; tenants beggared; including waste land, must be £1 8s. an acre; holdings average 12 to 14 acres; crops were bad this year. Three evictions, but none carried out, as indignation meeting held, 18038-77. An anonymous case of raising rent unfairly. Tenants not able to pay rent, nor to pay for what they eat; witness knows it, as he is in business; there were ejectments, but no evictions. Father O'Connor interfered; case appeared in newspapers. Four shillings in the pound was given as an abatement, 18079-96.

O'Brien, Mr. Denis, Rockfield, Co. Roscommon ; Tenant-farmer, Roscommon.

Tenant to Mr. Dunne, at Rockfield, three miles from Roscommon, holds forty-seven acres under lease made sixteen or eighteen years ago, for twenty-one or a life, 18097. His son's still living. With regard to previous lease at rent of £12 2s. 4d., disputes as to survival of life in lease, landlord insisted on rent of £50, still unpaid, 18101. Sank at least £200 in machinery and kilns instead of old works of a mill on holding. Mill not paying now, 18102. Was shifted about arbitrarily from another holding, and moved to a holding from which a tenant had been turned out, 18112. Landlord promised he would make his place worth the rent overcharged, but never did, 18114.

Doorley, John, Rockfield, Co. Roscommon ; Tenant Farmer.—Roscommon.

Holds land next to O'Brien's at £1 an acre; too much. He made all improvements himself. Has always paid rent when demanded, 18121-38.

Glancy, James, Esq., Enfield, Castlerea, Co. Roscommon ; Tenant Farmer and Landowner.—Roscommon.

Is connected with 2,500 acres; 500 acres let to tenants, the rest in his own hands, partly his own, partly rented, 18139-43. Tenants in his district have the right of selling their interest. Has paid outgoing tenants four years' purchase; rent not affected by custom of sale; purchased land in 1862, and did not alter rents since; raising of rent not general latterly, 18144-55. Most large grass farms held on lease for thirty-one years usually; restrictive covenants unusual; fines sometimes paid; witness fined down rent of lease from Lord Crofton for Duke of Connaught's life; since Land Act tenants not anxious to get leases, before it they were, 18156-64. Tenement valuation not uniform, in some places sufficient, in others not enough for rent; gave an instance. Excluding grass farms, rents on large estates about equal to tenement valuation, in new lettings 20 or 25 per cent.

more is charged; the rent I pay not changed since 1862, by Lady Johnston, it is same as tenement valuation; it is grass land of good quality, 18165-76. Landlords generally execute arterial drainage, and sometimes thorough drains and road making; spent £1,000 (Board of Works loan), chiefly on land in his own hands; tenants are in the houses he found them in, no new building. Land Act has certainly checked landlords' improvements; in some cases works in progress were stopped. Tenants have not improved more since Land Act, 18177-84. Large, but not small, tenants have purchased; his brother bought by private sale; wanted loan from Board of Works, but refused, except on Land Court title; was obliged to do without loan rather than face expense and delay. Tenants cannot afford to withdraw their working capital in order to purchase, even when Government advances part; men who have saved money could buy, 18184-91. Not any reclaimable land in district; plenty of bogs, but irreclaimable until cut away, then very valuable; large reclamation failed on Mr. Pollock's property, clay sank through light soil, 18192-6. Owners of large pasture farms ought to be entitled to compensation for planting, for shelter, and for fencing and dividing land; 100 acres undivided do not feed as much stock as forty acres divided by hedges, the improvement should be actual and permanent; would give no compensation to such farmers for disturbance. No tillage in district, crops won't ripen; sheep pay small farmers better, 18196-18211.

M'Donnell, Farrell, Esq., Co. Roscommon ; Landowner, Merchant and Trader.—Roscommon.

Landowner, rental £1,300, also farms 300 acres, and is a merchant and trader in Roscommon, 18212. Wishes to speak generally of protection for improvements in houses in towns as well as on farms; lost £280 by improving a house in town, 18215. A landlord who has not contributed towards improvements has no right to charge additional rent for improved value; landlord ought to be placed on same footing as other creditors, with exception of one year's rent, 18215. Landlord can now evict for two years' rent, he ought not to have power to eject for more than a year's rent, 18129. If a landlord ejected for two or three years' rent, he should realize value of tenant's interest, keep a year's rent, and rank with other creditors against balance of value of interest, 18224.

A.B.—Roscommon.

Tenant five miles from Roscommon; land bad; liable to floods; valuation £3 5s., 18228. Rent raised to £8 twenty-five years ago, too high, not able to pay it now, a struggle in good times, 18232. Does not go to England; works about 140 days a year with landlord, 1s. 6d. a day last summer; has paid last year's rent in labour, 18238. Would be glad to go if landlord would give something, 18242. The holding would not support him rent free, 18249.

Mullaley, James, Lisagallin, Co. Roscommon ; Tenant Farmer.—Roscommon.

Tenant three miles from Roscommon, to J. P. Conry, a middleman, who bought in 1874, 18250. Valuation of land, 18s. an acre; of land and three houses, £4 15s.; old rent, £5 3s.; rent since 1874, £6 8s., 18154. Is a carpenter, lives by his trade, loses by land, 18255.

Mills, Michael, Lisagallin, Co. Roscommon ; Tenant Farmer.—Roscommon.

Tenant to J. P. Conry; handed in schedule of tenants' names and particulars; not a head landlord, but middleman; that does harm, 18258. Mr. Conry bought for £3,300, and of it borrowed £1,700 from Board of Works, 18263-71. Landlord does not improve holdings, 18274.

Kilroe, Laurence, Aughagower, Co. Roscommon ; Tenant Farmer.—Roscommon.

Tenant to Mr. Pakenham Mahon at Aughagower, 18276. Tenement valuation too high; old rent, £16; raised to £25 in 1859, 18277. Was

Kilroe, Laurence—continued.

offered lease at £16; regrets having refused it, 18285. Spent £100 in improvements, 18284. Large farmers on estate comfortable; small have been getting relief, 18294. Mr. Mahon lets land at Strokestown low, 18299. Witness lives by exporting eggs and butter, 18302.

Kelly, Michael, Lisanedin, Co. Roscommon; Tenant Farmer.—Roscommon.

Tenant to Mr. O'Rorke at Lisanedin. Valuation, £10 13s. 6d., rent, £16, 18303. Twelve years ago, when Mr. O'Rorke succeeded, rent raised for two years; reverted to old rent, 18308. No tenants have sold interest or left estate, 18325. Refused to pay May rent without reduction, 18331.

Kilmartin, Thomas, Cloonenbawn, Co. Roscommon; Tenant Farmer.—Roscommon.

Tenant at Dunne's Cloonenbawn estate in Chancery, 18335. Rent raised to £2 nine years ago; £1 was the first rent he paid; it used to be 5s., 18339. Cut-away bog reclaimed by tenant, 18340. Sometimes works for 1s. a day, with food occasionally, 18350.

Doran, Andrew, Cloonenbawn, Co. Roscommon; Tenant Farmer.—Roscommon.

Tenant on Dunne's estate; no complaint except want of passage refused by neighbours, which prevents him from making the rent, 18357-70.

Waldron, Martin J., Athleague, Co. Roscommon; Tenant Farmer.—Roscommon.

Tenant to Messrs. Jameson and West for nine acres of Athleague. Valuation £7, rent £10 3s. 4d. for thirty years before 1873, when on account of lands being affected by old unheard of lease (Taaffe to West) witness was processed for rent of £16, which was recovered; lease expired in 1874, 18371-84.

Doorley, Mr. J. C., Roscommon, Merchant and Tenant Farmer.—Roscommon.

Draper in Roscommon, and tenant-farmer; formerly a pupil at Albert model farm, 18385. Took eight acres from Mr. M. Nolan; paid fine of £3 an acre; valuation £7, rent £16 16s.; spent much in drainage, 18387. Fears that because he does not live on farm he could have no claim for compensation for improvements if evicted for non-payment of rent, 18389. Landlords raise the rent if tenants improve land, 18391.

Kelly, John, Co. Roscommon; Tenant Farmer.—Roscommon.

Holds under Mr. Nolan; valuation £6 10s., rent £20; evicted for non-payment of a year's rent, 18392-6.

Flynn, Peter and John, Derry Carberry, Co. Roscommon; Tenant Farmers.—Roscommon.

Tenants to Mr. P. Mahon. Landlord proposed in 1851 to pay half for certain buildings; levelled old buildings then, but unable to rebuild until 1870; spent £400; landlord refused to contribute; rent raised £5 in 1859 to £19 15s. for seventeen acres; this raising after striping, 18397-18404.

Morris, Patrick, Co. Roscommon; Tenant Farmer.—Roscommon.

Tenant to Mr. Waitman. Rents raised four or five years ago; too high; improved and built without aid of landlord, 18405-34.

Kennedy, John, and others, County Roscommon; Contractor and Tenant Farmers.—Roscommon.

Rent raised four or five years ago, £17, 18426. Too high, 18427. Landlord stopped drainage works by Lord Crofton, 18428. Others confirm, 18428.

Kelly, Edward, County Roscommon, Tenant Farmer.—Roscommon.

Tenant of Mr. Waitman, 18430. Rent raised on improvements, 18432. Others confirm, 18433.

Naughten, Patrick, Feeragh, Co. Roscommon; Tenant Farmer.—Roscommon.

Tenant to Mr. Fawcett. Rents in excess of valuation; last raised about ten years ago; tenants have built and improved at their own expense, 18455-62.

Kelly, William, County Roscommon; Tenant Farmer.—Roscommon.

Rent raised in the famine time, not since, 18445.

Brannon, Michael, County Roscommon; Tenant Farmer.—Roscommon.

Rent raised three times, last ten years ago, 18450.

Kelly, Bernard and others, County Roscommon; Tenant Farmers.—Roscommon.

Rent raised from £6 to £9, 18455. Has done great improvements, built houses, 18458. Cases of others, 18458-18460. All the tenants would have come, if they knew of this inquiry, 18461.

Boycott, Charles C., Esq., Ballinrobe, Co. Mayo; Land Agent, and Tenant Farmer.—Galway.

For seven years agent to Lord Erne's Mayo estate of 1,600 acres, 18463-5. Rental on Erne estate £30 over tenement valuation. Instructed to allow 10 per cent. on November rents of 1879. Tenants, except two, refused to pay unless allowed 25 per cent. Lord Erne offered 20 per cent. Letters written accordingly, asking for payment. Tenants refused. Ejectment processes attempted to be served on 22nd September, 1880. Service successful in only three cases on Lough Mask property, near Ballinrobe. These undefended, and decrees given at Quarter Sessions, 18466-71. Processes not attempted to be served since, as that the latest day for last Sessions, next in January, for which processes could not be served without a large force of police. Believes ejectment decrees would not have to be carried out, for tenants are very well able to pay. If evicted nobody would take land; tenants would be reinstated, and kept there by armed force. Expects tenants will not go on to decrees, but will pay, 18472-3. Witness is subjected to most malicious injuries; attributes this to the Rev. J. O'Malley, P.P. Edict published that witness must be banished for not having cause of Land League at heart. On 24th September all in his employment ordered off by mob; only one servant remains. Has no help in farming but his nephew. Herd holds house to prevent accommodation of another. Laundress ordered not to work, and dares not disobey. Cannot get his crops saved. Is four miles from Ballinrobe. Letters have now to be brought by police; former messengers threatened. Ten policemen live in his house; an escort wherever he goes, 18474-83. First trouble with tenants in June, 1879, when threatening notice posted on his gate for reduction of rents by 20 or 25 per cent.; this before it was known that 1879 would be a bad year. Tenants injured by fall in the price of cattle, and immediate unwarned stopping of credit by local tradesmen. Executions by tradesmen. English labourers, too, made very little, but Lord Erne's tenantry unaffected thereby. They are middling well off now. Believe nonpayment not caused by inability, 18483-94. Lord Erne, extremely liberal with tenants, allows half-cost of buildings, and gives timber. Made no change at passing of Land Act, but within last two months has withdrawn from practice, 18495-8. Believes Lord Erne first landlord that gave abatement; gave 10 per cent.; a cause of ill-feeling. Lord Kilmaine gave 15 per cent., Lord Ardilaun 30 per cent., and meal; Captain Knox no abatement, his agent, Mr. Darley, guarded by police. Fifteen or sixteen persons in the barony guarded by police, 18498, 18505. Lord Erne's low-lying, very good, limestone land; rents in bulk, not by acre. 10 per cent. brings them under tenement valuation, 18505-13. Has been picked out as a victim, to show power of Land League. Lives on, and farms, 300 acres; and has an off-farm of 1,000 acres. Has farmed in

Boycott, Charles C.—continued.

Mayo for twenty-five years, since he left the army ; at Lough Mask for seven years. Predecessor on farm of 300 acres was a Mr. Rutledge, a sub-sheriff, who was not evicted. No ill-feeling on part of people towards witness except as agent. If legal actions given up, all would go on smoothly, 18523-41. Labourers turned away by mob on 24th September ; not tenants of Lord Erne. They were afraid, as is every man in the country. There are marked men in the country who are the source of all this, 18542-9. Land League seems to direct payment of tenement valuation. Lord Erne's tenants offer below it. They have not offered it. Witness, if his own case, would not reduce these rents below 10 per cent. Lord Erne's tenants are comfortable, 18553-67. Witness believes his life to be in hourly danger. Is told so by friends who heard it from those who know. The whole country practically intimidated by Land League. A reign of terror. A Scotchman, named Brown, received a threatening letter a fortnight ago. A blacksmith threatened. Witness has not been threatened personally, or by letter, since June, 1879, 18568-80. No change in law would be a remedy on Erne estate for rents below valuation ; a revaluation for fixing rents, excepting permanent buildings and reclamation done within twenty years before passing of Act, would be compelling purchasers in Court to pay twice over for houses and improvements. The rents of some tenants would be raised ; these would be dissatisfied, 18581-90. Tenants have made most of the improvements on land, as a rule, the exception for landlords to do anything but receive the rent. Lord Erne allows for buildings, fences, and roads. He being very old, has not been on the estate for ten years. Amount allowed by Lord Erne during the last seven years £80 to £100. Not per annum, but in all, 18591-8. The rental is £1,000 a year, of which he, as tenant, pays £500. Would not leave while things are in trouble. When quiet will ask Lord Erne to take up agency, 18599, 18600. Lord Kilmaine's tenants agreed to pay at abatement of 15 per cent. Afterwards they fired shots over heads of Lord Kilmaine and his brother, saying they had as much right to the land as he, 18601-2. Is an Englishman. Not objected to by people on that account, or for any reason except that he does his duty to his employer. People would assist him only they are terrorized, 18603-7. No evictions during seven years' agency, 18608. Rev. J. O'Mally on good terms with him. Present conduct merely to show power of Land League. Country people, not town people, make resistance. Labourers very well off, 18608-25. Agency not worth more than £50 a year, 18631-2.

Robb, Rev. J. Gardiner, Clogher, Co. Tyrone ; Presbyterian Minister.—Galway.

Used to live in county Tyrone, 18633. To show failure of Land Act to stop arbitrary evictions, mentions case of John Smith, of Cavanakirk, on a large farm much improved by him, 18636. Tenants not allowed enough to deter landlords from evicting and making a profit, 18658. People ought to be satisfied if tenant-right secured by rent not being raised, and if evictions were done away with except for non-payment or misconduct, 18673.

Blake, J. H., Esq., Rathville, Athenry, Co. Galway ; Land Agent.—Galway.

Marquess Clanricarde's agent ; deputed by several owners and agents, 18690-4. Tenant-right does not exist on these estates. Lord Clanricarde's are yearly tenants under written agreements. Landlord used to pay county cess ; does not now, 18695-18708. Made no abatements last year. No difficulty in getting rent last year ; difficulty now, owing to agitation, 18709. Rents about 5 per cent. over tenement valuation ; 15 per cent. over would be a fair rent, 18717. Tenants have improved very little. Used to get slates or timber for building before

Land Act ; not now. Tenants have not improved more since, 18723-9. People got into difficulties with shopkeepers on account of extravagance. Women do not weave or make clothes ; buy in shops ; causes idle habits, 18730-7. Cut-away bog set at 1s. an acre, to be increased gradually in 15 years to 15s. an acre. Very little done on bogs let 10 years ago, 18738-45. Ill-feeling exists towards landlords and agents on part of younger people ; elders more respectful, 18746-8. As to legislation, emigration would be good on account of over-population in some districts where tenants could not live rent free, 18749. Farmer, to be independent of other support, ought to have 25 or 30 acres, 18752. Does not approve of transplanting people for reclaiming land, 18753. Government ought not to advance money to help farmers to purchase. Gives example, 18756. Labourers in a pretty fair condition, 18764-66. Griffith's the only criterion for rent, but not a correct valuation. Lord Clanricarde's rents about 5 per cent. over it, 18768. Rent not raised for tenant's improvements, 18774. £20,000 has passed through witness for draining, fencing, road making, and arterial drainage on Clanricarde estate. Thinks Land Act has checked such, 18776. Very few actual evictions. Ejectment not brought for under three years' rent, 18779. Tenants well off, 18791. Cannot say, but presumes tenants originally built houses, 18804. Clanricarde tenants substantially have fixity of tenure at fair rents, 18816. When adjusting rents at expiration of leases agent stated amount and tenant accepted, 18816. No general revaluation of yearly tenancies, 18820. Outgoing tenant probably gets something from incoming tenant ; sometimes incomer pays arrears of rent, 18822. The small amount charged for turf is spent on keeping bog roads in order, 18825-9. Clanricarde estate would be scarcely affected by law giving fixity of tenure at rent to be fairly fixed, 18830-2. Tenants will not clear drains ; think they would be doing their neighbours' work, 18833-5.

Persse, Burton, Esq., Moyode Castle, Athenry, Co. Galway ; Landowner.—Galway.

Has managed his property for 20 years ; 6769 Irish acres ; rental, £7,791, 18836. One eviction during 20 years, 18842. No difficulty in collecting rents till latterly. Not raised for some time before the 20 years, 18839-45. Labour bill averages from £1,000 to £1,500 for twenty years. Tenants of 5 to 10 acres supply labour ; a man would require 15 or 20 acres to live by farming alone, 18846-53. Neither yearly tenants nor lessees make much improvements, 18854-9. Griffith's much too low ; nearer the value on grazing farms ; $\frac{1}{4}$ to $\frac{1}{2}$ below rents on his estate, 18860-8. Formation of peasant proprietors the worst thing that could happen ; would mortgage and get into shopkeepers' hands ; would cause more idleness, 18869. A tendency to improve after Land Act, but it ceased, 18878. Land worn out by bad cultivation ; guano bad, also much seaweed, 18881-7. Land Act did not check his improvements, 18888-92. Most of property near Portumna ; some near Freshford, County Kilkenny. Larger holdings on latter. A leasehold the only bad farm there. Bishop of Kerry is a middleman of it, 18893-18903. In Galway farms much smaller, 18906. Did not give general abatement of rent, but gave as individual losses deserved, 18908. Details of only land case on estate, 18912. Tenants allowed for some improvements, 18923. Would be glad of an impartial tribunal to settle disputes as to rent, 18932. His tenants practically have fixity of tenure, 18935. Some tenants of his in Roscommon and King's County holding at and under tenement valuation, are his worst tenants, 19127-31. Has during last 12 years spent £800 in houses for small tenants, practically labourers, 19178-9.

Richardson, N. J., Esq., Tyaquin, Co. Galway ; Landowner and Agent.—Galway.

Would not object to impartial tribunal to settle

Richardson, N. J.—continued.

differences; he has had none, 18940-2. Makes all improvements on grass farms; scours the drains; gives assistance to farming tenants. Acts on English system. Pays all rates and taxes, 18944. Land Act made him not so anxious to improve, 18950. Last November rents all paid; sixty per cent. over tenement valuation; never had a case of non-payment; no complaints till lately, 18955. Tenants' improvements not taken into account for rents, 18962. Rents fixed twenty-five years ago; improvements since, 18962. Is agent for property in Roscommon. Rents twenty-five per cent. over tenement valuation, 18963. No difficulty about rents till lately, 18963. Tenant-right allowed, 18971. Half county cess paid on new tenancies, 18978. Cultivation and manuring wretchedly done, 18979-94. Two cases of ejection on title; none for non-payment, 18995. Tenants practically have fixity of tenure, 19001. Would try to buy outgoing tenant's interest, 19003. Scheme for peasant proprietors would be injurious, 19012. Many landlords would like to sell, 19012. Knows a lessee with twenty-one years to run, rent below tenement valuation, and he is worse off than his neighbour; having land too cheap makes tenants lazy, 19016.

Daly, William, Esq., Dunsandle, Co. Galway; Agent.—Galway.

Agent for sixteen years to Lord Dunsandle over 34,000 statute acres, 19021-5. Sale of holdings not customary, 19026. Landlord has made most of improvements. About £18,000 spent in arterial drainage, and road making in last twenty years, for which tenants not charged; they do not keep drains clean, 19026. Improvements rather checked by Land Act, 19044. Peasant proprietary on large scale decidedly injurious; possibly useful in a small way. Would not like an estate cut up by purchases here and there, 19050-6. Rents not raised for considerable time before present agency; no complaints till lately, 19057. One eviction during last sixteen years; tenant during last six months owed one and a half year's rent and was ruining farm; no crops. Indignation meeting; fences thrown down; farm idle, 19063-77.

French, Acheson, Esq., Co. Galway; Land Agent.—Galway.

Agent to brother, Robert P. French; 5,500 acres; tenement valuation, £3,458; rental a little over £4,000, 19087. Improvements checked now; landlord used to spend about £200 a year; helped in building, 19092. Tenants improve very little, 19096. As to county cess, no alteration since the Land Act, 19101. No change of tenancies since Land Act, 19102. All the labourers have more or less land, 19106. Tenant-right not customary, but practically winked at, 19115. Practically fixity of tenure exists, 19122.

Jackson, James E., Esq., Killagnell, Oughterard, Co. Galway; Owner and Farmer.—Galway.

Forty or fifty per cent. over tenement valuation a reasonable rent, 19133. Tenants cannot live off their holdings, 19135. Sale of interest not allowed, but it sometimes takes place, 19142. Gives instance of tenants breaking engagement about drainage, 19147. Some holdings too small to support one rent free, 19158. No demand for labourers in England or Scotland last year, 19160. Tenants are lazy, not as industrious as in Ulster, 19173. Freeholders not better off, 19174.

Malley, William, Dangan, County Galway; Tenant Farmer.—Galway.

Holds under Mr. Mullens and Mr. Persse, 19181. Messrs. Mullins and Kyne raised the rent on buying the property, forty years ago, 19194. Rise from £4 10s. to £9, 19197. Improved the property by carrying stones and fencing, and was doubled, 19198.

Valuation £6 10s., 19200. On the other farm, rise from £30 to £45, 19206. Gave a year's rent for the interest in the farm, 19216.

Malley, Patrick, Dangan, County Galway; Tenant Farmer.—Galway.

Holds under Mullins and Kyne, 19231. Rise of rent from £4 10s. to £12 10s., 19234. Last rise, nine years ago, 19235. Has improved, 19241. Pays town rates, 19244.

Molloney, Peter, Rahoon, Co. Galway, Tenant Farmer.—Galway.

Came back from California eight years ago with £400; bought holding for £140; seventeen acres; rent £25; too dear, 19254. Had losses in cattle; was processed for a year's rent last April; had to sell sheep and borrowed money to settle, 19292. Had no abatement, 19298. Did not understand the value of land, 19316. Thought his £400 would never be spent, 19322.

Cooley, Thomas, Newcastle, County Galway; Tenant Farmer.—Galway.

Holds under Mr. Algernon Persse, father tenant, 19329. Rise of rent twenty-eight years ago, £2 18s. 4d., an acre to £4, 19335. Have improved much, by removal of stones, 19338. Pays borough rates, 19340. Landlord disapproved of clearings, 19343. Griffith's valuation was fixed too high, 19349. Got no abatement, being behindhand with rent, 19354. Wants only a just rent to be fixed, 19356. Case of Mr. Mulchinich's tenants, 19361. Of the Bishop of Galway's, 19362. Tenants' debts, 19364. Artificial manures bad for the land, 19370. Better not to look for compensation, than go to law with a landlord, 19371. Domestic spinning and weaving absurd, 19374. The rates the great burden, 19376.

O'Flaherty, M. F., Esq., Tuam, Landowner.—Galway.

Has 1,705 acres near Galway; 276 acres near Tuam, 19381. Difficulty about getting rents for last two years, owing to agitation, 19385. Rents about twenty-five per cent. over tenement valuation; was offered the valuation, 19389. Case of process last year, 19400. Never evicted or distrained, 19405. Bought estate twenty-five years ago in Landed Estates Court, valuation being £810 then, now £820; rents fixed at time of purchase unchanged since, 19409; the land is cheap; tenants have practically fixity of tenure as long as they pay fair rents, 19408. Tenants have fixity of tenure, 19412. What improvements are made are by tenant, 19414. Sale of goodwill allowed, subject to landlord's approval of incoming tenant; about two years' rent is got, 19415-8. Has an insuperable objection to having rents fixed by tribunal; interference with market value causes depreciation; uncertainty how far interference may go, 19419-20. Knows in three neighbouring country parishes 620 who, if they got their holdings rent free, could not make a livelihood out of them even in best years; too many people in that part of the country—ought to be removed, either for reclamation or emigration, 19421-30. Believes the Land League will be a permanent institution; a fixed desire on part of tenants to become owners; no Act of Parliament will satisfy them except temporarily, 19431-8. Peasant proprietary on sufficiently large holdings, advantageous in the case of an educated, intelligent, thrifty people if not financially impossible, 19439-48. If his own estate were sold would continue to live in the country, the more happily; no social status attached to land now, 19442. People ignorant of agriculture here, not like France or Belgium; the province of Government to educate them by training schools throughout country, 19445-7. Tenants who got leases ten or twelve years ago are more prosperous than their neighbours, 19457. Fair rent and fixity would leave the question unsettled, 19459.

O'Hara, Colonel James, Lenaboy, Co. Galway; Landowner.—*Galway*.

Owens 3,700 acres; very few small tenants, 19463–8. Right of sale not recognised but not objected to; two or three years purchase have been given, 19469–70. Rents changed in a few cases, but not generally within recollection, 19471. Holdings of large farming class one-third over tenement valuation; several small farms under valuation; grass farms much above valuation; tenement valuation no fair test of value, 19473–5. Any improvements done by landlord—walls, drains, and houses, without charging for them, 19476. Land Act has checked landlord's improvements, and not stimulated tenants, 19480. Has led tenants to borrow money on the security, and made them improvident, 19481. Has spent £1,500, 19479. Rents last year well paid by large tenants; has not called on small ones yet, 19482. Farmers paying town rates not unjust, 19485. In disputes as to amount of rent should like to see arbitration more resorted to, 19493. Has very few disputes; only one ejectment since Land Act; a case of accommodation land, 19494. Fixity of tenure as long as his tenants pay their rents, 19497. Tenants do not improve, 19500. Rents have been raised in district by purchasers in Landed Estates Court, 19503.

Lambert, Thomas C., Esq., Cos. Galway and Mayo, Landowner.—*Galway*.

Owens about 4,000 acres in Galway and Mayo, 19508. Holdings generally small, 19512. No difficulty about rents till lately, 19514. Rents about one-third over tenement valuation, 19515. On one part of his estate, about ten years ago, unasked, reduced the rents one-third under tenement valuation, 19515. Very few changes of tenants; sort of modified tenant-right exists, subject to a veto, 19516–20. Tenants have not made many improvements; does not know who made houses and fences, 19521–4. Never had an ejectment; practically fixity of tenure, 19525. Tenement valuation not a fair test for rent, 19527. Would not advocate a peasant proprietary; holdings would soon be sold to more industrious neighbours, and a large number of holdings would soon disappear, 19529. Does not think it would be advantageous to remove landlords out of the country; personally sick of country, and would be glad to go; would not stay if a mere rent-charger, if control over estates taken away, 19543. Would have no objection to a general periodical revaluation for rents, 19557. Believes there will be another agitation if the three F's are conceded, 19558. People perfectly satisfied till two years ago; Michael Davitt began it, 19559.

Halliday, William H., Esq., Bushy Park, Co. Galway; Land Agent.—*Galway*.

Also owns land; was formerly Inspector of Land Improvements under Board of Works; agent for Colonel Charles Tottenham's estate, near Easky, county Sligo, 19560. Tenant-right not allowed there, but landlord purchases interest and improvements of out-going tenants, who were thoroughly satisfied, 19566. Only one ejectment, and tenant still living there, and will resume holding, 19571–80. Thinks a tenant ought to have a claim for disturbance in case of eviction for non-payment of rent; more should not be forfeited to landlord than amount of rent due; tenant unable to pay his rent should be treated like ordinary bankrupt, 19588–92. Land Act has tempted tenants to borrow, 19598. Leaseholders do not cultivate their farms differently to tenants at will; people, creatures of habit, 19600–1. About twenty-seven years ago Colonel Tottenham made main drains, fences, and improvements; for improvements of holdings he charged 4 per cent., for general improvements no addition to rent; has built houses, &c., for which 5, 4½, or 4 per cent. interest was charged. Between £7,000 and £8,000 were spent; improvements mainly done by landlord; tenants have built most

of houses; are always paid when leaving; Land Act has made no change in Colonel Tottenham's dealings, 19602–10. Peasant proprietary would be useful where tenant has saved money for part payment; a general formation of peasant proprietors would be foolish; Government ought not to advance entire purchase-money; repayments would be more than present rent, which, if it can be believed, is ruining tenants at present, 19622–6. Believes nine-tenths of landlords act fairly with the property that is intrusted to them with greater justice than other capitalists; but laws are against rogues, not honest men, and so far there may be necessity for legislation, 19629–30. Security in holdings ought to be secured to all at rent fixed by impartial tribunal, 19631–2. This would satisfy people. If Land League proposal for wholesale peasant proprietary were carried out, numbers would soon disappear; there would be no labour in this country for small tenants; agitators ask for more than they expect to get, and are willing to take, 19633–9. Is in favour of fair rents and free sale, but fixity of tenure would make landlords annuitants, without rights of ownership, 19640. Would give tenant security in holding; leases renewable upon adjustment of rent, parliamentary leases, and if turned out for non-payment of rent, tenants should not forfeit value of interest, 19642. Ulster tenant in such case allowed to sell and pay landlord out of proceeds; ought to be so in all Ireland, 19650. Terrible ignorance of Irish as to agriculture a great difficulty; schools of agriculture useless; farmers ought to get loans for improvements, expenditure of which to be subject to supervision of local officials, say county surveyors, not expensive officials of Board of Works; this would improve the farm, the farmer's knowledge, and would be a model; would not be afraid that tenants would mis-apply the money, 19652–19680.

Burke, George E., Esq., Danesfield, Moycullen, Co. Galway; landowner.—*Galway*.

Holds property in county Limerick in fee-farm from Lord Southwell, 19681–3. Details of circumstances which led to his name being posted on chapel gate as an exterminator; large farm lying idle on his hands; afraid to put cattle on it, 19684–19729. Has property in Galway; most tenants paid rent last year with abatement of 20 per cent., 19730–2. Two evictions; one thirty years ago, a quarrelsome man; the other let a grass farm in conacre, 19733–6. Latter made claim under Land Act; awarded full amount for disturbance from which deduction made for rent due, and damage done to farm; net award: £24; rent, £11 10s. per annum, 19737–43. Would approve of valuation for rent independent of landlord or tenant, 19749.

Gill, Mr. John, Salthill, Co. Galway, Hotel Keeper and Tenant Farmer.—*Galway*.

Is tenant to Secretary for War. His rent raised from £20 to £80; excessive; pays all taxes, 19750–89. Also tenant to Lord Clanricarde since 1850; former rent, 10s. an acre; raised to 30s. ten or 15 years ago owing to drainage; land now worth £5 or £6 an acre; Lord Clanricarde's rents most reasonable, 19790–19804. Rents unduly raised by Land Court purchasers, friends of witness, 19805–7. Also tenant to Captain Blake Foster; no complaints against him, 19808–9.

Daly, Colonel John Archer, Raford, Loughrea, Co. Galway; landowner.—*Galway*.

Owens 12,000 acres; tenement valuation, £3,700; rental, £5,000, 19812–5. Had difficulty with tenants last year; made no abatement; tenants refused to pay at all; served ejectments; no actual eviction; rents paid; thinks many tenants glad at being made to pay, 19816–7, 19821–9. Estate rules against sale of holdings; occasion for enforcing has not arisen, 19819, 20. Hanging half gale exists, 19830. Some large farms from 100 to 200 acres; not many small holdings; rent averages £1 an acre, 19831–5. Good deal of reclaimed moun-

Daly, Colonel—continued.

tain land. Tenants not rented for it except in one case of 10s. an acre; is thinking of putting small rent on to keep up right, 19835-40. Assisted tenants with timber, &c., in building, 19841. Labourers comfortable, 19842-53. Only one eviction during twenty-nine years, quarrelsome man; son put in as tenant; £120 awarded under Land Act; tenants practically have fixity of tenure; rents not raised; old holdings not altered, 19857-66. Sale of interest not recognised; few tenants leave, 19867, 8. Rents raised of some tenants who voted the wrong way; done after, would not say because of, voting, 19869-75. Has in twenty-five years spent £8,946 in improvements, exclusive of demesne, &c., includes labourers' cottages, drainage, &c. Labour bill besides varies from £500 to £900 a year on land in occupation, 19876-9. Believes tenants built houses with help of father; rent not therefore increased, 19879-81. Land Act has not diminished his improvements, but he will not continue them, 19882. Does not want to sell as long as he can meet his charges, 19883. Would approve of peasant proprietary if tenants solvent, occupying at least twenty-five acres of fair tillage land, subdivision to be forbidden. General scheme would be bad; small purchasers could not carry on; emigration best remedy, 19885-19900. Leaseholders with long term to run at low rents, in worse condition than tenants-at-will, 19901, 2. When a tenant dies, the son recognised by father is continued as tenant, 19904-7.

Hart, Mr. Martin Raphael, Clifden, Co. Galway; Innkeeper and Land Agent.—Galway.

Has been agent and Chancery receiver over estates in Galway and Mayo, 19908-15. Tenant-right not recognised on these estates, 19916-20. Landlords, now and before Land Act, have only made trifling improvements; everything done by tenants, 19921-4. Instance of appropriation of tenant's improvements by landlord, 19925-7. Landlords not much deterred from evicting by having to pay compensation for disturbance; many since Land Act by Law Life Society; insufficient compensation in some cases, 19928-48. Fear of rent-raising and eviction deters tenants from making substantial improvements, 19948-9. A new valuation ought to be made, and, except in case of graziers (19979), fee-farm grants made thereon; no disturbance but for non-payment, 19950-1. Believes agitation would not follow against payment of any rent at all, 19959. Some particulars about the Portacarron lease, 19968-72. Absentee landlords ought to be taxed, 19973-4. Waste lands valued low by Griffith; in many cases have become valuable for grazing; taxation chiefly borne by highly-rented tenant of arable land; much waste land might be reclaimed, 19975-82. Instance given of rent paid by grazier, £50 (tenement valuation, £7 10s.), not rack-renting, for valuation entirely under real value, 19991-3. Corporations ought not to be landlords; Government ought to buy up their land and become landlords, 20031-33.

Joyce, Michael, Rahoon, Co. Galway; Tenant Farmer.—Galway.

Holds two acres within the borough of Galway at rent of £8 (tenement valuation, £4 5s.), under Miss Julia Daly; rent raised from £4 fourteen years ago by Father Peter Daly, when he purchased, 20038-62. Land very bad; makes his living as a mason, 20077-84. Received no abatement, 20092.

M'Grath, Michael, Upper Dangan, Co. Galway, Tenant Farmer.—Galway.

Has held for twenty-three years over two acres, about one and a half miles from Galway, at rent of £5, from Mr. Kearns, 20100-12. Rent excessive—supports himself as a mason, 20113-20. Would gladly pay more than £5 for thirty-five years to become owner, 20149.

Kerins, Mark, Letragh, Co. Galway; Tenant Farmer.—Galway.

Holds four acres, about a mile from Galway, at rent of £6 5s. 10d.; land very bad; unmarried; lives entirely by and on his holding, 20151-94.

Bailey, Mr. Abner, Enniston, Castle Hackett, Co. Galway; Tenant Farmer.—Galway.

A Scotchman, 20223. Holds, by twenty-one years' lease, 200 acres from Mrs. Kirwan; has nothing to say about his own holding, 20195-8, 20255. Rents of grazing farms raised by competition; unchanged for thirty years in case of tillage, 20201. Good lands too highly valued and rented, 20205. Valuation not a fair test of rent; grazing land not valued highly enough, 20210-2. For fixing of rents would like free competition; arbitration might be useful; desirable that a practical valuator should fix rent, and that tenant should not be disturbed while paying rent; would encourage improvements, 20214-5, 20226-7. External walls built by landlord, field fences by tenants, 20232-5. People far better off than when he came to the country thirty-five years ago, 20236-40. Agriculture bad, but people quick in learning, 20241-5. Rents not raised by Kirwan for thirty-five years; small purchasers in Land Courts raise rents, and discontent spreads like a disease from such estates to good estates, 20246-52. Very little tenant-right exists; few changes in tenancies; succession from father to son, practically fixity of tenure, 20263-71.

Gairdner, John, Esq., Lissbeg, Eyrecourt, Co. Galway; Land Agent and Tenant Farmer.—Galway.

Agent for twenty years to Mr. Pollok for 30,000 acres; farms 2,000 acres, 20272-6. No tenant-right on estate, 20277. Mr. Pollok, a Scotchman, purchased in Court more than twenty years ago; thought he would get absolute possession of whole estate; paid £250,000 for fee-simple; buying out tenants for amalgamation of farms, and improvements at starting cost £350,000 additional; portion of estate divided into farms from £200 to £2,000 a year rent; portion of estate, £1,800 a year, still held by 200 small tenants; large tenants hold by lease; small at will, 20278-91. Large rents not increased lately; small reduced ten years ago, 20292-4. No evictions or claims under Land Act, 20295-6. Small tenants do not make improvements; houses presumably built by themselves; Mr. Pollok now helps in building, 20297-20300, 20341-2. Mr. Pollok does all improvements on large farms; lessee covenants to keep in repair, 20301-3. Present destitution largely caused by dearth of work in England; some of Mr. Pollok's small tenants go; holdings too small for sole support; not enough of work on estate for all, 20304-7. Many owe two or three years' rent; no money abatement, lest publican should get it; seed corn and potatoes given proportionally to every tenant on estate, 20310-4. Good deal of bog; reclamation not remunerative; some done gradually; rent not raised, 20315-7. Landlord pays half cess on large holdings; small tenants pay all, 20318-20. No alteration in law could improve small and destitute tenants on small holdings, 20323. Would be paupers in two years if made proprietors, 20323. Mr. Pollok gets a fair return on outlay, but not what he expected, 20329-31. Large tenants most satisfactory, but graziers most seriously affected by late depression, 20332-4. Labourers have good wages, house free, &c., 20348. Subdivision greatest difficulty about small holdings, 20368-9. Would be fatal to peasant proprietary, unless preventible, 20374. Emigration the only cure, 20377.

Kyne, Messrs. Timothy and John, Knockranny, Moycullen, Co. Galway; Tenant Farmers.—Galway.

They and two others hold undivided fourths, 1,700 acres of watery moor, by lease, made in 1822, for three lives (two still surviving), and thirty-one years at rent of £101 10s. Present landlord, Surgeon-Major Kilkelly, agent, Mr. Stapleton, 20379-96, 20416. Timothy Kyne applied for £150

Kyne, Timothy and John—continued.

to Board of Works, refused because all lessees did not join; landlord could have got loan if he wished; reclaimed land relapsing, 20397–20417. Rent raised in 1803, from £60 to £110 Irish, 20418. In March, 1870, both as yearly tenants took another farm of ninety acres from Mrs. Brown, at rent of £65, tenement valuation £42, 20431–6. Stubbing of land by tenants forbidden, landlord offering without meaning to do so, 20439–20504. Would improve more with security of tenure at fair rent; present rents too high, 20506–11.

Flynn, Patrick, Rahoon, Co. Galway; Tenant Farmer.—Galway.

Holds from Miss Julia Daly 2A. 2R. 34P. at £9 10., raised by Father Daly from £4 5s.; rent too high, 20516–24. Supports himself as a mason, 20525–6. Within the borough of Galway rates high, 20528. No abatement given, 20529.

Barrett, Patrick, Claybane, Co. Galway; Tenant Farmer.—Galway.

Holds twelve acres two miles from Galway at £7 a year. Valuation £6. Rent raised twenty years ago from £5. To high, 20530–49.

Hussey, Margaret, Rahoon, Co. Galway; Tenant Farmer.—Galway.

Holds forty acres from Mr. John Brown of Moycullen. Expended £200 in road-making, for which promised allowance by landlord who now refuses to pay, 20550–8.

Carey, Patrick, Drum, Rahoon, Co. Galway; Tenant Farmer.—Galway.

Holds from Mr. F. Comyn nineteen acres at £13 9s. 6d.; tenement valuation, £4. Rent too high; was £6 6s. twenty-five years ago. Was obliged to exchange some good for bad land. On complaining of high rent was threatened by landlord, 20559–78.

Curran, Darby, Turbough, Co. Galway; Tenant Farmer.—Galway.

Holds from Colonel Daly nine acres of bad land at £9. Rent too high. Would give it up, but has only workhouse to look to, 20579–92.

Griffin, John, Lettruck, Co. Galway; Tenant Farmer.—Galway.

Holds from Mr. A. Persse seven acres within borough of Galway at £9 10s. Tenement valuation, £5 10s., 20593–8. Has made improvements without assistance from landlord, 20599, 20600. Rent too high, 20608.

Flaherty, John, Drum, Co. Galway; Tenant Farmer.—Galway.

Holds from Mr. F. Comyn about twenty acres of mountain land at £13. Tenement valuation, £4. Reduction promised but not given. Rent too high, 20611–23. Tilled a plot of ground and had to pay 15s. additional. Landlord denies it was part of holding, 20623–5. Tenants have to work at 10d. or 1s. when strangers get 15d.; tenants get only 2s. 6d. for use of horse and cart when strangers get 4s., 20627.

O'Sullivan, Michael, Rahoon, Co. Galway; Tenant Farmer.—Galway.

Holds land from Mr. Aide, Mr. Kelly, Mr. V. Fitzgerald, Mr. D. Persse, within borough of Galway, 20631–6. Rents too high. Offered to surrender to Mr. Persse a lease ending in 1881 and give him £20; refused, 20637–8. Has to hold some land at a loss as he keeps 250 cattle and sheep and horses, 20645–7.

O'Flynn, Thomas, Clifden, Lodge, Upper Dangan, Co. Galway; Tenant Farmer.—Galway.

Holds from Mullins and Kyne seventeen acres at £50. Tenement valuation, £27, 20648–51. Is in business, could not have supported himself by land; rent too high, 20653. Has made many improvements—landlord none, 20661–2.

Seymour, Colonel Thomas, Ballymore Castle, Cos. Galway and Mayo; Landowner.—Galway.

Bought 2,000 acres in Incumbered Estate Court

in 1852. Shortly after was offered twice his money. Petitioned by tenants to remain; with their consent raised rents and remained, 20668–74. Rents withheld more from conspiracy than poverty; never refused before, tenant who paid not allowed to sell in Milltown market. Another paid privately through cheque of third person; defaulting tenant seen by witness' son changing English notes in Bank, 20669–77. Had only one eviction, twenty years ago, 20675. Never distrained for rent, 20680. Numbers well off, got relief from distress funds, 20684.

Robinson, George J., Esq., Rounstown, Cos. Galway and Mayo; Land Agent.—Galway.

Agent for estate of Mr. Berridge, formerly owned by the Law Life Society, and for other estates, 20690–2. Tenant-right allowed on Mrs. Blake's estate; not on others, 20693–6, 20701. Mrs. Blake's tenants very poor. They used to make money by kelp trade, 20697–700. Law Life Society between 1855 and 1870 spent £40,000 in improvements, drainage, roads, buildings, &c. Mr. Berridge spent £4,000 in road-making in last three months, 20705, 20711. Rental on paper £13,000 or £14,000. No rents paid by small tenants owing to agitation; large tenants suffered most by season; processes cannot be executed owing to lawless state of country, 20708–27. People resist county cess collectors; agent declines to pay county cess for them as previously, because rents were not paid, 20730–3. People used to pay until Land League agitation; were demoralized by relief funds, 20738–42. Would approve of a peasant proprietary in case of a thrifty industrious class of large farmers; a general scheme would never do; small owners would not succeed, but would live as well if owners as tenants, 20748–55. Had a good many evictions for purpose of abolishing rundale, but nearly all restored to possession; the figures of the evictions not actually carried out made the foundation of attack on Law Life Society, 20756.

Noon, Patrick, Mounteigh, Co. Galway; Tenant Farmer.—Galway.

Holds along with thirty-nine others from Lord Claremorris 18 acres; forty houses on property; about 200 people in all; rent £3 18s. 6d., more than the valuation, 20759. Forty acres taken from them thirty years ago and given to a farmer, 20766. Support themselves by turf cutting and by labouring, 20780. Land now flooded, 20783.

Codyra, Peter, Rahoon, Co. Galway; Tenant Farmer.—Galway.

Holds from Miss Julia Daly, 3 acres within borough of Galway, at £8; raised from £1 by Father Daly; valuation, £3; rent too high, 20785–98.

Heffernan, Michael, near Galway, Tenant Farmer.—Galway.

Holds from Mullins and Kyne less than 20 acres, at £27 10s.; old rent £21. Improved and reclaimed five acres without help of landlord, 20799–20810.

Toole, Martin, Obans Well, Co. Galway; Tenant Farmer.—Galway.

Holds five or six acres on Comyn's estate, four miles from Galway, at £6 10s.; valuation £3 10s. Land would be dear at £3. Built house and stable, and made drains, &c., without help of landlord, 20811–21.

Toole, Edward, Killina, Co. Galway; Tenant Farmer.—Galway.

Holds from Mr. Martin, of Killina, at rent of £13; valuation £9 10s.; old rent £9. Rent too high; no abatement. Improved his holding without help, 20828–36.

Harvey, Mr. Joseph, Dartfield, Loughrea, Co. Galway; Tenant Farmer.—Galway.

Holds about 6,000 acres, some in King's County, 20837–42. Has no grievances of his own, 20844. Ulster custom ought to be defined by legislature,

Harvey, Joseph—continued.

and extended over all Ireland, so as to secure to tenants value of their own improvements, 20846-50. Tenants shrink from improving from feeling of want of security, 20851-4. Rents ought to be fixed by agreement, Arbitration dangerous except independent or made by Government, 20855-7. The landlord should have power to select an incoming tenant, 20859. But the tenant should have the right of sale, 20860. Estimating the value of the farm by the rent obtainable, and by people bidding high to get possession, has in great measure caused the difficulty about the rents, 20861-4. Evictions have only taken place for non-payment of rent, not to obtain higher rent, 20865. The present agitation is the cause of the non-payment of rent, 20866. Abatements are fair, 20867; and have been made by landlords generally in his neighbourhood, 20868. His tenants are not badly off, and but for the agitation would have had no difficulty about paying rent, 20869-71. Used formerly to pay their rents, and live tolerably comfortable, but they have paid no rents for the last three years, 20872. They lived extravagantly in good seasons, 20873; and found it difficult to return to former habits. They neglected the cultivation of the land, and took to grazing which did not pay, 20874-6. They exhausted the land by using artificial manures, 20877-8. Farms 6,000 acres, 20881. None of which he sublets; 5,600 acres in Galway, and 400 acres in King's County. It is mostly arable, 20882-7. In the majority of places he has no leases. Has five landlords, and lives on a property of 800 acres, 20888-9. Employs a large number of labourers all the year round at wages of about 8s. a week, 20890-2. Provides cottages rent free for some, the rest find accommodation in the neighbourhood, which he thinks they do not pay rent for, 20893-6. They are fairly well off, 20898. As a rule labour is easy to get, 20899-20900; and the people do not seem discontented, 20901. Knows of no agitation on the part of the labourers, 20902. His rent is above the valuation, 20903. In no case equal to or below it, 20904. Approves of the tenant-right of the North, 20905; but it requires improvement, 20906. If land were let at fair rent, and tenant left in possession if he paid his rent, and did not sublet, it would meet all objections, 20907. A Government valuator might be called in to settle differences as to rent if the parties concerned could not agree, 20908-11. Does not consider the Chairman a satisfactory tribunal for the valuation of rent, 20912. For if power be placed in the hands of a man he should be a thoroughly practical man, and well acquainted with all details of landlord and tenant, in connection with letting of land, 20913. The fairest way to settle rent is for men to settle it amongst themselves, 20915-18. No peasant proprietors about his neighbourhood, 20919. Approves of State assistance to enable a man to purchase his holding, 20920; but it could not be done throughout Ireland, 20921; because it would take too much of the capital necessary for a man to work his farm with. Capital, skill, and industry, are requisite for the improvement of land, 20924. Railways are wanted throughout the country. He is twelve miles from a station, and there is great difficulty in getting rid of produce, 20925. Has been farming since 1837, beginning in a small way, and increasing since 1846 up to present time, 20928. Has been successful until three years ago—the climate principally affected the sheep farming, causing great loss. Without sheep farming and breeding they could not pay such rents, 20930. An improvement has taken place this year, 20931-3. Lost £7,000 in wool alone. It is difficult to get a railway, for though much wanted and wished for, there is not much money forthcoming, 20934.

Kilmartin, Mr. James, Sr., Co. Roscommon; Tenant Farmer.—Galway.

Is a member of the local council of the Land

League, 20937. Formerly the Tenants' Defence Association, 20938. Gives evidence as an individual, not as a member of the League, 20940. Has had much experience in the working of the Land Act, 1870, 20941. It has worked ill. At first it stimulated industry and improvement, but the power given to landlords to raise rent removed security, checked improvements, and created discontent. In many cases the landlord has raised the rent, and thus confiscated the property of the tenant, 20942. It is an inducement to landlords to raise rents, 20943. And has been done in his neighbourhood. In one case a tenant being promised a renewal of his lease, made vast improvements, and then found it was raised, 20944-20947. Grazing covenants should be rendered null and void, as they do an immense amount of harm, 20948-9. Tenants on large farms in recent years were very hard pushed, 20951. Disapproves of pasture in toto, as contrasted with tillage, 20952. It tends to consolidate farms. Land to let is generally let as grass. It should be sufficient protection to the landlord not to allow the tenant to do anything to deteriorate the land, 20953. He might subdivide to the extent of thirty or forty acres, 20954-209099 and, as a rule, it would be unfair to prevent "conacre," 20955. He should not become a small landlord on his own account, 20956; but after his death his son might hold it, 20957. Peasant proprietorship desirable, but expropriation not possible, 20958. Buying out all the landlords would be beneficial, but not practicable, 20960. Peasant proprietorship basis of fair settlement, 20961. Facilities for purchasing should be afforded to industrious tenants, 20962; and so in time it would become a national institution, 20963. Not fair to turn out landlords without their consent; the purchase money would be their compensation, 20964-6; and tenant should pay fair rent, 20968. Tenant paying fair rent not to be turned out while doing so, and with liberty to sell his holding would be fair—(see also 20907)—Ulster custom defined and extended over Ireland would settle the land question. Tenants are comfortable on an estate where this prevails, 20968; and dissatisfied on an adjoining one, 20969. Differences between landlord and tenant as to rent should be settled by arbitration. The letting value of the land should be considered, but not the tenant's improvements. The value of the tenant's improvements and value of his tenant-right should be considered in settling rent by arbitration, 20972-4; but outside the Land Court, 20976. Approves of Government arbitration, 20977. Griffith's valuation well done, 20980. Likes fixity of tenure and free sale, 20981; but it cannot be carried out, 20982. The people would fall back on the old scheme, when they have seen the merits of the different schemes, and will prefer it, 20983. Gives preference to peasant proprietary, if obtainable, 20984. The people do not understand the question, and would not like it if they did, 20985. No one asks for the land for nothing; they distinguish between right and wrong, and desire what is fair, 20988. Peasant proprietary preferable to perpetuity leases, 20990. The Irish peasants to gain it would make some sacrifice, 20992. There would be no loss to the country if the Government gave tenants the same facilities to improve their estates as landlords at present get, 20993. The work to be carried on by Government, and the cost apportioned to each tenant, 20994-6. Arterial drainage necessary, and a compulsory rate charged, 20997. Might subdivide to his son (see also 20954), but not less than twenty acres, 20954; 21000. And would allow him to erect buildings, 21001. Farms under twenty acres led to great poverty, 21002. Witness holds his farm (of 112 acres—20998) on lease for twenty-one years, 21003. The rent was raised when new lease was granted, and it was his own case he cited, (20944) 21006. Customary to grant twenty-one

Kilmartin, James—continued.

years' leases on the estate of his landlord, 21007-9. Security to residential tenants not to be extended to tenants holding outlying farms; leases prohibiting tillage should be null and void, 21010. Grazing tenants to be left to the law as it is, 21012. People would be satisfied then; graziers he regards as the curse of the country, 21013. Rents were raised on Lord Ashbrook's estate since 1870, and leases granted on Mr. Potts' estate four years ago, 21014. Is a good landlord; his tenants erected houses and walls; witness advised the tenants not to accept leases with clauses prohibiting claims under the Land Act, and they were struck out. There are still objectionable clauses in the leases, viz., forbidding erecting buildings without landlord's consent, and reclamation of bogs, 21015. Leases were given to small tenants, 21016. They cannot contract themselves out of permanent improvements, 21019. Does not know six tenants who could provide one-third or one-fourth of the purchase money of their holdings, for they are much reduced in circumstances. Preventing tenants from selling is a hardship. Lord Clancarty does not allow it lest it should become a custom, and refused to allow a woman to sell. This rule is injurious to tenants, 21020. When in arrear for rent can only claim for improvements, not for disturbance; she would get £100, if permitted to sell, instead of £18 allowed by Lord Clancarty, 21021. Landlord would get arrears out of proceeds. Custom of selling on one estate and not on another is unfair. If Ulster custom was extended it should be properly defined, 21022. Tenants on Mrs. O'Brien's estate made great improvements; eleven were served with notice of ejectment, demanding the increased rent, or otherwise double the existing rent, 21026. This took place about three years ago, 21027. Attempts made to raise rent, but in consequence of public opinion she desisted, 21028-21031; and left them the land at the old rent, 21033. Small landlords are, as a rule, worse on their tenants than the old landlords, 21035.

Joyce, Mr. Thomas F., Mount Tyrone House, near Lennane, Co. Galway; Grazing Farmer.—Galway.

He and his father farm nearly 9,000 acres of mountain land in Connemara, 21037. In what is called the Joyce country, 21039. The right of tenants to sell hardly exists there, 21040. Has two landlords, 21041. One of whom recognises the right to sell, 21043. Sales are decreasing, 21044. A tenant surrenders the lands to his landlord. It is advertised for sale and goes to the highest bidder. Rents not raised, 21045. Holds 21 years leases since 1847, and on expiration cannot claim compensation. Should be placed on some footing as yearly tenants, 21046. People not satisfied with tribunal of Chairman, 21050. Expensive and leaves much to the chairman. His father claimed compensation for improvements, but had to relinquish his claim and pay costs; and dilapidations, though none existed, 21052. Complaints of covenants in leases, 21053. Objects to grass farm covenant, 21055. Land already dear enough without paying county cess, 21058. Fraud on Act for landlord to pay half county cess and put it on rent, 21059. Not mentioned when agreeing to pay the rent, but introduced into lease afterwards, 21060-1. Pays £500 per cent. over Government valuation; others £300, some £200, 21063. Rent of grass farms exceeds valuation more than other farms, 21064. Many landlords have increased their rents since passing of Land Act in Connemara and Mayo, 21065. Rents are generally raised by new landlords—"landjobbers"—they are the curse of the country, 21068. A large amount of improvements made by tenants, not by landlords; Sir A. Guinness is building houses for his tenants, 21070. The Land Act checks improvements of, 21071. Landlords object to them, and

tenants are afraid their rents will be increased; a tenant wanted to build on to his house, but was warned he would be evicted if he made the improvements; his family are now herding with the cattle, 21072-3. Not many cases of tenants claiming and obtaining compensation, 21074; but many evictions, 21075, and they can claim compensation, 21076-7. On the estates of Lord Sligo and others, 21078. Several have been evicted by Lord Sligo, 21079. Within the last six months, 21080. Tenants cannot purchase holdings in that district because lands are held in common; the whole village might be in one lot, 21081-2. This is where there is a great extent of mountain land, 21083. Extension of purchasing clauses of the Land Act would be a good remedy but tenants are now too poor to buy, 21084. Government should enable them to buy by advancing entire on holdings up to £10 valuation, 21085. Landlords should be compelled to give them a twenty years' purchase on the valuation, 21087, and Government compelled to make rent at Government valuation, 21088. But if tenants hold at a fair rent and pay it they should not be obliged to turn out, and should have a right to sell—it would be an equitable settlement, 21089. It would satisfy the people, but the Bright clauses should at same time be extended, 21090. If they had the land they could live on it, and pay a fair rent fixed by an honest man, 21091-3. Rents not paid in Connemara through inability, and because they are too high, 21094-6. Not true that they can, but will not pay. Potatoes failing and land too bad to grow corn, &c., 21097-8. Cause of potatoes rotting unknown, 21100. In some places land exhausted by artificial manure, in others it is hungry, 21102. Guano is used, 21103. People very industrious, 21105-6, and improving the holdings, 21107. No doubt, as to industry of people, 21108. Lands held under lease, at end of lease new bargain is made by open competition, 21109. Case where house had been built and other improvements made, and rent raised from £50 to £100 on his own improvements, 21111. A tenant must give higher rent to retain his holding, 21112; his improvements not taken into account at all, 21113. These leases are now falling in, 21114.

Palmer, Mr. Thomas, Galway, Merchant.—Galway.

Is a merchant, and holder of land near the town, 21115-7. Rent is exorbitant, and lease is full of clauses, 21118. Rents eleven or twelve acres at £64 a year, 21119. Lease contains clause barring all compensation, 21123-4. Was a yearly tenant before taking a lease, but, wanting the land, landlord had it all his own way, 21126-28. No residence on it, 21130. The land has "increased value" above the ordinary letting value, 21133. Agriculture is in a low state owing to the ignorance of the tenantry and apathy of landlords to improve, 21134-21137. This refers to the country round about, 21135. Hence it is difficult to pay rent, 21136. Different state of things in the north (Hillsborough), 21138. Losses incurred by shedding of the crops, 21140. Nine-tenths of the evils of the country caused by absenteeism, 21141. Fair rent and no disturbance while rent is paid would be a help, 21142. Advocates Government reclamation of lands then to be let out in plots of 200 or 300 acres, 21143. Reclamation on large scale could not be done by the tenants individually, 21145-6.

Mahon, John Ross, Esq., Messrs. Guinness and Mahon, Dublin; Cos. Galway and Roscommon, Land Agent.—Galway.

Is a land agent of the firm of Guinness and Mahon, 21147-8. And is agent over counties of Galway and Roscommon, 21149. Tenants on the estates are not allowed the right of disposing of their agricultural holdings, 21151-3. When leaving, owing to bad circumstances, small sums have been given to tenants, 21154. A tenant can dispose

Mahon, John Ross—continued.

of his holding by will, but it is unusual to do so, 21156. No ejectments have been brought for a long time, 21157. Then only for non-payment of rent, 21158. Limits of compensation are unreasonable as regards landlords, 21159. They must pay for useless cottier houses, 21160. Claim in the Land Court for compensation once only, and tenant got no more than agent offered, 21161-8. Not many leases on the property. Land Act made no difference in number. Granted generally to large farmers for term of years or lives, 21169-71. Small tenants decline leases, thinking the landlord would be more liberal to a yearly tenant, 21172. Grass lands let much above the Ordnance value, 21173. Land Act of 1870 has made no difference as to raising rent, 21174. Before the passing of the Land Act rents were raised (15 or 20 years ago) on the Pakenham estate, 21175-8. Very large sums spent by the landlords on the estates under his management in land improvements and arterial drainage, 21179. Most of it on the tenants' land, 21181-4. Similar outlays on other estates, 21186. In drainage, 21190. And road-making, 21191. Tenants' fields drained, 21194. And addition made to rent, 21195. Interest on the outlay only charged, 21197. The tenants reclaim bog land, 21198. There is considerable profit on first two years' crops, 21200. But reclamations on a large scale cannot be profitably carried on, 21201. This he has had experience of on Lord Clonbrock's estate, 21202. Describes the improvement of waste land as a struggle for life; more would be spent in reclaiming than the value of the fee-simple, 21207; *i.e.*, the value in its improved state, 21209. Rents on his estates are reasonable, 21210. Small tenants on Lord Clonbrock's estate pay $12\frac{1}{2}$ per cent. less than the Ordnance value; grass tenants 20 per cent. more than the Ordnance value, 21211. Part of a townland taken up in 1848, and ploughed. No one was ejected. All got plots, 21212. Tithes paid by landlords and no addition made to rents, 21213. Rent of Sir W. Mahon's estate at Aghagower not exorbitant, 21215. As a rule lands are poor, and where that is the case tenants are very poor. Roads have been mended, and much money expended on it by the landlord, 21219. The holdings are small, and the land very poor, 21221. At Derrycarberry the Ordnance value is £80, the rental £90, 21222. The rents have not been raised lately on these two townlands, 21223. The people are comfortable, and pay their rent with great regularity, 21224. Receives £50,000 a year of rents, 21225-6. Practically there are no evictions or notices to quit, 21226. And practically fixity of tenure. In 1847 the Strokestown estate was covered with paupers; each tenant had an average of $3\frac{1}{2}$ acres, and almost every man had an under-tenant, 21228. They were starving, and lived on conacre, but paid their rent till the potatoes failed, 21229. On taking the agency in that year he stipulated for a large outlay in emigration, drains, and improvements. Major Mahon paid the first instalment; his successor, Mr. P. Mahon, was very liberal, and the farms were got up, relet, and the estate is doing well for an Irish estate, 21230. It has much improved of late, and the condition of the tenants also, 21231-2. As an instance of subdivision four families lived in house with one door, 21233-4. No means of checking it, and it is more common than subletting, 21235-7. The landlord is able to prevent subletting, 21238. Knows nothing about tenants purchasing their holdings, nor about Ulster tenant-right, 21239. Subdivision or subletting would bring tenants back to their former state, 21241. The Crown finding they could not manage their lands in Roscommon and Galway sold them, as they did not wish to bring the Government into collision with the people.

M'Donnell, Martin, Esq., Dunmore, Tuam, Co. Galway; Merchant.—Galway.

Is a merchant in Galway and a landed proprietor of 14,000 to 16,000 acres in Galway, Roscommon, and Mayo, 21214-6. Rents vary—high in some places, fair in others, 21247. Re-valuation desirable, owing to improvements, 21248. Partly done by landlords, principally by tenants, 21249. A re-valuation would set the difficulty at rest, 21250, and be an improvement, 21252. Should be for letting, taxation, and all purposes, 21253. Tenants should hold at a fair rent, and not be disturbed so long as he pays, 21256-8. Approves of selling to increase another holding, but not of division, 21259. Bought his lands in 1853, and it was wretchedly poor—let it for less than it was six years previously, made no change in rental for 21 years, 21260-5. Has waste land which he is reclaiming, 21266, and means to add it to tenants' holdings, 21268-9. Has improved property by draining, 21270, and charges interest, 21274-6. Rents not paid for two and a half years, 21277. Offered considerable abatements, but got no money from some, 21279. Cited cases of extravagant rents not fairly selected, 21280-2. Owing to ignorance in making valuation it is no test of fair rent, 21284. Would like an independent valuation, 21287, and it is essential to the interests of the country 21288 and important to proprietors, 21289. Has allowed tenants to sell but it is not a custom, 21291-3.

Graham, Mr. John, Miltown, Co. Galway; Tenant Farmer.—Galway.

Farms 20 acres at a rent of £28 from Dr. MacHale, the Archbishop, 21294-8. Country is in a bad state, 21300, and land is let too high, 21301. On one estate rents are double the valuation, and it is impossible for tenants to pay, 21303. New valuation necessary both for landlords and tenants, 21306. Labourers are in a bad condition. They should have not less than ten acres if they have families, 21307. If employed by large farmers to till the land they would be better off, 21308. Over 10,000 acres near witness which, if reclaimed, would be worth four times its present value, 21310-3. Recommends the passing of a Bill to secure fair rents fixed by independent arbitrators, 21317. No eviction while rent is paid, 21318, and tenant should have right to sell his interest, and the landlord a veto on incoming tenant, 21319. This would satisfy the people, 21320. People want that encouragement to do better, 21322, and and landlords would get their rents, 21323. Ejectments have been issued by Colonel Seymour, 21324. Houses are very bad, 21325. Labourers cannot live on less than ten acres unless they get work from outside, 21326. Absenteeism is an evil, 21327. Neither landlords nor tenants feel secure now, 21328. Fixity of tenure and fair rent would satisfy the tenants, 21330-1.

Hanley, Mr. Patrick, Moycullen, Co. Galway; Tenant Farmer.—Galway.

Holds about sixteen acres and a tract of mountain pasture paying over £14 for it, 21333-8. It is more than twice the valuation, 21339. About sixteen people rent the mountain in common, 21340. Had never been let on lease, 21343. Each can put as much stock on it as he is able, some of it being good for pasture, 21345. Part of his holding has been reclaimed by his father, 21347. The agent is harsh on the tenants, 21351-3. Rent not been raised, but an attempt was made to take away the pasture, leaving the rent the same, failing that, notice to quit was served, 21354. Ejectment decrees granted, some accepted terms offered, 21356-59. Others claimed compensation for houses, reclamation and disturbance, but the cases are not yet settled, 21360-64. Rents are too high, but if matters stood as they did two years ago they would not complain, 21354.

Davoren, Thomas, Moycullen, Co. Galway; Tenant Farmer.—*Galway*.

Lives in Moycullen, 21367. Holds over fourteen acres, and some mountain land, 21368. Paying over £11, 21370. More than twice the Government valuation, 21371. Has been ejected and case is coming on, 21373-5. Rent of reclaimed land gone up; improvements done by tenants, 21376-9. Fair rent, fixity of tenure, and free sale would be a satisfactory settlement, 21382; and would like it, 21383-4. But it would be a struggle to live, 21385. Prefers peasant proprietary, 21386. Complains of the agent's treatment, 21389-93.

Tarpey, Darby, Rahoon, Co. Galway; Tenant Farmer.—*Galway*.

Lives at Rahoon, and is a tenant of Miss Daly, renting two acres at over £6, 21394-6. Raised twenty-two years ago, 21397. But not since, 21398-21401. It is lea land, 21402. Lives by it, but not on it, 21403. Rents other lands from the nuns, 21405. Against whom he has no complaint, but has been ejected from another holding under Mr. Kearns, 21407. It was a town park, 21419. Miss Daly would not lower her rent, 21408. Still keeps it, 21410; there is a house on it, 21411. His father held it before him, 21413.

Bolton, Mrs., Blackbur, Co. Galway; Tenant Farmer.—*Galway*.

Lives at Blackbur, near Galway, 21420; but not in the borough, 21422. By her lease has one hundred and forty acres, but only eighty really—the rest is under water, 21423. Holds the land since her husband's death from the Alliance Company, 21425. Rent formerly £100, then raised to £140; and she had to pay £10 more to get the lease, 21427. Rent far too high, 21430. Her husband improved it, but did not erect any buildings, 21431. Seaweed formerly of value for manure, 21433. No use now as they cannot sell it, there being no demand, 21435. Agent allowed a reduction last year to all tenants, 21442. Applied to have rent reduced, 21444; but the Company refused, 21445. The lease is out, 21446; but continued by arrangement for one more year (see 21461), 21448. Valuation about £120, with seaweed (£15 for that), 21452-5; but not worth more than £100, 21455. Farm is unprotected, 21459. No walls, 21460. Reduction of rent refused unless the agreement (referred to in 21448) was signed, 21461.

Nolan, Mathew, Cloonban, Shale, Co. Mayo; Tenant Farmer.—*Galway*.

Lives at Cloonban, Shale, county Mayo, 21461. Has about four to four and a half acres at a rent of £8 3s., 21462-3; which is too much, 21464. Estate twenty-five years ago bought for £1,700, and ten years after sold for £4,500, 21464. Pays for five acres, but has only about four acres; could not pay rent for last three gales; served with a process in consequence, 21466-70. Has to go five miles for turf, 21471. Has no right of turbary, 21472; and has to pay for the turf; no roads on the estate, and there are fourteen other tenants besides on the land, 21473. Mr. Hackett, the landlord, has raised all the rents. In addition to the farm, employed in clearing the river. Offered to pay rent if a reduction were made, 21474-5.

Leonard, Francis, Anglohim, Co. Galway; Tenant Farmer.—*Galway*.

Lives at Anglohim, rent £16, holds eighteen acres, 21475-7. Rent fixed by T. Joyce forty-two years ago, 21478-9. Present landlord purchased the estate a few years ago for £3,200, 21480. Land was raised, and he put the drainage on witness above all the tenants, 21481. Pays more than the other tenants per acre, 21482. Does not know if he ought to pay more than the valuation, 21483. Told not to pay more, and would be afraid to, lest

the country people might injure him, though he has not been threatened, 21484-9. Has not been advised not to pay, 21490-1. Is not able to pay the debts, cess, rents, &c., 21492. Would pay a fair rent, 21493; but it is bad land, 21494. Has not been served with notice as he only owes half year's rent, 21495.

Hunt, Edmond Langley, Esq., Curraghbridge, Adare, Cos. Limerick, Carlow, Clare and Tipperary; Land Agent.—*Limerick*.

Is a landowner, agent, and tenant-farmer in Cos. Clare, Limerick, Tipperary, and Carlow, 21499-500. Rental of his property in Carlow about £600 a year, 21501. Is agent over from 2000 to 3000 acres. Manages 800 acres and rents 200 acres Irish, 21502. Lease expires in about two years, and, having made great improvements, rent will then be raised considerably, 21505. It consists of tillage, some grass land, and some meadow, 21507. Has made vast outlay on the house and gardens, 21508. Had twenty-one years' lease, 21509-10. No covenants as to improvements, 21511. But did them for his pleasure. It is an example of what is very often done, 21512. The house was almost uninhabitable, but landlord gave about £300, which much improved it, 21513. All improvements were known to landlord and his agent, 21514. Land is let high enough, 21516. Increased rent, said the agent, would be in consequence of improvement in the times, not on improvements made. This is fallacious, 21517. Times have not improved, 21518. Agent considers witness's place as demesne lands, but it should not be so classed, 21519-21. Has not seen the judgment on what are demesne lands, 21522. They should not be exempted from laws passed applicable to agricultural tenancies, but they should be properly defined. If let for a term of years for farming purposes, or where the owner has not resided for a term of years, they should not be treated as demesne lands, 21525. Rent was nearly doubled on taking it, and it would not have paid for farming purposes only, 21526. Land Act is not advantageous to tenants, for clauses have been put into leases debarring claims when the Act was only contemplated, 21529-30. Hopes tenant-right, such as holds in the North, will be extended all over Ireland, 21531. Allows sales by tenants on the property he is agent for, but it seldom happens unless through failure of a tenant, 21532. Causes security and happiness when allowed on estates. Mentions the Earl of Devon's as an instance, 21533. The anxiety for land so great, that worn-out land realizes large sums, 21534. Hopes free sale will be allowed in the future, 21535. With a reasonable veto of course, 21536. Thinks peasant proprietorship would be beneficial to Ireland, though he has had no experience of it, 21537-9. Government should purchase land and sell it to tenants whenever suitable land was found. It would increase the value of Irish property, 21540-4. Has largely employed labourers. They are the worst off people in the country. Endeavours should be made to prevent their joining in the present agitation by giving them employment during the winter. They rent small plots at exorbitant rents from the small farmers; they hate the small farmers, who do not employ them, 21546-50. They live in villages, and not on the farms, where they work, 21552-3. Farmers will not employ them, 21554. Land is good and cheap, but the people most wretched, never improving, 21555-7. Labourers are on the side of the landlords, 21559. Small tenants on inferior land feel insecure as to making improvements, and never build houses now. Act of 1870 discouraged landlords giving assistance. Want of security is the great evil, 21560-3. They do not care for leases, 21564-6. Always agitating for something new, 21568. But the well-to-do tenants are loyal, 21569. Taking every-

Hunt, Edmond Langley—continued.

thing together, the people are not badly off nor dissatisfied, but join in agitation in hopes of gaining something, 21570-2. Unless some action be taken there will be rebellion, 21573. The three F.'s would be a good settlement if it could be carried out, 21574-80. Tenant-right could be carried out by the Legislature, 21581-4. Fair rents and security could be obtained by arbitration, and arbitrators should be thoroughly practical men, 21585-6. There should be a new valuation for Ireland, especially if tenant-right be extended, 21587-9. It would not do to leave the landlords and tenants to agree as to valuation, for, though safe in some instances, in others it would not be safe, 21590-1. Competition has always existed at the expiration of a lease, at least rents are always raised in a secret sort of way before the lease expires, 21592-3. If the landlord, agent, and tenant had the power to settle the rent, litigation would be avoided to a great extent; but a general revaluation must be made before many years are over, 21595-6. The idea of Griffith's valuation as a fair rent will be difficult to eradicate, as people now are refusing to pay rents altogether, and have refused to pay witness unless he took Griffith's valuation. In one instance they refused to pay anything, and at a public meeting a proposal was made to get rid of landlords and agents by one of his own tenants, 21597-21600. Rents are well paid in Limerick, but not in the mountain districts of Tipperary, 21601-2. They are better off in those districts, and pay bulk rents, 21603-4. Tenants should have facilities to purchase their holdings with Government help, 21605-8. Better to postpone payment in bad times than to forgive any of the interest, 21611. Purchase of land by Government would raise the value of property, 21612. If waste land was bought for the purpose of reclamation by Government it would keep the people employed and quiet during the winter, 21613; or loans might be made to landlords for this purpose, 21614. Much good was done last year by means of the Government aid, 21615. Is employing people to drain the estates of Lord Fermoy, Mr. Maunsell, and Lord Guillamore. In some instances no charge is made to the tenants; Lord Guillamore has forgiven the whole charge, 21616-8. Would not object to subdivision of land, but would not allow sub-letting, 21619. The size of subdivisions should be limited or else the good of having respectable peasant proprietors would be done away with, 21620-2. Would not forbid the assignment of the whole holding, which is not allowed at present where a Government loan has been made, 21623; but would object to sub-lettings of the entire holding if it got rid of the tenant proprietorship, 21624. There are thousands of acres of land everywhere capable of reclamation, a great deal of which is in the hands of large proprietors. There are large tracts flooded between Athy and Kildare, 21625-8. Government should take up the sinking of the big rivers, and so give landlords and tenants the advantage of an outfall, 21629. As a rule local boards can do work cheaper than the Government; but the local boards do not care to take up extensive works, 21629-33, nor do landed proprietors, 21634. Does not advocate compulsion by Government in this matter, 21636; but they should buy the waste lands and let them out, 21638. This would pay, 21639. Gives an instance of the value of land thus improved on Lord Fermoy's estate at Rock Barton, 21640-2. If the land to be benefitted is in the hands of tenants it should be purchased from the landlords and then re-allotted on the peasant-proprietorship system, 21645-6. The peasants would be able to pay for the drainage, and the money laid out would not be lost, 21647-9. The rents have not been raised on the estates he is connected with, 21650-3. There is a change of rents when the tenancy changes, 21654. Gives an instance, 21655-6. Is agent and has the manage-

ment altogether of over 3,500 acres, 21657; but is not Lord Fermoy's agent, who has considerable property in Limerick, 21658-60.

Bolster, Mr. William, Kilmallock, Co. Limerick; Tenant Farmer.—Limerick.

Was formerly President of the Limerick, Clare, and Tipperary Farmers' Club for twelve years. The club is merged into a branch of the Land League; is now a member of it, 21661-70. Holds 200 Irish acres under Lord Emly, about four miles from Limerick. Is only a tenant-farmer, 21671-3. There has been an increase in rent of late years in the county Limerick, 21674, with a tendency all along to increase rent and force leases, 21675. The increase, in many cases, takes place privately, the tenant being afraid to admit it, and is not confined to a change of tenancy, 21676-80. The tenant is not a free agent, but must accept the rise or go away, 21681-3. It is very general and is on the increase, 21684-5. There have been abatements during the last three years in consequence of bad times, but they never compensate a farmer for his losses, 21686. As a rule improvements are made by the tenants, houses built, and fences made. Landlords seldom do anything but arterial drainage, and that only by Government loans. Gives instance, 21687-90. Interest for these works is paid by the tenant, and, as a rule, the rent is increased, 21691. Landlords make neither fences nor roads. Instance of bad roads, 21692-3. Leases for a term of years are forced on tenants to debar them from the benefits of the Land Act, 21695-6. Tenants should be prevented from doing this, and tenants over £50 a year require as much protection as small ones, 21697-99. There is a great want of security, 21700. The Land Act has conferred a benefit on very small holders who are ejected, but they seldom get much out of the compensation awarded, as a landlord generally trumps up a case of dilapidation which has to be paid out of the award, 21701. Tenants would be better off without the Land Act, for it has broken the confidence between Landlord and Tenant, and the former have discontinued giving assistance, 21702-3. This relates to the South only, of the North he knows nothing, 21704-5. The three F's would be one of the greatest blessings ever extended to Ireland, but nothing short of it will ever settle the question, 21706-7. Fair rents could in many cases be settled by landlords and tenants, failing that, by thoroughly practical arbitrators, and finally, on appeal to a County Court Judge, 21708-12. An umpire would be reasonable and cheaper, 21713. There should be periodical valuations as occasion required, when rents might be raised or lowered, 21715-6. Fixity of tenure would be an inducement to a tenant to improve his holding, 21717. Sub-division and sub-letting he would allow to large farmers—say 400 or 500 acres; but he would not go below 30 or 40 acres. The consent of the landlord should not be necessary, and a tenant should have the right to sell his interest on leaving, subject to a reasonable veto, 21718-22. It would give security to the tenant, and would satisfy reasonable people 21723-4. The Bright clauses should be extended for the creation of a peasant proprietorship, and lands should be purchased when for sale, with aid from Government to pay for them, money so borrowed to be repaid in a term of years. The sales should not be forced, nor the land taken against their will from the landlords, 21725-5A. Mr. Butt believed the three F's would be beneficial, 21729. The expropriation of landlords would be unreasonable, 21726A. He has no practical knowledge of the purchase of holdings by tenants under the Church Act, 21727. It would be advantageous if the Government took up some of the waste lands and placed the "squatters" in Connemara on them rent free. The creation of peasant proprietors on these lands would be very good, 21728-9. Owners of waste lands, unable to

Bolster, William—continued.

reclaim them, should be compelled to sell, 21729. The labourers' question should be settled. They are in a wretched state. Instance, 21730-1. Rates of wages and poverty of the people. Milk not to be obtained, though the district is a dairy district, 21732a-6. Farmers should provide cottages and necessary articles for their labourers at a fair rent, 21736-45-56. Labourers only employed during part of the year, owing to "want of security" as to improvements, 21746-8. Sanitary arrangements of labourers' cottages very bad, 21749-55. Labourers provided with houses by farmers employing them cannot always remain there; they must be disturbed in course of time, 21756-60. Instance of hardship to farmers if labourers independent of them, 21761. Men should give labour to farmers on whose land they live, and farmers should employ them at fair wages, 21762-3. Strangers often brought in at lower wages than resident labourers, 21764. The feeling of insecurity between landlord and tenant as to improvements should be put an end to, and a joint interest created, 21765-71. In cases of appeals against decisions, the county court is the cheapest method; but legislation could make it less costly still, 21772-76. Present expense keeps many tenants from going into Court, and they fear the landlords, 21777-8, or the agent, 21779-80. Instances of forced leases and increased rents, 21783-91. Penal clauses inserted in these leases, 21792-4. On all the estates round about the tendency is to raise rents except on the Devon estate, 21795-802. This stops all improvements, 21803-5. Witness holds a lease at a lower rent than his father held the land, 21806-16. Mr. Monsell always in favour of tenants, 21817; and it is his practice on the estate, 21818. Farmers about Bruff charge £10 to £12 for potato land (con-acre) to outside men, but indulgent to their own labourers as a rule, 21819-23. The rich land is almost all grass, and labourers there are very badly off. Lunacy is on the increase, which is partly attributable to the poverty-stricken state of the people, 21824-28. Thinks the three F's will settle the question, but opinions and requirements have advanced during the last 16 years, and to satisfy the people the State should settle the question at once, 21829-36. Landlords are absentees, and this is another cause of complaint, 21881-3.

O'Flaherty, Mr. Mathew, Donoman Castle, Croom, Co. Limerick; Tenant Farmer.—Limerick.

Is a tenant farmer, President of the Limerick Farmers' Club, and has something to do with the management of property, 21837-40. Holds land from a middleman, who has raised rents recently on the expiration of leases, 21842-6. The rents were high formerly, but now are exorbitant, though this practice is not general, 21847-51. It causes ill-feeling, 21852-3. Rents have been raised on Lord Kenmare's property within the last few years, which has produced an ill effect in the country, 21855-7. The three F's. the only cure, 21858-61. Tenants have bought their holdings. Gives instance of an advantageous sale of tenant-right, 21862-6. Tenant-right exists on Lord Dunraven's property; knows of no case of tenants purchasing perpetuities, 21867-72. Right of selling not the recognised rule in his country, 21873. Grass farming is done in a negligent, slovenly manner. No improvements are made owing to the system of land tenure, 21876-82. Holds his farm on lease, and spends nothing on it unnecessarily, but yet has had to spend large sums on improvements; but rent will be raised on expiry of lease, which now he will not give, and he can only claim a small sum for compensation, 21883-91. Leases not general, nor improvements, 21892-3. On the Dunraven property the landlord and tenant combine in improvements, there is security for the tenant, and no eviction except for non-payment, 21894-8. Rents have not been raised since the present lord's time, 21899-901. He and

many others would like to purchase, 21902-5. Subdivision fair with large holders, but not in small farms, 21906-8. His farm is not worth so much rent in consequence of change in value of farm produce, 21909-13. Griffith's valuation unreliable, 21914-5. Fall in prices of produce, 21916-23. Valuation improperly made, 21924-5. Wages of labourers on his farm, 21927-32. Account of the purchase of Lord Dunraven's property, 21933-6. Resident landlords, 21937-8.

Casey, Mr. Joseph, Rathkeale, Co. Limerick; Auctioneer.—Limerick.

Holds about thirty acres of townlands; gave up large farms as rents were too dear, 21938-41. Has never sold under a sheriff's order, 21945. Tenant-right allowed on the Devon and surrounding estates, also on Lord Annally's property, 21946-8. Complains of the high prices paid for possession over the real value, 21950. For the last three years hardly any property can be sold owing to depression, 21951-3. Instance of depreciation of agricultural produce, 21954-5. Want of security has effected the value of holdings for six or seven years past, 21956-58. Increased since the Land Act, 21959; and rents have been raised oftener, 21960. Better feelings existed also between landlord and tenants, 21961; but now improvements are checked, sales almost stopped, and money is scarce, 21962-65. Rents never changed on the estates of Lord Devon, Lord Mounteagle, and Mr. Pigott, and the tenants are very different to those on other properties, 21966-69. Have received about two hundred persons in the workhouse who have been evicted for non-payment of rent, or given out-door relief to those with families, 21970-74. Some of these were farmers, some cottagers holding small townfields, 21975-77. The three F's. would remove all the trouble and distress in Ireland; but the people do not want to sell if they have fixity, 21978-80. Has never been in the North, 21981.

Barry, James G., Esq., Sandville Grange, Cos. Limerick, Clare, and Tipperary; Land Agent, Landowner and Farmer.—Limerick.

Is connected with over 20,000 acres in the counties of Limerick, Clare, and Tipperary, is agent for Lord Emly, Lady Louisa Fitzgibbon and others, and pays rent for the farm he holds, 21984-9. Tenant-right is permitted with the landlord's veto, and incoming tenants are generally contracted out of claiming under the Land Act, 21990-2. Only one lease granted on these terms, and the tenant agreed not to make claims on the landlord for the money he paid to come in, 21993, 22000. That clause should be repealed, 22001-7. Leases for thirty-one years granted on these estates, 22008-9. Rents rather increased by the Land Act, throughout the country, and covenants barring compensation inserted generally in leases, 22009-12. Leases have to be pressed upon tenants, 22013-4. Except in the case of grazing farms, 22015. Tenants would rather have leases if no restrictive clauses were inserted, 22016-7. Rents are about 25 per cent. over Griffith's valuation. Griffith's valuation is not a fair test for settling rent; it is not uniform, 22018-20. Increase of rents depends on landlords, but no increase has taken place on the properties he is agent for, and Lord Emly's tenants have not asked for an abatement, 22021-2. On Lady L. FitzGibbon's estate rents were equalized about ten years ago, 22023-8. Revaluation generally on coming in of tenant in tail, 22029. Improvements used to be made by landlords, and tenants had to pay both principal and interest. During the bad times some instalments were paid by Lord Emly, 22030-5. Has had no evictions, 22036-7. About fifty small freeholders on the property, practically they are only labourers. Obtained their title by squatting, 22038-43. Does not suggest any alteration in the Bright clauses, but all restrictions on sale and transfer of land should

Barry, James G.—continued.

be abolished, 22046-49. The laws of entail should be altered, 22051. Plan for the settlement of the land question, 22052-3. The principal of which is to give perpetuities to tenants at their present rentals, and the landlord to be repaid by a fine for any prospective increase of rent, 22043. The amount to be settled by arbitrators, 22044-52. Proposes cottages with an allotment of land to each cottage for labourers on all residential farms over thirty acres, at rents not exceeding the farmer's rent. Mortgages to be bought up by means of land debentures, and rents to be fined down by means of payments, but not entirely abolished, 22053-62. The law might enforce fixity of tenure, if landlord's rights are not invaded, 22063-5. Rents should be fixed definitely and never altered, and the prospective increase paid for by a sum of money down, this to be raised by debentures on the tenants' interest, 22066-75. This would be a modification of the Bright clauses, but subdivision should be prohibited, 22076-83. The rent of his land, which has been in the family for eight generations, has been doubled twice in the last fifty years, but has been reduced permanently by his present landlord, 22084-88. He contracted himself out of his improvements. The law should be amended on this point, 22089-93,

Townsend, William Uniacke, Esq., Spa Hill, Kilfinane, Co. Limerick; Land Agent.—Limerick.

Is agent over twenty estates, producing £40,000 a year, 22094-6. The number of years purchase of tenant-right should be limited. When unlimited it is detrimental to both landlord and tenant, 22098-22102. Instance, 22103-7. When unlimited on his estates strangers are not allowed to buy. Proceedings taken to turn out a stranger, 22108-10. Purchase does not result in greater comfort, but produces satisfaction, 22111-5. Refusal of right prevents amalgamation of farms, 22116. Evictions only for non-payment of rent, 22117-20. Disinclination to take leases now, 22121-5. Covenants always inserted in leases against clauses of Act, 22129-35, but never under £50, 22136. Improvements by both parties decreased under the Act, 22137-8. But now they are coming round, 22139-40. Purchase of holdings uncommon, 22142-4. Reduction of rent preferable to peasant proprietorship. Approves of Mr. Barry's plan to a certain extent, 22145-52. The privilege of buying should be confined to large farmers, 22153-55. Tenants practically have fixity of tenure on his properties, 22158. The Act should be amended as regards temporary lettings, owing to the difficulty of getting the land back again, 22159-65. Tenants not sufficiently aware of their rights, 22166. Sales of tenants interests should be carried out under some Court, 22166-70. Griffith's valuation correct estimate as a rule, but not for particular cases, 22171. Gives example, 22172-4. Is agent for the Ashtown property. General rise of rents in 1856. A small increase takes place on the death of a tenant, 22175-7, but only if the case admits of it. Rents are not high. Good lands are lower than on adjoining property, 22178-80. Gives an example, 22181-2. About £1,200 a year expended on the whole of the estates by the landlord, 22183-5. Proper accommodation should be provided for labourers, who should be independent of the farmers, 22189-92. Rent should not be charged, but let houses be part of wages, 22193-4. The purchase of perpetuities is a good plan, so long as it is not a fee, 22195-7. The labourers should be more comfortably housed, 22198.

Frost, Mr. John, Clonmoney, Bunratty, Co. Clare; Coroner and Tenant Farmer.—Limerick.

Is a tenant farmer, and also an owner of land purchased in the Landed Estates Court, 21299. Farms 200 statute acres, and lives on a holding of sixty plantation acres. Is much over-rented, 22200-1. Land-

lord is Mr. J. M. Westropp. On getting an increase of land his rent per acre was doubled, and he purchased the interest of eight or nine acres. The rent of that plot being the same as his other land, no change was made, 22203-9. Has improved and enlarged the residence, built offices, and also improved the land. Has no lease of it, 22210-4. It is a convenient distance from Ennis and Limerick, 22215-7. Paid £125 for the interest of the nine acres, 22218-9. In 1878 application to reduce the rent refused, 22220-3. Times being bad made him apply, though formerly the land was worth the rent, 22223-7. Resides on it, but other lands do not adjoin it, 22230-1. The nine acres were of use to him, so the price was not too high, 22232-4. Rent of the farm higher than that of other lands in the neighbourhood belonging to Mr. Westropp, 22237-9. Pays less than Griffith's valuation for farm rented from Mr. Stafford O'Brien, 22242. There are no tenants on the plantation holding, 22243-5. Has tenants on his inherited estate, but has never raised their rents. Last alteration took place in 1855, 22246-8. That land abuts on bog land, rent being eighty-four acres for £211, 22249-50. Valuation is no test as to real value of land. He pays under, and tenants pay over, and they are not over rented. Explains why, 22251-3. Sale of another holding on the estate, 22254-9.

Fitzgerald, Foster Vesey, Esq., Moyrisky, Quin, Co. Clare; Landowner.—Limerick.

Is a Justice of the Peace, Vice-Chairman of the Ennis Union, and a landowner of 1,200 statute acres, 22260-2. Manages the family estates in Clare (6,000 acres), Louth (450 acres), and Kerry (2,400 acres). Is tenant of the remainder (12,000 altogether), 22263. Tenant-right not allowed, 22264-5. Pays outgoing tenants himself; in fact, it is pre-emption, but it seldom occurs, 22266-9. Prefers the absence of tenant-right, 22270. Only grazing farms without houses, 22271-2. The Land Act has worked fairly well, both for landlord and tenant; but the former would rather not have it, and would contract himself out of it when possible, 22273-6. The scale of compensation works unequally, but it is not altogether unreasonable, 22277-9. At present the payment of rent is at a dead lock, 22280. Rents formerly were fairly paid, but the tenants claimed this year a similar abatement to last year, which was refused; and now they will not pay more than Griffith's valuation, 22281-5. Rents on his estates are much above Griffith's valuations, 22286. The omission of wool from Griffith's valuation causes high rents in Galway, and should be taken into consideration when there is a revaluation, 22287. Tenants prefer that valuation, because it is greatly below their rents, not because they think it fair, 22288-9. There should be a revaluation. Tillage lands are, when poor, not worth more than the Griffith's valuation, but grass lands are, 22290-1. As a rule the tenants do not make improvements. Houses may be slightly better, but there is little change in the aspect of the land for thirty years, 22292-3. Evictions on expiration of leases in Clare, 22294-9. New tenants paid what outgoing tenants refused, 22300-3. Threatening notice, 22304-5. In Kerry tenants holding leases have made improvements, 22306-7. Landlords have not helped since the Land Act, except last year, and the rents have been paid, 22308-10. On the Conyngham estates tenants purchased holdings by means of borrowed money, 22311-2. Legislation is necessary on the question of rundale, and where the system exists it is advisable not to carry out peasant proprietary. Great difficulty exists in putting a stop to it, 22313-22. Purchase of farms at low rents better than complete purchase, 22323. Government help desirable, but expenses should be lessened, 22324-5. Waste land, such as cut-away bog, &c., is worth reclaiming; but waste land proper, such as moorlands, not fit for pasture, is not worth it, 22326-39. Leases should be

Fitzgerald, Foster Vesey.—continued.

granted, and yearly tenancies abolished; rent should not be raised, but a fine paid instead, 22340-44. History of the property in Kerry, 22345-8. Land should be valued by a public officer. Arbitration would not be satisfactory, 22349-54. There is, practically, fixity of tenure on his property. Right of sale should be withheld from those who pay nothing on taking up a holding, 22357-66. Would like to have leases in Ireland as in England, with proper clause as to re-entry, and no such thing as eviction or yearly tenancy; objects to the power of redemption, and would give a period prior to eviction instead of after it, 22368-73. Has never distrained, but the right of distress should be maintained, 22374.

Lane, Mr. Michael, Ardnacrusha, Limerick, Co. Clare; Tenant Farmer.—Limerick.

Holds thirty-eight Irish acres from Colonel M'Adam at £102 a year; valuation £38 10s.; it is partly tillage and partly pasture; previous rent £80; it was raised fourteen years ago, 22375-7. His father paid £1 an acre, 22378-9. The rent is very dear, and he cannot pay it; has had to borrow money to pay it, 22380-1. Is a yearly tenant, 22382. Application for a reduction refused by the agent, 22383-6. Landlord promised to rebuild the house and drain fourteen acres when rent was raised, 22387-8, but has done neither, and the tenant has paid for the house, which had been blown down, with the rent raised, 22389-97. Was not able to drain the land, and those fourteen acres are practically useless, 22401-4. Got a reduction one year, 22405-6. The landlord is not resident, 22407. The agent (his cousin) who lives in Tipperary, collects the rent, 22408-11. Mrs. O'Grady, who lives on Captain Maunsell's estate, pays too high a rent, and so do all the tenants about there, 22415-9. Rents have increased considerably the last twelve years, 22420-1. In good times he could not pay the rent, and has raised the money on bills which must be paid, 22422-8. Mrs. O'Grady, who is going to be ejected for non-payment, has not had her rent raised since she came into possession, 22429-33.

Kane, Mr. Patrick, Ardnacrusha, Co. Clare; Tenant Farmer.—Limerick.

Holds twenty-one and a half acres from Colonel M'Adam, and was ejected last August for non-payment of rent, 22434. He took the place from his brother, but the rent was not paid, 22435-7. It is bad land, and the former tenant ran away without paying the rent, 22438-41.

Kane, Mr. Michael, Ardnacrusha, Co. Clare; Tenant Farmer.—Limerick.

Is a tenant on Col. M'Adam's estate, and holds twenty Irish acres at £53 1s. 6d., 22442-4. The rent has not been raised since he took it, but it is too high; the valuation is only £18, 22445-6. It would not pay half the rent, but is helped by his father, 22447-8. One-fourth of it is good land, 22449.

Grady, Mr. Patrick, Ardnacrusha, Co. Clare; Tenant Farmer.—Limerick.

Holds twenty-eight acres on the same property at £70 7s. 2d., the valuation being £22; the rent has not been raised, but it is too high, and he owes one year, 22451-4. Had an abatement in bad times, 22455-6. Cannot live on it and pay the rent, and could only drain part of it, 22457. Held it six years, 22458. Took the place by proposal from the agent, who fixed the rent at the same as the preceding tenant, who, however, never paid it, 22460-63.

Hartigan, Mr. John, Co. Clare; Tenant Farmer.—Limerick.

Holds twenty-two acres from Mr. — White, at

£77 10s.; the valuation, which is £48 5s., is higher than any other portion of the district; the rent was lowered, 22464-6. Six other tenants live on the estate, which is all their landlord owns; it is in county Clare; it is valued higher than any other place, and his holding is the highest of the lot, 22467-9. The house is good, and the land may be a trifle better than the rest, but the rent is too dear, 22470-72. No abatements made since the death of Mr. White, and could get on before the bad times, only through industry, 22473.

Howard, Mr. William, Ardnacrusha, Co. Clare; Tenant Farmer.—Limerick.

Holds ten acres from Colonel M'Adam at a rent of £43, and valuation of £17 5s., 22475-7. Rent is too high, and but for his private business could not pay the rent. The land is fair, 22478-82. Is asking for a permanent reduction, 22483. Has built two houses and improved the holding, and tenants do their best to improve, 22484-5. In a most oppressed state, 22486. Has held it ten years, and £150 was given for the holdings at the present rents, 22486-9. Lives on the farm, 22490.

Scott, John W., Esq., Rocklevin, Ennis, Cos. Clare and Limerick; Land Agent.—Limerick.

Is land agent to Lord Leconfield, who makes all improvements himself as far as possible on the English system, and charges a per-centage, 22491-3. Has done this for about 30 years, and during 25 years has laid out £65,000 on his Clare and Limerick property, 22494-7. Interest has generally been charged on drainage only, and not on buildings, which have been for "small" people, 22498-9. Refusal to pay more than Griffith's valuation, 22500-1. Land Act has made no difference, 22502. There has been no exceptional distress, and refusal to pay is not through inability, 22503-7. No ejectments, 22508. Lord Leconfield pays a tenant compensation when leaving. As a rule they have no *bona fide* claim for improvements, 22509-12. Distraint never put in force; but the power is useful to secure rent when needful, 22513-5. Arbitration for valuations would not be satisfactory, 22516-19. A public officer would be better, 22520-3. There should be a new Government valuation, as the present system is not a fair basis for rent; Clare is very unequally valued in relation to other counties, 22524-6. Tenants prefer paying county cess instead of having an addition to rent, 22527. Roads are considered in fixing rent, 22528-9. Sub-division is prohibited, but it is almost impossible to prevent it; gives instances, 22530-1. Turf lands are let at rates fixed, and when cut away, the adjoining tenants to whom they then belong let them to tenants, who reclaim them; this the first named tenants claim compensation for, 22532-4. But little land on Lord Leconfield's estate fit for reclamation, except the red bog. On Lord Middleton's estate, in Cork, great improvements were made, and a per-centage charged; there was no power of sale there. No charge was made for improvements on Dr. Scott's estate in county Meath, 22536-40. Only one hostile eviction on Lord Middleton's property in eighteen years, 22541-3. And only one case in the Land Court, 22544. Rents adjusted on a charge of tenancy, and there has been no considerable increase during his agency, 22545-51. Those tenants unable to pay are always treated tenderly, 22552-3.

Starkey, Mr. James, Askeaton and Newcastle, Co. Limerick; Farmer and Land Agent.—Limerick.

Holds 150 acres at Askeaton and 100 acres at Newcastle, from two landlords. Mr. Murphy is not a bad landlord, and gives leases for 31 years, and tenants' lives concurrent; and the rents were fixed in 1851, 22554-61. Before that the land was let to middlemen, and when taken out of their hands the land was re-let to tenants, at same rents,

Starkey, Mr. James—continued.

nearly as were paid to the middlemen, 22562. Dissatisfied now, 22560-6. Value of land varies; some is worth more than Griffith's valuation, and some would be dear at the price, 22567-70. Holds under Mr. Trench, formerly on a seven years' lease, now yearly. Does not improve the land, but would if a long lease were granted. Mr. Trench refuses to do anything, and will not give a lease for more than seven years, 22571-81. Leases generally granted in the district for 21 years, and tenants contracted out of the Act. Most are over £50 a year, and large tenants, 22582-6. Rent of his farm moderate, one-fourth more than the Government valuation. On other properties rents are higher, and tenants are hardly able to pay, 22588-94. Tenants would improve the land if they had security; but landlords refuse to sanction improvements, and all the forms of leases in use contract the tenants out of all claims, 22595-601. Ejections and rent-raising rare, 22602-3. Purchase of holdings under Bright clauses has worked successfully, and the land is being improved 22604-12. The three F's should satisfy the people, with power of purchase included, 22613-7. Withdrawal of help by landlords for improvements, except his own landlord, 22618-20. Much land requires drainage, but tenants will not do it, 22621-3. Wages of labourers; their poverty, 22624-30. Abatements granted last year, but rents withheld now, in consequence of the agitation, which is becoming serious, and complete legislation is necessary, 22631-6. Peasant proprietorship could be carried out in moderation, but at present the question is not understood by the poor, 22637-41. Grazing farms are affected injuriously by the Land Act, for tenants will not improve without the chance of getting compensation. Non-residential farms are an evil of the grazing system, and if they were allowed to build, the country would become more prosperous, 22642-51. Instance of this evil, 22652.

Perry, Michael, near Limerick, Co. Clare; Tenant Farmer.—Limerick.

Holds five acres on Captain Maunsell's estate at £20 a year; valuation, £7, 22653-8. Rent raised from £8 about fifteen years ago, when the lease was granted, 22660-2. Has other land, or he could not pay the rent of this piece, 22663. The rent of the other land lowered (by abatement) to Government valuation, 22664. Received an abatement on the £20 rent in bad times, 22665.

Hamilton, Martin, Tenant Farmer.—Limerick.

Holds twelve acres at £35 8s. 3d. rent; valuation, £9 15s.; of reclaimed land, 22667-70. Rent fixed fifteen years ago, but cannot pay it; keeps four cows and lives on the land, but has always had a difficulty about paying the rent, 22671-6.

Dundas, Andrew, Tenant Farmer.—Limerick.

Has thirteen acres at £40 rent; valuation, £17 10s., which is too dear, 22677-79. Rent was fixed fifteen years ago and cannot get it reduced, though an abatement was granted last year, 22680-2.

Keegan, Mrs., Tenant Farmer.—Limerick.

Pays £7 10s. for two and a half acres; the valuation is £3 5s.; has held it since her husband died, six years ago; there is a cottage on the land, 22683-7.

Madden, James, Tenant Farmer.—Limerick.

Has twenty acres from Mrs. Gore, for which he pays £60, or twice the valuation; held it on lease for twenty years; reclaimed the land, but it is only worth £2 an acre, 22688-22702.

Sullivan, Maurice, Ardnacrusha, Co. Clare; Tenant Farmer.—Limerick.

Is a tenant of Colonel M'Adam's and pays £15 4s. 10d. (or £2 an acre), the valuation being

£6 15s. Has paid this for twenty years. Before Colonel M'Adam had the property the rent was £1 10s. an acre, 22703-10. Reduction refused, 22711. The land is very bad; it was formerly a bog, 22712-5. Forty years ago the rent was £2, but was then reduced, 22716-7.

Halpin, Mr. William, Newmarket-on-Fergus, Co. Clare; Tenant Farmer.—Limerick.

Holds 500 acres in five places, under different landlords, 22718-22. Is contented under all, save one, Mr. Burton, who has appointed seven agents since he held the farm, and the rent has been increased each time from £40 in 1853 to £75 in 1877. He then paid £200, as he wished to be left in possession, 22723-31. The other tenants have been raised, and there are a good many, 22732-7. The land is stony, 22738. One landlord, Mr. Studdert, reduced his rent and gave him a lease, 22741. Cases of demesne lands, 22742. Raising of rents in the district general, 22743-5. Has other business than farming, 22746. Has security on his farm, and has built and improved it greatly, 22747; but would not improve Mr. Burton's, 22748.

Tuthill, John, Drummin, Co. Clare; Tenant Farmer.—Limerick.

Is a tenant on Captain O'Callaghan's estate, and the rent has been raised from £6, twenty-five years ago, to £9 13s. 3d. now. It is much over the valuation (£7), 22753-6.

Kane, James, Co. Clare; Tenant Farmer.—Limerick.

Is a tenant of Lord Quinn's and pays £9 a year, valuation £10. Rent was 29s. 6d. an acre, before it was reclaimed, and for the last sixteen years he has held it, paying £2 an acre. Would like to hold it for less rent.

Herbert, Mr. Maurice, Ballandane, Kilmallock, Co. Limerick; Tenant Farmer.—Limerick.

Formerly a tenant under Colonel Watson on a lease granted to his wife's mother, but left to his wife on death of the mother. Six months after lease expired he received notice to quit, in spite of promise of agent that he should remain as tenant. Ejectment followed, and right of sale refused, except to one person. The land was very fine, 22762-71. Incoming tenant paid the agent for possession, but nothing paid to witness, 22772-5. Subsequently received £100 instead of £650, 22776-7. Landlord declined to interfere, 22778-81. Rent was £2 13s. 9d. an Irish acre, and he would not have sold out for £2,000, 22782-86. Wished to remain on the farm, but the agent arranged for another tenant to have it, and so was turned out, 22787-801.

Meehan, the Rev. Patrick, P.P., St. Patrick's, Moherlin, Co. Limerick.—Limerick.

Calls attention to the sad condition of the people in his parish, who pay rents double the valuation, and some more than that. Unable for some time to pay. Gives list of acreage, rental, and valuation of property of the Rev. Mr. Moore, now dead, with names of tenants, 22802. Rents raised, within the last five or six years, 30s. additional, 22903-4. Some of the holdings are market gardens. Tenants cannot live by the holdings they are so rack-rented, 22805-7. On one holding there is a house, but not erected by the landlord, 22808-11. Of late years nothing would grow, either too dry or too wet, 22812. Processes served if rents are not paid on the day they are due, 22813-4. Land for which tenant pays £8 an acre, when given up to landlord only fetches £2 an acre, 22815. Tenants make up the rent by carrying coals, &c. List of tenants on Mr. Mahon's property, with acreage, rent, and valuation, 22817-8. Similar lists of tenants of Mr. Edward Harold, Mr. Frederick Henry, Mr. Hamil-

Meehan, the Rev. Patrick—continued.

ton, and Mr. Batton, 22819–20. Rents are very high all round the town, and the holdings are not townparks, 22821–2. The houses are occupied by the tenants and their cattle, no sheds or out-buildings, 22823. Landlords do nothing. No leases for these holdings, and the people live on the land, 22824–5.

Lawlor, Mr. Patrick, Limerick ; Tenant Farmer.—Limerick.

Rents 16 acres, at £93 a year. Cannot make anything out of it. The land is often under water, and the crops are poor, and do not pay for the labour. House is bad and only one room, 42852. Pays rates and taxes, and from the farm cannot make up the rent, or anything like it. Five acres given up to landlord realized £1 an acre, for which he pays considerably more, 22826–22847. Landlord not repaired the house in the witness's time, 22849. Process served if rent be not paid punctually; sometimes served twice for the same rent, 22853. Still owes £18, which he cannot pay, and has nothing to sell; gives instance of raising of rent when tenant gives up part of his holding, 22854–56. Is a yearly tenant on the late Rev. R. Moore's estate, which is worth £800 a year, and contains 100 acres, 22857–60.

Colleran, Mr. Thomas, Limerick ; Tenant Farmer.—Limerick.

Is a tenant on Mr. R. Henry's property. Holds 7½ acres at £39 a year. Valuation £21 10s. Rent too high, and cannot get an abatement. Told he may leave if the rent is too high, 22861–6. Rent applied for before it is due, 22867. All the land is high rented, 22869. Some of the tenants likely to be turned out to make way for cattle grazing, as has been already done, 22870.

Maloney, Mr. John, Knocklong, Co. Limerick ; Tenant Farmer.—Limerick.

Holds land from Lady Cooper. Pays higher than anyone else. On expiry of lease wished to have the rent fixed by arbitration. Pays £3 an acre, 22871–3. Rent the same since took the land; but other tenants pay less, 22874–7. Land no better than the rest, 22878. Instance of high rental on another large farm over valuation. Rent doubled in fifteen years, and tenant, on remonstrating, threatened with deprivation of land; all rights debarred under lease, 22879–22890. Very difficult to make high rents out of land, even though the land be prime. On one property rents raised at every possible opportunity, *e.g.*, marriage of a tenant, or a tenant's son, and permission to be married, has to be obtained from the agent, 22891–99. Another instance of high rent; tenant has given up the farm and taken to grazing cattle elsewhere, 22900–3. Purchase of extension of lease broken by landlord, 22904–7. Farmers ruined by excessive rents and bad times, 22908–11. Fine land no use with excessive rents, 22912–3. Difficulty of finding capital to stock large farms, 22914; and possibly tenants for them, 22915–22. Nearly all grass land in the district, mixed farms—*i.e.*, dairy and fattening, 22923–6. No evictions lately, 22927. All leases, and there are many now, contain clauses against the Land Act. Act gives him great protection as to compensation for buildings erected by him, 22928–31. Tenants may, with the agent's consent, sell their rights to tenants already on the property, 22932–4. Public sales not allowed, but would be advantageous, 22935–7. Arbitration should be used to settle disputes as to rent, 22938–41. Tenants will not make improvements without security, even on good estates, 22942–4.

Cahir, The Rev. James, P.P., Kilmurry, Ibrickane, Co. Clare.—Limerick.

Rents are too high, and are frequently raised, 22945. Case of intimidating a landlord, Mr. Stud

dert, from taking possession of holdings of tenants who refused to pay further increase of rent, 22946–50. Another landlord, Mr. Griffiths, served a process for non-payment of increased rent, 22953–4. People obliged to borrow money to pay their rents, 22957. Rents charged in lump sums, not by the acre, 22958. Disposition to raise rents general, though lands of Mr. Griffiths are said to be let lower than a recent valuation by Lord Leconfield's engineer, 22959–62. Times have been bad, and the land is less productive than formerly through wet and bad seasons, 22963. Some of the potato crops have failed, 22964. The three F's would satisfy the people, 22965–69. Bog land is reclaimed for potatoes, 22973–4. Principal landowners are Lord Leconfield, Mr. Griffith, and Major Kelly. The former improves the land very much, employing a staff of men on drainage works, 22975–80. Land not worth more than the valuation, and there is great difference between the valuation and the rents, except on Lord Leconfield's and Mr. Griffiths' estate, varying from 50 to 100 per cent. over the valuation, 22981–3. Restrictions as to cutting and selling turf, 22984–90.

Hewson, John B., Esq., Castle Hewson, Askeaton, Co. Limerick ; Landowner and Land Agent.—Limerick.

Owens 1,500 acres, and is agent for 8,000 acres. Has about 400 tenants, 22991–2. Compares the rents charged about 100 years ago with those of the present day, and finds an increase of about 25 to 30 per cent. The prices of cattle have, however, largely increased. Grain is about the same. Not compared with Griffith's valuation, save in two cases which were very nearly the same, 22991–23004. Present mode of rating is an inducement to let lands high, 23005. Profit in former days probably as great as now, 23006–11. Difficulties caused by tenants in connexion with main drainage when reclaiming land. Inability to make tenants pay interest on money borrowed for improvements, in consequence of their having mortgaged their farms, 23012–4. Tenants may borrow if landlord will not, 23015–7. Extensive drainage carried on in western Limerick, especially lately, generally by the landlord, 23018. Curious distinction between a tenant with lease for years, and a tenant with lease for lives, 23019–20. Legislation wanted to facilitate loans and drainage works upon leased lands, 23021–3. Improvements made by landlord. Reduction of rent for tenant's improvements (which before the Land Act would become landlord's property), 23024–7. The same system pursued on properties he is agent for as on his own. But little spent in improvements; on one property new leases granted on same terms as those falling in. Land can be easily reclaimed, but not practicable owing to difficulties referred to above, 23014. Been drained this year. Rents under Griffith's valuation. Property is at Largehall, belonging to Miss Royce. Mountain land, 23028–39. Practice of reclaiming land, and how carried out, 23040–44. Improvements by landlords almost ceased, 23045–7. Creditors and claims for disturbance, 23048–50. Farmers in the hands of usurers virtually become labourers to the usurers, who, as a rule, are shopkeepers keeping public-houses as well, 23051–5. Proposed withdrawal of licence, 23056–60. Proposed alteration of date of period for redemption after decree of ejectment, 23061–64, with leave for the landlord, under particular circumstances, to execute the decree, 23065–72. Labourers' dwellings more comfortable where landlords are resident, 23073–5. Employment of labourers uncertain, especially in the winter. They then go to the work-house, 23076–7. Facilities for letting houses to labourers should be increased. Extension of the Small Tenants Act to the country, and modification of its clauses, 23078–80. Difficulty of getting rid of cottiers when there is a difference as to wages

Hewson, John B., Esq.—continued.

and work, 23081-3. Expenses of ejectment too great. Proposal by a Poor Law Guardian to improve the state of Ireland by revaluation of land and the establishment of the three F's (Mr. P. Cahill), 23084-6. Application from one evicted tenant only for admission to the workhouse. Cause of application always given, 23087-92. No actual ejectments, though several ejectments served on his property, 23093-98. Ejected tenants generally left in as caretakers, 23099. All for non-payment of rent for one and a half to two years. Time allowed if part of rent is paid, 23100-1.

White, Edward, Esq., Cos. Clare and Limerick; Landowner, Land Agent, and Tenant Farmer.—Limerick.

Owens 900 acres, farms 800 acres, and is agent over 6,000 acres. Makes allowances for improvements on his own property, and so does one landlord for whom he is agent, 23102-12. Tenants on the properties not allowed to sell, but his own tenants may, with veto as to incomer, 23113-4. Leases granted when wanted, and encouragement given to take leases, but they are not much sought for, 23115-18. Land Act is a check on bad landlords, 23119. No actual ejectments, 23120-2. Tenants comfortable, except small cottiers, who will not leave. But for work given them, they would have starved, 23123-5. Facilities should be given to landowners to carry out works of reclamation; tenants do not perform the work honestly or well if money is entrusted to them. Example on his own land, 23126-29. Complaints as to high rents have just commenced owing to meetings being held, 23130-2. Tenement valuation fair rent for tillage farms. If tillage is not connected with grazing, the produce would only be enough to keep a family, but not to pay the rent, 23133-7, 23141. Rents of these farms should be brought nearly to Griffith's valuation, 23138. Knows the country to Adare, 23139. Increased rents due to productiveness of land, and more prosperous state of the people. Large fines paid for farms, the money for which was advanced by banks, when they became vacant, 23142-8. Revaluation of the land has its drawbacks, but to let the grass lands at the Government valuation would be confiscation, 23150-5. Tenants have no confidence in County Court decisions on claims for compensation for improvements, and the costs are high, 23156-65. The Bright clauses have been practically inoperative, 23166. No facilities given by the Judges for the selling of portions of land, unless the whole of the land was sold, 23167-71. More advantageous to sell in small lots, at twenty-five years' purchase, 23172-3. Is not sanguine as to the success of peasant proprietary, they cripple themselves on going in, 23174-80. Instances of purchases, 23181-5. Want of success, 23186-99. Landlords should be compelled to improve lands by drainage. Method of doing it. Fear lest rent should be raised, prevents tenants from improving, 23202-8, 23217-8. The three F's desirable, 23209-10. Arbitration in case of dispute as to rent, but not by a public officer, unless the landlord could get his land back again, 23211-16. Description of demesne lands insufficient. Demesne lands, excepting town lands, should get the benefit of the Act, 23222-8. Right of free sale should always be granted, subject to revaluation by the landlord on expiry of lease, 23229-35. Tenants should receive back their outlay for improvements irrespective of the time they have enjoyed them, 23236. Registers of improvements kept by landlords should be more perfect, and they should be permitted to make a declaration, if necessary, before the Clerk of the Peace on the subject, 23237-40. This could be done cheaply, and the case could be heard in Court, if the tenant desired it, 23241-3. Tenants should first ask landlords to make improvements, and if they refused, they could then make them themselves, 23244-5.

Frost, Mr. Solomon, Feenagh, Sixmilebridge, Co. Clare; Tenant Farmer.—Limerick.

Holds 450 acres as tenant, and 257 acres in fee, 23246-9. Farms part of it, and has tenants on his property. His landlords are Mr. C. W. Smith, Mr. T. Frost, and Mr. E. J. Armstrong, 23250-3. Case of grievance arising out of high rent, 23254-9. Landlord (Mr. Smith) refused to reduce the rent, and offered to take back the farm. It is quite impossible to live by it, 23262-71. The farm has been much improved by his father and himself, but he cannot get compensation, 23272-81. Improvements made by a former landlord were paid for by his father, 23282-3. Details the circumstances under which he had to give up possession, unjustly, of a farm required by a landlord, Mr. H. V. D'Esterre, 23284-94. Tenants deprived of portion of their land through non-payment of high rents, 23295-9. No reduction of rent per acre made after this, 23300. Instance of rent raised through the seeming prosperity of a tenant in county Clare, 23303-5. Rents raised on account of difference in politics, 23306-11. Tenants should get full amount of compensation for improvements irrespective of time. This applies to drainage, but not to manures, 23313-7.

Reeves, Robert William Carey, Esq., Killimer, Co. Clare; Landowner.—Limerick.

Owens 3,000 acres. Has rescued some of his tenants from the hands of usurers, who were going to sell them up, 23318-26. Most of them are security either for themselves or some other tenant, 23327-8. Very few evictions on his own property, or on Colonel Vandeleur's, during the last twenty years. The only case he had was a tenant who could make nothing out of the place, having no stock on it. Is now employed by witness as a labourer, 23329-31. In some cases has made allowance for improvements. Has made no charge for drainage, and given assistance to his tenants as they required it, 23332-4. Two-fifths of the property is now leased. In some cases rents are less than the Government valuation, 23335-7. Farms are revalued on the expiration of a lease; very little change ever made, and rents are paid well with very few exceptions, 23338-41. Has no hanging gale, 23342-3. Leases are, some of them, underlet, 23344. Middlemen obtain double the rent they pay, 23347-8. General scale of rents about 25 per cent. over the Government valuation. Colonel Vandeleur is the same, and pays half the county cess and half the poor rates. Reclaimed bog let at 10s. an acre, and he has offered leases on that arrangement, 23349-53. Rents have been generally increased throughout the country, 23354. Sale of holdings not openly recognized by landlords, 23356. The Land Act has encouraged tenants' improvements, and checked landlords, and a great deal of drainage has been done by them, 23357-9. Bog land let to labourers fetches from 10s. to 15s. an acre, but if it is sublet the labourers get a good deal more. They, not the farmers, reclaim it, but the drainage is not done well, 23360-66. Assistance is given for building in the shape of timber and slates, 23367-8. An assessment tribunal in differences as to rent would be beneficial, 23369. Suppression of small shopkeepers as landlords, 23370. Seven years' notice to quit instead of one year's would be better, and if leases were encouraged with some security of tenure the difficulty would be solved, leaving landlords and tenants to settle the rent if possible, 23371-3. Leases should be simple, omitting unnecessary clauses, 23374-6. Distressed condition of tenants through the usurious practices of money-lenders, 23377-83.

O'Shaughnessy, Mr. Patrick, Bruff, Cos. Clare and Limerick; Draper, P.L.G.—Limerick.

Holds, in addition to his business, seven or eight acres; draws attention to the miserable condition of the labouring classes; they are unable to support

O'Shaughnessy, Patrick—continued.

themselves and their families on the work they get, and two or three families live together in a small lodging-house; their work is intermittent, and they are very badly off. The permanent labourers are in no better state, and have no dwellings, 23386-402. Landlords are non-resident, and consequently there is less work for the labourers, 23403-10. Description of their habitations, 23411-4. The labourers should be located on farms, having a plot of ground and a house, for which they should pay rent; they should be independent of the farmers, working where they get best wages, 23421. Government might pay for the erection of houses by farmers, and charge a perpetual rent for them, 23415-7. Prospective legislative privileges might be denied to farmers unless they built labourers' houses, or landlords might be made responsible, 23418-23. One cottage for every £60 valuation should be kept by the farmers, 23425-7. Wages at present are 1s. a day all the year and a house; no fuel given, 23428-31. Labourers should be scattered through the country and not live in towns, 23432-4. No manufacturers in Bruff to employ men, only farming, 23435-9. Milk is dear and scarce; coal is used as fuel, there being no turf left, and it is difficult for poor people to get fuel at all, 23442-4. Rent of a house and plot of ground less than rents in towns, 23445-7. Case of eviction for non-payment of rent, 23449-60. Sites for dwellings should be in healthy positions, and selected, if the scheme were carried out, by parochial officials, 23461-3.

Delmege, John C., Esq., High Sheriff, Co. Limerick; Landowner.—Limerick.

Griffith's valuation fallacious as a scale for fixing rents, it was only intended for taxation purposes, and any other notion should be got rid of, 23464-7. A new valuation, if framed according to present prices, would be very advisable, 23468-71. Would object to it as a standard for rent, as he objects to any interference with freedom of contract; would have the three F's. to a limited extent, viz.: tenure limited to sixty-one or sixty-three years' leases, and limited free sale, 23472-74. Fair rents would be fixed by freedom of contract between landlord and tenant, 23475-83. With a tenant already on the land the difference as to rent between landlord and tenant could be settled by an appeal to a tribunal of competent men, provided always they were not tenant-farmers, 23484-8. Objects to perpetuity; the sixty-one years' tenure is working satisfactorily on his own property, 23489-91. This scheme should apply to arable land only; grass land and town lands should be left to competition, 23492-5.

Gubbins, The Rev. William, Knocklong, county Limerick.—Limerick.

Lives on his property, and farms, as a tenant, about eighty acres; has four tenants, and the rent they pay is over Griffith's valuation; the last two years' abatements have reduced it to that level, 23496-502. Case of unjust eviction, 23504. Arbitrary increase of rent on improvements, and also case of ejectment, 23505-8. The three F's. would end the agitation, 23509-10; 23517-8. Differences as to rent to be settled by arbitration; grass lands are worth more than Griffith's valuation, 23511-5. Injustice of agents towards tenants causes this agitation, and gives instances, 23516. Case of a man who got a tenant evicted to enable him to get possession of a farm he wanted for himself, joining the Land League, 23519-21.

Madden, Mr. William, Hospital, County Limerick; Tenant Farmer.—Limerick.

Holds forty-nine and a half acres, under the Earl of Kenmare, new lease pressed on witness by the agent, at a higher rent, 23520-4. Paid £1,000

six years before for the goodwill, and in spite of that the rent has been more than doubled, and is higher than the average rent of the property, 23525-31. Rents were raised all round, but the times being bad, he is helping them out, 23532-4. But for another farm he could not live on the first, 23535-6. In addition to the payment for the goodwill, he has built during the last two years, and received no help, 23537-44. On refusing to pay rent unless a reduction was made to bring it on a level with the rest, he was served with a writ, 23545. Other lands are as good as his, no abatement has been granted him, 23546-9. Wants fair play, 23553.

Stoney, Sadlier, Esq., Ballycoppall House, County Limerick, Landowner.—Limerick.

Owens 1,000 acres, of which he lets 700. Right of sale not allowed without consent, which is always given, save to a bad character, 23555-60. Reduced his rentals on purchasing the property, and gave long leases, which has produced most satisfactory results, 23561-5. Arbitration on account of rent not desirable, but rent should be regulated by either the tenement valuation or the Poor Law valuation. This would, generally speaking, give a fair rent, 23566-9. In disputes an appeal might be made to some court or tribunal, 23570-2. Has given slate and timber when wanted, but improvements as a rule not required. Tenants do nothing, not even drain, or reclaim, land, 23573-6. Purchase of holdings, a most desirable thing. Tenants should have the same privileges as landlords. Creation of land debenture stock, but landlords should not be compelled to sell, 23577-8. No rack-rents should be allowed, 23579. Rates at which land should be sold, and fixity of tenure given, 23580-5. Difficulties arising out of the working of the Bright clauses. Subletting should be permitted, 23586-7. Purchase of holdings by tenants crippled them at first—since recovered, and they are contented, 23588-92. Ejectment for non-payment of rent and distress should both be abolished, and landlords should recover like other creditors by sale, and in ejectment cases, sheriffs, bailiffs, and process servers ought to be abolished, 23593-7. Processes, &c., to be served and executed by the constabulary, 23598. Demesne lands to be exempted from the Land Act, and all tenements under £4 a year valuation. Gives reason for this latter clause, 23599-602. Landlords ought not to be compelled to build houses for labourers or give them land. Labourers will not work for the value, and claim compensation if evicted, 23603-6. Land Act has not checked evictions nor increase of rents, 23607-8. No evictions on his property within the last year. Case of eviction which was considered harsh, but in reality was not, 23609-10. When possible tenants contract themselves out of the Act, 23611. No recent change made by him in rents, as they have leases, 23614-6. Postponement of payment of rent by tenants under the Act of 1851. Origin of hanging gale, 23617-19.

Connell, Mr. Daniel, Co. Clare; Tenant Farmer.—Limerick.

Purchased the good will of his holding three years ago, with the consent of his landlord. Rent raised six months after. Refused to take a lease, 23620-32. Built a new house; the landlord allowing him £20 for it, last year, signing an agreement, 23633-43. Some of the land is good, but it is very dear rented all round. Part is under water, and requires draining. That would not satisfy him. Would like the rent reduced to the valuation, 23644-56. Was foolish not to take a lease, 23657. In good times would have got on fairly on the land, but gets very small crops now. Has paid his rent, 23660-6. No other tenants pay as high as he does, 23667-8.

Stackpoole, Richard, Esq., Elm Vale, Ennis; Cos. Clare and Carlow; Land Agent, Tenant Farmer and Proprietor.—Limerick.

Is agent over 22,000 acres in Clare and Carlow, 23669-71. Sales of holdings forbidden. Leases are granted, but tenants may not sell them without permission, 23672-8. Tenants have borrowed from banks, more than under the Act, greatly to their disadvantage, 23679-85. Rents on the estates are generally reasonable, save one property. Recommends abatements when necessary, 23686-7. Government valuation uneven, 23688-9. Approves of arbitration, 23690-91. Great improvements have been made by his landlords on the land; and, in one case, after large buildings had been erected for a tenant, he surrendered the farm, 23692-9. Arterial drainage carried on, landlords paying the interest of outlay, 23701. Tenants make no permanent or lasting improvements, 23704-6. There has been considerable improvement going on throughout the country in various places by both landlords and tenants, 23707-10. Case of tenant evicted being forcibly reinstated by a mob, 23711-20. No other evictions. Tenants have refused to pay their rents unless they get an abatement. Leaseholders and yearly tenants both, 23721-24. Threatened violence to tenants willing to pay rent, 23725. Rents are generally high, but if too high are always reduced, 23726-8. Rents not advanced except on a new lease or a change of tenancy. Tenants get improvident if rents are too low, and will not work on the farm at task work to make roads and reclaim land, 23729-33. Right of cutting and selling turf stopped. Tenants can buy, at low rates, plenty of turf from the landlord, 23734-6. Claim for compensation for reclamation of land by a tenant, who had set it in con-acre to labourers at a high rent, 23737-9.

Hogan, Mr. Michael, Riverston, Corofin, Co. Clare; P.L.G., Tenant Farmer.—Limerick.

Is tenant of 800 acres, and represents the Poor Law Guardians of Corofin, who are unable to pay the rents fixed on the estates they hold. The rents have been raised by the owner from time to time, 23741-55. This landlord evicted tenants before the Land Act, and robbed them of all their improvements. Other proprietors are charging equally high rents. The land is good, and the tenants gave fines for possession, 23756-68. Tenants forced to contract themselves out of the Land Act, or give up their land. Rents raised, 23769-78. Tenants are inclined to improve under long leases, but in this district leases are not popular, 23779-83. The three F's would be a fair arrangement, but the fixing of rents should not be left entirely to landlords, 23784-7. Arbitration not the custom in the district. Cases of grievance arising from high rents, 23788-94. No evictions taken place lately, 23795-7. The tenement valuation would be just between landlord and tenant, 23798. Fattening land scarce here, 23799-23801. Tenants are purchasing holdings on Lord Conyngham's estate, 23802-7. Extension of the Bright clauses, and Government advances of the whole sum to purchase requisite, 23808-11; and expenses of sales should be lessened, 23812. Much land has been reclaimed in the district by tenants, and let on lease to them, in some instances at increased rentals, 23816-9. Inability of tenants to borrow money from Government without the landlord's cooperation is a grievance, 23820-5. New Government valuation necessary to settle the question of rents. Nothing else satisfactory, and unless some steps be taken, the tenants will be ruined. Arbitration may be useful as a temporary measure, 23826-33. Desperate condition of the people through bad seasons; though anxious to pay their rents, are unable to do so. Relief given by the public to these people only went to help to pay their rents, 23836-43. Instances of

hardship. People having paid rents would have starved if relief had not been given them, 23844-53. Labourers live mostly in the towns, and sometimes have a bit of land, con-acre, but they have been too poor the last few years to sow it, 23854-6.

Corbett, Mr. Thomas, Ballagh, Quin, Co. Clare; Tenant Farmer.—Limerick.

Holds land under Mr. Creagh, Lord Inchiquin, and Lord Dunboyne. Is also a poor-rate collector, 23856-60. After building a house, out-buildings, and making other improvements, his landlord raised his rent. It was raised again on the landlord's death, and his lease was broken by the successor. Fresh lease given; but had he known how insecure his position was, he would never have made all the improvements, 23861-73. Much land in the Tullow Union let at Government valuation. Tenants are satisfied, and there has been no change for thirty years, and no evictions, 23864-7. Other tenants in the district pay nearly three times the valuation, 23878. Tenants with lands at Government valuation improve their properties. Lord Leconfield the only exception, and he charges small interest for them, 23879-82. Tenants are satisfied to make improvements when they feel secure, but have great difficulty in paying their rents. They are mostly small tillage farmers, and cattle they have to sell are kept for the rent, 23883-5. Tenants contracted out of the Land Act, and obliged to enter into agreements to become eleven months' tenants. In these cases rents have been raised. Tenants pay the county cess, and have no power to settle rents, 23886-91. Ordnance valuation fair; it is difficult to make much. It is a struggle to get on, as, owing to the distance from the markets, produce cannot be turned to account, 23892-4.

Morice, Francis, Esq., Springfield, Bunratty, County Clare, Land Owner and Agent.—Limerick.

Owens land of the value of £3,000 a-year, and farms 2,500 acres, partly his own and partly the property of others, for whom he is agent, in Clare, Limerick, and Tipperary, 23896-902. Right of sale not recognised; but on a change of tenancy the landlords have paid the out-going tenants, 23903-4. Only three evictions in twenty years, two for non-payment and one for over-holding, 23905-8. Only two cases in the Land Courts. Tenants unsuccessful, 23909-14. Rents raised on the falling in of a lease or transfer of tenants. Never from father to son, 23915-7. Sales sometimes permitted with landlord's consent, 23918-20. Land Act works very fairly, as a rule, and gives a feeling of security to the tenant. Leases not common, for landlords ask to exclude compensation, and without leases tenants can claim in the Land Courts. Existing tenants never interfered with, only new tenants have to agree to terms, 23921-7. Yearly tenants, as a rule, are better off than leaseholders, 23928. Landlords have contributed largely towards improvements until six months ago. The Land Act has not stopped them. On one property, which is all leased, the tenants have not improved at all. On another the landlord laid out £1,500 last year—not borrowed money—for which he charges 5 per cent. or allows half, 23929-40. Rents on the estates vary from 20 to 40 per cent. over Griffith's valuation, but many farms are let below it. It depends on the quality of the land, 23941-4. The valuation is no test of the value of the land, 23945. Some lands are let as high as two and a half times the valuation. It is wintering lands, 23946-9. No general raising of rents, since 1870, nor in fact since 1852, save in cases of new tenancies or a transfer, 23950-1. Rents are generally fixed by competent valuers, who are employed by the landlords. In cases of dispute, it would be wise to settle them by arbitration which is fair for both parties, 23952-62. Advocates free trade in land—no compulsion by law, 23963-5. Tenants' improvements are confined

Morice, Francis—continued.

principally to house buildings; draining and fencing seldom done well. Much bog reclaimed by them in Clare. About £1 a year charged per acre for reclaimed land in some cases; in others none. Where let for £1, tenants often get £4 an acre for it in con-acre, 23966-70. Turbary given to all tenants, 23971. Tenants have fixity of tenure, but are not allowed to subdivide. If attempted, they receive notice to quit, but it has never been carried into effect, nor would they do it, 23972-6. Does not approve of peasant proprietorship, because they have to borrow to purchase. If thrifty men, and industrious, they might succeed, but they do not improve the land with a lease or without it. If men had a fee, in ten years it would be cut up and given to the children, or as soon as they had paid for the farm, 23977-86, and by-and-by a new race of proprietors will spring up, 23987-8. Good tenants should be helped to purchase, 23989. Not much land capable of reclamation, 23996-7. Tenants pay the county-cess. Landlords pay for roads and waste, 23998-24001. Land Act works most favourably, and the people will prosper if left alone, 24002-4. No distress or inability to pay rent in the neighbourhood. If potatoes are good, people can live during the winter, 24005-14. One good year will not make up for two or three bad ones. People all in debt, 24014-5. No special distress in the Corofin Union, relief works all thrown out by magistrates, 24018-23. Mr. Fitzgerald's rents all paid, but abatements given, 24024-5. Instances of tenants in receipt of wages, and paying their rents in receipt of out-door relief last year, 24026-40. It was under long leases that tenants did not improve, 24041-5. The labourers are better off in the neighbourhood, owing to resident proprietors who employ them. The farmers never employ them in the winter. Houses they occupy from the landlords as a rule. Some people build labourers' houses on speculation. Not overcrowded generally, 24047-53.

Frost, Mr. James, Ballymorris, Cratloe, Co. Clare; Landowner, Land Agent, and Tenant.—Limerick.

Farmers in Corofin with stock and a bit of ground in receipt of relief, 24038. Farms four hundred acres, half of which is his own, the other half he holds from year to year; rents not altered since 1850, 24054-61. The properties are situated in Clare, Limerick, and Tipperary, 24062. Ulster tenant-right does not exist, and landlords do not consent to sell, but pay the tenants compensation on leaving, 24063-7. Amounts paid to tenants; case of ejectment for nonpayment, and compensation given, 24068-75. Tenants are comfortable on their holdings; they are large grass farms, 24076-9. Landlords on the properties he manages do all the improvements, and £20,000 has been laid out on one; rents are moderate, and no rise except on falling in of a lease, when about seven per cent. is added to the rent, 24080-4. Compensation should be given to tenants over £100 a year and holders of grass lands also, 24085-8. Tenants disinclined to take leases, and so sign themselves out of the Act; they pay the county cess on a new letting, 24089-93. Ulster custom should be established, and the three F's., with arbitration. Griffith's valuation most unsatisfactory, and gives instances of difference between rent and valuation. They vary from five per cent. to forty per cent. over the valuation. The land of course varies, 24094-107. The difference is greater on the rich fattening land. It was known before the valuation was made. It is not tillage land. In buying land Griffith's valuation is no guide; forty-five years' purchase is given. It is high enough on mountains and poor lands, 24108-13. Instance of valuation and high rents—one valued at £50 let at £105;

the other £100 valuation, and rent £1,000, 24114-8. In favour of Ulster custom and a general revaluation, right of sale, and peasant proprietary. The latter would be advantageous to the country. It acts well in Germany and would suit Ireland, 24119-27. Appointment of a Board for the purchase and sale of estates, as in the case of the tithe-rent charge, which would be cheap and simple, 24128-32. About one eighth of the income of Clare belongs to non-resident landlords, 24133-4.

Barry, Mr. Daniel, Derrygreen, County Tipperary, Tenant Farmer.—Limerick.

Is a tenant on Sir Edward Waller's property, holding about 120 acres under a lease granted in 1870. Mountain land reclaimed by his uncle, who built houses also. Received no assistance from the landlord, 24139-61. Rent reduced by purchase of rentcharge by his uncle, and some of the land taken away, 24172-8, the rent remaining the same. Took possession eight years ago, and when a life was dropped, the rent was £32 18s. 6d., then £35 16s. was added on, which he pays now, without the meadow. Gave his uncle £350 in cash, £200 worth of cattle, and is bound to pay his uncle £33 a year. This was forced on him. Valuation £27 15s., 24169-82.

Ryan, Mr. Daniel, Ballyneen, Oula, Tenant Farmer.—Limerick.

Holds twelve Irish acres, and paid £36 7s. 3d. a year until two years ago. Has paid no rent for two years (Mr. Duggan, of Tipperary, is the present owner), because he asked for a reduction owing to bad times and high rent. Ekes out a living by road contracts. Has no other land to live on, 24183-98. Is considerably in debt. Asked his landlord to come and value the farm, but he has not been, 24199-201. Has no water on the land, and it has no surface, 24202. Former landlord allowed right of sale, but not permitted now, 24203. Instance of rent exceeding produce of a holding, 24204-7. Fair rents should be from £10 to £15 per cent. over valuation for pasture land, rather less for tillage, 24208-10. Land surrendered for non-payment of rent instead of distraining, 24211-15. Landlords as a rule do not give assistance for building, 24217-8. Case of insufficient compensation by agreement for improvements, 24220-3. Tenants who have purchased holdings not succeeding; yearly tenants better off than leaseholders. This is owing to failure of crops, and incurring fresh liabilities to pay the purchase money. They are more secure, but are not better off, 24224-9. Sub-division might be allowed to a certain extent to industrious and thrifty people, subject to the landlord's consent. Nothing lower than fifteen Irish acres should be permitted, 24230-5. Labourers are, on an average, fair working people, but their children are reared to idleness, owing to their living in villages. They join the army or the militia rather than work, 24236-8. Farmers cannot afford to employ labourers all the year. Produce much reduced, and climate changed. Expenses of raising potatoes not worth the trouble, 24239-44. Proposes arbitrators should be appointed to represent the State, the landlord, and the tenant. Improvements made by landlord or tenant should be taken into consideration in settling the rent, and the award binding on both, 24246-50. The three F's. with reasonable veto by landlord proper and fair, 24251-3. His own case for non-payment is coming on in the Dublin Courts in November, but hopes to get a settlement from the landlord, 24254-8. Case of hardship in consequence of increased rent, and deprivation of land, 24259-60.

Fitzgerald, Mr. Michael, Kilfergus, Co. Limerick; Tenant Farmer.—Limerick.

Holds about from 300 to 400 acres under Lord Monteagle, Lady Louisa Fitzgibbon, and Mr. R.

Fitzgerald, Michael—continued.

Hunt. Pays £310 a year to Mr. Hunt, valuation £170, which is exorbitant. Has not made that amount for two years, but has had to pay it, 24261-76. Part flooded by a river, but landlord refused to assist him or enable him to get Government help. If drained could not get a living out of it, 24277-9. Cannot borrow money when rent is so much above the valuation, 24280-4. Rents enforced on other properties he holds, but have not been raised, 24285-7. Landlords sometimes allow tenants to sell, 24288. Gives details of the rising of rents on Mr. Sayers' property. Tenants much aggrieved, 24289-90. Compensation for improvements on ejectment obtained, 24291-4. Success of a tenant who purchased his holding, and there is a general desire on the part of others to do the same, 24295-9. The three F's would be a fair solution of the land question, 24300.

Meehan, Mr. Michael, Holycross, Kilmallock, Co. Limerick; Poor Law Guardian and Tenant Farmer.—Limerick.

Holds 200 acres in different farms under Captain Gloucester. Rents were raised on adjoining properties, and on his holding, and fines imposed, when lands were sold, on the existing tenants. They were compelled to agree to the rise for fear of ejectment, 24301-20. These were small holdings on townlands, and tenants were resident and living by them, 24321-4. On another property a fine imposed and a lease forced on a tenant who wished to break up parts of his farm. On expiration of lease rent remained the same for five years, when a further rise took place, 24325-8. Landlord refused to return money spent on the land, 24329. His own case is the same. No freedom of contract allowed. The value cannot be made out of the land, 24320-40. Another instance of unjust raising of rents, 24342-50.

Stritch, Mr. Michael, Clonlara, near Limerick, Tenant Farmer.—Limerick.

Holds 90 acres from Mr. E. Joynt. When purchased the rents were doubled. Since then £20 taken off and rent remains at £160. Unable to pay it now. Marsh land added to the farm on doubling the rents, of no use, and cattle died on it. Abatement allowed in bad times, but rates were first deducted out of abatement, 24351-64. One man ejected recently, and himself are the only tenants on the estate when purchased by present landlord, 24365-69. The eviction was for non-payment of rent for two years, and the house was pulled down, 24370-4. The farm is now vacant, and the ejected man will not be able to redeem, 24375-80.

Limerick, The Earl of, Co. Limerick; Landowner.—Limerick.

The Act hardly goes far enough as regards certainty of tenure. Always grants leases, and the greater part of his property is leased. Has about 2,500 acres in Limerick, near Bruff, and thinks 31 years a reasonable period for leases. Since the Act tenants have been less disposed to take leases, though that is the most satisfactory system of holding, 24381-3. Difficult to say how to encourage leases. The question of leases should have been brought more forward in the Act, and if a simple statutable lease, not fettered by two many conditions, could have been established, it would have been advantageous to both landlord and tenant, 24384-7. Would consent to leases for life at fair rents, 24388-9. Does not approve of public arbitrators as it interferes with freedom of contract. It is a difficult question, and he is not prepared to say what would be desirable, 24390-6. Practically his tenants have fixity of tenure, and unless they leave have full value for their improvements, 24397-8. The necessity of a re-valuation is an open question. The

present valuation is useless as a test of rent. If the rent exceeded a certain percentage over a State valuation, then, perhaps, a tenant, if evicted for non-payment, might make a claim for disturbance, 24399-400. Approves of protection to tenants for improvements. Case of hardship arising out of a tenant dying intestate. Clause as to landlords erecting cottages for labourers not employed by them requires amendment, 24401-3. Cottages held in this way should be exempted from the Land Act, 24404-8. Tenants have been assisted in making improvements, and their rents have not been increased. Has endeavoured to abolish the system of middlemen, and rents of farms have been lowered when re-let on a middleman's holding becoming vacant, 24409-11. Most of his land is leased; and but little since the Land Act, if any, has fallen in. Has never increased rents for main drainage, and is in favour of an extension of the system of leases, 24412-15.

Spaight, William, Esq., Derrycastle, Co. Tipperary, Landowner, Agent, and Tenant.—Limerick.

Owens 4,000 acres, and is a tenant of two holdings. Right of sale is allowed to tenants, with no limit as to the amount he can get. Should object to a bad tenant. No interference otherwise. Only two tenants objected to, 24416-26. Practice of selling holdings not increasing. Leases not increasing, and rents are not raised on the falling in of a lease, 24427-33. One tenant ejected owing to family quarrels, and he gave this man £70, which he never received back in any shape, 24434-40. Yearly tenants pay their rents quite as well as leaseholders and improve their lands equally. Other landlords are not paid so promptly, 24441-6. None of his tenants required relief last year. Would never eject an old tenant who paid his rent. Rents on the estate were fixed in bad times, and in 1862 some were reduced, none ever raised. The tenants have the three F's on his property, 24447-54. Tenant ejected for private matters, but paid compensation, 24455. Tenants building much on the increase, though not on his estate. All that done by himself without cost to the tenants. All his labourers rehoused; and so are Mr. Parker's. With these exceptions other proprietors do nothing, 24456-63. Labourers' cabins are old and bad, 24464-6.

O'Connor, Rev. M., P.P., Ballybunnion, Co. Kerry.—Killarney.

Acquainted for fifteen years with the district; comprising estates of Lords Ormathwaite and Listowel, Messrs. Gunn, Hewson, Blacker, and others, 24467-70. Tenantry are greatly indebted to banks and shopkeepers; cause of this; excessive rents—rents have always been high; they average double the Government valuation, 24471-73. Tenants don't sell, or go, unless they are ruined. Knows cases of rent being four times the valuation; one case where it is fourteen times, though the land was improved by tenant, 24474-76. Tenants' interests are unsaleable at present, 24477. Tenants are deterred from improvements by feeling of insecurity; the moment they improve, rents go up; amendment of Land Act would be useless: what is needed, is certainty for the tenants, reduction of rents, and some mode of arriving at a fair rent, 24478-81. Perpetuity of tenure at a fair fixed rent, as in case of Trinity College estates, would change the circumstances of the tenantry. The estates of Trinity College are let to middlemen on a perpetual tenure; the College may raise the rent if prices warrant it, but the lessees can not claim a reduction. The Portacarron lease is similar, but with a right to claim reduction—revision of rent depending on the condition of the soil will be useless, because of the difficulty of proving its amelioration by the tenant, 24482-84. Improvements in district are made wholly by the

O'Connor, Rev. M.—continued.

tenant, except on estates of Lord Ormathwaite, Messrs. Hewson and Crosbie, who allow one-third cost of drainage and reclamation, 24485. Few leases in district; tenants would refuse them because rents are so high. Section of Land Act giving compensation for incoming payments has no application, because there are no sales; section for giving compensation for disturbance has increased evictions owing to irritation of landlords at the Act, 24489-90. Forty or fifty evictions on title have been carried out since 1870, with scarcely any compensation paid. In the Moybella case, where tenant was forcibly re-instated, £100 was awarded, but was nearly all lost at law; results of claims for compensation are so uncertain, 24491-97. Expense and uncertainty deter tenants from going to law with landlords. Appeal to House of Lords in Harenc case cost £1,200, 24498-99. Nine or ten tenants on property of Mahony of Kilmornamorna, an absentee, were evicted to amalgamate farms in 1872, and made no claim for compensation, 24500-06. Three evictions took place this year on Lord Listowel's property for nonpayment; two of the three tenants were allowed to go back on paying the rent, which in one case was sent from America; the rent was not accepted from the third. The inclement seasons were the cause of the tenants' default, 24507-10. The Kerry tenants have up to the present been remarkably peaceful and law-abiding; north Kerry is now exceedingly disturbed; serious outrages have taken place; the law does not protect the people, and they have taken the matter into their own hands. The combination among them is astounding and irresistible; as an illustration, a small proprietor having evicted some tenants was unable to make any use of the land, and eventually made terms with the tenants, 24512. Has known cases of great hardship; Hewson evicted three tenants, the rent being four times the valuation. He now occupies the farms himself, 24513-17. Refers to a libel case, during which evidence was given that a tenant was evicted because his wife refused the criminal solicitations of the agent, 24518-21. On expiration of leases within last two years Blacker raised his rents twenty per cent., to nearly twice the valuation; the land had been improved by the tenants, 24522-26. Mahony nearly doubled rents on expiration of leases; £500 having been expended in one case by tenant; leaseholders are no better off than yearly tenants; in instances referred to, the leases had been for twenty years, and landlord had not laid out anything on the lands, 24527-33. Wilson Gunn, of Rattoo, raised the rents in some cases more than 100 per cent. over his whole estate, which had been largely reclaimed by the tenants; he turned into his pocket the fruit of the life-long toil of those industrious people. Most of the proprietors have raised the rents since 1870; the present rents cannot be maintained; prices are falling; labour is becoming more scarce; land reverting to its original state; the young and strong have emigrated, 24534-36. Improvements almost always made by the tenants; the allowances made by Lord Ormathwaite and Mr. Mahony are but trifling, 24538-45. Gives instance of rent being repeatedly raised on farms wholly reclaimed by tenant; on another estate a tenant was evicted after having expended money with landlord's sanction, 24548-49. Describes the case of the Harenc estate; tenants were served in November, 1877, with notices to offer for their farms, pursuant to Bright clauses; they attended at court in Dublin, and were informed that the estate had been sold for £65,000 to the agent; this sale was annulled on the tenants offering £75,000, and the judge ordered the estate to be divided into lots for auction; those tenants who were able then bid £64,000, leaving a valuable part

of the estate for which the tenants made no bid. S. M. Hussey then offered £80,500 for the whole, and Messrs. Lombard and Murphy, as trustees for tenants, bid £81,000, which was accepted by the judge; against this decision Hussey and trustee of estate appealed; the court reversed the judge's order; the tenants' appeal to House of Lords was dismissed on technical grounds. The estate, previously most peaceful, is now a scene of disorder and riot. The Bright clauses proved a snare to the tenants. An occupying proprietary is the proper solution the land question; rents once fixed might be varied with prices; the tenant who improves the land naturally looks upon it as his own; but at present enjoys no security; he would do far more if the land were really his own. As proprietors tenants would enjoy an independence which they cannot under the rule and interference of landlords, agents, bailiffs, and gamekeepers. Hussey has resold most of the Harenc estate, but none of it to working farmers, and made no offer to do so, unless the tenants appointed trustees for purchase, which was impracticable. Messrs. Lombard and Murphy were to have paid the whole amount, and engaged to resell to the tenants; is unaware that the miscarriage of this sale was not due to the Bright clauses; and that the case would have been heard on its merits by the House of Lords if Lombard and Murphy had appealed—the estate is now depreciated in value, and the tenants are not in the position they were; at time of sale they had money in the bank; their rents were moderate; Hussey has the poorest tenantry on his hands, 24551-24572. Waste lands are those which are unproductive. Half this district has been reclaimed within memory of living men; utterly useless land has been brought into cultivation by superhuman energy and perseverance of tenant. On Lord Ormathwaite's property a tenant died from excessive labour and hardship at such work; his wife and children were evicted twelve years ago, 24573-74. His district is not overpopulated; the inhabitants have been banished from the fertile plains to the bogs and hillsides. The industry and energy of the Irish farmers are such that, if proprietors, the productiveness of the land would be doubled; deplores the outrages which are due to the oppression which has been practised—'give the people just laws, enable them to live and labour in peace, to reap where they sow; then crime would cease; tyranny could not be practised, the nation would enter on a career of prosperity,' 24573-75. Is a tenant 'unfortunately' to George Hewson; he and another tenant who co-operated with him in Harenc case have received notices to quit. Hewson's property is let very high; one townland at four times the valuation; this land has been improved by Hewson. The tenants surrendered their farms, and were put back as caretakers; the land was then improved and divided; the stock and chattels of a tenant paying £105 rent were sold under a Dublin writ. The occupiers cultivating the land are only caretakers; land manured by one of them was cropped with corn next year by Hewson; they are now tenants at enormous rents; no such case of rack-renting as this in his first parishes, 24576-88. rents have been raised without outlay by landlords; the tenants have made all improvements; they are most industrious, but have become excited and discontented. Many farmers decline to give evidence through fear of the agents; the landlords are nearly all absentees. Lord Ormathwaite has not been in Ireland for twenty-five years; Mahony lives abroad, 24589-95. Security and fair rents are essential; Griffiths valuation is generally a fair rent; and if not increased, except as prices warranted, it would satisfy the tenants. A judicious peasant proprietary scheme would be preferable, 24597-600. The disturbance in 1848, and of the Fenians was insignificant compared to the

O'Connor, Rev. M. —continued.

present, 24601. Farms vary much in size; the district is well farmed, 24602-04. Subdivision should be prevented, but there is no tendency to it; there would be a large emigration but for want of means; education has changed the people; rents are often paid by remittances from friends in America and Australia, 24605-08. The labourers' dwellings are indistinguishably bad; their whole state very poor; during the distress 4,000 persons were on the relief list; some of them tenants of Lord Listowel—who otherwise would have starved—children were naked; one sick man relieved had been living on turnips, 24609-11.

Moynehan, Rev. Arthur, Listowel, county Kerry, Roman Catholic Administrator.—Killarney.

Hands in particulars of the valuation, rents, stock, and other details of the holdings of tenants on the estates of Lord Ormathwaite, Lord Listowel, Mr. Collis, The Rev. Mr. Browne, Mr. Bateman, Mr. Kitson, Mr. Supple, Archdeacon Bland, The Knight of Kerry, Mr. Mahony, Mr. W. Harnet, and Mr. M. Loughnane, 24612-21. On all these estates butter is the principal product, 24612. Rents have been raised throughout on various occasions, especially on a marriage taking place, 24614-5. On Lord Ormathwaite's property rents are about three times the valuation, 24612-3; on Lord Listowel's about fifty per cent. above, 24616; on Mr. Collis's, nearly three times, with enormous fines in some instances, 24617-9; on Mr. Browne's property they vary from two and a half times the valuation up to, in one instance, thirteen times the valuation. In this case a fine of £200 was imposed, in addition to an increased rent of £20, under pain of ejectment. The increased value is all the fruit of the tenant's industry, 24619. Mr. Bateman's rents are about twice the valuation, 24619. Mr. Kitson's rents are two and a half and three times the valuation. He, however, this year gave an abatement of 33 per cent. owing to tenants not being able to pay, 24619. Mr. Supple's rents are higher, varying from thrice to nearly seven times Griffith's. Two tenants on this property have broken down; one got compensation on ejectment. The tenants are very poor on this townland, 24619-20. Archdeacon Bland's tenants pay about three times Griffith's, 24620. The Knight of Kerry remodelled his farms two years ago, and his tenants pay two to three times higher, 24620. Mr. Mahoney, of Kilmoonier, charges the same. One tenant broken down, 24620. On Mr. Harnett's land two tenants are broken down, three have been dispossessed, and lets cut-away bog to a number of cottiers at £1 the English acre, 24620. The rents on Mr. Loughnane's land are three and four times more. In one case a fine of £300 was added to £21 increase of rent, and a lease forced on the tenant, 24620-2. There is one peasant proprietor in the parish, 24623-4. North Kerry is rack-rented, and 50 per cent. above Griffith's valuation would be an ordinary rent. The landlords are non-resident, and, as a rule, non-improving, and they seize every opportunity by fines and increased rents to confiscate the improvements of the tenantry. The establishment of peasant proprietary is the remedy, and the reclamation of the waste lands would increase the wealth of the country. A fair price should be given to landlords to induce them to sell, 24625-8. The three F's would be the next best means of settling the question, 24620-32. Does not wish to expropriate all the landlords, 24633. Proposes that tenants should be able to borrow money from Government for improvements, and absentee landlords should be taxed, 24634. Hiring out cows is not the practice, 24634-5. A cow, if let out, would be worth about £4 a year, 24636-8.

O'Connor, Mr. Thomas, Ballymaquin, Co. Kerry; Tenant Farmer.—Killarney.

Holds about seventy-seven acres under Lord Listowel since the death of his father in 1862, at a rent of £161. It was raised from £122 four years ago.

The land was not re-valued; but was told by the agent he meant to raise it, as the land was worth more. Declined a lease, 24642-62. His father and he have much improved the land, but the landlord has done nothing, 24663-70. Objected to pay the increase, but was served with notice to quit, and he accepted the higher rent, 24671-8. Only owes six months' rent, and has never received any abatement, 24679-82. Valuation £99 10s., which is fair, 24683-5. Has twenty-four cows; prices this year are good for butter, but there is no corn, 24686-9. Pays half the county cess and half the poor rate, 24690-2. Is eight or nine miles from a market town, 24693-7. Griffith's valuation would be a fair rent for his farm, but would be dear in some places, 24698-9. Case of high rent with heavy fine imposed on a tenant whose husband died. The rent thus raised is nearly three times the valuation, and a good deal of the land is marsh, 24700-12.

Ryall, Mr. Edmond, Kilmoily, Co. Kerry; Tenant Farmer.—Killarney.

Holds about 100 acres from Mrs. Quill, at £133 10s. rent; valuation £48 10s. The rent was raised in 1860; and he has to give in addition to the rent poundage and turf every year of the value of £7 10s., as well as the county cess, 24713-24. Agreed to pay high rent under notice to quit; but it was a struggle to pay it in good times. Now it is impossible. Owes six months' rent, but his landlady refused to allow him an abatement, though she got 50 per cent. off from her landlord, 24725-43.

Carroll, Mr. Pat, Co. Kerry; Tenant Farmer.—Killarney.

Holds about thirty-five acres of land from Mrs. Quill; paying £60 rent, and one hundred weight of pork and four rails of turf, equal to £4, besides, 24744-7. Eighteen acres of the land are waste, and is under water. Has been in possession seven years, but the rent has not been raised since 1860. It is more now than he can afford to pay, 24748-53. Griffith's valuation, which is £25, would be a fair rent, 24754-7. Agreed to pay high rent under notice to quit, and so did the other tenants, 24758-60. Application for an abatement refused by the landlady, 24761-8. Tenants not allowed to sell their holdings, 24771-3. Rent before 1860 was £38, 24775-7. Hands in a list of the tenants on the townlands of Kilmoily and Ballykealy, showing the valuation and rent of each and the amount of poundage and turbary, 24778-8.

Carroll, Mr. Thomas, Ballinorig, Co. Kerry; Tenant Farmer.—Killarney.

Has thirty-five acres from Mr. Leahy, and pays £48 for it. It was raised in 1877, on the expiry of his lease. Objected to a rise, and has had no reduction, 24780-99. Last rent he paid was the Government valuation, and owes a year's rent, 24800-10. Hands in a paper relating to the townlands of Ballymacandrew and Ballinorig, and the rents of them, 24811-6. His rent has been raised three times since he had the land, 24817-20. John O'Connell, the brother of the "Liberator," owned the land before Mr. Leahy, 24821.

Allman, Mr. Thomas, Rathoneen, Co. Kerry; Tenant Farmer.—Killarney.

Holds forty-eight acres under Mr. J. Leahy. Rent raised in 1876 from £45 to £60, on the expiry of his lease, 24822-33. Rent was £30 when Mr. Leahy purchased the land in 1857, and he raised the rent to £45, 24834-9. Was served with a notice to quit on objecting to rise in 1876, 24840-3. Has made all improvements, his landlord nothing, 24844-7. The rent is double the valuation, and is too high, and he cannot make a living off it, and some of the tenants have not paid any rent for two years, 24848-51. Has just had a writ served on him for non-payment, and had to pay the rent without any reduction. Fifteen per cent. abatement was allowed last March, 24852-8. Drained the land for two years, but was discouraged

Allman, Thomas—continued.

by a case in court, the costs eating up the compensation. The tenant holds a similar holding to himself, and her case is exactly similar to his own, 24859-64. No improvements made by the landlord, and the tenants have the utmost difficulty to pay the rents, often have to sell stock, 24865. Had to pay a fine of £50 in 1876, on a lease being granted for thirty-one years. He was obliged to take it. Pays all the county cess. Produces his lease which contracts him out of the Act. The fine is not recoverable (and he had to borrow the money), and is in addition to his rent, 24866-70. The land is barely worth half the rent, but he had no alternative, 24871-74.

O'Sullivan, Mr. Florence, Ballybroman, Ardfert, Co. Kerry; Tenant Farmer.—Killarney.

Holds about 306 acres from Mr. W. T. Crosbie, Mr. R. S. Oliver, and Lord Listowel. They are all over-rented, and he has leases from the first two landlords for 21 and 31 years respectively. One has been in the family for five generations, and he succeeded to it. Pays half the county cess on this farm at an increased rent of £3, 24876-92. The other farm on lease (Mr. Crosbie's) on which he lives is too high rented, 24893-900. Lord Listowel's farm is only about 16 acres, and is over-rented also. Rent was raised when he took it in succession to his grandfather, 24901-6. Has much experience in land, and lives by it. The great part of his land is grass, 24907-9. Tenants are not allowed to sell their holdings, but Mr. Crosbie makes allowances to outgoing tenants, 24910-12. Rents are always raised at a change of tenancy, and the practice is on the increase, 24913-6. Land can be willed by one member of a family to another, 24917. Improvements are made by tenants as a rule, with one exception, Mr. Crosbie, and he charges five per cent. on the rent, 24918-22. The Land Act has had the tendency to deprive tenants of compensation for disturbance by the clause which disqualifies them for non-payment, 24923. Leases contracting tenants out of the Act have been forced on them, and the costs of litigation generally eat up the compensation which they might gain in court, and so they are deterred from making claims, 24924-8. The Legislature should fix a scale of compensation, so that tenants need not go into court at all, 24929-35. There have been contracting clauses in all leases lately fallen in. Terms of leases are for 31 years under £50, and 21 years over £50. Since 1870 rents have always been raised, and sometimes a fine imposed on granting a lease. Tenants object to these leases and their clauses, and leaseholders are generally worse off than other tenants, 24936-42. A fair rent is that which leaves a legitimate and reasonable interest on the capital invested, after defraying all working expenses. A tenement valuation is nearly a fair rent, 24944. Land should be revalued according to prices, not according to tenants' improvements, as would be the case if the land were examined, 24945-8. No arbitration in the district, but it would be a good thing if done fairly. The three F's would more than satisfy the people, 24949-56. Distress for rent never put in force. Instance of a tenant working day and night to pay his rent, 24957. The raising of rents checked tenants' improvements after 1870, but a feeling of security would restore it, 24958-60. Thinks it would be well if there was no recourse to county courts, 24961-2. Tenants should have the right of pre-emption, and Government should advance four-fifths instead of two-thirds of the purchase money, the interest to extend over a long period, and a board established to buy the residue if any; the lands of corporate bodies to be sold also, 24964 and 24972-73. Does not object to sub-division, 24974. The question as to Government valuation being a fair rent should be more fully examined. He believes it is in spite of contrary evidence, 24976, 24965-71.

Never offered twice and a half the valuation of a farm. He valued it over Griffith's valuation, because he knew he could not get it for a fair rent, and he had to give up his holding at that time for landlord's requirements. He was paid full value for his outlay by Mr. Crosbie. His lease contains a covenant that the rent should fluctuate according to the price of butter, 24984-90, 24977-82, 24991, 25000. The cost of production has increased more than the rise in prices, more particularly in wages. His rent was reduced in 1879 on this plan, 25001-9. No reason why this plan should not become general when once a fair rent was ascertained. Rents could be adjusted every seventh or tenth year, 25010-1. His present rent is £320, including £25 per centage on buildings, and he holds 160 acres. Valuation about £150. Rent in lease is £400. He accepted it but did not propose it. Has every reason to be thankful to his landlord, Mr. Crosbie, 25012-21. Evictions are always for non-payment, but knows of none in the district, 25022-3.

O'Donoghue, The Rev. Denis, Ardfert and Kilmoiley, county Kerry; Parish Priest.—Killarney.

Calls attention to the case of Mrs. O'Connor, of Kilcooley, whose rent was raised in 1874 to £233, and who had to pay a fine of £800 when the lease was granted, the said fine being irrecoverable. By the lease (produced) the whole of the county cess was put on her, and she was contracted out of making any claim whatever under the Land Act. The landlord is Mr. Stack, an attorney at Tralee, 25024-29. Then, in the case of the Sheehans, on the lapse of the lease in 1878 a large increase of rent was demanded by Mr. J. R. Leahy, but they could not pay it, and they only obtained £204 compensation, and the farm was let for £294 to another tenant, the increase of rent being over £100, without a lease, 25030-4. The rents charged by the Messrs. Donovan are excessively high at Tabrid. The land is worth about 10s. an acre, and the rents, of which he gives instances, are generally two to three times the valuation, sometimes more, 25035-8. Details of the rents, with rises, of some tenants on Lord Listowel's estate, 25038. All these rents are too high, and the Poor Law valuation on that townland and the adjoining townland is a perfect rack-rent, 25039. With the exception of Mr. S. Oliver, whose rents are fair, every other landlord's property is rack-rented. The tenants are very hard-working and industrious, but, in spite of that, they are in great distress, especially Lord Listowel's tenants, 25040. Gives instances of the failure of the Land Act to prevent capricious evictions, and of the compensations obtained in Court being eaten up by the costs. The incoming tenants paid increased rents, and, in some cases, large fines, 25042-4. Decrease of houses and population on Mr. Crosbie's estate at Ardfert between 1841 and 1871 by consolidation, 25045-8. Tenants ejected if they made legal defence to ejectments or claim compensation, 25049. Cases of compensation for capricious evictions, 25050-1. Difficulty, tenants' experience, in getting presentable witnesses to give evidence before the Courts on compensation cases. To settle the question of rents the Poor Law valuation, which has been decided was a fair rent once, should be taken. (Sir R. Griffith declared it to be a "live and let live" rent.) A great change has taken place since then, the price of living, clothing, education, &c., has gone up; and, if anything, the rents should be reduced. Establish the three F's, remove the power raising and settling rents from the hands of the landlords, give them an allowance for any improvements they have effected, and so remove from the country what may be termed its curse—rack-renting, 25051-4. The peasant proprietors on the commons of Ardfert rarely apply for relief; they are well-conducted, moral, and law-abiding; their land is better manured and cultivated than any in

O'Donoghue, The Rev. Denis—continued.

the parish, and they send their children to school. This confutes an article in the *Nineteenth Century* on the subject, written by the late Knight of Kerry, 25055-9.

O'Rourke, Mr. Thomas, Tralee, county Kerry ; Merchant.—Killarney.

Wishes to call attention to the state of certain tenants in Kerry under landlords who charge high rents, 25060-4. On Mr. Brennan's property, rents vary from two to two and a half times the valuation. They pay the county cess besides. The rents have not been raised, but they have paid these high rents a long time, 25065-8. The operation of the Land Act has been neutralized in every way. Leases facilitate this by preventing tenants from claiming compensation. Case of eviction for non-payment. Tenants borrow on leases, and generally end by being sold up and evicted. Instance of this, and and confiscation of improvements, 25069-70. Disinclination of tenants to take leases, 25071-2. Improvements nearly all made by tenants; arbitration not known, 25073-4. Reference to the "Harenc" estate, 25075. Further instances of excessive rents, on Mr. B. Browne's estate, 25076-7. Tenants not allowed to sell their holdings. Case of costs exceeding compensation, 25079. Proposes a land bill establishing the three F's; including the Bright clauses; purchase of lands by Government to be sold to peasants; labourers' cottages to be built on the same principle. Prefers fixing tenants on the soil altogether. The landlords should be treated justly. If rents were fixed on Griffith's or some other reasonable valuation, these proposals would satisfy the people, 25080-2, 25088. The purchase of waste lands would be most beneficial. Tenant-right might be added to towns and cities, 25083. There have been many evictions, and the tenants thus evicted have no refuge but the Union, 25084-6. Many evictions take place on the properties over which Mr. Hussey is agent. Compensation claims are futile, 25087-93. Cases of tenants debarred from claiming for improvements for non-payment, 25094-9. Instance of a holding purchased by a tenant although the present tenant is still in occupation, 25100.

Newman, John R. Esq., J.P., Dromore House, Mallow, County Cork; Landowner.—Killarney.

Owens 4,000 acres which he manages himself. Right of sale permitted with veto on incoming tenant, 25101-7. If rents are too low a change is made when a new tenant takes the land. Gives leases for thirty-two years, and contracts out of the Act when he can legally do so. Has never evicted a tenant. Not many leases applied for now. The expense of a lease is objected to. The contracting clauses are only inserted as a protection to himself in case of necessity, 25108-17. Fines are sometimes imposed, but rents are seldom raised, on granting a lease, 25118-20. Tenement valuation is not a fair test for rent, and gives examples, 25121-4. Sir Richard Griffith *did not consider* his valuation uniform or correct, and wished for a new valuation, 25125. Never issues distress to get rent. Builds houses for his tenants, and lends money to the tenants at 3½ per cent. for drainage, 25126-30. The Land Act has checked landlords' improvements. Has only had one land case, 25131-7. Case of forcibly reinstating an evicted tenant on the estate of Mr. S. Oliver, 25138-40. Case of sale of lease in perpetuity, and success of the tenant, 25141-6. Greater facilities should be offered for sale and purchase of lands. Government should advance money to build labourers' cottages, 25147-8. Townlands on the property formerly let to two companies, for subdivision, now let to the tenants, who are improving much, 25148-60, 25171-73. Much waste land is capable of reclamation, but

money should be advanced to landlords not to tenants to drain the land, 25161-6. The last general increase was at his grandfather's death, twenty years ago, 25169-70.

M'Sweeney, Mr. Peter, Co. Kerry; Tenant Farmer.—Killarney.

Holds 147 acres under Lord Kenmare, 50 acres being good land, the rest waste; rent for twenty years £30, the last two years £40. Valuation £30 10s. Has had two abatements since, and received £25 for slating farm offices, 25174-82. Landlord promised to continue the old rent, 25183. Valuation irregular, 25184-5. Other tenants have been similarly treated, and he has no complaints to make, 25186-94.

Marshall, Mr. Thomas, Tralee, Co. Kerry; Tenant Farmer.—Killarney.

Has seventy acres from Mr. Blennerhasset, of Ballyseedy. Rent raised on expiry of lease seventeen years ago, from £4 4s. to £20, 25195-25201. But for improvements made by his father the land would not be worth Griffith's valuation. Rent is too high, 25202-6.

O'Connor, Mr. Maurice O'Brennan, Tralee, Co. Kerry; Tenant Farmer.—Killarney.

Holds twenty-three Irish acres under Lord Ventry, and a similar quantity under Trinity College, 25207-10. Pays £55 to Lord Ventry. Raised in 1875, on death of his father, when prices were high. Received no abatement. Got £200 from landlord towards house-building. No interest charged. Memorial for reduction to old rent not acceded to. Pays all the county cess, 25211-21. Other tenants charged interest for allowances, 25222. Rent exceeds tenement valuation slightly, 25223-5. Tenants are much improving land, 25226-8. Holds from Trinity College on lease in perpetuity at 5s. an acre; worth £1 now, 25229-30. About 100 acres on Lord Ventry's estate reclaimable. Held now by a middleman, 25231-3. The three F's would be satisfactory, 25234. Impossible to pay rents now, and if landlords pressed for settlement tenants would be broken, as they are all in debt to banks, 25235-6, 25242. Gives rents and valuations of tenants' holdings on Mr. Herbert's property at Killentierna, tenants being afraid to give evidence through fear of eviction, 25237-40, 25243.

Hussey, Samuel Murray, Esq., Gortalea, Counties Kerry and Cork; Land Agent.—Killarney.

Is agent over properties in Kerry of £70,000, and Cork of £130,000 rentals. Number of tenants, 800, equally divided, 25244-52. Evictions not numerous, for non-payment only, 25253-9. Leases generally accepted, and are slightly increasing. Contracting-out clauses seldom inserted. Leaseholder's farm worse than others. Improve when served with notice to quit, 25260-75. Tenants disinclined to borrow for drainage, 25276-7, 25292-3. Rents are uniform. In Kerry they vary from one and a third to twice the tenement valuation, 25278-82, 25284. Abatement granted, 25283, 25285. Comparison between Scotch and Irish farming, 25286-94, 25336. Case of sale of lease, 25296-7. Revision of leases on change of tenancy only. Succession of a son or marriage no change, 25298, 25302. Impossible to arbitrate on rent. Case of equal circumstances of tenants and unequal success, 25303-8. Expenditure on improvements by Lord Kenmare in twenty-five years over £71,615. Principal not charged on either buildings or drainage nor interest on buildings; on the demesne, including house, £90,000, thus employing large numbers of labourers, 25309-19. On Mr. Herbert, of Muckross, £36,000 spent since 1848 in addition to timber, 25320-4. Instances of rents being higher

Hussey, Samuel M.—continued.

in 1840 than now, 25326-7. Reclamation of waste lands by draining going on, still much to be done. More remunerative if wet arable land were drained instead, 25328-36. History of the "Harene" case and purchase of the property. Tenants unable to purchase for want of funds. Government should find four-fifths. Sold one-third of property and protected occupying tenants by leases, 25337-50. Case of Shea, ejected for nonpayment, 25351-5. Rents fairly paid until two weeks ago, 25356-7. Is helped by his sons and an army officer in agency, 25358-9. Rents on Ballyscedy estate high. No increase lately. Abatements being made, 25360-2. Difficulties of tenants due in great measure to extravagant habits, 25363. Is in favour of peasant proprietors. Scheme for the establishment of the system, 25364-7, 25375-6. Fixity of tenure worst form of selling property, but peasant proprietary would remove agitation. No compulsion on landlords to sell, 25360A, 25366A (p. 786). Proposal to buy Sir E. Denny's estate, with six years' rent as fine, and lease for ever, in abeyance. Rents high there, 25367A, 25374. Abolition of law of entail, and limit of right of mortgage would bring land into the market and increase the number of proprietors, and assisted emigration would right matters, 25376-86. Subdivision and subletting should be forbidden, but cannot be prevented. Holdings might be sold, 25387-94. Abolition of right of distress and redemption. No eviction for less than nonpayment of two years' rent, if lease has not been offered to a tenant. Holdings of under £4 a year to be ejected at Petty Sessions, on account of costs. Reasons for this, 25396-25401. North Kerry the most prosperous part of the country, though now in a state of agitation due to Mr. Parnell. Prices higher and produce greater. Rents not raised, but people discontented, 25402-11. Lord Kenmare's Kerry rents raised in 1875, which were lowered during famine time, but not as high yet as they were, 25412-6, 25419. Abatements to former rents common, 25417. Limerick and Cork rents raised also, 25420, 25432. Case of Madden misrepresented. Farm is best in Ireland. Fine paid without agent's knowledge, 25421-9. Leases should be simple and minimum fee, 25431. Dispute between two joint tenants as to payment of rent, 25433-6. Eviction of tenant by money-lender, 25437-9. Farm occupied by a Nationalist for evicted tenant, 25440-2. Rents not raised on Mr. Blennerhasset's property; very high. No evictions, 25443-6. Rise on Lord Kenmare's estate not equal to interest of money expended, and only two and a half per cent. charged for drainage being done for yearly tenants, 24559. Sir G. Colthurst's estate at Ballyvoorney is the most prosperous, and interest at two and a half per cent. only charged on improvements, 24560-1. Rents well paid, and people contented, 24562-5. List of proprietors he is agent for, 24568. Case of Thomas Marshall. Is half-witted, and does not understand the question, 24570-1.

Herbert, Henry, Esq., Muckcross, Co. Kerry; Land Agent.—Killarney.

Is agent over the Muckcross property. £11,000 spent in five years on improvements, and £18,000 in thirty years on houses and offices. £6,452 in drainage since 1853, besides timber, and in some parts limestone. This is apart from the demesne, 25448-51. Rent adjusted in 1866 by adding interest on outlay. Some farms let for less rent than sum offered, 25452-3. Tenants decline leases. No actual evictions, 25454-6. Ejectments used to obtain rents, 25457. Rents on witness's estate only exceed valuation by £21. Good land, but very neglected. All tenants have leases. Those with good bargains have neglected the land, 25458-9.

Warren, Mr. Samuel, Killarney, Co. Kerry; Auctioneer.—Killarney.

Formerly held a farm, but having greatly improved it, was turned out, and got no compensation, the decree gained in court being dismissed before a judge, 25472-86. Held another under Mr. Herbert, of Muckcross, which he also improved, built a house, buildings, offices, &c., drained and fenced it, spending £1,500 to £1,600 on it. Though owed money by landlord was turned out for non-payment, and subsequently sold up, losing all compensation, 25487-96. Eviction for non-payment, and sale of effects, 25498-25504. Ejectment in another case for non-payment, and prevention of sale of crops, 25505-6. Claim for compensation for improvements defeated, and reversion of farm sold over tenant's head. Difficulty in obtaining credit for tenant's improvements, 25507-13. Another case of tenant building a house under promise of being repaid, but owing to change of agent, never got it, and contractor sold his stock, and was ejected for non-payment. Not allowed to redeem unless rent was paid at once for time he was not in possession. This he did, and was then served with notice to quit. Claimed compensation, but solicitor declined to proceed against Lord Kenmare. Never was paid a penny, and now is trying to support his family on seven shillings a week, 25514-40. Further cases, 25545-61. Was himself evicted from a farm on Lord Kenmare's property, 25562, but regained possession, 25563. Another case on Mr. Hilliard's land, tenant got no compensation, 25564-9. Government valuator would obviate this, 25570.

Brosnan, The Very Rev. Canon, Cahirciveen, Co. Kerry, Parish Priest.—Killarney.

The principal landlords are six in number. Majority have charged excessive rents, and treated tenants harshly, 25571-4, 25647-9. Trinity College showed disinclination to improve; refused gratuitous education to tenant's children in convent schools; and rents mostly twice the valuation, 25575-90. Lord Lansdowne's rents excessive; refused abatements and declined to do improvements. Interest on borrowed money permanent charge on tenants, and but for relief tenants would starve, 25591-601. Costs of evictions and actions excessive, 25602-12. Poverty stricken state of tenants, houses, and lands, 25613. Rents on Mr. E. M. Bernard's estate oppressive; about two and a half times valuation, 25616-8. On other estates some as high as four times, 25619. Costs of process for non-payment, 25620-1. Tenants have no freedom of contract, 25625. Charity funds indirectly paid rents, especially Mr. Bernard's tenants, 25626-36. Eviction of tenant of Mr. Bernard's, who had neither cattle or substance, and is starving, 25637-41. No kindness or consideration shown to tenants, 25642. Mr. Blennerhasset alone subscribed to relief fund, and is anxious to redress grievances. Reductions granted by some landlords, 25644-6. Lansdowne tenants unable to improve land, 25650-52. Peasant proprietary should be encouraged by voluntary sales, and Government help to purchase. Reclamation of waste lands, by Government if possible, and the three F's would satisfy the people, 25653-73. All Corporation landlords should be expropriated, 25674-5. Money borrowed by Lord Lansdowne under the Distress Act for the tenants. Application for two months' indulgence for the people on account of distressed condition refused. Cahirciveen tenants rack-rented and worse off than any others on the property, 25909-10.

Clifford, Mr. Dan, Cahirciveen, Co. Kerry, Tenant Farmer.—Killarney.

Holds nine acres under Mr. Mahony at £12 a year, 25677-80. His mother holds under Trinity College. Rent raised three times, last time on improvements; bog cut away, land manured, and rent

Clifford, Dan—continued.

is now too high. Houses built and roofed, and assistance by College has to be repaid, 25681-92. Sister holds under Lord Lansdowne. Rent refused, one day late, and had to pay costs of process, 25693-98. Rent raised three years ago, 25700. No improvements by landlords, nor reductions, 25701-6. Is sub-agent to Mrs. Mahoney, and has another piece of land at Castlequin, rent £12, 25707-12.

Fitzgerald, Mr. Edward, Cahirciveen, Co. Kerry ; Tenant Farmer and Hotelkeeper.—Killarney.

Holds under Trinity College and Mr. D. O'Connell of Derrynane. Rent of first raised when the College became landlord from £8 to £15 Valuation under £6. Formerly held by middleman, 25713-21. Rent on other holding not raised, 25722. No landlords' improvements, and rents too high. Land inferior, 25723-4. Called Townpark. Keeps an hotel, and cannot give up land on account of compensation for improvements, 25725-38.

O'Sullivan, Mr. Daniel, Cahirciveen, County Kerry ; Tenant Farmer.—Killarney.

Lives on Mr. O'Connell's land, and has 140 acres on one and 81 acres on farm where he lives. Rents—£8 10s. and £40 respectively. Barren waste land, 25739-45. Rent of latter high, and raised fourteen years ago on dropping lease. Double the valuation, 25746-57. Right of sale recognised, but no instances known, 25758-63. Neighbours high rented, and Lord Lansdowne's rent raised lately, but no abatements made. Tenants dissatisfied, 25764-75. Is directly under his landlord, and not under a bailiff, as others are on Lansdowne estate, who misrepresents tenants' prosperity to superior agent or landlord, 25776-86. No cases of tenants purchasing, but would like to do so, 25789-91. New landlords have raised rents excessively; gives instances; rents higher than on surrounding properties; tenants unable to pay, 25792-806. If tenants could borrow they would soon purchase holdings. Not sufficient facilities for tenants, 25809-20.

Keating, Mr. Jeremiah, Cahirciveen, County Kerry ; Tenant Farmer.—Killarney.

Has sixty acres from Lord Lansdowne at a rental of £18 6s. Land barren, 25826-33. Last rise twenty-five years ago all over estate, 25834-5, 25865-7. Always a running gale of one year's rent on the property, and it is included if an ejectment is served; was served with one in 1879, though his rent was paid before being served; had to pay costs in full, 25836-48. Explanation of running gale—a year's rent due for 100 years, 25849-51. Tenants on the property all badly off. Rents paid with borrowed money; those not paying ejected, 25852-4. Money lent by landlord for draining, &c., charged for in rent by adding interest; tenants sign agreements for it, 25855-7, 25909-10. Rents too high. Land never visited by either landlord or agent, 25858-60, 25868-9. Application for reduction of costs refused by agent, 25861. Rents paid to sub-agent, 25862-4. Right of sale allowed with landlord's restriction as to income; many have taken place. Tenants are breaking down, 25870-4. High rate of interest charged to tenants, even if landlord borrows at low rate, 25875-9.

Griffin, Mr. James, Glenheigh, County Kerry ; Tenant Farmer.—Killarney.

Holds fifty acres from Hon. R. Wynne, at £39; valuation, £16 3s. Rent raised in 1871 through mistake in quantity of land, and again on expiry of lease in 1875. Has no lease now. Land bad, 25880-96. Twice been served with ejectments, and had to pay costs. There is a running gale on the property, 25897-903. No tenants actually ejected, and they are all very badly off. Get no work in bad season, 25904-8.

Mahony, Richard John, Esq., Dromore, Kenmare, Co. Kerry ; Landowner.—Killarney.

Owens about 30,000 acres since 1851. No slate houses or drains made by tenants on the property then, though about £1,000 a year had been given in allowances to tenants for thatched houses and fences, 25911-18. Adopted the English and Scotch system of laying out, and spent £20,000 on buildings, draining, roads, fences, &c. Roads private, though public now. Tenants much improved. Added to rents in proportion to capacity of tenant to bear it, 25919-26. Opposed to tenant-right and fixity of tenure. Hands in statement of the property of the Knight of Kerry (see after witness's evidence), 25927-31. Sale of holdings allowed. Only one case of actual eviction, 25932-3. Land let by "cows' grass." Depreciation of land under a tenant. Average produce of cows and profit thereon, 25934-7, 25953-4. Practically fixity of tenure exists on the property, 25938-9. Instance of depreciation of land on Kenmare River, and improvement subsequently by a good tenant, 25941, 25945-6, 25959-61. Principle of a landlord buying up a tenant's interest in his holding and paying balance to tenant after deducting rent objected to, 25942-4, 25955-6. Gives tenants facilities to improve breed of cattle, 25947-8. Griffith's valuation as a test for rent uneven; gives instances; 200 per cent. over the valuation too high anywhere in his district, 25949-51. Better condition of tenants on witness's estate than elsewhere, 25957. Resident landlords of advantage to country and tenants, 25964-7. Hands in statement of the area, valuation, and number of tenants on the Knight of Kerry's estate, prepared by the late Knight of Kerry, 25967. Rents about 80 per cent. over valuation; farms never let by competition; great improvements made by landlord, none by tenants, 25968-9, 25972-4. Tenant-right not recognized, and rents fixed at present rates between 1851 and 1861, 25970-1. Three evictions for non-payment, and one for sub-letting. Owing to non-residence of his father, the tenants ceased to reside, and sub-divided their farms; they gradually became almost destitute, and after the famine they were weeded out and placed on new holdings. Now matters are steadily progressing, 25975.

Walpole, Mr. Jonathan, Ballinorig, Tralee, Co. Kerry ; Tenant Farmer.—Killarney.

Holds 200 acres from Mr. Bateman, a lunatic; agent, James Russell, of Glamoure, county Cork. Rent, £400, raised £100 in 1874; the valuation, £273. Tenants' improvements amount to £2,000. Landlords do not make improvements in witness's neighbourhood, 25976-25990. Right of sale not permitted, and leases not granted. All contain contracting out-clauses, 25991-4. Witness declined to sign a lease, and the Lord Chancellor approved of his action, owing to the clauses, 25995-9. The Act checks evictions in small holdings, but compensations awarded are insufficient. Tenants without leases should receive compensation for disturbance, 26000-26006. Employs labourers constantly. Wages one shilling a day, with house, turf, and half acre of land, 26008-12. Other farmers employ less labour, 26015. Emigration owing to poverty of tenants, 26017. Rents raised on properties of Mr. Crosby and Sir M. O'Connell. £5 an acre charged by latter in one case, 26018-22. Sale of reversion of farms to strangers before expiration of leases. Two instances by Mr. Herbert, of Muckross. Rent raised to new purchaser in addition to fine on tenants' improvements, 26023-39. Cases of rents raised on Mr. Crosbie's estate on tenants' improvements, with valuations which include buildings, 26040-9, 26051-5. Land good arable, 26050. Re-valuation made independent of tenants, 26056-9. Costs of getting compensation swamp amounts awarded, 26060-2. Landlord's improvements

Walpole, Jonathan—continued.

checked by Act, 26063-5. Knows nothings of purchase of holdings except on Harenc Estate, 26066. Peasant proprietary hardly desirable; three F's preferable, 26067-8, 26086. No waste land in the district, but much land capable of improvement. Bog land fetches high rents; land and bogs let together at lump-rents. Turf cutting charged extra, 26069-72. Witness pays lump-rent, and roads charged for as land, 26073-80. Prefers Griffith's valuation to a new one. Adding a fourth would make rents fair in witness's neighbourhood on all farms, the landlords paying their share of rates and taxes, 26081-3. Leases for not less than sixty years with all clauses expunged, except against sub-letting and sub-division, 26084-5. New landlords disastrous to the country. Extort all they can out of tenants, 26087.

Kearney, Mr. Maurice, Ballyroe, Tralee, Co. Kerry ; Tenant Farmer.—Killarney.

Holds seventy acres, thirty of which recently acquired by purchase of lease for £15, without landlord's consent, who does not recognize witness as tenant of that portion. Sales not frequent; new tenants selected by landlords, 26088-98. Compensation generally reduced on appeal, 26099, 26107-8. Case of small compensation, and land let to new tenant at large fine, 26100-7. Fines required with new leases. Rise of rents on Mr. Crosbie's estate, 26108. Fines paid by money borrowed on leases, 26110-1. Disinclination of tenants to accept leases. Building by landlords checked by Act, 26112. Improvements on farms cease towards end of lease for fear of rents being raised, 26113-4. Pays double the valuation, but land has much depreciated owing to falling in of drains, 26115-6. Stones are plentiful for the purpose, but landlord refuses to lend witness money to drain. Too late to apply to Government. Land would be much improved by draining, 26117-8, 26135-6. Tenants will have to repay landlords for improvements made with State aid, which could be done better and cheaper by them, 26119-27. Peasant proprietors should be established with Government help to extent of two-thirds purchase money, by buying in encumbered Estates Court as in Harenc estate. Tenants would borrow remainder if not possessed of it, and would then improve land, 26118-34. Land in neighbourhood held from middlemen, and tenants cannot claim compensation when turned out by superior landlord, 26138-9. But little waste land about to reclaim, but plenty of other land available; could be let to labourers on lease for ever. Case of ejection of a labourer from some cutaway bog he had improved, 26140-5. Rent of witness's farm exceeds produce by more than 100 per cent. Threatened with ejection for non-payment, 26146-9.

Murphy, Mr. Maurice, Castleisland, County Kerry ; Hotelkeeper.—Killarney.

Hotelkeeper; and holds about three acres of land at Castleview, with an interest in over 200 acres at Carrigeen, under Mr. Herbert, of Muckcross, 26150-54. On Mr. Collis's property rents are over three times the valuation, mountain land let at £6 to £7 for a cow's grass. Tenants are overworked in their struggle to pay rents, and the land will not pay it. Instance of high rent over valuation. Landlord has given time to tenants now, 26150-63, 26164. On Brosna estate rents are two and a half times the valuation. Landlord has recently given employment to the people. Suggested completion of unfinished roads to help the people during last winter by landlords met by a "shower" of processes of ejection. Case of tenant evicted for nonpayment, rent subscribed, but landlord refused it unless costs were paid. Farm now let to another man, 26164-5. False report of mutilating a tenant. Landlords to blame for outrages and agitation principally, 26166

-7. High interest charged for money let to tenants on their farm produce, 26168. Improved prices through action of landlords, 26169. Farmers ruined through bad seasons, 26170. Plenty of land reclaimable. If Government bought lands and made roads, and let plots of about fifty acres to tenants, the country would be much improved, 26172-3. Increased power should be given to magistrates and County Court Judges, and costs reduced, 26174-5.

Crosbie, William Talbot, Esq., Ardferf Abbey, County Kerry ; Landowner.—Killarney.

The Ardferf estate contains 10,000 acres, and has 140 holdings. Rental 35 per cent. above valuation, with interest on landlord's outlay, 64 per cent., 26176-80. Right of sale absolutely forbidden, but since 1839 outgoing tenants have always received compensation, 26181-4. Farms go by succession on the estate. If no will made, landlord selects tenant, and they are always satisfied, 26185-6. Capricious evictions are unknown, and reasonable evictions are checked in some instances by the Act. Instances in which it has operated to the prejudice of the landlord, 26189-97, 26219-20. Has no objection to the scale of compensation, if caprice, upon which the section of the Act is based, be clearly defined, 26198-9. The section has led tenants to mortgage their holdings as security for money borrowed, 26200. Leases are the proper means of regulating rents, where tenants are capable of maintaining the conditions they contain. They are on the increase. Usual terms, twenty-one or thirty-one years, 26201-4. Fines never imposed, nor any change made in rents except on falling in of a lease, or an adjustment is necessary where an outlay has been made, or on a new tenant taking possession. Tenants contracted out when legal to do so, and accept leases willingly on those terms, 26205-8, 26216-7. Tenants practically have security, as evictions are almost unknown, 26210-1. Griffith's valuation in witness's neighbourhood exceedingly low, and made when poundage was very high, 26212-3. Increase of rent not on increase since the Act, 26214-5. Re-valuations should be made every twenty-one years, 26218. Arbitration interferes with free trade. Market value the true value of land, but has not acted on it with his tenants, 26218-21. Statement of costs of improvements on the estate since 1840, giving a total of £40,000. Tenants charged five per cent. on it. Tenants' improvements confined to small works. The Act has not discouraged landlord's improvements, nor affected the tenants, 26222-5. The agitation has done more to break the relations between landlord and tenant than the Land Act, 26226. Tenants have obtained excessive compensation under Land Act, 26227-28. Favours gradual establishment of peasant proprietary by means of loans through Boards of Guardians, 26229-31. The miserable condition of the Ardferf Commissioners is not a fair example of peasant proprietors, 26232-34. Subdivision is ruinous, 26235. Reclamation is increasing, 26236-37. Roads are included in farm areas, 26238. Makes recommendation for amendment of law between landlord and tenant. A new Land Court should be created. Pasture lands, arable farms, reclaimed land, and very small farms require different systems. Landlord control is desirable; gives history of estate, showing gradual improvement effected by transplantation of tenants, enlargement of farms, and expenditure of capital, and preventing tenant-right, 26239-46. His management has been misrepresented unjustly, 26247-49. Objects to joint proprietorship between landlord and tenant, 26251. Explains as to letting of farm to Florence O'Sullivan, a witness, at a rent fluctuating with price of butter, 26252-63. Rents have only been raised at expiration of leases; recent increases were based on Griffith's valuation, to avoid including improvements made by the lessees,

Crosbie, William Talbot—continued.

26264-66. (Particulars of lettings referred to were given and explained by G. F. Trench, agent to witness.) Explains as to removal of subtenants holding under middlemen, the improvement of land taken up, and subsequently reletting as a large farm. It is now in his own hands, 26273-76. He obtains the second highest prices in the United Kingdom for shorthorn bulls bred at Ardfer, 26277.

O'Connor, Rev. P., P.P., Molaliffe and Aglish, Co. Kerry.—Killarney.

His parish is near Killarney; Lord Kenmare is the principal landowner; some of his property is let to middlemen; his rents were moderate, but recent increases and bad seasons have made the tenants discontented with them, 26280-86. Some of the middlemen are very harsh, their rents being three times the valuation, and notices to quit being served every six months. This practice prevails on estate of Rev. G. Chute. The rents are especially high on the smaller farms. The farms are let by competition, and rents are consequently excessive—gives instances, 26287-308. Complaints of unfair rents, want of security, confiscation of improvements, 26429. Describes case of harsh attempt at eviction on Herbert estate in 1868, which was settled by interference of the clergy and the O'Donohue, 26430-32. Landlords are ready to speak well of each other; the tyranny of estate bailiffs is an evil; excessive rents can be exacted because tenants have no other occupation to turn to, 26433. Has no particular complaint against Mr. Herbert as a landlord; reasonable rents, security, and free sale are wanted; a peasant proprietary would be best if possible; makes suggestion as to advances by Government for this purpose by land debentures, and for repayment by tenants; waste lands might be reclaimed if occupiers had security; the new landlords are the worst, 26135-36.

Connor, John, Aglish, Co. Kerry; Tenant Farmer.—Killarney.

Is a tenant on Hurley estate. On part of self and other tenants, complains of excessive rents, harsh treatment, and exaction of "duty work," 26313-33.

O'Brien, Brien, Aglish, Co. Kerry; Tenant Farmer.—Killarney.

Was evicted in 1870 from the Hurley estate because he would not agree to an increase of rent; the Chairman awarded him £175 compensation; this was reduced to £100 on appeal; it took the whole of this to pay expenses incurred in prosecuting claim. The farm was re-let at increased rent and fine of £200 to another person, 26334-53.

Foley, Denis, Longfield, Co. Kerry; Tenant Farmer.—Killarney.

Held thirty-seven acres on Fitzgerald's estate; rent was raised £10 in 1873; was evicted for non-payment, and the land set to his neighbour for six months; occupies house as caretaker; may redeem up to December, 26354-72.

Larkin, Michael, Longfield, Co. Kerry; Tenant Farmer.—Killarney.

Tenant on Fitzgerald estate; his father paid a fine for a lease which was never executed; the estate was in Chancery; bailiffs and others extorted bribes from him and put him to great trouble and costs, 26373-26392.

Reardon, Michael, Longfield, Co. Kerry; Tenant Farmer.—Killarney.

Tenant on Fitzgerald estate; makes statement as to exaction of bribes by sub-agent and bailiffs, 26392-98.

Flynn, Timothy, Longfield, Co. Kerry; Tenant Farmer.—Killarney.

Tenant on Fitzgerald estate; gives statement

as to repeated increases of rent and exactions by agent and bailiffs, 26395-98.

Teahan, Timothy, Longfield; Tenant Farmer.—Killarney.

Gives statement of exactions by bailiffs and others, 26399-401.

Leary, Denis, Aglish, Co. Kerry; Tenant Farmer.—Killarney.

Is a tenant on estate of Abraham Murphy; complains of exactions of eggs, fruit, butter, &c., from the tenants; was evicted, but is now in possession without any definite agreement, 26402-28.

Lane, Mr. John, Aghada, Cork Harbour, Co. Cork, Tenant Farmer.—Cork.

Farms about 120 acres, 26439. Complaints of excessive rent, 26441. Leases largely offered, but not freely accepted since Land Act, 26451-2. Produced leases with clauses contracting tenants out of Land Act; all the leases he has seen have similar clauses, 26453-55. In consequence leases are not accepted, but are forced, by a notice to quit on the tenants to debar them from compensation, 26456-60. Case in point, 26461-77. Instance of his own where, on a lease being mortgaged to him, he lost £250 by not having landlord's consent in writing to the assignment; further particulars of case, 26478-84. Clause in lease which he takes objection to, 26485; also objects to paying all the county cess, 26486. On the Shannagarry property (Mr. Jenn Gaskill's) rents have been raised on falling in of leases, and three evictions have been made for non-payment last twelve years. Rents were raised four shillings an acre, making them seven shillings above valuation, or nearly 50 per cent. over, 26495, 26511. No reductions made, and rents are excessive. Eight years ago prices were higher, and rents were, therefore, not so excessive, 26512-7. Sale of cattle to meet rent. Case of farmer at Aghada having paid high fine for a farm at increased rent in 1869, without means now, 26518-22; 26525-7. Sales allowed with permission of landlord, but owing to high rents, new leases are worthless, 26523-4. Lord Fermoy's property is also very highly rented, and farms are let by auction to the highest bidder, 26529-33. Farmers in the neighbourhood prefer fixed rents to purchasing their holdings, 26535-7. The valuation is about one-third under rents. In some instances rents exceed by 75 per cent. In present state of the country rents should not exceed Griffith's valuation, 26538-9; 26562. Very few labourers in the country, and those are bad. Wages vary from 8d. a day with house, to 4s. a day with partial food and some perquisites, 26540-1; 26545-7. No fishing nearer than Kinsale, 26542-4. Witness has house property at Aghada, 26548-9. Failure of a peasant proprietor for want of means, 26550-60. Tenants have no freedom of contract either as regard sale of holding or fixing rent, 26563-4.

O'Mahony, Mr. Patrick, Kildorrery, Co. Cork, Tenant Farmer.—Cork.

Holds 120 Irish acres, and has a mill. Landlords are Lady Kingston, Captain Bowen, Mrs. J. Leader, and Mr. Purcell. Holds leases from Lady Kingston and Mrs. Leader for land, and the mill on lease for ever. Purchased interest of the farm at Ballynoe for £600, with consent of landlord. Sales not allowed as a rule, 26565-74. Average term of lease 31 years, but was refused a lease for place he purchased. Rent 50 per cent. over valuation, 26575-9, 26599. Leases not common, except on Mr. Young's estate, who gives them for ever on payment of stamp duty at moderate rents. Sales allowed, and tenants are improving and prosperous. Tenants on other properties not improving land, 26580-98. Has a lease of land under Lady Kingston. Rent raised twelve years ago. Tenant-right allowed, but rents are raised on incoming tenant, 26600-12. No evictions, and land as a rule fairly let. Tenants comfortable and pay their rents, but want fixed rents, 26613-

O'Mahony, Patrick—continued.

20. Sales not allowed on Colonel Stawell's estate, which is let at high rents, and the land is not worth it. Only one tenant actually evicted, and he has since redeemed, 26621-8. Tenants should be allowed to purchase their holdings with State aid at Griffith's valuation. Infinitely preferable to fixity of tenure, but subletting or subdivision must not be allowed. It is not common in the district, 26629-34. Griffith's valuation not an even one. In some places land not worth so much, others worth more, 26636-8. Has had great experience in land management. People would generally be satisfied by the three F's, and in cases of dispute as to rent Government arbitrator might decide, 26639-45.

Turney, Mr. Simon Kenny, Sarsfield Court, Rivers-town, Co. Cork, Tenant Farmer.—Cork.

Holds 300 acres under the representatives of the late Mr. Putland, and gives particulars of holdings, viz.: acreage, rent, and valuation, and how held; total rent £170 10s. 6d., and valuation, £237 5s., 26646-53. Present landlord declines to let him sell his interest, and is prevented by covenant in lease from doing so, 26653-5. Details the circumstances under which he got his leases from the late landlord on such advantageous terms, 26656. Right of cutting timber for the farm taken away; on death of Mr. Putland he received notice to give up one farm, although he had laid out £1,000 on it, unless he paid increased rent, which would be on his own improvements, 26658-64.

Riordan, Mr. Daniel Joseph, Ruffeen, Monkstown, Co. Cork; Tenant Farmer.—Cork.

Holds 328 acres—148 acres from Mr. M'Daniel, and 184 acres from a middleman under Mr. R. H. E. White; rents very high, like all rents in the neighbourhood, 26665-70. Mr. M'Daniel, in conjunction with other landlords, refused to drain the land even at the tenants' cost, and the land has remained unproductive at great loss to witness; this was twenty years ago, and now landlord is willing to have it done; soil is rich, but being under water there is no food for cattle, 26671-84. Tenants should have facilities for borrowing if landlord refuses to help, 26685. Holds his second farm under agreement; leases generally contain a clause against sale of interest; yearly tenants can sell, but they seldom do unless in arrear for rent; they seldom make improvements on account of increased rent, 26687-94; 26722-3. Rents raised on change of tenancy; case of tenant having to pay increased rent or leave; tenants have no freedom of contract, 26695-703. New rent excessive, even when prices were better, 26704-8. On expiry of lease no regular revaluation is made, but tenants are informed they must pay more, 26709-15. Tenants' improvements consist of building dwelling and outhouses, fences, subsoiling, draining, cleaning land, gates, roads, &c., for which landlords give no assistance; allowance for slate and timber withdrawn, 26716-9. Cases of rent raised on tenants' improvements when leases fell in, 26724-35. Large area of land capable of reclamation; some in possession of tenants who would reclaim if they had security, 26741-4. Not much in the locality fit to be reclaimed on a general plan; private case of attempted reclamation not successful, 26745-50. Compensation for disturbance should be awarded to tenants over £50; they should have money advanced for improvements, as landlords have; rents require revision, and tenants should have a voice in the matter, 26751-62. The three F's would satisfy the people, and they should be helped to become peasant proprietors, not by compelling landlords to sell, but by helping both; landlords must not be expropriated, 26763-74. Compensations awarded fall far short of claims, which are fair and just, 26775-80.

Jones, William Bence, Esq., Lisselan, Clonakilty, County Cork, Landowner.—Cork.

Owens 3,900 acres, of which he farms 1,000 acres.

Is as strongly opposed to tenant-right or sale of holdings, as to system of fines. It is most injurious. Tenants want all their capital to put into the land; would give free leases to avoid sales. Witness's tenants use artificial manure, and an account is kept of the amount used. They are all in good circumstances except four or five drunkards, 26781-92. Rents all paid up. Instance of payment of rent under threat of eviction, 26793-800. Enormous crops raised through use of artificial manure, 26801-3. Three-fifths of tenants have leases for thirty-one years. New leases granted at increased rent if land is worth it. Does all improvements tenants require at 5 per cent. on outlay. Farms put in thorough order before re-letting; instances. Rent increased slightly to cover outlay, 26804-16. Has not kept separate accounts of his own and tenants' improvements, 26817. Griffith's valuation only a test for rates and taxes. Accepts it as a minimum. One tenant pays three times the valuation and is quite content, 26818-22. Value of the land for letting purposes, 26823-6. Land taken at good rents from tenants by dairymen for grazing, paying rent in advance, 26827-32. Eviction of drunken tenant for non-payment; land re-let now. No improvements made by him, and no claim made. His crops were left lying in the fields for several years, too lazy to get them in. Land exhausted, and buildings in ruins, 26833-46. No use to have let him sell in years gone by. The practice is bad. In the North of Ireland the custom is different, 26847-55. Witness's land is better than many other properties, but it has been uphill work; others could do the same by not living up to their incomes, 26856-66. The Irish are improvident, some drunken. Turns out the latter and gives employment to any who will work. Equal improvidence on the part of landlords, 26867-76. Very few ejectments except for non-payment, 26880. Case of payment for disturbance to evicted tenant, 26881-5. The County Court Judge is not a good tribunal, and arbitration is most unsatisfactory, 26886-96. Witness's labourers receive from 10s. to 12s a week with cottage and garden. Farmers have no consideration for their labourers—most have left the district there being no work for them. Farmers only till what they can manage, leaving the rest in grass, 26897-906. Always shelter on farms for cattle in winter. Breed much improving all round the neighbourhood, 26907-8. Many landlords are improving their properties, but do not pay for everything. Tenants generally seem to have stopped. Protects himself in all leases by stating what he has done. All tenants' improvements are entered in a register every year; extracts from the book, 26909-17. Manages his own estate, and others can do the same if they understand the work. High education is not necessary, but common sense and business-like habits. His son is being trained in Scotland for farming, having been educated in other subjects, 26918-27. Has given no abatements lately; there is no distress. People got relief who did not need it, 26931-4. Great distress existed during the famine of 1848; loans for drainage if granted to tenants instead of landlords, would do more good, 26935-6. Thrifty and industrious tenants should be assisted to become peasant proprietors. Government might purchase properties and let them to good tenants at a proper valuation on lease for thirty-one years, if unable to buy. Land is always worth more than it is sold for, 26937-43, 26950. Bad tenants will never succeed, the facility for borrowing is the ruin of the district, 26944-7. Wheat cannot be grown in Ireland, in other respects is not afraid of American competition. Proper treatment of cattle effecting great changes, and producing satisfactory results, 26951-3. The Land Act has proved a mistake, and nothing can be done to amend it. Owners must continue to improve the land (and he has spent £25,000 on

Jones, William Bence—continued.

the property), and in time will get a return for their outlay. At present witness has got none. The system of charging interest is only just begun, and he only raises rents on a change, having given leases for lives of tenants. Land Act is injurious in many ways to tenants, and gives an instance, 26954-64. Good landlords do more for tenants than Acts of Parliament, 26965. The Ulster Tenant-right must ruin the country, and the condition of his tenants as compared with others shows the disadvantage of the system. It absorbs the tenants' capital, and farming is less understood there than elsewhere, 26966-76.

Johnson, Mr. Philip F., Egmont Arms Hotel, Kanturk, County Cork, Hotel Keeper and Farmer.—Cork.

Labourers' cottages on Egmont estate are very bad. None allowed to be built by the late Earl, even at farmer's expense; and those erected by present Earl are too highly rented to be of any value to labourers, 26979-84, 26986. Farmers are dependent on town labourers, 26985, 26988. Cottages erected by Sir L. Darrell and let at 1s. 6d. a week each are inhabited by small tradesmen, and labourers are driven into the town where they pay less rent, but are very much overcrowded, 26992-6. Farmers would employ labourers resident on their lands, and would build cottages if they could borrow money for the purpose. Land is grass, and by lease tenants cannot till it. Formerly it was tillage, 26997-27001, 27007, 27013-4. Labourers get wretched wages, and but little food, 27002-4. Many tenants have broken the clause about not tilling, 27008-9. Cottages might be built in clusters under Poor Laws, and subject to sanitary authority, 27015. Labourers employed all the year get no rise of wages in busy times. Farmers should be deprived of this power, 27016-20. Low rate of wages in the district due to high rents and bad seasons, 27020-2. Lord Egmont has not raised rents on his property, 27023-5. Case of landlord accepting valuation instead of rent, 27026-8. Nearly all tenants in the district are steeped in debt owing to high rents and exhaustion of the soil from artificial manure, 27030-37. Many of the farmers' houses are bad, those built by Sir E. Tierney are better, 27038-9. With the three F's the tenants would improve the land, they are industrious and hard-working, 27040-1. Land requires drainage, 27042-3. Farmers obtain advances on butter to be made in the future, and so get into debt, 27044-9. Eviction of four families for non-payment on an adjoining estate. Had to pay costs each year as they were regularly served with notice. Are now back on the holdings, but have lost their crops. Landlord refused the rent without costs, though witness offered to pay it. Landlord wished to get a fine from a new tenant, 27050-70. Evictions for non-payment only. Always a running gale on Messrs. Leader's estate. Nothing except the labourers' question against Lord Egmont, 27071-80. Instance of destitution through inability to sell interest in a holding, 27081-91.

Bolster, Mr. Thomas, Killnahilla, Kanturk, County Cork, Tenant Farmer.—Cork.

Holds two farms, 130 acres from Mr. Longfield and 100 acres from Mr. Leader. Rent of latter farm is nearly double the valuation and has a lease for life. Lives on the other farm. Right of sale not allowed by Mr. Longfield, 27092-27100. In some cases rents are very high in the district, new landlords raise rents or impose fines. They raise rents every seven years, and tenants are, as a rule, very miserable. Much land is let to middlemen who are extortionate, 27101-7, 27128-9. Most of Mr. Longfield's land is on lease, but it is well managed. Some of his tenants and also of Mr. Aldworth's are paupers through indolence and

neglect, 27108-11. Drainage loans have been of the greatest service to the country. Large sums have been judiciously laid out on tenants' farms. Still some to be expended. Some done by farmers' under witness's supervision. Plenty of land requires draining and would become valuable, 27112-23. Not many ejectments, the new landlords are harder on the tenants than the hereditary landowners, 27124-26. Much distress in the neighbourhood during the winter, but relief afforded by drainage works and relief fund. Labourers are idle and will not work if they can get a few shillings from relief funds. They live mostly in villages. Good potato crops this year from seed given to the people, 27127-36. Tenants well treated on the Jennery property. Houses built, abatements granted, potatoes distributed, and rents not raised. If rents are raised farmers are to blame for competing for vacant farms, 27136-7.

Leahy, Daniel Francis, Esq., Shannakiel House, Cork, Counties Cork and Kerry, Land Agent and Merchant.—Cork.

Is agent for Lord Cork, Lord Shannon, and himself over £30,000 a year. Acreage very extensive, 27138-40. Lord Cork allows tenant-right, but reserves the right to select the tenant, 27141-7. Leases are the rule, except on the Kerry estate, for thirty-two years. Contracting clauses inserted. Only one ejection on title. Allowances are made to tenants for building, draining, limekilns, &c., and are registered, but not under the Act. If anything more done by Lord Cork than before the Act, 27148-55. Rents raised on expiration of lease after revaluation of land, 27156-7. On Charleville estate large sums spent in buildings and drainage, and very little is charged to the tenants. As a rule rents on that estate very slightly exceed the valuation. Very little improvement done by tenants, 27158-63, 27186-7. On Kanturk estate tenants have improved and reclaimed land. Tenants and witness consulted on revaluation, and were perfectly satisfied, 27164-73. Granted abatements voluntarily in bad times, and tenants refused to allow agitation meeting on Lord Cork's property. Tenants will improve on this estate, but not on Charleville, 27174-6. Total rise of rents on Charleville estate in eleven years is £120, 27177-8. High prices given by tenants for life interest of holdings often hamper them, 27179-85. Tenants generally seldom make any improvements except reclaiming mountain land, 27186. Landlords should not be able to contract tenants out of the benefits of prospective Acts, 27188-9. Personal supervision necessary to the proper management of farms, 27166-27190. Legislation is necessary for the settlement of the land question, and it should take the form of the three F's with the formation of a Court of Arbitration. Landlords should, however, not be compelled to take a drunken or slovenly man as tenant, nor one of bad character, and a tenant should have capital to work his farm. Landlord should also have right of purchasing a tenant's interest and taking possession. Subdivision to be made illegal without landlord's consent in writing, and Government aid to be given to assist tenants in purchasing their holdings. The country to be revalued for rating purposes, 27190-1, 27220-1. Has always allowed tenants their proportion of the county cess, and has not increased the rent in proportion since 1870, and it applies to new tenancies only, 27192-3, 27196-9. The Grand Jury Laws and injustice of the county cess should be altered, 27194. On the Kanturk estate large sums have been laid out in buildings and drainage. In some instances nothing charged. On the Duhallow property extensive allowances made to tenants, 27201-2. Increased facilities to be granted to tenants to purchase the fee simple of holdings if subdivision could be prevented. The only tenants on witness's property who have broken

Leahy, Daniel F.—continued.

down, subdivided. This fact will not prevent the practice. Middlemen have made money out of it, but members of a family would not, 27203-8. The tendency to subdivide is happily decreasing, 27209-10. The gradual establishment of a peasant proprietary would not eradicate the upper and middle classes, if it be of natural growth, 27211-4. Liability of landlords to pay rates deters them from having labourers' cottages on their estates, this they should be relieved of. Unfair to charge landed interest alone with taxation of various Acts. If levied as income tax is, the burden would be thrown on the proper people, 27215-9. Contracted tenants out of the Act as he was acting for others, 27222-7.

Wright, Thomas R., Esq., Midleton, Co. Cork; Land Agent.—Cork.

Is agent for Lord Clinton, Mr. Biggs, and Lord Justice Denby. Lord Clinton has 13,577 acres and 445 tenants; and witness, who formerly was a solicitor, owns 2,139 acres purchased in the Land Courts, 27228-30. No claims under the Land Act or evictions, but tenants should get compensation for capricious evictions and improvements. The present agitation is due to the unfair working of the Act, 27231-5. Rents hardly ever raised, and right of sale never allowed, 27236-40. Tenants not contracted out of Act; allows freedom of contract; has great confidence in them, and purchased land on the judgment of one, 27241. Has raised rents on his property when leases fell in; invariably gives leases, 27242-52. Leases not usual on Lord Clinton's estate owing to number of small tenants; periods for forty-one years when granted, large tenants contracted out of Land Act, 27253-5. Improvements mostly made by landlords in the western part of country—on estates of Duke of Devonshire, Lord Bandon, and Colonel Shuldham; also on Carberry estate, and at Durrus, 27256-7. On the Carberry estate £800 or £900 a year has been spent for some years, and no per-centage charged to tenants; on other estates landlords contributed lime, slates, and timber to tenants, 27258-61. Experience, as professional man, of claims brought into Court is that they are fictitious and exaggerated; gives an instance of sham claim, 27262-70; and one of exaggerated claim for improvements and unexhausted manures, 27273-9. Claims generally reduced in Court, 27280. Subdivision a very great evil, and most difficult to prevent. Case of great oppression to tenants on the late Lord Bandon's property by a middleman, 27281-4. Explanation of a case of ejectment on Miss Hungerford's land, 27285-91. Extension of clause as to subletting or subdividing debarring tenants from claiming compensation; extravagant habits of tenants brought them into debt and trouble, and get sold up. These men should be debarred from claiming, 27292-8; and yet they have got compensation. Instance, 27300-9. Statistics of ejectments in the West Riding of Cork in 1878 and 1879 for various causes; costs of ejectments from £3 to £4, 27311-3. Cordial feeling between landlord and tenant seldom exists now. Instance of tenants' reliance on the old families abolished by Land Act, 27314-22. The Land Act has done landlords no harm, but a feeling of unrest has been created by the discussion of cases in Court, and it has increased until it reached the present pitch, 27323-6. Thinks the Ulster custom has broken down in Dungannon, but knows nothing about it practically. It takes from the land what ought to be spent on it; extract from a pamphlet on the Ulster tenant-right condemning it, 27330-40. Sale of interest in a lease without landlord's consent, and subsequent action of tenant to recover possession, 27341-5, 27350. Middle interests sold at high prices, 27346-8. In-

terest of money borrowed, if added to rent, would make rents too dear. Tenants on Mr. B. Jones' estate appear more comfortable, with higher rents, than Lord Bandon's, which are side by side. Mr. Jones is to be imitated as a landlord, 27346-57. Proposes that tenants should be taught how to cultivate the land, that they should have capital, and that no dissolute or idle man should have land—the latter will find their own level, 27359-61, 28362-4.* Reduced rents on Mr. Jones' land would not improve the tenants. Long leases and low rents often get people into difficulties, and then they say land is too dear, 28365-6. Poor Law valuation never brought forward as the value of land until agitation began. It is not uniform, but the value of townlands is nearer to it than in mountain districts, 28367-75. Arbitration will not be satisfactory; only one instance under the Act, which, however, proved satisfactory. Solicitors should not be allowed before arbitrators, 28377-80. Rents should be settled by free trade, and tenants treated mildly, firmly, honestly, and justly, 28381. More evictions on the Devonshire estate than on Lord Bandon's, which is double the size, 28382-3.

Bennett, Mr. Henry, Scarte House, Kinsale, Tenant Farmer.—Cork.

Landlords and tenants have discharged their duties to each other fairly. Non-payment of rent due entirely to want of means. Tenants suffer great privations in making up their rents, and their condition could be ameliorated if landlords visited their tenants and became acquainted with their state, 28383-94. Competition for farms has raised rents and caused distress, 28395-8. Farms 220 acres, under Captain Colles. Agents, Hussey and Townsend, 28399-402. Enormous agencies prevent agents from becoming acquainted with individual cases, 28404. Rents not been raised to any extent in the district, but they are high in comparison with the land, 28405-9. Last three harvests were failures, and taxes increased in consequence of bad times. No time allowed for payment as in rent. Witness pays the whole of county cess, and shows how his taxes have increased during forty-five years, 28410-4. Credit given on all sides to farmers has produced all the clamour and complaints, 28415-8. Landlords and agents discredit accounts of failure of crops and disease of cattle, as they are the forerunners of applications for abatements of rent. Sympathy between landlord and tenant would do good, 28419-22. Tenants require security of tenure and fair rents, they have no freedom of contract. Rents might be fixed by arbitration, 28423-33, 28449. Has no faith in peasant proprietary; may be advisable here and there, but not as a general measure, 28434-7. Labourers are not badly off, but are badly housed. Landlords and farmers should improve the cottages, 28438-44. Griffith's valuation not a fair test for rent, value of land varies so much, 28445-8.

M'Mahon, The Rev. Mathias, Boherbee, County Cork, Parish Priest.—Cork.

Is well acquainted with the tenantry of his parish, and farms thirteen acres, 28454-8. Gives a list of landlords in the district, about twelve in number, 28459-60. Farming classes have been in great distress during the winter, but were afraid of losing their credit if known. Their holdings are small and the land inferior. Dug out of moor and swamp, all reclaimed land, 28461-70. All rack-rented, and great difficulty in obtaining lime to fertilize the land. Has to be brought from a distance, 28471-2. Very little been spent on drainage, 28474. Gives history of the land, until taken up by Government in 1832, who reclaimed it and sold it in 1854, at profit to Mr. Scully, who sold it in 1858 to Mr. Dunscombe at much greater

* Here there is an error of 1000 in the numbers of the questions.

Mahon, Rev. Mathias—continued.

price. Rents meanwhile had been doubled. Tenants now are struggling for an existence. Other landlords who purchased in 1854, have all raised rents, and those lands are mostly swamps, 28475-28500. Tenants would improve if they had security, and especially with State aid, 28500-2. Rents always raised on falling in of a lease. Labour and manure being scarce it is hardly fair, 28503-6. Crops will not mature on the land, only fit for pasturage, 28507-8. To give security Government should buy waste land and let it out, creating peasant proprietary, and expropriate absentees, those in fact who live out of Ireland, 28509-10, 28514-5. The three F's might be introduced gradually, and industrious tenants allowed to purchase, abolishing the law of entail and primogeniture. The creation of a peasant proprietary would be preferable to the three F's, 28520-5. Labourers are very badly off; they get a plot of ground and a hovel, and gives in return labour to the farmer, on whose land he is located. Gets little aid in addition, 28526-33. Labourers should be independent, 28535, 28546-7. Laws against subdivision would do no harm, but witness is of opinion that education will do more to prevent it. Some of his parishioners' sons are well educated, and leave home sooner than starve there, 28536-41. Tenants near Kerry are terribly rack-rented, though peaceable and orderly, 28542-45. Considerable outlay on the Kingwilliamstown property, but indifferently done, both drainage and cottages. Land worth nothing forty years ago considerably improved. While in the hands of the Crown the tenants already there had plots given them, rent for which they paid by their labour, and a model farm was made. It is now broken up, 28548-63. Tenants could have paid for their holdings by annual instalments, 28564-7. All improvements on Lord Cork's estate done by tenants, and he has refused to let them have land they have reclaimed. Roads are shocking, and on this land manure is worth nothing the second year, 28568-71. Rents were last raised in 1874, but no land in the parish is worth more than Griffith's valuation. People satisfied until present depression, 28572-4. Instance of two leases under £50 contracting tenants out of improvements and voiding of lease if tenant becomes bankrupt. All tenants on the estate took leases for thirty-one years. Lord Cork gives slate and timber, tenants do the rest, 28575-91. Roads have not been improved for some years, 28592. Tenants much hampered by debt, and land so poor no living can be made out of it, 28593-8. With security and fair rents people would prosper. They were independent until depression came, 28600-1. Landlords hardly do anything for tenants, and rents are raised if tenants improve, 28602-4. On Mr. Longfield's estate rents are raised every twelve years or so. Instance of increase on tenant's improvements. If he improves he charges 5 per cent. Very few evictions, and landlords are kind on the whole, for much rent is due to them, 28605-17.

Cornwall, J. T., Esq., Cork, County Cork, Land Agent.—Cork.

Has a great many agencies over small estates, and owns a small property. Gives names of proprietors for whom he acts, 28618-20. Right of sale allowed with landlord's consent. Leases are general for thirty-three years; the Act has had a tendency to induce landlords to give leases, and contracting clauses are inserted; tenants prefer yearly tenancies, 28621-28. Rents raised only on falling in of leases, 28629-30. Valuation sometimes exceeds rent; it is not uniform, 28631-2. Landlords do the buildings, or allow for them, charging 5 per cent.; the same with drainage. Tenants slow to avail themselves of money advanced by landlords. Tenants' improvements seldom

efficiently done, especially drains, 28633-9, 28690. Large sums spent last year on drainage on tenants' holdings, from which they will benefit by addition to their holdings, 28640-2. Board of Works allows money to be spent in getting sand and shells for the land, as well as for fencing in from mountains, and putting earth on it; it will pay. Some land will not pay for reclamation, and not much capable of reclamation in the district, 28643-50. Cutting turf too close takes surface away from the land, 28651-3. Peasant proprietors in the district are in want of means. Case of purchase prevented by too high price for land, 28654-8, 28661-3. Act has checked landlords and encouraged tenants until last year, 28659-60. Objects to sale of interests and fines, as tenants are crippled by the system, 28664-5, 28697-703. Arbitration would be useful in valuing tenants' improvements, and a public officer should be appointed to act in conjunction with the County Court Judge, 28666-72. It would not answer as regards rent, for it would interfere with landlords' rights. If tenants are dissatisfied they can appeal to the Land Courts, 28673-81. Evictions for non-payment, but not many cases, 28681-5. Costs in Land Courts should be reduced, 28686. Large outlays on Colonel Cooper's and Mr. Glasgoe's properties. In the latter case rents were adjusted and let lower than valuation, 28692-6.

Barry, William H., Esq., Midleton, County Cork, Landowner and Tenant.—Cork.

Has about 1,000 acres, of which he farms 300 acres on fee for ever, at a low rent under Griffith's valuation. It is well managed, and the receipts show the non-productive state of land for past three years owing to bad seasons. His farm is one of the best, because he and those before him have had fixity of tenure, 28704-16, 28778. Other tenants have suffered terribly and are much reduced. Former rents unfair as a permanent scale. About one-third or one-fourth above Griffith's fair valuation in the district, 28717-21. Rents should be fixed by a commission of practical men and the country revalued. Improvements on both sides to be considered, and leases granted for not less than ninety-nine years, without perfect security and no check. Farmers will not develop their lands, 28721-26. Rents too high all round, and have been unduly raised in several instances lately, 28727-31. Tenants deny themselves the necessities of life to pay rents. Their holdings vary from twenty-five acres to 200 acres; they are in debt on all sides, and have to sell cattle unfit for the market, 28732-9. Witness allows sales of interest, but reserves right of veto. Case of rejecting incoming tenant who was a creditor, 28741-8. "Land-jobbers" do no good to a farm, 28748-50. On some estates the landlords lay out money for farm buildings, and charged 5 per cent. to tenants. Agricultural improvements done by tenants. On old estates rents are not raised, but with new landlords they are. Valuation is to rent as twenty-one is to twenty-nine, as a rule, 28751-54. Witness has not raised his rents since 1859, not even at a sale. Sales frequent in Mitchelstown district at about four to five years' purchase, 28755-60. If witness's rent was as high as others he would have never made profit out of his land. Land in Mitchelstown district, where his farm is, is lower than Midleton district, 28761-4, 28780-1. Short leases do not answer in Ireland as in Scotland. Life leases are not fixity of tenure, as life is short, and a bad landlord may succeed a good one, 28765-72. On Lady Kingston's farm rents have been raised and sales realised very high prices, 28773-5. Witness has made all improvements on his land, and has all new farming plant for saving labour. Average receipts for nine years would give fair margin for profit, 28779, 28781-6. Act

Barry, William H.—continued.

of 1870 would have been a good one, if people could not contract themselves out or evade the provisions of it. Absence of landlords makes them ignorant of their estates and of the condition of their tenants. Agents, as a rule, are not acquainted with their duties, in proof of which witness has been appealed to by agents as to value of farms, and he has reinstated tenants evicted for non-payment, when they have been rented excessively. Witness gives temporary reductions on condition that arrears are paid up by a given time, 28787-8. Can only give twenty-one years' leases. Tenants dislike short leases. Witness has not inserted contracting clauses in leases, but tenants pay county cess, 28789-94.

Roche, Lieutenant-General, Middleton ; Landowner.—Cork.

Is Chairman of the Middleton Board of Guardians, owns 500 acres, and leases 100 acres, 28795-6. Farmers complain of high rents, and are much in debt, 28797-801. Recommended a reduction of rents on Thackwell estates in 1858, to be settled by arbitration. Leases are too short. If fixity of tenure cannot be granted, not less than eighty years should be the period of leases. Tenants should sell their interests if in arrear, with power for landlord and tenant to appeal to the barrister as to difference regarding incoming tenant. Rent to be fixed by arbitration. Agents are not agriculturists, as they ought to be, 28802-3. Not many evictions, and those only for non-payment. Some have applied for outdoor relief, 28804-5, 28808-10. One eviction for breaking clause in lease as to assignment, 28806-7. Tenants deciding not to apply for reduction, 28811-3. Acreage, rents, and valuations of those tenants, 28814-7. Rents are fair in the district. Objects to peasant proprietary as a general scheme, but not in isolated cases. Knows of only two instances of peasant proprietors, and they have turned out failures. A general scheme would destroy the upper middle classes altogether, and drive landowners from the country if sales were compulsory, 28817-30. The three F's would be acceptable to the people, and paid arbitrators should be appointed to settle the rents, 28831-5. The depression of the last three years is more felt than in former times, 28836-7. Mr. Barry and witness represent the views of the majority of the Middleton Guardians. Many people ask for more than they would take, and be glad to get any reasonable settlement of the land question, 28838-45.

Power, Mr. Francis H., Roskeen, Co. Cork ; Tenant Farmer.—Cork.

Holds 114 acres from Mr. Herbert, of Clydaville, for forty-one years, at £285, and paid a fine of £600, which he afterwards found was illegally imposed. A new lease was granted, for which he paid, but never got back the fine. Has been promised an abatement, but never got it, and twice been served with a writ for non-payment while waiting for an abatement. Considers himself rack-rented and harshly treated, 28846-63. Lives two miles from the farm, 28864. Case of misrepresentation as to acreage of farm taken under the Court of Lunacy. Decision—yearly tenant has no grievance, 28865-8. Difference consisted of a plantation, with which witness had nothing to do. Farm surrendered, and application for allowance for damaged crops refused. Subsequently let to another tenant at reduced rent, 28869-76.

Dorgan, Mr. John N., Cork, County Cork, Tenant Farmer.—Cork.

Farms between 400 acres and 500 acres under different landlords. On one farm which was most neglected and exhausted he spent large sums for twenty-eight years. Rent, 11s. an acre. Rent raised to £1 on renewal of lease, thus putting a tax

on labour and skill. Other tenants remain at same rents as when they took the land, 28877-86. Had to rebuild fallen houses on Lord Bandon's property at his own cost. Rent of this farm not exorbitant. Complaints of the injustice of tenants getting no allowance for improvements and outlay on farms, 28887-91. Made improvements on Colonel Roberts' property, and was threatened with legal proceedings because he forgot to pay his rent punctually. Other tenants got abatements and allowances from Colonel Roberts, but he got none. Tenants should have power to borrow on permanent buildings, 28893-4, 28892. Purchased a farm from Landed Estates Court, and has greater inducement to improve than elsewhere, 28896-8, 28890. The Act secures more to the landlord than to the tenant. Gives instances of claims being reduced excessively, 28893-903. Fair rents and fixity of tenure instead of being obliged to go into Court should be the plan, 28904-8. Instance of how tenants are deprived of compensation for improvements on expiry of lease through delay in applying, and farm taken away, 28909-10. Evictions for non-payment on Mr. Gubbins' land when crops were still in the land, 28911-6. The poor should be treated kindly. Effect of kindness on an idle, slovenly tenant, 28919.

O'Sullivan, The Rev. Cornelius, The Mines, Castle-town, Berehaven, County Cork, Parish Priest.—Cork.

Has lived in the district since 1871 ; the land is very poor and the rents too high ; in some cases the rent is more than double the valuation, in others it is below it, 28920-3, 28933. Details of the rents, valuations, cows, and numbers in families on the estates of the principal landlords, Mr. Puxley, 28924-5, 28929, 28932 ; Lord Bantry, 28931 ; Mr. Herbert, 28942-55 ; Mr. Hutchins, 28970, 28984. Each cow gives on an average a firkin of butter, which goes to make up the rent ; no crops grown scarcely, 28926-7. Leases only on Mr. Herbert's property, 28929. No general rising of rent since 1864, 28931. Difficulties in getting produce to market ; valuation unequal and no test, 28934-6. Total amount distributed to relieve distress in the parish last winter £1,178, and £108 spent on emigration ; meal and clothing also given away, 28937-8. Many tenants are in debt, and some served with ejectment notices for non-payment ; rent not paid by tenants out of relief funds ; fixity of tenure is what is wanted ; fishing carried on for domestic purposes only, 28939-42. Tenants compelled to take leases on Mr. Herbert's estate ; farmer fined for objecting to take a lease ; rents raised in 1875 from 12 to 20 per cent. ; people much distressed, and suffer losses from cattle falling over the cliffs, 28943-55. Always a running gale, 28956. Houses are wretched, and are occupied by cattle and human beings together, 28957-8. Some little employment in the mines, but none given by landlords on improvements or road-making ; no road to connect parishes, though farmers pay rent for land covered by roads, 28958-60. Landlords refused to give a site for schools or contribute for some time towards one, 28961-4. Tenants on Mr. Hutchins' estate in most wretched condition, no abatements, except in one case, and right of sale forbidden without consent, 28965-9. Evictions served, but no one turned out, 28970. Tenants anxious to become peasant proprietors ; land capable of reclamation and improvement ; tenants afraid to improve for fear of rents being raised ; this was actually done on one estate ; farmers working on a railway to pay rents, 28971-7. No farm labourers—all work in mines ; even farmers are glad to do so, 28977-83. Griffith's valuation too high ; the land is too poor to produce good crops without extraordinary manuring, and there are no roads to take manure to land ; then, the distance from fairs and markets is too great ;

O'Sullivan, Rev. Cornelius—continued.

farmers would not complain if they paid the valuation; meat as an article of food is unknown, and they are often without fish, 28987-94. On Dursey Island the island is barren, cattle have to be dragged over to the mainland by men in a boat, and often there is no communication; Lord Bantry refused to make a landing place, 28995-7. Reentrisk is the wildest place in the district; school built by a private family, 28998. 29000. Rents on Lord Bantry's estate lower than other landlords, but all are equally poor, 29002-3. A firkin of butter only realizes about £3, and good cows cost £7; some few people rear calves and pigs, 29006-8. Farmers want fair rents and fixity; if interest on purchase-money was as high as rents they would not care for peasant proprietary; arbitration will not settle rents; would rather have the Government as a landlord, 29009-12. People have nothing left to live on, no decent clothes to wear, and with utmost difficulty keep out of the workhouse; holdings too small for subdivision, 29013-6.

Sheehan, Mr. Patrick D., Tenant Farmer.—Cork.

Was formerly a tenant on Mr. Herbert's estate, but sold his interest, except half an acre attached to house, which he retained. Leases were compulsory. Tenants threatened with eviction, and fines imposed if leases were refused. Rents raised at same time. Tenants cannot bequeath holdings or make improvements without consent of landlord, nor can they claim for what they have done. Bears out Father O'Sullivan's evidence as to distressed condition of tenants and inability to pay, 29017-24.

Quinn, Mr. Thomas, South Culhane, near Mitchelstown, Co. Cork; Tenant Farmer.—Cork.

Holds fifty-three acres from Mr C. W. Smyth, who purchased from Lord Kingston. Rents were raised when the late Lord died, witness's rent being put up from £34 to £113 a year. Tenants objected to valuation, and asked for fresh one to be made, which landlord refused. Was ejected for non-payment, and was dissuaded from claiming compensation, trusting to landlord's honour. Subsequently reinstated, but got no reduction, 28025-40, 29042-4. All tenants in arrear, and unable to pay, and are threatened with notice to quit. Many had to apply for relief last year, 29045-6. Houses and buildings in a most dilapidated condition. Landlord promised to make buildings and recompense tenants for loss of cattle, 29047. Has about twenty acres dry land; drainage done by landlord, but paid for by tenant. It is cut-away bog, 29048-52.

Sanders, Thomas, Esq., Sanders Park, Charleville, Counties Cork, Limerick, Sligo, Tipperary; Landowner and Agent.—Cork.

Owens 2,000 acres, and manages over 37,000 acres for ten or twelve proprietors, 29053-7. Sales not recognized as a general rule, but compensation granted to outgoing tenants. Land Act standard of compensation adopted, 29058-61. Rents raised on change of tenancies. No rise since 1857 on witness's property, 29062-4. Act has checked evictions, but has had no experience personally. Difficulties through competition for farms, in keeping small holders on properties, 29065-8. Disinclination of tenants to take leases now; land not better cultivated by leaseholders. Leases generally contains contracting out clauses, but not always made use of. Instance when they were inserted as a temporary measure, 29069-84. Griffith's valuation no test for rents, uneven and unreliable. Tenants with rents at the valuation applying for reductions. General adoption of that valuation would cause discontent. Has no difficulty in fixing rents on expiration of leases, 29085-7. Fixes it himself, 29088-92. Mr. M. Dawson in favour of arbitration, 29094-5. Recommends abolition of

distress, but retain the right of landlords to claim for a year's rent, 29096-100. Improvements generally made with Board of Works loans for which tenants are charged, 29101-2. The Act has encouraged tenants' improvements and checked landlords, 29103-4. The purchase clauses of the Act beneficial to tenants if acted on. Approves of peasant proprietary, but not as a general measure. Sales should be voluntary, 29105-12. If costs of purchasing were reduced, and process simplified, it would be a great benefit, 29113-7. On Mr. M. Dawson's estate land has been reclaimed by men occupying a plot of land. Some has gone back to waste. Would not pay to reclaim extensively, 29118-20. Very few labourers in the district, and those very badly off, especially as to houses. Farmers charge very high rents for labourers' cottages. They should be independent of farmers, and hold direct from the landlord. Would hardly answer if taken up by the Board of Guardians. Sanitary laws badly carried out by the latter, farmers in the majority on the Board, 29121-34. County cess added to rent in some cases; tenants prefer abatement and pay cess themselves, 29135-41. Yearly tenancies should be abolished, substituting leases for thirty years, compensation granted with a check on fraudulent claims, and a lease prepared by Act of Parliament, 29142-3. People now want rents at Griffith's valuation, but it would not satisfy them. It is the cry of shopkeepers and agitators rather than farmers. Rents should be fixed by contract by the landlord, with right of appeal to County Court Judge if tenant is in possession, 29144-51. Ejectments for non-payment only, and very few actually turned out, 29152-3. Abatements granted where necessary, but no general reduction except on Mr. B. Massey's estate, and he choose to give ten per cent. off rents. Notice of ejectment served on a tenant in perpetuity for non-payment, in the usual course, 29154-60. Improvements by tenants generally allowed for, and interest charged, but since the Land Act allowances of slate and timber withdrawn. On Erasmus Smith's Schools no charge was made, but taken into consideration at end of lease. Tenants should prove, not landlords, what improvements they have done, 29161-7. Rents are from 25 to 50 per cent. over the valuation, and if reduced all profit would be removed from farming, at all events on witness's estate. List of rents, valuations, and prices at sales of farms on estates in neighbourhood, 29168.

Campion, Richard G., Esq., Lakeview, Middleton, counties Cork and Waterford; Land Agent and Landowner.—Cork.

Manages about 17,000 acres, principally in Cork and Waterford, 29169-72. Right of sale not allowed without landlord's consent and his approval of the purchaser, 29173-5. Leases for thirty-one years granted and accepted by tenants, which generally contain contracting out clauses. Rents revised on change of tenancy or when necessary. No fines imposed. Revaluation made on falling in of leases. Tenants take no part in arranging rents; sometimes they do not approve and ejections have been served, but never executed, 29176-92. Rents raised on four townlands in West Cork belonging to the daughters of the late Captain White. The position of the tenants on the whole is good. One man broke down and his interest sold by the creditors. Another man surrendered his farm and sold his interest. Two farmers comfortably off, 29193-213. Coolbruce townland was held by a middleman, and in 1878 the holdings were squared and the tenants took leases. No one turned out of his house. Rents paid are higher than those paid to the middleman, who paid only £49 to the landlord. Total present rents, £245, valuation £121. Eight tenants in good position, and two in bad position; one of these always behind hand.

Campion, Richard G.—continued.

Valuation done by witness alone. Tenants have made any improvements done on the land, which is most of it poor. No sales on this townland, 29214-32. Agitation by a guardian against imaginary oppression to a tenant, 29233-5 (29249-55). Tenants' improvements allowed for on Miss White's land. Rents paid, but tenants warned now not to pay any more, 29236-40. Condition of tenants ascertained personally by witness. Although in good condition they obtained relief, 29241-3. In 1878 farms squared, leases granted, and rents raised on Mr. Hyland's estate. Reduction granted of twenty per cent. These leases contain same clauses as others in the district, 29244-8. Suggests sale of estates to highest bidder, purchase money in whole or nine-tenths, to be advanced to tenant on certain conditions. An outsider to be advanced one-half only. One year and a half's notice to quit to be given by landlords, and leaseholders not to be contracted out of claim for improvements or for Grand Jury cess. A tenant losing his opportunity to buy to have no further chance. Tenants would not complain of extra rent for greater security, 29256-60. Tenants to have extension of time to remove crops under condition legal sale allowed, and compensation for improvements allowing for deterioration, 29261. Townlands or demesne to be regarded as exceptional transactions. Pasture farms require no consideration, 29262-3. Is opposed to public valuation or court of revision for fixing rents. Present rents reasonable, and gives statistics to prove it. In some cases rents are too low, 29264-71.

Verling, Bartholomew, Esq., Newmarket, Mallow ; Co. Cork, Landowner.—Cork.

Has the management of 1,600 acres, and owns 500 acres, 29272-4. Farmers borrowed money right and left, and competed for farms, thus raising rents excessively ; insecurity of tenure the cause of all distress, misery, and disturbed state of the country, 29275-80. Long leases and fair rents would settle the question, and so constitute a peasant proprietary ; length of lease not less than 250 years, 29281-6. Subdivision is the ruin of the country ; long leases should not be over £120 valuation, and if sublet tenants should not be able to claim more than rent he pays ; tenants should not be allowed to mortgage a lease, money may be borrowed on chattels, 29287-90. Process of ejectment should be simplified for non-payment of a year's rent ; hanging gale to be abolished, 29291-4. Sales to be allowed with landlord's consent, 29295. Rents to be settled by Government revaluation, and landlords would then pay fair taxes, 29296-9. Disputes as to rents might be settled by arbitration, but if rents were put up beyond new valuation landlords might be fined, 29300. Purchasers of holdings had to borrow all the money to pay for their holdings which were rackrented, and one is broken down ; prices were far too high ; bad land will not suit for peasant proprietary system ; thrifty men should be encouraged, and landlords induced to sell voluntarily ; they should not be expropriated, 29301-14. Land of evicted tenants not allowed to be occupied under Land League orders, and threatening letters sent to landlords ; to stop all this, the Land question should be settled at once, 29315-9 ; the three F's is practically what witness advocates, 29322.

Cronin, Mr. Timothy, 22, Church-street, Cork, Co. Cork, Buttermilk Merchant.—Cork.

Was formerly Secretary of the Land League. His family live on the estate of Mr. Hutchins, near Macroom, 29323-9. Tendency to increase rents general in the district, leases scarce, 29332. Tenants on half the estate of Mr. Hutchins, of Ardnagashel, prepared to purchase when property sold, but the other half were not able to buy. The land was bought by Mr. Raycroft, who has virtually raised rents by disallowing drainage and

lime allowances, 29333-8. Great distress amongst farmers, some reduced to rape as an article of food, 29339-40. Rents raised on improvements, and many tenants unable to pay at all for last three years, 29341-3. Tenant proprietary the solution of the land question, the details to be settled by Government. Subdivision will be settled by natural causes, the present tenants to become proprietors, no matter how small their holdings. Security will work great changes. Capital now lying idle might be utilized for this purpose, 29344-55. The three F's would be an improvement on present system, but not better than proprietorship. Landlords need not be abolished or sent out of the country. Absenteeism is a great drain on the country. Tenants would be satisfied to pay to Government higher rents than they pay now to get possession of the land. Greater part of the money might remain as a charge on the land. With no prohibitory clauses tenants would be safe under perpetuity rents, 29356-78. Knows instances of success of peasant proprietors. Legal expenses in claiming compensation swamp the awards. Gives instance, 29379-86. Position of labourers will never be improved until they are able to buy land for themselves, 29387.

Murphy, Mr. Timothy, Midleton, Co. Cork ; Tenant Farmer and Victualler.—Cork.

Farms 200 acres from Mr. P. Leahy, sub-tenant to Lord Midleton. Rent £249. But for his business could not pay his rent. Former tenant broke down. Holds a lease, for three lives, 29388-97. Farmers all round are in great distress, and heavily in debt. Bad seasons, unproductiveness of land, and high rents the cause of it. Absence of manufactures leaves no other employment open. Evictions follow as a natural consequence. Instance of eviction on notice to quit. Tenant got compensation, 29398-407. The three F's will produce prosperity, and rents might be fixed on a sliding scale as times improved or got worse, 29410. Absentee landlords should pay all the county cess and poor rates, but absent or resident at least they should pay half. This is the general view. Griffith's valuation a fair standard for rents. It may be too high for poor land, but not for good land, 29411-5.

Tarr, Mr. Joseph William, Midleton, Co. Cork ; Farmer.—Cork

Formerly held 417 acres under Lord Midleton, at £450 a year, of which only 300 acres available for cultivation, the rest being timber, 29416-22. Was evicted for non-payment owing to rack-rent. Owed money to the bank, who made him a bankrupt, and so lost his right to claim compensation for improvements to the value of £800, 29423-37. Is a member of the Land League.

Fitzgerald, Mr. Edmond, Clonmult, Midleton, county Cork ; Tenant Farmer.—Cork.

Holds 145 acres from two landlords. Rent of one portion 60 per cent. over valuation. It is too high, and but for other business could not pay, 29438-42. Rents generally but little in excess of valuation, but too high. Farmers all broken, and in great state of misery. Children ill-fed and barely clothed. Meat almost unknown from year's end to year's end. Live on Indian meal. This is their state for more than twenty years, 29443-5. Farms consolidated twenty-five years ago by eviction of small farmers now neglected and uncultivated, 29446. Farmers all in debt to tradespeople, and land exhausted by artificial manure, 29447-50. Labourers are miserably off. Their food is much the same as the farmers (29444). Wages, with two meals a day, four shillings a week. House and garden charged for £2 a year, 29454-6. Land laws must be changed and improved ; and tenants and labourers treated with kindness and consideration by landlords, 29457.

Moore, Mr. John, Middleton, Co. Cork ; Tenant Farmer.—Cork.

Farms 195 acres under Mr. Myers. Rent, £157 ; valuation, £106. Lease of sixty years existing when rent was fixed. It is too high ; and though much has been spent on the land, got into debt when bad seasons came, and is now unable to pay his rent. Was promised a lease for 100 years on condition he spent £200 in building a slated house and offices, but he did not take it, 29458-67.

Moore, Mr. Patrick, Middleton, Co. Cork ; Tenant Farmer.—Cork.

Holds seventy-eight acres from Mrs. C. Evans ; rent, £52 ; valuation, £44 ; and 110 acres from Mr. Lambert ; rent, £200 ; valuation, £155. Took the last farm in 1874, paying £100 under a lease then existing which had six years to run. Rents too high, and land too dear. Got in arrear for one year, and was served with ejectment. Compensation for buildings refused. Would be unable to pay the rent even in good seasons, 29468-81.

Moloney, Mr. Richard, Middleton, Co. Cork ; Tenant Farmer.—Cork.

Held a farm under Mr. W. S. Coppinger, of Middleton ; since surrendered, and forfeited £100 deposited for fulfilment of covenants of lease ; another tenant was got for it at a lower rent, and he also deposited £100. Rent high, and Griffith's valuation not fair, 29482-8. Has an accepted proposal for a lease from Mr. Smith Barry, but new agent declines to carry out his predecessor's promises as to improvements. New landlord has raised rents all round. Tenants ejected through inability to pay increased rents, but have since accepted leases, 29489-500. Houses wretched, and labourers miserably situated. Wages, one shilling a day, without diet, 29500-5.

Fitzgerald, R. U. Penrose, esq., Corkbeg Island, Whitegate, Co. Cork, Landed Proprietor.—Cork.

Owens 5,000 acres in the Imokilly barony. The distress greater in mountain districts than seaboard, and is owing to bad seasons, 29505-9. His property was revalued in 1873, and tenants were allowed to appoint a valuator to act with witness's, and an arbitrator to decide disputes selected mutually. This was agreed to, with few exceptions, and leases granted for thirty years. Abatements granted last year, 29510-6, 29548. Improvements with public money charged one and a half per cent. to tenants, not much done on the estate. Landlords do little since the Land Act, 29517-0. Case of a tenant selling his interest, and on eviction claiming compensation, 29520-1, 29549. Sales of leases allowed with landlord's consent, but not sales in yearly tenants, 29522-3. Rents, as a rule, above Griffith's valuation, but it is not a fair test, 29524-7. Waste lands reclaimable on Sir G. Colthurst's property over which tenants have rights. Board of Works might advance them money to reclaim, but would rather encourage peasant proprietary to thrifty and industrious men, 29529-37. Compulsory sales not advocated, except in the case of absentee landlords. Absentees, competition for land, and want of capital and skill, the curses of the country, 29538-43. New landlords, having purchased in the Courts, do harm by imposing fines, and raising rents enormously, and lead indirectly to the distress, in conjunction with bad seasons and absentees, 29544-7. The Land Act has increased the facilities of tenants to borrow, 29550. Fixity and fair rents most desirable, but sales eat up tenant-right, and rack-rent incoming tenants, 29551-2. Witness had no hanging gale on his estate.

Nyhan, Mr. Daniel, Drumgarriiff, Ballinskary, Co. Cork, Tenant Farmer.—Cork.

Rents on adjoining properties too high ; Mr. B. Jones raises rents on succeeding tenants ; if right

of sale was allowed by him, there would be no purchasers, 29553-9, 29564-6, 29573. Case of tenant being contracted out of benefit of house built, 20562-3. Evictions not frequent, except on Mr. B. Jones's estate for non-payment, and tenants forced to borrow money to pay rents, 29568-73. Lord Bandon allows tenants in arrear to sell, and tenants on other properties may sell if they wish to leave ; no fixed period for raising rents, 29574-77. Tenants forced to take lease at increased rents on Messrs. Beamish's property, 29578-9. Peasant proprietary desirable, and sales should be compulsory on those landlords who increase rents ; four-fifths of purchase money to be advanced, and costs of transfer reduced, 29580-5. The majority would improve their lands, 29586. In case of disputes between landlord and tenant, a public arbitrator should be appointed to buy out unjust landlords ; it is only new landlords who act unfairly, 29589-92. Contracting tenants out of benefits of Land Acts to be penal, 29593. Case of raising of rents on falling in of a middleman's lease under notice to quit, and on coming to terms tenants were contracted out of improvements, 29594-5.

Davis, The Rev. Charles, Baltimore, Rath, Co. Cork, Parish Priest.—Skibbereen.

Is trustee of the late Mr. M'C. Downing's property, and adjacent landlords are Lord Carberry, and Sir H. Becher, 29596-9. Mr. Downing's property over-rented ; leases, of which there are a few, are fair ; rents never increased, and middlemen's interests purchased in 1851 or 1854. Houses built, slate, timber, and lime given, besides other allowances to tenants ; no charge made for these ; by will leases were to be granted to tenants for ever at rents to be fixed by arbitration, and no change to be made afterwards, but tenants have not availed themselves of these advantages, 29600-14, 29725. Tenants comfortably off as times go, but rents should be reduced permanently ; the estate now in Chancery, but application will be made to re-settle the rents, 29615-20. Number of tenants 150 ; right of sale permitted, but at present it is doubtful whether purchasers can be found, owing to depreciation of land and want of means through bad seasons, 29621-9. No evictions on the property, 29630. Farms small ; rents about 25 to 30 per cent. over the valuation ; land mostly tillage, 29631-6. On Hare Island and West Carbery Coast the people live by fishing, and hold very small tracts of land, by which alone they could not live ; with proper appliances and capital they could live by fishing, 29637-40. Griffith's tenement valuation the proper rent ; land reclaimed by tenants ; no professional fishermen, 29641-3. No labourers allowed to exist on the estates of Sir H. Becher or Lord Carbery ; farmers evicted if they permit it ; labourers live at Skibbereen and go daily to and from their work four or five miles, 29644-7, 29654-5. Subdivision or subletting not known since the Land Act ; rule first established by landlords, 29648-53. Farmers, as a rule, do not employ labourers ; wages vary from 1s. to 1s. 6d. a day, and perhaps a house, 29661-9. No provision made by landlords or tenants for the comfort, convenience, or employment of labourers—their houses are bad and several families live in one, 29670-1. Tenants on Sir H. Becher's and Lord Carbery's estates hold at will and at fair rents ; no leases on either estates ; landlord's improvements have practically ceased since the Land Act ; tenants not allowed to keep dogs on Sir H. Becher's property, 29672-80. The Act checks eviction, but landlords get high rents in consequence of competition for land ; expenses of claiming compensation too great ; case of landlord appealing against decision of judge, and getting double rent and fine from new tenant, 29681-4, 29692-99. Ejections few, rents well paid, and landlords indulgent—abatements the exception, 29685-90. Evictions on title and for non-payment on the Becher estate,

Davis, The Rev. Charles—continued.

and farms let by auction; evicted tenants cannot get another farm, 29700-15. Rents would have been raised but for depression, and improvements checked through fear of increase, 29716-9, 29723. Frequent increase of rents in the district; restrictive covenants in leases granted to tenants, known as "Campion's lease." Rents not raised on change of tenancy on some estates, 29720-2, 29724. Approves of the three F's, but rents should first be fixed by arbitration for fourteen or twenty-one years, at the end of which either party may appeal for a change; leases, agreements, and covenants to be abolished, and land let verbally, landlords to have no control over incoming tenants on sales, unless insolvent or of bad character. If entitled, by peculiar circumstances, landlords might claim a rise in rents on new tenants—the present County Court Judges, with assessors, to form tribunal of appeal, 29726-36. Success of tenants purchasing fees of holdings, 29737-8. Is in favour of the gradual establishment of a peasant proprietary; many tenants now ready with means to pay a fourth of the purchase-money without infringing on their capital, 29739-41. Much land in the neighbourhood capable of improvement and reclamation, 29742-6.

O'Donovan, The, Knockbue, Co. Cork; Landowner.—Skibbereen.

Has had the management of land for forty years; never allows the right of sale in any shape or form; gives money to tenants broken down by misfortune, 29747-55. Has built new houses for nearly all his tenants in this district, and made allowances, &c., without any charge; hands in statements of expenditure on the estate; rents the same as in 1848; valuation has no reference to rents, 29756-63. In 1840 small holdings were consolidated, and a house built on each farm, 29764-6. Bad seasons, exhaustion of soil by use of artificial manure, and the practice of becoming security for borrowed money, are the causes of the present distress, 29767-71, 29773. No evictions on his property since he resumed the management, 29772. A good deal of rent due to witness, 29774. Case of witness having to pay compensation for so-called capricious eviction after having left a family in possession fourteen years after the decree was issued, 29775-84. Land re-let to adjoining tenant, 29785-7. Tenants never disturbed so long as rent is paid, 29790-1. Tenant's improvements should be paid for by the landlord, so as to make his right to the soil clear; no co-partnership between landlord and tenant; objects to fixity of tenure at a valuation rent, and to the universal establishment of peasant proprietary. The ownership of the land is the cause of all the quarrelling and disputes between members of families, 29792-9. Is not in favour of subdivision, and looks on the Land Act as a failure; landlords and tenants should have written agreements, though his tenants do not care to have them; objects to have to accept a tenant compulsorily, 29800-9.

Donovan, Mr. Patrick, Rath, Co. Cork, Tenant Farmer.—Skibbereen.

Holds under Mrs. R. Atkins, at rent of £15, valuation £6. Rent raised twenty years ago from £6 to £18, then reduced to £15. Keeps three cows, 29810-8, 29825. No abatements given for twenty years; was proceeded against for nonpayment, and got time from Judge to pay. Landlord allows 10s. for sand, and 10s. for seaweed; no help otherwise for improvements. House built by witness's father. But for help from relations in America, and a little fishing, could not pay rent; it is a great struggle to live, 29826-35.

Donovan, Bat., Rath, County Cork, Tenant Farmer.—Skibbereen.

Holds under Mrs. Atkins, at same rent and valuation as last witness (P. Donovan, 29812). Ekes

out rent, which has to be paid punctually, by fishing and help from America. There is no running gale; can only pay with difficulty, 29836-43.

Sheehy, James, Rath, County Cork, Tenant Farmer.—Skibbereen.

Has two holdings, on one of which his father lives. Rents, £12 and £26; valuation, £7 10s. and £14. Rents raised eighteen years ago from £15 for the two farms, 29844-52. Rents paid to the day, and witness had to borrow to do it. Received £20 from America a few weeks since, 29853. No fish caught this year, as they have small boats only, 29854-5. Case of tenant in arrear selling her interest, and landlord illegally taking a fine of £100, 29856-66.

Sheehy, Michael, Rath, County Cork; Tenant Farmer.—Skibbereen.

Pays £21 a year, valuation £13 5s., for his holding, to Mr. Spragg, who bought the estate from Mr. Atkins, and then raised rents twenty-five per cent. all round, 29867-76. No change of tenancy for twelve years, 29877-80. Half year's running gale on the estate. Rents paid up, 29881-2. Some tenants have made improvements with help, but it is rough mountain land, 29883.

Sullivan, Mr. John, County Cork, Tenant Farmer.—Skibbereen.

Holds about 130 acres of indifferent land from Mr. T. Whitney, at £70 rent, valuation £26 10s. distant six miles from Skibbereen. Both his father and witness spent large sums on building and improvements, getting no help from landlord. Allowance for sand cut off by agent, 29884-95; 29900-1. Rents not been raised on improvements, but bog land taken from witness and let to other tenants. Expense incurred by carts of others breaking his drains, 29896-9. Has no lease; and land, most of it mountainous boggy land, not worth the rent, 29901-3. Money borrowed to pay rent not paid off, and agent threatens process if rent due be not paid. Lost £80 worth of cattle last year, 29904-9. Bog land taken from another tenant who has made great improvements also, 29911-2.

Collins, Donald, County Cork, Tenant Farmer.—Skibbereen.

Holds thirty-five acres of barren bad land, eight to ten of which are waste. Landlord, Mr. J. Limerick, rent £17, valuation £9 5s. Rent raised forty years ago, and reduced subsequently to £14, with allowance of £1 for sand. Leases refused and rents put up to £17 with allowance knocked off, 29912-9. Keeps twelve cows, by which he loses in winter, 29920. Owes a year's gale, and never receives any abatement. Drains and reclaims at his own cost, 29921-7.

Crowley, Patrick, County Cork, Tenant Farmer.—Skibbereen.

Holds his land under the trustees of the late Mr. Downing. Rent £16 10s., valuation £12. Rent raised to present amount thirty years ago. Had a small addition to land, but allowances were dropped. House built at witness's expense and got no help for it, nor for drainage, 29928-45. Got no lease and could not pay same rent if given lease forever. If rents raised could not be worse off, 29946-54. Has twice borrowed money to pay rent, and is unable to pay now. Would like a permanent reduction, 29955-6.

Sullivan, Michael, County Cork, Tenant Farmer.—Skibbereen.

Has a holding on Mr. Downing's estate; rent £7; valuation, £4 8s. No change in rent for forty years, 29957-61. Has two cows, and lost nine or ten two years ago, 29962, 29969. Rent too high, but would take a lease for ever at present amount. Has six in family at home, and two away. Could do nothing if turned out, 29963-9.

Daly, Mr. Jeremiah, Coolbue, County Cork, Tenant Farmer.—Skibbereen.

Is a Poor Law Guardian and member of the Land League. His farm is seven miles from Skibbereen. On the death of Mr. O'Driscoll, the rent, with arrears, amounting to five half years, was called in, and rents raised, 29970-83. One tenant ejected, 29984. No abatements allowed, and no leases granted, 29984-90. All improvements made by tenants, 29991-2. On other estates rents raised, in some instances 150 per cent. over the valuation. Instances of leases broken by landlords and rents raised, 29993-6. Valuations were correct when taken, but inequalities in it now caused by subsequent improvements, and in some cases by exhaustion of soil, 29997-30006. On Mr. Campion's townland rents are such that tenants cannot pay. Rents have been doubled and tenants are virtually paupers, many of whom obtained relief last winter. Gives instances of rack-renting by Mr. Campion, 30007-15. Land is poor, and tenants have sold their cows to pay the rent. Some small allowances made for drainage, 30016-22. Leases with objectionable clauses evading the Land Act, and barring tenants from benefits, and raising rents to avoid claims for compensations, 30023-31. No sales of interests on Mr. Campion's estates, 30032-4. Case of ejectment for sale without landlord's consent on the Becher property, 30035-8. Capricious eviction of a tenant after being deprived of turbary. Farm since let at treble rent, 30039-40. Evictions generally for non-payment, 30041. Rents raised on a townland after purchase of a middleman's interest, 30042-5. Rents on Mr. Downing's estate as high as elsewhere. They should not exceed Government valuation, 30046-7. The three F's desirable, and when practicable the principle of peasant proprietary should be adopted. Tenants now have not the means to buy, 30048-50, 30057-61. Tenants at will on Captain Beamish's property have succeeded thoroughly, 30052-6.

Marmion, Henry Richard, Esq., Rencen, Co. Cork, Land Agent.—Skibbereen.

Is a land agent, landlord, and tenant farmer. Owns 1,000 acres of poor land, on which he has three tenants holding by lease. Formerly an agent over extensive properties, 30062-8. On the Townsend estate, in 1869, leases were granted for sixty-one years, and building leases for 300 years, without any fine with few exceptions, and with most beneficial results, 30069-79, 30099. Right of assigning or selling not allowed. Rents hardly altered when leases were granted. Fines only taken with the knowledge of the landlord, and rents fixed at the full value; not underlet; as a rule about 15 per cent. over Government valuation, 30080-98, 30108-10. More improvements made after granting leases than before. Rents well paid even in bad times, and tenants, as a whole, in good circumstances, 30100-5. On giving up agency large sum was due to witness, part remains unpaid, 30107. Cases of capricious rules on estates, e.g., purchase of interest of adjoining tenant refused, 30112-8. On the Becher estate tenants make all improvements. High rents charged to cover cost of draining, 30119-20. Tenants' interest on Townsend property realized more than value of holdings, and purchasers are now bankrupts, 30122-32. Fair rents will not be charged without compulsory valuation, 30133. Rents on Mr. J. Becher's land raised three times since 1853. On other estates but little change made in rents. Allowances made to tenants in famine time. Rents are too high and no one would purchase. Sales of interests the exception now, 30134-52. Evictions for non-payment only. Gives two instances, 30153-64. Resident landlords are the exception, and very few look after their tenants' comfort, 30165-7. Disputes as to rent to be settled by arbitration, 30168-70. Sale

of tenant's interest under Bright clauses, 30171-4. Tenants will never be well off until they have the three F's, but right of sale generally swamp the new tenant's capital, and it cannot be prevented, 30175-9. Case of rent exceeding valuation by 223 per cent. on Coolbine townland, 30179-80. The tenants on that land in wretched condition, and many had been in receipt of relief last year, 30181. Lease at increased rent forced on tenant under threats of eviction, 30182-5. Wholesale borrowing to pay rents, 30187.

Ronayne, Patrick, Drimoleague, Co. Cork, Tenant Farmer.—Skibbereen.

Farms 900 acres and owns land, 30189-94. Holds under an old lease, at moderate rent, from Mr. Townsend, of Myrus, and has spent large sums in improvements on the land without any help from the landlord. New lease was to have been granted before expiration of old one, but it fell through on account of illness of landlord, and now has been refused, 30195-9. Now he will be unable to obtain compensation for improvements as he is in his landlord's hands. Employed 3,300 men in one year on the improvements of his farm. Gave up land for the railway and got no reduction or compensation, 30200-9. Suggests tenants' improvements should be valued before giving up possession, and disputes settled by arbitration. No danger of moderate rents being raised, but it is on large farms the evil exists, 30210-7. Case of rent being raised without tenant's knowledge on a change of landlords and agents, who refused to carry out their predecessor's plans. Lease with restrictive clauses offered instead, 30218-22. Rents raised generally on the Ardnagashill property, 30223. Tenants should be able to borrow loans for building and drainage direct, and landlords should sink rivers or boundary streams. In disputes as to the performance of public improvements, the Board of Guardians should undertake them, and strike a rate. Instances of stoppages of works, 30224-9. Give security, and tenants will improve land, 30230-2. Rents mostly paid up. Time always given to those in arrear, 30233-5. Rents are too high all round, 30236-8. Labourers' houses very bad. Money should be provided to build them as in drainage, and farmers pay the rent in the shape of interest on the outlay. The labourer repays the farmer amply as it is by his labour and cheap wages, 30239-44. The farm of P. McCarty excessively rented. Mr. Campion knows nothing of the value of land in Ireland. Rents should all be reduced, 30245-9.

McCarty, Florence; Sullivan, Florence; Sullivan, Jeremiah; Evans, James; Harrington, Tim; Berry, Denis; McCarty, Eugene, Colbue, Co. Cork, Tenants.—Skibbereen.

Tenants on the townland of Colbue. Rents raised. Give list with valuations of holdings. Last rise 1879 on expiration of middleman's lease. Three rises in fourteen years. E. McCarty said he had to pay for grazing of his cattle. His land will not feed them, 30250-2. Twelve months' rent due all round. Landlord gave cess and poor-rate last year, and makes an allowance to those who improve if they pay their rents. They have reclaimed their land, 30253-60.

Hill, The Reverend P., Skibbereen, Co. Cork, Parish Priest.—Skibbereen.

Ninety-nine per cent. of farms are over the valuation. Except rich meadow land Griffith's valuation is fair rent, 30261-6. Land Act has promoted litigation, and in practice is injurious to tenants, 30267-70. Farmers are small holders and very poor; are much in debt and could not give marriage portions to their daughters; still less find money to buy their farms, 30271-3. Sale of interest

Hill, The Reverend P.—continued.

strictly prohibited, 30274. On some estates the custom of giving a farm to eldest son exists, and landlords like it. It works injuriously, however, to the rest of the family. The father should be able to leave it to whoever he likes. Moderate sized farms better for the country than large ones. If sub-division be permitted, a limit as to extent should be fixed. Not less than twenty acres in this district, 30275-82. Labourers' condition wretched. They should have decent houses erected for them, and a plot of land, both rent free, 30283-6. Wages, as a rule, 6d. or 8d. a day with food; 10d. or 1s. without. Low rate of wages due to poverty of farmers. Labourers not scarce in towns, 30287-9. Tenants' improvements not considered in raising rents. Increase not general, 30290-1. Leases, which are the exception, should be for not less than sixty years. Rents increased on expiration of lease. Cess not allowed, but landlords pay half the poor-rate, 30292-7. Improvements done by tenants except on the O'Donovan's estate, 30298-9. The law should be simplified for the benefit of the poor, 30300-2. Cases of hardship, ejection, rules on estates, deprivation of tithary rights, 30303-7. Great desire of farmers to become peasant proprietors and it would be a benefit to the country. Hands in list showing proportion between valuation and rent, 30308-11. No ejectments lately. Low rents and fixity preferable to periodical valuations. Land fit for nothing else, might be planted, 30312-8. Facilities should be given to tenants to purchase. Clergymen might value lands with a public arbitrator in case of disputes. Litigation should be discouraged, 30319-20.

Colthurst, Sir George, Blarney Castle, County Cork, Landowner.—Cork.

Owens 35,000 acres in Cork. Land Act has been, to a certain extent, the cause of the late distress, though its principles are fair, 30321-3. Although tenants have turned out sub-tenants without compensation, has never known a landlord to do so, though no doubt there are exceptions, 30324-6, 30376. It has checked landlords' improvements, and not encouraged tenants, though before the Act slate and timber were given for building. It induced extravagant habits, and increased the number of money-lenders. It has been injurious to the tenants, 30327-8. Right of sale not allowed, though witness permits it as a favour. The only instance of sale on the property has broken the incomer, 30329-33. Tenants disinclined to take leases; prefer yearly tenancies under good landlords, 30334-6. Details of landlord's expenditure on the Ballyvowney, Rathcole, Ardaman, Garrydine, and Blarney estates from 1849 up to the present time, with rentals then and now. Interest at two and a half per cent. charged on portions only to tenants, the landlord paying the rest. No increase of rent for twenty years, 30337-47. Tenants seldom make improvements unless landlords help. Instance of tenants at lowest rental not improving land, but letting it out to dairymen, 30348-50. Tenants rarely build good houses, 30351. Griffith's valuation never thought of as a test for rent until present agitation, 30354. Instance of value of land in Kerry, 30355. Case of tenant righting himself in five years, when right of sale would have broken him, 30356-60. Tenants ejected for nonpayment, and sent to America at landlord's cost, doing well. Fines imposed on new tenants of these farms, in some cases to recoup losses, 30361-74. Notices to quit not necessary for the payment of rents, 30375. "Farm row fences" really means reclamation; tenants will continue to reclaim; present outlay is a preparation for further reclamation, 30377-9. Free sale reduces landlords to position of rackrenters. On all the old large estates tenants have practically fixity of tenure. The three F's bring good landlords down

to the level of bad ones. No Act will prevent excessive rents, 30380-5. If landlords and tenants do not make terms in two years tenants should be turned into leaseholders for thirty one years. They should settle their own rents, with a limit as to the amount a solvent tenant ought to pay. Stamp duties on leases, distress redemption to be abolished; give a clause as to right of re-entry, and subdivision to make a lease void; limited right of sale to be allowed, 30386-9. His scheme for peasant proprietary is the same as Mr. Hussey's. The three F's would produce the same agitation in ten years as now exists, 30390-6. The greater part of the waste lands will not pay to reclaim them; suggests Government aid to develop the natural mineral resources of the country; success of Killarney railway constructed on county guarantee, 30397-400. The distress is caused by bad seasons, and partly by extravagance of tenants since the Land Act; farmers in the hands of money-lenders, 30401-3. On the Blarney estate farms are let on leases, and landlords make all improvements, 30404-5. His tenants do make improvements; but others, as a rule, do not, unless encouraged and assisted by landlords, 30619-21. Farmers have little agricultural knowledge, and a model farm should be established by Government, with proper instructors to teach the best modes of cultivation, 30622.

Payne, John Warren, Esq., Land Agent and Landed Proprietor, near Bantry, Co. Cork.—Cork.

Has the management of over 100,000 acres, and the principal landowners are Lord Bantry, Mr. Puxley, Mr. Leahy, Mr. Peet, 30406-9. Right of sale allowed, with approval of tenant, on Lord Bantry's estate. Excessive prices objected to. Instances, and eviction of incoming tenant in one case who was subsequently reinstated at increased rent, 30410-8. Change of tenancy unknown on Bantry estate, and with few exceptions rents never raised on any of the estates, 30419-2, 30459. Evictions almost unknown, 30427-9, 30464. Land Act, except as regards compensation, not beneficial to tenants. Improvements by landlords and tenants checked, 30430, 30432. Large sums spent on the Bantry estate last year, for which no interest has hitherto been charged, but will be charged for the future, 30433-5. Capricious raising of rents and evictions confined to small proprietors and new purchasers; should be stopped at any cost, 30436-8, 30448-9. Tenants can make their own bargains, but if rents are raised on tenants in occupation, compensation should be awarded on higher rent, 30439-42, 30446. High rents can only be adjusted on expiration of leases, 30443-5, 30449-54. Case of experimental letting by auction, 30455-7. Leases the exception, except on Lord Bantry's property. The only defect is small holdings, 30458. Griffith's valuation most unequal, and no test; on bad mountain land it is high, and on good land, low. Instances of the inequality of rents and valuation, 30459-60. Peasant proprietary should be tried as an experiment, but witness does not believe in it. Sub-letting to be absolutely prohibited. Instance of evil effects of sub-letting. Tenants improvements recognised, 30461-3. Only had two cases in the Land Courts, 30465.

Barrett, John E., Esq., Carriganass Castle, County Cork, Landowner and Land Agent.—Cork.

Manages 15,000 acres, 30466-8. Tenants have no right of sale, but has been allowed with veto on incoming tenant, 30469-72. Rents have been adjusted on the estates of Messrs. Gumbleton and Lady White, with, in some cases, a slight increase. Farms squared to stop disputes; this was in 1870 or 1871, 30473-82. Has only evicted three tenants, and those for non-payment. Leases rare, and dis-

Barrett, John E., Esq.—continued.

inclination greater since Land Act, 30484-8. In 1873 revalued Lord Kenmare's estate and increased rental about one-third over Griffith's valuation on the average. Isolated cases of excessive rents on that valuation misrepresented, and gives explanation. The land was valued by the feed of cows on mountains, and tenants improvements were taken into consideration, 30489-503. No instance of rents being trebled, 30506. The "Manning" case—land was divided by father between two sons, one of whom was evicted for non-payment, caused through idleness and dissipation. Farm relet and fine imposed on new tenant, 30507-22. Time allowed meanwhile to evicted tenant and house put in charge of caretakers, who twice deserted it, and is now in occupation of brother of evicted tenant. New tenant has portion of farm now at £70 a year, without the fisheries, which go, with remainder of land, to the brother. New tenant is now under protection of police, 30527-31. Rent raised on a farm through different valuations of agents, 30523-6. Similar case and disturbances by evicted tenants, 30535-41. Large sums laid out on road-making and drainage, and tenants will have to pay for loans from Board of Works, 30543-4. Land Act has checked landlord's improvements as well as tenants. If leases be granted to yearly tenants the want of security will be abolished, 30545-53. Tenants to have right of sale, and landlord's control over selection of incoming tenant, with no appeal, 30554-6. Arbitration to be resorted to in cases of dispute on expiration of lease, and yearly tenants to have the same right of appeal. In fact approves of the three F's, with no distinction as to farms and residential or non-residential tenants, 30557-66. Landlords not to have power to resume possession once a farm is let, save in cases of temporary occupation, 30567-76. Has no faith in the success of peasant proprietorship, but it should have a trial. Prosperous times brought people to the present crisis through extravagance and recklessness, and the system of peasant proprietors will produce similar results. One-third of the barony of Bantry is in the hands of two men, moneylenders, and this will continue. New landlords will produce rack-renting, and fixity under old landlords preferable, 30577-96. Sub-letting and sub-dividing to be absolutely prohibited, 30597-8. Moneylenders will buy land if they can, and would find plenty of tenants to purchase interests at high rates, 30599-605. Reclamation on a large scale not profitable. Recommends advances to tenants on cheap terms for drainage and improvements instead of reclaiming, 30606-8. The condition of the labourers wretched, and wages very low. Farmers in the district employ some all the year at 6d. a day, with house and plot of land, 30609-15. They should be comfortably housed and hold from head landlord direct, 30607-8.

Becher, John Wrixon, Esq., Ballygibbin, Counties Kerry and Cork, Land Agent.—Cork.

Is agent for Lord Listowel and Sir H. W. Becher. Tenant-right not permitted without consent of landlord. Owing to depression, numbers of applications to sell have increased, both leaseholders and tenants, 30623-32. Old leases in existence, new leases rare. Evictions for nonpayment only, and only few number altogether; tenant of small holding bought out, 30633-9. On Sir H. Becher's estate but little improvements to be made, and rents lower than in famine time, 30640. On Lord Listowel's Kerry estate over £11,000 spent in ten years, principally in drainage; tenants charged in some instances for the outlay, 30641-6. Revaluation made every twenty-one years, and rents raised in those cases where no change has been made for that period—average rise fifty per cent. over Griffith's valuation. In one case tenants all applied for leases, which was refused as valuation

was not considered reliable, 30647-56. Landlords should pay county cess and poor-rates; periodical valuations, and no rise in interval; right of sale under certain conditions only; establishment of peasant proprietary, 30657-62. Labourers not objected to on the Becher estate, nor decent cottages, but squatters and mud cabins are, 30663-9. No actual evictions on Lord Listowel's estate, but tenants left for nonpayment; two cases in Land Courts; County Courts not good tribunals, 30670-7.

Hegarty, Mr. Jeremiah, Millstreet, Co. Cork, Poor Law Guardian.—Cork.

Holds under five landlords; right of selling recognised on the properties; landlord's veto on character or solvency of incomer only; a good many sales taken place at from four to thirty years' purchase; case of thirty years' purchase being actually given, 30677-89. Land Act made no change as regards leases, and rents are not increased when leases are granted, but mostly yearly tenants in the district; no advances or evictions, 30691-4. Proportion rent bears to valuation is 175 or 180 to 100; fair proportion 150 to 100. Witness has offered to take a lease for sixty-one years at double the valuation, 30695-7. Valuation unfair and unequal. His own holdings are nearly three times the valuation, and cheap at the price. Has laid out large sums on the land—dairy farms chiefly, 30698-703. Small tenants could not find money to purchase under Bright clauses, 30704-8. Recommends extension of time for payment of holdings, and Government advance more than two-thirds; tenants would be able to find one-fifth, 30709-13. Compensation to landlords should be on rents paid, so that good landlords should not receive less than rack-renters, 30714-5. Waste land to be utilised by Government for peasant proprietors, of which there is plenty. Witness has reclaimed land with profit to himself. Tenants in occupation to have facilities for borrowing for improvements, 30716-22. Stringent rules against subdividing or subletting, and if peasants resold their holdings the same rules should apply, 30723-8. Is a small owner, but his interest goes with farmers against himself. His tenants hold by lease at about 50 per cent. over valuation, 30729-32. Labourers in most miserable condition; wages very low, and cottages not fit to live in. Government should advance means for rebuilding to farmers, 30733-40. Absentee landlords should pay fair proportion of county cess and the poor-rates, 30741-43. Unfair burdens on landlord and tenant by taxation under Poor Law system for Imperial purposes. Farmers should be more fairly represented as regards taxation at Road Sessions or Grand Juries, 30744-5. Fair rents might be arrived at by Court of Arbitration composed of thoroughly practical men, 30746-7.

Fell, Richard Latham, Esq., Mitchelsfort, Co. Cork, Landowner.—Cork.

Holds about 1,100 acres and occupies most of it himself, 30748-52, 30758. Tenant-right not recognised, but permitted, and practice is on the increase. Leases on the decrease, through fear of increase of rent and loss of compensation for disturbance, 30753-7. A few cases of ejectment in the district (but none on witness's property), through inability to pay, 30759-62. Land Act was formed to maintain a small system of farming which is bad. High prices given for land prevent people making a proper living out of it. Rents should not exceed from one-fourth to one-half the produce, according to the condition of the land. In 1859-61 times were as bad as now, and tenants worked for witness, but now none have applied for work though rents not paid. Their holdings are from £4 to £12 rental, 30763-7. Climate inimical to agriculture generally. Crops lost through

Fell, Richard Latham, Esq.—continued.

climate. Tenants cannot make the land pay, and have not the means of cultivating properly. Small holding system should be abolished by turning out the tenants as opportunity offered. Case of tenant failing on small holding, succeeding on large farm, 30768-76. Case of eviction of a tenant on the passing of the Act who had allowed his farm to get into very bad condition, 30777-8. Tenants' improvements seldom permanent. Landlords should do all improvements, and tenants pay interest on the outlay, reserving their capital for the cultivation and stocking of the land. Gives an instance of the success of this plan. Waste lands do not pay for reclamation, 30779-84. Has no faith in peasant proprietary, or that the proprietors would work with greater energy than as tenants, or lay out anything in the land, 30785-7. Land Act has caused much discontent and debt, 30789-90. Perpetuity of tenure will encourage sub-division and sub-letting, for which there is no check. Leases only can stop it. It cannot be discovered until the expiration of a lease, and then if the land has been assigned it comes out. Case of tenant assigning without permission, 30792-807. Arbitration useful in disputes between landlord and tenant, especially as a protection to a tenant who is virtually at the mercy of a bad landlord or rack-renter. In bad times rents should be reduced, and in good times raised, and arbitration might be employed to decide when the rises and falls should take place. Arbitrators should be fair, upright, men. It is a bad case that will not bear arbitration, 30808-11. Fines, if imposed, should extend over the whole term of lease. If a tenant fails through bad times, and is evicted before lease expires, the landlord should refund a proportion of the fine. There should be only two interests in the soil. If more than the landlord and tenant, rack-renting begins, and free sale should not be permitted, for it becomes a question of rack-rent, 30812-6.

Murphy, Very Rev. Canon, Youghal, Co. Cork, Parish Priest.—Cork.

Hands in a statement proving the existence of rack-renting for a number of years on the estate of Leaders' Minors in Ballyneger, West Youghal. During last eighteen years tenants have been evicted for non-payment, and land re-let at same rents (nearly 100 per cent. over valuation), and some of the new tenants have been evicted for non-payment. They are contracted out of the Land Act, have to pay rates and taxes, and would be utterly unable to pay rents, but for assistance from friends, or other business. Had the lands been let at moderate rents the original tenants would be now in possession, and in a prosperous condition, 30817-21. Witness is in favour of the three F's., with full facilities for tenants to become owners by the purchase of land by the Land Courts, and re-sold to tenants. Rents to be fixed once and for ever. Periodical valuations tend to the deterioration and exhaustion of the soil by tenants to avoid increase of rent, 30822-6. Cases of two tenants rack-rented on estate of Major John owing to competition for land, and who are contracted out of the benefits of the Land Act by clauses in the leases, 30827-36.

Carver, The Rev. John, Kilworth, Co. Cork, Roman Catholic Administrator.—Cork.

Tenants, numbering about 150, on the estates in his parish pay fifty per cent. over the valuation. Land middling, only fit for tillage, and rents are not in fair proportion to value. Two-thirds of the rents raised during last twenty years, and on change of tenancy or falling in of lease rents are raised. On one townland rents raised twenty-five per cent. when others were reducing all round, 30837-48. Old leases that fell in. Distresses issued when objections

made to increase, 30849-51. Rents higher than on surrounding land. Case of rents raised on death of a proprietor; and witness can multiply such instances from other townlands, 30852-5. Tenants make all improvements, landlords none, 30856-7. Evictions not common, and as a rule for non-payment. Tenants will consent to any increase rather than give up their land. Rents paid as a rule with fair punctuality, 30858-61. There are no peasant proprietors. Have no means to buy, and could not find balance of purchase-money if Government advanced two-thirds. Not six tenants who could give marriage portion, 30861-3. Is in favour of fair rents and fixity of tenure. Given that, tenants will pay their way, and improve. Peasant proprietary would be a good measure, but people are not looking for it, 30864.

Stokes, Edward B., Esq., Castle Townsend, Co. Cork, Land Agent and Solicitor.—Cork.

Is agent over the Castle Townsend estate, and over part of Lord Ventry's property, 30865, 30906. Long leases exist on the Townsend estate: some for sixty, and others for three hundred years—the latter granted on payment of fines, at very low rents, below the valuation. No account given by the late agent of these transactions to witness, 30866-82. Tenants are better off than those on other estates, but their improvements are not considerable, 30883-6. They have a right to sublet, no provision against it in leases; not allowed to incur mortgage, or borrow, 30892-9. No difficulty in collecting rents until a month ago; received about two-thirds of rent due; gave no reduction, and refused Griffith's valuation, 30900-5. On Lord Ventry's estate tenants have fair interest in their holdings, and are able, with permission, to sell their interests. They are comfortable, thrifty, and improving, 30887-91. Lord Ventry has made considerable improvements, 30907-9. Introduced a hanging gale on the Townsend estate instead of the system of three months' bills for payment of rent, 30910-12. No evictions on either of the estates he manages, 30915-6, and no cases in the Land Courts, 30914.

McSwiney, Very Rev. Canon, Bandon, county Cork, Parish Priest.—Cork.

Has been acquainted with farming affairs all his life. Under the Land Act landlords have a facility for raising rents justly and unjustly, even the smallest rentals, without considering tenants' improvements, 30915-24. No matter what the rents may be tenants will stick to their land, and a general valuation should be made, taking Griffith's as the basis on which to proceed. Griffith's valuation has its defects, and is both irregular and unequal in some instances. It was never very low, but would do for a starting point. Fixity of tenure should be established. Objections to sales have too much weight attached to them, as with fair rents and fixity they would be rare, 30925. Condition of labourers wretched, and their wages trifling, with partial food, and, as a rule, only get work two or three days a week. They should have a potato garden at same rent as farmers pay, and their labour should be paid for in money, not in kind, 30926-30, 30932. Their perquisites in the shape of grazing, potatoes, manure, sheep, &c., are uncertain, and may fail. An average of fifty labourers and their families obtained relief from the Relief Fund, 30931-30933.

Sherlock, George K., Esq., Bandon, Co. Cork, Land Agent and Solicitor.—Cork.

Is agent for Mr. Shaw, the representative of Mr. Bowles, and several small estates in the west of the county, 30933-6. Compensation allowed by the Act for capricious evictions insufficient. Free sales should be allowed with landlord's approval

Sherlock, George K., Esq.—continued.

of new tenant. Tenants incur losses by not selling their interests, especially when in debt to merchants. Case of creditor buying tenant's interest, and served with notice to quit by landlord, 30937-42. Refusal of landlord to allow sale of tenant's interest, tenant being in difficulties and wishing to leave, 30943-4. Since re-let by landlord to another tenant, 30945-6. Free sales allowed on the Devonshire estate, and on Mr. Shaw's, and high prices obtained, 30947-8. Devonshire property much improved and well managed. No raising of rents, which are very moderate, and leases granted for thirty-one years at nominal increase, say £1, 30949-51. The Act has checked improvements, except where there are very good landlords, by the clause in which the exhaustion of improvements according to the time they have been made has to be considered in calculating compensation. It is regarded by tenants as a means of rack-renting, and it enables landlords to contract tenants out of the benefits of the Act. In new Acts provision should be made for leases to be granted for ninety-nine years, assignment clauses to be omitted; sub-letting strictly prohibited, and deterioration prevented. Fixity of tenure to be given, and differences as to rents to be referred to a court of arbitration; both landlord and tenant having the right to appeal against existing rents. Tenant should provide one-sixth of the purchase money under the Bright clauses, and the extension of the clauses to be in a rational way, 30952-63. Confidence is felt in the decisions of the chairman under the Land Act, but its clauses are defective, 30964-6. Only evictions in the district have been in consequence of tenants being sold out by creditors. If free sales were allowed these executions would cease. Farmers regard their right to the soil as their own, and hand down their farms in succession to their sons every year, 30967-9.

Murphy, Mr. John, Castlevew, Macroom, Co. Cork; Tenant Farmer.—Cork.

Farms land on lease for lives renewable for ever, and owns property. Has two or three tenants. By his own improvements has made a model farm, and has held his position when others failed. Purchased a townland, and owes his success to long lease. Tenants must have perpetuity of tenure to develop the resources of the country, but they cannot fulfil the conditions of leases, though they accept rack-rents to hold land. Habitations for labourers with a piece of land should be provided. Instance of competition for land. Case of tenants being ousted from the proposed purchase of land under the Bright clauses, 30970-3. If the three F's were established the people would be satisfied, and improve the land; competition, fines and raising rents stop them now, 30975-9. Case of new agents raising rents by stopping allowances to tenants and offering leases contracting them out of all benefits and compensation, 30980-5.

Deane, Benjamin, Esq., Cappoquin, Co. Waterford, Land Agent.—Clonmel.

Agent for Mr. John Ussher, Sir Richard Musgrove, and Sir John Keane; nearly 20,000 acres, 30990-91. No sale of tenant's interest allowed, 30992-3. Tenant leaving voluntarily receives a lift of about a year to a year and a half's rent; this practice was in existence before the Land Act, 30994-5. Few cases, always settled without going into Court, 30996-7. On Mr. Ussher's estate great improvements have been made, and given as a gift to the tenants besides lime and manure; no interest asked, 30998, 31003. On two last gales 25 per cent. reduction, 31004. On Sir R. Musgrove's, slates and timber given; drainage done by landlord before the Act, not since; no interest asked since; thorough drainage under the Board of Works in 1847, when a few tenants had to pay a per-centage;

grants of timber and iron for gates, &c., 31005-10. Much the same done on Sir J. Kean's property, 31011. Some of the rents not changed for forty years, but sometimes changed on dropping of lease, or transfer of farm to a different tenant; no regular increase or revaluation, 31013-16. Few improvements by tenants, except reclaiming mountain lands, 31017-19. Griffith's valuation a bad criterion of rent, being uncertain, 31020-3. Retrospective clauses of Land Act unfair towards improving landlords; instances in point, 31024. Disturbance and compensation clauses injurious to landlord and tenant, 31025-8. Would give every possible facility to tenants to purchase, if left to natural causes, but strongly against compulsory expropriation of landlords, 31032-34. Would limit purchase to not less than fifty acres; great fear of subdivision, 31035-6. Few evictions; have practically fixity of tenure, 31037-8. No difficulty in fixing rents, 31040. Not in favour of arbitration; in case of dispute would make valuation himself, then get a perfectly independent professional man, and his decision would be final; tenant no voice in matter, but would not press him unfairly, 31041-50. Admits this is not freedom of contract, 31051. Tenants very prosperous, labourers well off, except as regards their houses; should have more land attached, 31052-6.

Mooney, Reverend Maurice, Cahir, Co. Tipperary, Parish Priest.—Clonmel.

Difference between valuation and rentals, 31058. Principal landowners in district—Lady Mary Chartis, Mr. Lowe; on the latter's property, rental 25 per cent. over valuation, 31060. Land so poor no butter can be made; only kept up by force of manure; grow wheat and potatoes principally, 31062-7. Prices lower now than at time of valuation, 31069. A great hardship that tenants are not benefitted by their reclamations, 31070-31078. Case of tenant involving himself for benefit of agent, 31071-7. On the Chartis property 5 per cent. increase is placed on reclaimed lands, 31084. Cases of eviction on Mr. Lowe's estate; where agreements signed, tenants were put back as caretakers pending redemption, 31085-89. Condition of tenants' houses, 31090-2. Tenants would build if they had fixity of tenure, 31093. Leases for ever preferable to peasant proprietary, instance in point, 31095.-31100. Considers the three F's would satisfy all the practical farmers; many people go in for peasant proprietorship who are not farmers at all, 31104-5. Instances of where witness mediated between landlord and tenant upon the payment of rent, 31109. Chief complaint is that the fixing of rent is in the landlord's hands, 31123-6. Tenants consider Government valuation the amount they ought to pay, 31127-34. Some independent party ought to fix the rent, 31136.

Heffernan, Mr. John, Cuckoo Hill, Cahir, Co. Tipperary, Tenant Farmer.—Clonmel.

Holds under three landlords, also some portion in fee from Church Commissioners, 31141. Land Act has not been a benefit to tenant-farmers, as it has not protected tenant against capricious eviction, 31142-6. Case of capricious eviction, 31148-9. A good many rack-rents in his district, 31150. Considers Griffith's valuation, though rather unequal on the whole, a fair one, 31151-5. Case of rent raising, 31163. Would let landlord and tenant settle the rent, but in case of dispute would bring in a Government valuator, 31166-72. Fixity of tenure so long as rent was paid, 31173. Tenant should have power to sell his interest, landlord to have right of pre-emption, 31174-6. Tenants make the improvements as a rule, 31177. Landlords very little; Lord Donoghmore improves, but charges 5 per cent. interest, 31178. The three F's a satisfactory solution, 31179-81. Against expropriating the landlords, but would give tenants, where prac-

Heffernan, John—continued.

cable, Government aid towards purchasing their holdings, 31182-84. Bought himself under Church Temporalities; gave twenty-three and a half years' purchase, 31189, 31200. No peasant proprietors under ten acres, 31205. Labourers' condition good; 10*d.* a day with house and garden, including their board, 31212-14. Few labourers hold direct from landlord, 31217. Labourers' houses very bad, farmers do not build for them, 31222-25.

Dennis, Mr. Charles Stratford, Lakeview, Waterford, Tenant Farmer.—Clonmel.

Holds under lease from middleman, grievance with reference to it, deprived by it of all benefit under Act of 1870, the facts of the case, 31235-8. Pays 110 per cent. over Griffith's, 31251. Farm spoilt by under tenant, 31252. Wishes to drain lake, but no help will be given him, 31256. The system of middlemen the curse of the country, 31258-9. Objects to peasant proprietary, 31261.

Finn, Rev. Thomas, Newcastle and Waterford, Co. Tipperary, Parish Priest.—Clonmel.

Parish Priest of Newcastle and Waterford for the last six years, 31270-75. No evictions, but numerous eviction proceedings, 31277-84. Considers the rents too high, case in point, 31285-9. Instance of tenant being compelled under threat of eviction, to take a lease at increased rent of land all reclaimed by himself, 31290-1. Several other cases of the same kind, 31294-97. Leases contracting tenants out of Land Act, instance of five leases in succession to one man, since 1852, rent raised each time, clauses very stringent, 31299-7. Such treatment stops all improvement, 31308-10. Would take away from landlords the power of fixing rents, and vest it in some tribunal, 31311, 31319. Tenants are not free agents, must submit from fear of eviction, 31312-18. Tenant to have fixity of tenure, and liberty to sell, he would then improve, 31320-22. Case of a peasant proprietor thriving on only seven acres, 31323-4. In favour of peasant proprietors, but would not like to compel landlords to sell, but thinks with Government help properties could be bought at any time, 31325-8. The three F's. would content the people, 31329.

Nugent, John, Barnagholeen, Co. Tipperary, Tenant Farmer.—Clonmel.

Farms twelve to fifteen acres, 31331. Case of increase of rent, valuation £12 15*s.*, old rent £21 (offered, but refused), new rent £32, 31332-45.

Mulcahy, Patrick, Ballydonagh, Co. Tipperary, Tenant Farmer.—Clonmel.

Corroborated Father Finn's evidence concerning him, 31346-8. Knows Lord Stradbrook raised the rents every year, 31349.

Walsh, John, Bawnfawn, Co. Tipperary, Tenant Farmer.—Clonmel.

Truth of Father Finn's evidence, 31350-1. Contracted by lease out of Land Act, obliged to take it or go, 31351-4.

Maher, John, Crougherskin, Co. Tipperary, Tenant Farmer.—Clonmel.

Case mentioned by Father Finn, all he said quite true, 31356. Great hardships during Stradbrook's time, property since bought by Lord Ashtown, and rent raised, compelled to take lease, 31357-64. A list of valuations and rents on Lord Ashtown's property, 31370-4. £4 charged for each lease, and 30*s.* more for map, 31372.

Nugent, Edwin, Ballynacarberry, Co. Tipperary, Tenant Farmer.—Clonmel.

Holds under Lord Ashtown, rent £165, valuation, £98. In 1869 took a new lease for sixteen years, longer term not given, former lease was twenty years, has made great improvements, but now finds he cannot live, rent so high, rent increased on

improvements on taking of new lease, 31377-82, 31387-8. Helped with slate and timber towards building, 31384-90. Had to give two acres to Lord Stradbrook, and was afterwards served with ejectment, 31391.

Ardagh, William Michael, Esq., Cloonea House, Dungarvan, Co. Waterford, Land Owner, Agent, and Tenant Farmer.—Clonmel.

Agent over 3,000 acres, has two large farms under Lord Waterford and Mr. Palliser, 31393-6. Has evicted for non-payment, never evicted for subletting, 31398-43402. Leases are granted, 31404. No changes of rent except on dropping in of old leases, 31407-9. No rise of rent except in case of agreement, and no disturbance as long as rent is paid, 31410. Lord Waterford never raises his rents, or disturbs a good tenant, all prosperous, 31410-7. The larger class of farmers are better off than small ones, 31418-20. Considers a tenant should not purchase less than 100 acres, unless he has some other source of living, 31421-4. Cases of purchase by tenant-farmers in Landed Estates Court, showing landlords are enabled to press tenants, 31427-29. Suggests fixity of tenure at fair rents, and, to a certain point, free sale, landlord to have a right of veto, 31430-2. In favour of enlarging farms, 31433-4. In case of buildings landlords allow timber and slates, 31439-43. Griffith's valuation was not made for rental, but for valuation purposes, case in point, 31444-6. A revaluation by Government desirable if mountains and demesnes excepted, 31448-51. Is of opinion that a long lease with a moderate rent and certain conditions is better than peasant proprietorship; states reasons, 31452-6. Should be some court of appeal with power to adjust rents, and enforce payment within six months, 31457-9.

Nolan, Mr. Michael, Ringwille, Ferrybank, Waterford, Tenant Farmer.—Clonmel.

Is paying exorbitant rent, 31466. Took a lease for twenty-one years, knowing estate was going to be sold, so expected to be able to pay the fee-simple, estate sold, tenant got no opportunity of purchasing, 31467-7. Would have free sale and a Government valuator to prevent the evils of rent raising, which must come down from foreign competition, 31478-41. Thinks the three F's. will in the end lead to proprietorship, 31482-85. Has no opinion of leases, as a tenant is always liable at expiration to have rent increased, 31487. Want of security under present law the great grievance, 31487-9.

Hely, John George, Esq., Scartbally, Cappoquin, Co. Waterford, Land Owner and Farmer.—Clonmel.

Owner of about 600 acres, farms 480 acres, has a few tenants, 31492-7. Bought this property about the passing of the Land Act, had to pay over £18,000 to the tenants who held the lands, 31497-31501. Most extortionate claims lodged in County Court, many of which were settled in Court for amount offered by witness, thinks that the Chairman knew very little about a land claim, in fact in one case was obliged to appeal, which resulted in decree being reduced from £400 to £100, 31503-10. From this fact considers assessors of great use, 31511. Value of unexhausted manures, one of the most difficult questions under Land Act, 31515-16. The labouring class badly treated by the farmers, some labourers have house and half-an-acre of land for 15*s.* a year, wages 1*s.* 6*d.* a day; were better off last year than many of the farmers, 31518-19. Great emigration among the young and active men, 31520. Labourers always build their own houses, of mud and thatch, 31521-2. More discontent among labourers than the farmers.

Laffan, Thomas, M.D., Cashel, Co. Tipperary.—Clonmel.

Much interested in the labour question, 31526-7. Considers the 10th section failing in relieving or improving the condition of the labourer, 31528-29.

Laffan, Dr. Thomas—continued.

Their condition is very wretched, cases where he has tried to better their condition and failed, 31533. Suggests that the labourer should live at the scene of his work, and be tied to the farmer by cottier relations, and that every occupier who gets fixity of tenure, should give half-an-acre of land at Government valuation to each labourer employed during the year, 31535. Very little consideration shown them in case of illness or death; scheme for benefiting them, 31535.

O'Halloran, Mr. John S., Grawn House, Fethard, Co. Tipperary, Tenant Farmer.—Clonmel.

No adequate compensation for outlay on improvements under Act of 1870, which is a great grievance 31538-43. Thinks large tenants should be compensated for disturbance on a better scale, 31548-51. Condition of labourers wants improving, 31554.

Guiry, Jerome J., Esq., Peppardstown, Fethard, County Tipperary, Landowner and Tenant Farmer.—Clonmel.

In favour of the Bright Clauses being worked as much as possible and extended, 31556. Would not compel a landlord to break up his property to sell to a tenant, but Government should give more facilities in the way of lending money, 31557. Purchased under Church Act, paid one third of the money down and the rest in ten instalments, 31558-9. Tenant proprietary applicable to all sized farms, 31564-6. Greatly in favour of the three F's, might go on at the same time with the scheme for peasant proprietary, 31567-9. Thinks a rent shifting with prices would be the best plan, as now a man may be bound by lease to pay a rent much too high, but which when lease was made was, perhaps, very moderate, 31570-76. Court of Appeal to decide disputes about rent, 31576-7.

Burdon, Rev. David, Mitchelstown, County Cork, Parish Priest.—Clonmel.

Has lived in Mitchelstown for the last eight years, 31579-82. The relations on five properties between landlords and tenants, the Buckley estate. This estate, formerly portion of the Kingston estate, 21587, was purchased by a successful manufacturer for the purpose of making money. Mr Bridge was appointed agent, the property was re-valued by a Mr Walker, and an increase of 50 to 100 per cent. imposed on the tenantry on their own improvements and reclamations, 31583. Great opposition on their part, a table verified by witnesses, of the old and the increased rents, showing that the increases were from 50 to 500 per cent. 31584-85. Nearly 300 families on this estate have been receiving relief up to 15th August last, 31585-6. The Kingston estate, now owned by Mr. Webber, is one of the best managed in the country, the tenants have practically the three F's; in case of selling or sub-letting a small increase with a new lease, not unusual, 21587-8. Great employment given; as proof of the three F's being a benefit to the landlord, there have been no outstanding arrears even after three such bad years. Mr Webber is in favour of legalizing the three F's, 21587-89. The Montgomery estate. Three farms surrendered from excessive rents demanded, at present, unoccupied. Rent as a rule twice the valuation and in one case three times, penal clauses in the leases. Case of Widow Magrath. Tenants must pay the whole poor rate, 31592-6. Leases of no value, tenants so overwhelmed with debt have to borrow the rent from the bank, 31597. Case in point, 31598-31601. Mrs. Gearn's estate, tenant held under Roper lease, a lease called after an agent; and by which as they fell in the rents were doubled; and in one case raised from 10s. 5d. to £2 an acre, 31602-5. Mr. Henry Young's property. System after purchasing was to fix a fine on each holding and on payment of the fine, to grant a very long lease with increased

rent, 31607. Case in point, 31609. The above properties were, at one time part of the Kingston estate, 31611. Suggestions for proposed legislation on the Land Question, a permanent agricultural State department, compensation to landlords of a certain class, in case of a valuation and decrease of rent, 31611. Vested right to be respected, 31615-16. Many hereditary landlords would be unfairly treated if rents were lowered. No difficulty in the case of land jobbers, 31617-31618. Not altogether in favour of free sale, as tenants would borrow on the interest thus created, or to buy, and thus get into difficulties, 31624-27. In case of free sale, landlords to have right of veto, sub-letting, and mortgaging illegal. No peasant proprietary under 20 acres. All reclamations to be under control of Minister of Agriculture. In case of compulsory sale of absentees, or of the property of companies, instalments to cover principal and interest, 31632. Every inducement should be given to create peasant proprietors, 31633.

Hackett, Mr. Michael, Glenbawn, Co. Tipperary, Tenant Farmer.—Clonmel.

Took his farm in 1853, 31639. Several rises of rent, 31647-50. At last refused to pay another increase, and surrendered, when settlement was come to and the rent reduced, 31651. After a short time, an assignment was given him and a slight increase made, 31653. Obligated to pay the whole poor rate, 31653-4. Rents increased on account of his reclamation, 31655. All the land rack-rented, 31658.

Tobin, Mr. James, Croaghmagree, Co. Tipperary, Tenant Farmer.—Clonmel.

Tenant on Lord Ashtown's estate, 31659. Held by lease under Lord Stradbroke, it expired; Lord Ashtown bought estate, and his rent increased; two increases previous to that; is now paying more than double Griffith's valuation, 31661-9. Built a house at his own expense, was afterwards served with notice of ejectment, 31670-7.

Tobin, Mr. Michael, Croaghmagree, Co. Tipperary, Tenant Farmer.—Clonmel.

Holds by lease under same landlord, 31678-83. Rent excessive, but was obliged to accept lease and increased rents, or go, had no alternative, 31684-88.

Butler, Mr. Pierce, Patrick's Well, Co. Tipperary, Tenant Farmer.—Clonmel.

Holds by lease, 31695. Complains that his rent is too high, 31709-10. £100 deposit on lease which he is unable to get back, 31712-13.

Nugent, Mr. Patrick, Greenane, Co. Tipperary, Tenant Farmer.—Clonmel.

Holds under lease for 31 years and his own life, 31719-20. Considers his rent much too high, 25 per cent. over Griffith's valuation, or £178 would be a fair rent, is now paying £303 a year, 31730-33. Got an abatement of £50 last year, paid in full this, 31740-45. Willing to pay a fair rent, irrespective of the valuation, 31747-51. No disturbance as long as a fair rent is paid, and liberty to sell would satisfy most of the people, 31752-4. Would not care to purchase if he had free sale, 31756.

M'Enerney, Mr. Denis, Farm Loder, Clonmel, Co. Tipperary, Tenant Farmer.—Clonmel.

Holds under two landlords, 31760. By lease for 217 years and own life, from Mr. Watson, and from year to year under Mr. Bagwell, had no freedom of contract in taking lease, had to accept landlord's terms or go, 31763-76. Offered to give up possession and take seven years' compensation, but landlord would not agree, 31779-81. All his land over rented, 31782-86. Land Act stopped evictions on title, but does not give them security as landlords can increase rent and then evict for non-payment; case in point, 31791-96. Evictions, save

M'Enerney, Denis—continued.

for non-payment, to be abolished, all land to be let at Griffith's valuation, anything exceeding this will not content the people, 31798-31804. Would allow liberty to sell, 31807. Tenants have to pay rates, and cess for the roads, which are measured in with their farms, 31808-16. No occupation but the land, 31817-19. Not very familiar with the scheme of peasant proprietary, more in favour of the three F's. 31820-2. Would not compel a landlord to sell, many of them would be willing enough, 31822-26. Instance of the valuation of land, 31826-28.

C'Donnell, Mr. Patrick, Patrick's Well, Co. Tipperary, Tenant Farmer.—Clonmel.

Holds under lease from middleman for three lives or 31 years, 31832-37. Two acres were taken away by railway company, another man holds six acres of it by lease, and yet witness is obliged to pay rent for the whole or go, 31839-48. Holds another farm under a separate lease, 31850-55. Four years yet to run when he was served with notice to quit, and 2 acres claimed and taken away under a higher title; is still obliged to pay rent for the whole, 31856-70. £600 or £700 given as fine at commencement of lease, 31871.

Hanly, Mr. Michael, Moorestown, Co. Tipperary, Tenant Farmer.—Clonmel.

Held under lease from middleman and subject to his interest, 31873. At expiration of lease a new one was granted, as tenant from year to year, determinable by notice to quit, 31875-31887. Made great improvements, land re-valued, 31876. Was served with notice to quit, which, however, was not proceeded with, but is now in constant dread of his rent being raised, 31877-98, 31902. Wishes some law to prevent this state of things, 31903.

Anthony, Mr. Michael Arthur, Dungarvan, Co. Waterford, Merchant and Tenant Farmer.—Clonmel.

Holds by lease under Sir Henry W. Barron, 31908-10. Rent much too high, double the valuation, 31911-12. Built out-offices, on the understanding that he was to be allowed for them, but has never been, 31913. Holds from year to year under Mr. Villiers Stuart, M.P. Rent much too high, putting Griffith's valuation out of the question, 31914-18. If dependent on farming only, could not pay his rent, 31927-8. Rents should be lowered; in case of disputes Government to step in, 31936. Considers Griffith's valuation in Co. Waterford a very fair one, 31929-35. Tenants improvements should not be valued, full security should be given as long as rent was paid; right of sale allowed, giving landlord a *veto* on incoming tenant, 31936-41. Peasant proprietary should grow gradually, would not compel landlords to sell, 31943-5. Mr. Stuart allows sale, but retains right of *veto*, 31946. A great deal of reclamation going on, 31947-50. Few leases, nearly all tenants from year to year, tenants make improvements, landlord only on reclaimed lands, 31951-8. Rent raising and insecurity prevents improvements, instances of, 31959-67. Roads included in measurement of farms, 31967-9. Case of distress for rent, 31970. Several evictions by Sir Nugent Domville. Land lying idle, 31971-6. After the families were evicted they died of starvation, several cases in point, 31977-87.

Croom, Mr. William, Aunsfort, Clonmel, Co. Tipperary, Tenant Farmer.—Clonmel.

Holds under lease from Mr. Pennyfather, at a fair rent, 31990-95. Has another farm of 20 acres under same landlord, compelled to take a lease at an increased rent under threat of eviction, 31996-32001. Was served with notice to quit, law costs came to £200, 32002. Several others were

treated in the same way and had to pay increased rent or go, had no voice in the matter; this occurred since Land Act; are much over rented, 33005-18. Tenants should have voice in fixing rent, right of sale and security as long as his rent is paid, 32019-25. Would encourage tenants to pay and landlords to sell, 32026-9. The excessive amount of his costs was caused by his having to pay landlord's costs and his own although he took his case in the Land Court rather than give up the land, 32032-39.

Baldwin, Professor Thomas, Model Farm, Glasnevin, County Dublin.—Dublin.

Professor of Agriculture at Cirencester College, Superintendent of National Agricultural Education in Ireland, and Assistant Commissioner for the Inquiry of Agricultural Depression, 32043-6. Inspects agricultural schools in Ireland, 31050. Variations of the usages in Ulster—on Lord Downshire's and Sir Richard Wallace's estates, the liberality of the landlords have made the possessory interest of the tenant under the custom fully as large as the fee-simple of the land, entire freedom of sale, and no substantial rise of rent during the present century; on Lord Lifford's and Lord Arran's estates, things are very different, the rent being raised 25 per cent. on every change of tenancy, even if a son succeeds his father, 32052, 32063. Case in point on Lord Arran's property, 32053-63. Value of tenant-right destroyed by such increases of rent, 32064. All improvements in Ulster such as they are, are made by the tenants, 32065-9. The 25 per cent. rule on change of tenancy not rigidly enforced by Lord Lifford, 32070. Has been on two estates side by side, with the same class of land, where the rent on one was 30s. an acre, and on the other 50s., 32076-77. Many landlords in Ireland, have not raised their rents for a great number of years, 32078. Agriculture in Ulster is decidedly in advance of the rest of Ireland, 32080. Ulster custom more the outcome, than the cause of prosperity, 32081-2. Variations in office rules, and in the Ulster custom itself, 32083-4. Difficulty in establishing a connexion between tenure and the state of agriculture, the more liberally an estate in Ulster is managed the better the farming, estates in point, 32086-88. Security of tenure of whatever kind encourages improvements, 32089. Tenants are not unreasonable in their views; setting the present agitation aside, 32098-9. Moral security is shaken by any slight breach of it, the unjust treatment by one landlord creates a ferment in an entire county, instances of this, 32103-9. Office rules interfere with the feeling of security, 32110-11. Reasons why the Land Act of 1870, did not effect what it intended, which was the security of all the existing usages in Ulster, 32112-21. In favour of one Act for all Ireland, 32124-6, but not of extending the Ulster custom, 32127. Tenants want protection from one another, as much as from rack-renting landlords, cases in point, 32128-30, 32132-6. The chief point in which the Land Act has broken down, is the question of rent, 32136. Would take the administration of any law which may be passed out of the hands of the county court judge, and placed in those of a high class court, a court of equity—a court of appeal, 32137-40. Excessive subdivision, the cause of a good deal of the present agitation, cases in point, 32142-52. Suggests migration to the waste and improvable lands of Ireland, or emigration in families, 32152-3. At the best of times there has been chronic starvation in south-west and west of Ireland, 32156-7. Sounded tenants in Kerry, and found 80 per cent. would gladly go, they prefer emigration to migration, 32160-3. Would emigrate them in families in charge of their clergymen, 32163-5. If the landlords have to sell out, then the real trouble will commence, 32166. Condition of Lord Dillon's tenantry, 32167-4. Deplorable condition of

Baldwin, Professor Thomas—continued.

tenants' houses. Anecdote of a landshark in Cork, 32176-80. Emigration or migration to be undertaken by the Government, but should be done voluntarily, prefers migration, 32181-4. Proposition for so doing, 32186-92. Considers there is enough waste land in hands of landlord, quite willing to part with it, to carry out his scheme, without meddling with the tenants, 32193-98. Is of opinion that his plan would be successful financially, 32200. Having migrated these people to waste lands, would make them Crown tenants, guarding against subdivision, 32205-7. Reclamation of waste lands by companies, land will never be reclaimed by capitalists, too great a waste of capital, 32209-13. Would only pay according to results, case in point, reclamations at Donemana, 32214-23. Very decent thatched houses can be built for about £14, 32224-28. Case of refusal to pay rent on Sir R. Wallace's estate, tenant having large deposit in Bank, advantage taken of agitation, 32241-45. Experiments in reclamation by Mr. Mitchel-Henry, in Galway, and Mr. Mahony, in Kerry, 32249-53. Large farms in Roscommon and Meath might be bought up, and divided into small holdings, and families migrated there, 32260-61. Thinks the Government would do good if they lent money on easy terms to tenants to buy one another out, would give every tenant the power of selling his interest, 32262-64. A great change worked in Connemara by the system of rack-renting and the prevailing distress, 32268-74. Rack-renting confined very much to small landlords, instance in point, 32275-80. Rack-renting very common in Ulster, 32280. Rack-renting on Arran Island, 32281-5. Referring to his migration scheme, thinks Government should make large estate roads, and large arterial drains, 32290-1. Failure of the Glenesk Company through mismanagement, 32292-3. Discontent and agitation will continue till the power to rack-rent is curbed, 32294. The present question nothing to do with nationality, 32296-7. The connexion between distress and disaffection, 32298-9. Failure of the Irish Waste Lands Company, Mr. Buckley's case, 32300-1. Plan for Government reclamation, 32302-14. Irish *v.* Belgian climate, 32316-19. Want of skill and thrift in Ireland, 32320. A radical change must be effected in farming, 32321. Would hand over agricultural department of Public Works, as well as the valuation department to a Commission, 32322-4. Great improvements made in Ireland of late years, nearly altogether by the tenants, 32331-2. After first year of Land Act, there was a great increase in amount of improvements, which has nearly ceased from smallness of compensation awards, 22333. Scale of, and awards for, compensation for improvements, too low, cases in point, 32336-42. Length of time an improvement has been enjoyed should not be taken into account, 32342. Rents may be increased, but a landlord is not entitled to any increased value that may arise out of tenant's permanent improvements, 32343-6. Would have a self-adjusting machinery; landlords could appeal to his suggested tribunal, 32347. In non-permanent improvements length of enjoyment should be taken into account; would respect specific contracts entered into with eyes open, 32350-60. A slight increase of rent might be made for existing improvements, not of a transitory character, 32363-8. The original producing power of the land should belong to the landlord, the permanent improvements to the tenant, 32369-70. Fair letting value to be decided by the Commission, 32371-2. The definition of rent, 32375-8. The competition rent; would like to see Ireland bear the effect of that rent, 32379-82. Any increase arising from good times, or good prices, should be the property of the State, 32386-7. Transitory improvements do not permanently bar a landlord

from an increase of rent, 32592-6. Disapproves of turning landlords into annuitants, 32397-403, 32405. The proportion between Griffith's valuation and a proper rent varies very much, 32411. Inferior lands much nearer the valuation than good lands, 32413. Griffith's valuation the cause of much harm; Ulster more highly valued than the rest of Ireland, 32415-6. Is no fair criterion of rent, and most injurious in the interests of taxation; case in point, 32418-21. In favour of unlimited tenant-right, 32422-3. Has found where there was the most liberal tenant-right the improvements came very close to it; instance of, 32424-8. Considers a tenant has a perfect right to sell his holding for the full value of his improvements, and whatever sum he paid in excess of that on going into his holding, 32429-31. Found that the incoming tenant in Ulster, even where tenant-right was very high, got very fair value for his money, 32436. Against extending Ulster custom to Ireland, 32439-41. In favour of the utmost free sale, subject to veto of landlord, 32444. A great deal more selling of goodwill in the South and West than would be expected, 32446. A landlord can recoup himself by rent for improvements in case of free sale being extended to Ireland, 32450-55. In the South and West, where the custom of sale of holdings exist, landlords as a rule select purchaser, and limit the sale, 32456-7. Would give landlord right of veto, but allow no capricious reason, 32458-61. Undue competition and high prices will right themselves, 32462. One of the grievances of the Ulster tenants under the Land Act, is that at expiration of lease there is no tenant-right or compensation for improvements, 32464-5. Only knows of two cases arising on section 7 of Land Act, 32469-71. Disinclination to take leases since Land Act, 32472-4. The Leinster lease, 32476; both for a year and terms of years, being common, contracting out of the Land Act as far as tenants can do so, 32476-8. Lease extensively in county Cork, barring tenant from compensation for any improvements whatever, except tillage or manures, 32481-3. Has seen very little good farming resulting from leases; the day for leases gone by; would himself prefer a four years' notice to quit to any lease, 32484-6. The Portsmouth lease, with clause requiring all premises to be given up at expiration of lease, 32487; thus more or less doing away with the tenant-right, which before Land Act he used to allow, 3288-90. The famous Portarron lease—many of them for ten thousand years, rents to be increased or lowered at end of every twenty years—refused by the tenantry, 32491-96. Valuation only what solvent tenant ought to pay; question of improvements left to landlord, 32497-99. Purchasers who bought independently of the Bright clauses, or the Church, very prosperous, 32502-4. Success of purchasers under Bright clauses, mainly due to fact that they were picked men, 32505. Great difficulties in getting money from Board of Works for this purpose, 32506-9. In favour of peasant proprietors, but against creating them indiscriminately as the Church Commissioners have done, 32510. But division must be guarded against, 32511-15. Purchasers under the Church Act, principally in the North; result of inquiry into their condition not encouraging, 32516-17. Cases in point at Ballintemple, county Armagh, 32517-19. The anxiety of the people is not to buy but to avoid a bad landlord; case of Mr. Sweeny. A number of tenants, who could not buy, came to Mr. Sweeny, and said buy for us in trust. We will give you ten per cent. for your money while out of it. This was done. Some of them are ruined, for it meant a double rent to begin with, 32520, 32522-24. Three classes of purchasers under the Church—sales direct to tenants, sales in trust, sales to the public, 32521. Church Commissioners' require too much of the

Baldwin, Professor Thomas—continued.

money to be paid down, and the people have to borrow at ruinous interest, 32525. If the State wish to create peasant proprietors they must advance the whole of the money, and take the place of the landlords, 32526-7. Would limit size of farms, 32528. Whenever tenants have had to borrow, in order to purchase their holdings, they are badly off, having to pay a very high interest, 32530-36. On the whole considers the condition of the tenants who bought under the Church Act, whether they borrowed or not, worse than those on adjoining lands, 32537-39. Found great difficulty in paying their instalments, 32540-44. The tenantry, generally, are heavily in debt; instance in point, 32545-48. Great complaints about the taxation, 32549-50. Sees a great change in their condition for the worse since 1877, thousands nearly bankrupt, 32551. Deeply in debt to the banks, who charge ten per cent. interest, 32552-3, 32556-62. Money-lenders and the gombeen system; illustration in point, 32554-55. Interest charged tenants by butter-merchants and shopkeepers, 32563-69. Would fix the rent, and give freedom of sale, but sees no necessity for perpetuity of tenure, 32571-72. Would leave the landlord the power of evicting a tenant, but giving the tenant the fullest compensation for his possessory right, 32573-4. Fixing of rent, cases of dispute, &c., to be settled by the Commission, 32575-83. Both landlords and tenants agree in thinking the County Court most unsatisfactory; absurd decisions, 32584-86. Appeals from County Judges not numerous, the expense is so ruinous, 32587. Few cases of harsh evictions, has met with only ten very hard cases since August, 1879, 32588-93. Would abolish scale of compensation for disturbance altogether; consolidation must be promoted; would give fullest measure of compensation for improvements, but none for mere disturbance, which, in his opinion, has failed to work, 32594-601. Advocates perfect freedom of prices as regards sales of interest, 32602-7.

Good, Mr. William John, Irish Farmers' Gazette Office, Finglas House, Finglas, County Dublin.—Dublin.

Has been engaged in agriculture since boyhood, 32611. Superintendent in various districts of land improvements, 32614-16. Improvements by Lord Arran. The old rundale system abolished, 32617. The plan adopted by Lord Arran for so doing, 32619-27. Their improved condition since the change, 32628-32. The tenantry imposed on by the agent, 32633-39, and the gamboge men, 32640, or men who supplied the people with credit, 32641-44. Frieze and linen manufactured by the tenantry, 32645-52. The people take great pride in their manufactures, and are very tasty, 32653. Was for 21 years editor of the *Irish Farmers' Gazette*, and has been engaged in valuing improvements for claims under Land Act, 32653-59. Was engaged in the cases of *Thompson v. Merley*, *Mr. Battersby v. Lord Darnley*, and *Tracey v. Fitzwilliam Dick*, 32660-62. Published a critique on the case of *Trye v. the Duke of Leinster*, 32663. Considers the act deficient from beginning to end, 32664. County Court Judges not qualified to assess value of tillage or manures, 32665. Suggest a tribunal of respectable farmers and two proprietors, or as in England, professional appraisers might be employed, 32666-8. Unsatisfactory decision of Judge Morris in the case of *Battersby v. Lord Darnley*, 32669-75. Would not allow a chairman to be a judge without a jury, 32677-78. Tenants are not satisfied with the present tribunal, 32679-80. Would give an appeal to the judge of assize, 32681-88. In favour of peasant proprietary if a tenant can purchase by himself, 32691-2. Is afraid, as far as his experience goes, that in the case of Government advances, the tenants would

repudiate the debt, 32693-95, as they have done in the case of the Shannon improvement loan, 32696-32700, 32717-22. Would not allow a proprietary of less than 50 or 100 acres, being hopeful of any success under that amount, 32701-2. Would not force landlords to sell, but would give facilities to landlords to sell and tenants to purchase, 32704-5. Suggests that landlords should buy up tenant-right, by purchasing it under the Bright clauses, 32708-11. Larger tenants are purchasing out the smaller ones as quickly as possible, 32715. Thinks there have been no increases of rent on Lord Arran's estate since 1864, 32723-27.

O'Brien, Murrough, Esq., Church Temporalities Commissioners' Office, Dublin.—Dublin.

Valuer to Church Commissioners, 32728-30. Farms sold by Church Commissioners were small, highly rented, and were sold at high prices, 32731-32, 32995-96. Condition of purchasers generally improved, 32733-32738, 32989. Condition of purchasers of Ardstraw Glebe, 32741-44. Condition of tenants and purchasers on Temple-crone, and amount of interest due, 32746-79. Method of collection of interest by Church Commissioners, 32781-84. Condition of purchasers on Ballintemple Glebe, county Armagh, 32786-32904. Rules of Church Commissioners limiting loans in case of small purchasers, 32906-909. Church Land nearly all sold, 32912. Explanation as to valuation by Church Commissioners when selling and prices obtained, 32913-22. Purchasers subject to a mortgage to Commissioners can sell if in difficulties, 32923-25. Under Church Act $\frac{3}{4}$ th purchase-money lent at 4 per cent. 32926. Cost of conveyances excessive, desirability of avoiding this, and applying Record of title to small estates, 32926-33. Prices obtained by Church Commissioners lower during past two years, 32934-39. Desire to buy on part of tenants, 32940-42. Condition of purchasers in Raymochy, county Donegal, and prices obtained on re-sale of farms, 32943-46. Improvements by purchasers in Derry, 32947-51. Applications for reduction of interest refused by Church Commissioners, 32593-32992-94. Arrears of interest to Church Commissioners amounted to 10 per cent., and rules as to payment of instalments, 32954-63. Explanation of accounts of Church Commissioners, 32964-70. Explanation of Parliamentary returns made by Church Commissioners, 32972-75. Glebe lands generally purchased by the occupiers, 32976-83. A few tenant purchasers have obtained loans under Relief Act of 1879, 32984-86. No tendency to injurious subdivision, 32989-90, 33001-3. No repudiation of loans by purchasers, 32991. Desirability of facilitating labourers and small farmers becoming owners, 32997-33000. Greater facilities for purchase might be given to tenants, processes of law simplified, costs reduced, untechnical explanations given, 33005-8. Sale of purchasers interests should be facilitated, 33009-13. Condition of purchasers on sundry Glebes in county Donegal, 33014-29. Purchase of small farms in Limerick, and improvements in progress by labourers returned from America, 33030-37.

Dufferin, The Earl of, Clandeboyne, County Down, Landowner.—Dublin.

Has paid great attention to the subject of Ulster tenant-right, both before and after passing of Land Act, 33038-39. The leasehold system has prevailed on his estate since 1604, with lease for various terms, 33040-43. Gradually the whole estate was held under lease; generally for lives of the Royal Family; these by degrees fell out, and were not renewed for some years till, at the expressed wish of the tenantry, a new lease was drawn up, and proving satisfactory was accepted by almost all of them, 33044-45. Denies that tenant-right can exist to the end of a lease, unless the custom existed—was so established—before the lease was made, 33050-1.

Dufferin, The Earl of—continued.

Proves tenant-right did not exist on his estate in 1692, 33051-3. All his leases, from the very earliest, contained clauses of surrender and non-alienation, 33054-6. The contention that the plantation of Ulster was the origin of tenant-right entirely unfounded, 33057-64. His opinion of its origin, 33065. Recognises tenant-right on those portions of his estates, bought from other people, by whom it was allowed before he purchased, 33068-71. Yearly tenants can assign by deed, 33072. But landlord can serve notice on incoming tenant, 33072-3. English law recognised in North of Ireland, 33074. Sales not allowed; never had a serious dispute with his tenants; thinks they are satisfied with his management; allows sale of interest in lease, but not at competition prices, 33078. The new lease was granted in 1868 for 21 years, 33079-80. With covenant that if tenant die intestate the property should revert to landlord, 33081-83. Allows leaseholders to sell under certain conditions, marked at back of lease, 33088. Does not turn tenant out at end of lease; should he leave, gives him compensation, 33093-4. Made a speech in Parliament twenty-five years ago, advocating the right of a tenant, whether a lessee or a tenant at will, to compensation for improvements and for disturbance; illustrations of this on his own estate, 33095-96. On coming of age reduced his rents by £2,000 a-year; saw at once that if he allowed it, the tenants would sell that reduction, so that an incoming tenant would probably be paying a third more rent than he wished him to pay; has expended, either as compensation for improvements or in improvements made by himself, at least £85,000, including the accumulated value of the reduction, 33097-99. Did not charge any interest or raise the rents; has sometimes made a slight increase on an old lease falling in, 33100. In addition to the £85,000, has spent £65,000 on improving land in his own hands, 33101-3. Had case in court, claiming tenant-right; judge decided there was none, 33103-5. In favour of tenant-right where it exists, but against any imposition of tenant-right; illustration of its injustice, 33107-16. Considers Ulster would be more prosperous under a system of leasehold tenure than under tenant-right, 33118-20. States reasons for not extending Ulster tenant-right to Ireland, and his objections to the three F's for the North, on account of its injustice, 33121-24. Three courses open to the Government—one is to improve in its details the existing Act, and render it effectual wherever it has been found deficient, 33125-7. The second is to extend tenant-right to Ireland, the three F's or some scheme of the kind, 33128-9. The last to create a peasant proprietorship; illustration of its working, 33129-36. Injustice of the three F's to landlords, case in point, 33138-39. If the Government could establish an extensive jurisdiction, and if it could be made an ambulatory court, thinks the landlords would be content to leave themselves in the hands of that court; further objections to the three F's; position of landlords after they have been brought into existence, 33139-44. If landlords are converted into rent-chargers, the consequence would be an enormous increase of absenteeism, as landlords would have no interest in or power over their properties, simply receiving their rents, and nothing more, 33158-62. Further illustrations on this point, 33165-66. Is of opinion that the great endeavour should be to try and give a large proportion of the property of the country into the hands of its cultivators; England to advance a large sum of money; at the same time, would promulgate the three F's, or any scheme considered to be advisable; would then, with the money advanced by England, buy up the estates of those landlords who did not wish to remain under the three F's; would appoint a Commission for this purpose; further details of

his scheme, which mainly applies to landlords who discredit the three F's, and consider it an injustice, those he would force to sell, 33168-74. Still further explanation of his scheme, and details as to the powers of his proposed Commission, 33177-85. The question of rent the great difficulty; considers, however, that if his scheme were carried out, the tenants should continue at the same rent that they had hitherto paid; but has not as yet given this question very much consideration, 33186-91. Would not force the three F's on any landlord, 33192. If they did not like it, would force them to sell, 33192-4.

Rochfort, William, Esq., Burrin House, Carlow and Dublin, Land Agent.—Dublin.

Agent to Lord Howth, under Agent to Lord Landsdowne in the Queen's county, 33195-6. The greater part of Lord Howth's estate is leased, 33202. Yearly tenants have no power to sell, permitted in case of leaseholders, subject to landlord's approval of incoming tenant, with no claim at end of lease for the money that has passed, 33203. Claim for renewal or compensation at fall of lease not admitted, but as a rule tenant gets renewed lease on reasonable terms, in fact gets the preference if there is nothing against him, 33204. Entire county cess paid by tenants, usual lease is for thirty-two years, 33205-6. Large holdings held on long leases by middlemen deriving large profit rents; Lord Howth is anxious that any improvements made during these leases should be secured to the occupying tenants and not to the middlemen, who have already derived great profit, 33207-12. Most of the improvements have been effected by tenants under lease. Much the same must be said of the yearly tenant, labourers' cottages built by landlord, tenants not charged, 33213-15, 33219. Up to passing of Land Act pipes and the tiles were supplied to tenants for drainage purposes, since then discontinued, but money is borrowed from Board of Works, tenant being charged $3\frac{1}{4}$ per cent, 33216. Labourers hold in most cases from the tenants, but in a few instances direct from landlord, cottages given as part of their wages, 33218-21. On property of witness's father, tenancies are half leasehold, half-yearly, sale allowed in both cases, 33222-23. Property situated in Carlow, Queen's county, and Dublin, rent not raised for over forty years, not even in case of sale, 33224. Sale allowed subject to strict right of veto, 33226-28. No question of rent has arisen, rents always were paid, only one arrear this year in Carlow and Queen's county, 33230-1. Rent on Lord Howth's estate well paid, few attempts at evasion, 33233-3. Tenants appear very willing to take renewals of leases with slight increase, case in point, 33234-36. Only one ejectment on title since 1876, circumstances: of case, 33237-40. But one ejectment for non-payment of rent during same period, 33242. Considers that a County Court judge is very often not competent to settle the question brought before him, 33243-44. In favour of Government arbitration in cases of disputes. Skilled men, who would to a great extent take the place of the County Court judge, 33244-45. Tenants afraid to go into Court, expenses so great; instance showing costs of land claim, 33246-55. Is of opinion that the land Act failed in protecting small holders from liability to pay exacting rents, 33255. Considers large men can protect themselves, 33256. Suggests that it is only in the case of these small holders that the Government should interfere in the question of rent, 33278-80. His views on the right of landlords to raise rent on tenants' improvements; class of improvements that might warrant a reasonable increase, 33263-72. Has had no difficulty in regulating rents, always employs a practical farmer, with instructions not to value on tenants' improvements, but to value on the increased prices, and as he found the land naturally good or bad, 33273. Difficulty

Rochfort, William—continued.

as to what instructions should be given to Government valuers in case of State interference, 33281-82. Griffith's valuation not being uniform, would not do as a basis to calculate future rents upon, 33283-84. Is against erecting any tribunal to say what a fair rent is; considers that a fair rent can only be arrived at by mutual agreement between landlord and tenant, when both parties are in a position to contract independently, 33286. In favour of tenant purchasing their holdings, no matter how small, 33287-94. If they become insolvent could sell, farms would thus be consolidated, 33295-6. Must be done gradually, 33297. Would select cases, would appoint a Commission to carry this out, sufficient land ready to be offered for sale at a reasonable rate, 33298. Would restrict subletting and subdivision while instalments were owing, but considers this to be a diminishing danger, 33299-304. Government should advance whole purchase-money to prevent tenants borrowing at ruinous rates of interest, 33306-9. Scheme for carrying out peasant proprietorship, 33310-11. Would make arbitration compulsory, case in point, 33312, 33316. In cases of combination landlord to have power to recover rent off the barony, 33313-15. Suggests that the six months allowed to the tenant for redemption might commence with the date of the decree, and not from the taking of possession, 33316.

Hamilton, James P., Esq., Q.C., Mossville, Glenties, County Donegal, Recorder of Cork.—Dublin.

Formerly County Court judge for county Sligo, 33317. Definitions of Ulster tenant-right, 33319. Various usages on Ulster estates, 33320-21. No Chairman would admit validity of any usage introduced since Land Act, 33322. In Sligo and Cork many landlords permit tenants to sell their interest, 33324. Has made awards under 7th section of Land Act, 33325. Had hardly any land cases on the large estates in county Sligo, 33328. Has had some peculiar cases in Cork, thinks the "hard" cases have all been by landlords, whose own necessities made them press up rents, bad case in point, 33331. Particulars of case in court to register improvements by a tenant on Lord Egmont's property, 33332-39. Would raise scale of compensation for disturbance, 33340-43. Has rarely, however, given the maximum, 33344. Has had no cases of capricious evictions, nor of evictions for the purpose of unfair rent raising, 33345. County Court Judges act, in fact, as arbitrators between landlord and tenant, means employed by them for arriving at a fair decision as to rent, 33347-50. Has in some cases visited the land, gives instance, 33351. What constitutes a capricious eviction in his opinion, 33352-54. Is certain tenants are not deterred from coming into court from fear of expense, if they have any ground for a claim. 33355-59. Finds claims for improvements very extravagant as a rule, especially on the part of the tenants, 33360-62. Two instances of extravagant prices being given for tenant-right, 33364-68. Considers that if peasant proprietary were extended generally, it would ruin the country, and ultimately end in injury to the small proprietors themselves, but is in favour of enabling a man who can produce a substantial part of the purchase-money to become a proprietor, 33369-73. But if it was made universal, it would drive the gentry out of the country. Thinks from experience that the tenantry would repudiate the instalments as far as they possibly could, 33374-96. Expense of investigating title stands in way of the full operation of the Bright clauses, if that could be avoided and land valued by Government valuers, there would be many desirable and industrious men of the farming class purchasing, 33397-98. Against compelling landlords to sell, 33399. Purchase-money to be invested in trustees, 33400-403. Considers it very desirable

to enable *bona fide* substantial tenants to become purchasers, 33405. Reclamation on a large scale generally a failure, case in point, 33406-10. An industrious tenant can and does reclaim with profit. Is of opinion that the whole question consists in some mode of preventing the unfair raising of rents. Suggestions on this point, 33411. Instance of tenant refusing to go back into possession on dispute being settled by judge, preferring to get compensation for disturbance as he could not live under the landlord, 33412. In many cases they accept the rent settled by judge rather than go out, 33413-17. Considers that all the County Court judges lean, if at all, towards the tenants, 33418. Tenants, as a rule, do not complain of too high rents on the large estates, 33421. Further suggestions for an amended Land Act, 33424-39. Sees no necessity for fixity of tenure, 33440-41. But would prevent capricious evictions by putting very heavy damages on the landlord, 33442. Very few executions in proportion to the number of decrees for ejectment issued in county Sligo, the same rule applies to county Cork. Considers six months from date of the decree, allows sufficient time for redemption, 33445-50.

Roberts, George Collins, Esq., Summerhill, Enniscorthy, County Wexford, Land Agent.—Dublin.

Agent to Lord Portsmouth in county Wexford, for last thirty-seven years, 33452. Considers the Portsmouth tenant-right is advantageous to both landlord and tenant, especially perhaps to the landlord, 33461. Tenants have free sale of their interest, both in town and country, 33462. They have also the privilege of selling their interest in townparks, which are held at will, the farms generally on the estate being held by lease, 33463. Statistics of the estate, 33465-94. Farm leases are given for three lives or thirty-one years; in the town renewal leases for sixty-one years, and in some cases for good substantial buildings, costing over a certain sum—for ninety-nine years, 33496-502. Right of sale by public auction since 1822, 33503. Sale of interest in these leases allowed, 33504-6. Claim at end of lease and tenant's right to a renewal always recognised, 33507-11. In most cases of a change of tenantry a slight increase is made on the rents, 33512-16. Tenants' improvements not valued, means of ascertaining rent, 33517-22. In many cases rents have not been increased for fifty years, leases having been continued, 33523-26. Considers Griffith's valuation about one-fourth below the value of the raw material rent adjudged in this scale. Most of the tenants satisfied, 33531-35. Never had a capricious eviction, 33537. Illustration of the considerate way in which the tenants are treated, only three ejectments served and actually executed since 1868, 33543. Details of these three instances, 33543-57. List of prices of farms sold on the estate, 33559-61. System of tenant-right adopted on Lord Portsmouth's property, 33563. This system has worked well, the tenantry being prosperous and contented, rents well paid, and without any trouble, but gave 10 per cent. reduction. Has been most beneficial to the landlord, as it has done away with middemen, 33566-79. Many landlords in the district allow right of sale, 33580. Never had a case in the Land Courts, 33581. Believes a custom like Lord Portsmouth's, if established all over the county, would be beneficial, 33586. Suggestion for a tribunal to fix rents in favour of appointing assessors to aid County Court judge, 33594-604.

Ganly, Mr. James, Usher's-quay, Dublin, Cattle and Wool Salesman, &c.—Dublin.

Farms seventy-five acres in county Longford under lease from Captain Douglas, 33612-14. Considers the Act does not sufficiently protect small holdings, scale of compensation not being high enough, 33623-26. Tenants were anxious enough to take leases until the general depression of the

Garly, James—continued.

last four years, rents under lease being lower than under tenancies from year to year, 33627-30. Rents generally raised on full of lease, or change of tenancy, 33631-33. Considers the condition of a leaseholder better than that of a tenant from year to year, 33637-38. As a rule tenants make any improvements that are made, 33639-40. The depression of the last four years has stopped rent-raising, which had increased since the Act, 33641-42. The Land Act encouraged tenants to improve, 33648-49. Small tenants have no protection; compensation no equivalent for being evicted, 33650-1. Should have fixity of tenure as long as they pay their rents, 33652-3. Tenants are often forced into taking leases for thirty-one years, contracting themselves out of the Land Act, 33654-55. Bright clauses have not worked well, 33657-59. Too many restrictions and limitations, 33660. Small tenant proprietors would not be able to live, and would divide and subdivide; peasant proprietary would, in time, end in a new and worse set of landlords than the present ones, 33664-76. Much waste land that might be reclaimed, but does not think these waste lands would be adapted to a small proprietary; illustrates this, 33678-85. Suggests scheme for a Minister of Agriculture, 33685-87. At present tenants are afraid to improve for fear of their rents being raised, 33688.

Moore, Cecil, Esq., Registrar, Court of Common Pleas, The Four Courts, Dublin, Cos. Tyrone and Armagh.—Dublin.

Was for eighteen years Sessional Crown Solicitor for county Tyrone, 33691. Was also receiver under the Court of Chancery in counties Tyrone and Armagh, 33693. Was also a tenant farmer, and had, as a Solicitor, a large practice in land cases, 33693-96. Has acted professionally for both landlords and tenants in counties Fermanagh, Derry, Armagh, and Down, 33699-701. Gives list of estates he was well acquainted with, 33702-04. Tenant-right at the end of a lease was recognised to a limited extent before the Land Act of 1870, but not as a rule; was recognised on Lord Belmore's estate in Tyrone, 33706. Case of its proof in Court on Drapers Company's estate in Derry, 33707. Ulster custom extends practically over the whole province, 33708. Suggests that a tenant should be allowed to sell his farm for as much as he could get, unrestricted by office rules, whether tenant-right had hitherto existed on the estate or not, 33709. Landlord to have the right of purchase at the highest price, and to object to a purchaser as tenant, showing reasonable objection, 33710. Rent-raising may have injured tenant-right on some estates, but has certainly not on any of the large estates he is acquainted with, 33711-12. No raising of rents on the class of estates he refers to, 33715. Proposal of Lord Powerscourt to sell his Tyrone estate to the tenantry refused, the tenants on the estate would not take a thirty-one years' lease, considering they were better off as tenants from year to year, 33716-17. Further details of the sale of Lord Powerscourt's property, 33718-38. Rent was finally settled by arbitrators on what was considered a fair basis, and the estate sold on that basis, 33740-46. Great want of a proper tribunal to fix rents, 33747-48. Knows instances of tenants being badly treated; case in point, 33748-49. Suggests that a valuator should be appointed for every county in Ireland, who should hear cases, and judge what the rent should be; would give an appeal to the judge of assize if either party objected, 33754. Does not consider the County Court a fit tribunal to value land, 33755-6. Also suggests that each valuator should report to Clerk of the Peace, who should keep a book for the purpose, 33758. Rent so fixed to last at least twenty years, 33759-10. Improvements on either side should be excluded from

valuation for rent, 33761-62. As a rule tenants make the improvements, 33763. Case of a property in Tyrone being sold for forty-eight years' purchase, and in consequence the tenants have been rented on their own improvements, 33769-71. Disputes as to rent frequently settled by the Chairman, 33772-4. Thinks if disputes as to rent could be entertained in Court without notice to quit there would be a great deal of litigation, 33775. At present they are brought into Court by service of notice to quit; numerous cases of notices to quit and land claims on Lord Powerscourt's estate in dispute about rent, 33776-79. Costs in Land Court not very extravagant, valuations the chief expense, 33782-85. Costs depend very much on the amount of the claim; in case of a dismissal, each party generally pays his own costs; in a claim for £100 the costs would be about £8, 33786-88. In cases of appeal the civil bill scale of costs is used, 33789-91. Not many leases in his district, 33795. Not much change in rents since Land Act, 33797. Sale of tenant-right allows tenant more than the compensation; gives cases in point, 33799-806. Similar instance of high tenant-right on the Drapers' estate, 33808-10. A fine very seldom given on taking out lease, exception to this, 33813-15. Very little difference as regards farming between leaseholders and yearly tenancies, 33816-17. Attributes the superior prosperity of Ulster to tenant-right, 33821-25. The whole of Ulster greatly benefitted by the Land Act; would extend the Ulster custom to all Ireland, 33827-31. Considers free sale the main object, subject to the landlord's right to an increased rent at the proper time, 33831-32. If a tenant were disturbed by imposition of unduly increased rent would give him additional years' compensation for disturbance, 33833-35. Knows of a great many tenants who purchased glebe lands; so far it has turned out well, but not sure of the future working, thinks as soon as they become owners they will create a tenantry, 33842-48. Too many restrictions and limitations in case of people borrowing money from Board of Works; instances in point, 33849-51. Against forcing landlords to sell, 33853-54. If a landlord was willing to sell, considers the Board of Works would be quite safe in advancing the whole purchase-money to an industrious tenant purchasing the fee, 33855-57. In fact the Board of Works might act much more liberally and be quite safe where Ulster tenant-right exists, 33858-60. No legislation required with regard to waste lands; waste land is subject to tenancy on estates, 33874-7. Illustration in point, 33875. Does not consider that there could be any improvement in the definition of townparks in the Act—the difficulty is what is a town, and what is not, 33887-92. Suggestions for alteration of the existing law, 33898. Does not consider that the establishment of the three F's would injure landlords' interests in any way, and that, therefore, they have no claim for compensation on the State. If the legislation is a good one, sees no injustice in forcing landlords to accept it or sell, 33903-08. The extension of Ulster custom would be no injustice, as a landlord can protect himself, and generally does, by an increased rent on his own improvements, 33910-15. If a landlord wishes to remove a tenant he ought to pay a high sum for the compulsory removal, 33923. Would give landlords whose lands were let under the market value the power of appealing to the Court to raise them; considers it only their right; mentions several estates where rents might be fairly raised, 33932-37.

Townshend, C. Uniacke, Esq., 15, Molesworth-street, Dublin, Land Agent.—Dublin.

Gave evidence previously (1570) as to Griffith's valuation; further adds—that Sir R. Griffith, in 1844, in his "Outline of System of General Valuation of Ireland," states that if one-third be added to his valuation the result will give nearly the full rent

Townshend, C. Uniacke—continued.

value. Valuations not equable nor reliable, 33938-41. Tenant-right varies in value with the times; instances the estate of the Marquess of Bath in Ulster, where in 1851-4 it had ceased to exist, but has since resumed its full force, 33941-50. Shows hard dealing on creditors part; mentions instance in Ulster when the tenant-right of a farm was sold by a creditor for half the tenant-right it was worth, 33951-8. States opinion that office rules existing prior to 1870 were legalized by Land Act of 1870 as portion of the usages. The call for the three F's out of Ulster and the effort to break down office rules in Ulster have all the same object, namely, the effort on the tenant's part to obtain possession of the "unearned increment." Objects to free sale where it had not previously existed, unless coupled with compensation to the landlord. Objects to it also because it would introduce competition in its most aggravated form, depriving the incoming tenant of capital and shutting out the poor man, 33953. And because it would originate and perpetuate excessive rents, 33956-58. The proposal of fair rents and free sale means the tying up of the landlord's hands, and the transference of his freedom, and of some of his property to the tenant, and would be unjust and impolitic. Objects to valuation by the State for rent purposes, 33959-64. Objects to interference in fixing fair rents. Existing rents in Ireland are, as a rule, not competition rents. Lands would let at a much higher rent than at present if in owners' hands, 33967-83, 33986-93. Suggests change as regards County Court Judges, namely, in all land cases the substitution of Provincial for County Court Judges in order to secure uniformity of decision, 33984-5. In any future legislation regard should be had in the interests of proprietors to the enormous outlay made by them upon improvements, 33995-34000. Regarding some difficulties arising in the working of the Land Act. Improvements by landlords checked owing to risk of having to pay over again therefor, and also disturbance compensation thereupon, 34001. Difficulty when tenant dies as to who is the legal successor, 34001. Probate or administration seldom taken out by tenants. Considerable consequent loss to the State. Representation should be compulsory, 34009. Then again, the value of an estate, where there are many tenants in occupation, has been depreciated on sale owing to the action of the Land Act. As regards the use of police at evictions, has only upon two occasions in an experience of twenty-nine years had occasion to make use of their services, 34009-10. Regarding recent distress, states poverty is chronic in the West, and that the special cause of extra distress there in 1879-80 was owing to the want of employment for the migratory labourers at the harvest in England in 1879, coupled with the failure of the potato crop at home. Distress in other districts greatly exaggerated, 34011-18. Apart from the West, excessive credit previously given by bankers and traders was suddenly withdrawn causing great financial difficulty, 34019-20. Instance given in Co. Kilkenny of hard treatment of a tenant in sale of his farm by a creditor who purchased up the interest for himself at one fifth of the tenant-right value permitted on the estate, 34021-8. Estimated value of farming stock in Ireland increased 80 per cent. between 1841 and 1871, or from twenty-one to thirty-seven millions, taking scale of prices in census of 1841. Deposits in Joint Stock Banks increased from six millions in 1841 to thirty millions in 1879, 34035-8. Estimated capital of the country has, according to Dr. Neilson Hancock, increased from an average of £12 per head of the population in 1846-52 to £49 per head in 1874-75, 34039. The tonnage of the Ports of Dublin, Belfast, and Cork has doubled in twenty years from 1855-6-7 to 1875-6-7. All these symptoms of

improvement were to be found notwithstanding the allegation that the landlord system had broken down, 34041-3. Approves extension, on a well considered basis, of the Bright clauses of the Land Act where thrifty men with some means are found, and where subdivision and subletting are checked, 34047-48. Disapproves wholesale acquisition of proprietors by the State, and their effort made to sell to the occupiers. Disapproves extension of system corresponding with that carried out by the Temporalities Commissioners. Gives remarkable instance of subdivision and subletting under them. Hands in table from Mr. Shaw Lefevre's Report of Committee of 1878 showing creation of pauper proprietors by Commissioners. Lands of Ossory Hill sold at eighteen years' purchase on Griffith's valuation, and still, although sold so low, an unsold residue left which eventually had to be parted with at ten years' purchase on Griffith's valuation. This "residue" is the difficulty in such transactions, 34050-75, again 34087-34097. Improvements, drainage, building, &c., inefficiently executed by small holders as a rule. Reclamations on mountain sides carried out by them with excessive labour, frequently very well done, but as often costing as much as the fee-simple is worth, 34075-81. Gives some details of effort by the State to carry out a system of improvements on the Crown Lands of Kingwilliamstown, county Cork, where deep bog had been reclaimed with great skill and at great expense, and has now reverted to its original condition. The estate before the improvements had been worth £11,200, an expenditure of £33,000 was made upon draining, building, fencing and other reclamations, making a total of £44,200. After the famine of 1846-7 the tenants failed to pay their rents and eventually, to get rid of so embarrassing a position, the entire was sold for £14,500, being a loss to the State of some £29,700, 34081-3. Gives instance of effort made in the county Westmeath, by Mr. Fetherstonhaugh, to reclaim a large extent of deep red bog, at an expense of about £40 per Irish acre. The land has now resumed its original wild condition and is practically valueless, 34085. Upon the subject of rents in Ireland being lower than in Scotland or England quotes evidence of Sir R. Griffith before Committees (2) of the House of Commons in 1844 and 1869, in both of which he states that the rents in the parts of Scotland and North of England with which he was acquainted were 50 per cent. higher than in Ireland, 34086. Gives evidence refuting the statement made by Mr. Drew (2740), 34098-34106.

McCutchan, Rev. George, Kenmare, Co. Kerry, Protestant Clergyman.—Dublin.

Church of Ireland Incumbent of Kenmare for eleven years, 34108-9. Held house, and fourteen acres of Kenmare townparks from Lord Lansdowne at a rent of £66 odd, not glebe, but usually held by clergyman, 34110-3. Believes that, owing to Parliamentary election quarrel with agent, Mr. Trench, he received agreement to sign, excluding himself from Land Act; refused to sign; evicted; brought claim under Land Act; disallowed, 34116-36. Distress worse than usual last year amongst Lord Lansdowne's small tenants, 34137-42; 34165; 34169. Agent not on Relief Committee; he considered distress not exceptional, 34143-6; 34163. Secretary of Dublin Committee came down, and reported existence of acute distress in May, 1880, 34146-51. Dublin ejection great grievance with small farmers, might as well take the land from them at once, 34196-8. Poverty is not due to excessive rents, 34202. Fixed rent would be immense advantage to people; make them feel independent of will of another; now in abject terror of agent, whom they must consult about every act of their life; people in a degraded state, 34203-4; 34255-7. No fishing now, 34214. Are industrious, but no work to be done in winter; winter work an immense

M^cCutchan, Rev. George—continued.

boon, but seems impracticable, 34228-9; 34211. Kerry roads good, 34231. Land not capable of much greater profitable drainage, 34231-2. Population perhaps too thick, 34236. Poverty partly caused by too small farms, 34237. Debt, too much credit, and sudden withdrawal of it, 34238; 34180. The utter failure of crops, 34238. In good years people a point above starvation; a point below in bad, 34241-3. Disapproves of forced emigration; would be for welfare of people if one-third of people in families would emigrate, or better still move to rich lands of Limerick and Meath, 34249-51; 34186-91. Peasant proprietary scheme not advantageous for those in distress; disapproves of compulsory expropriation of landlords; would, to develop thrift, give tenants facilities of purchasing, 34252-5.

Roche, Mr. John, Clearystown, Co. Wexford, Tenant Farmer.—Dublin.

Deputed by County Wexford Independent Club to give evidence, 34260. Has ninety-nine years lease; majority of tenants have some kind of lease; landlords anxious to give leases since Land Act; half county cess generally added; in many cases covenants not to claim under Land Act, 34263-71. Rents too high; industrious men cannot pay their way; undertook to pay rent beyond their means; competition partly cause, 34272-6. Not much rent raising in last ten years, 34277. People satisfied with Chairman's decision, but not satisfied to leave their holdings, 34279-82. Over-renting on Westby Nunn Estate, 34283. Captain Harvey a good landlord, 34290. Irish tenantry would prosper with three F's, 34291. Tenement valuation high enough for rent of most Wexford land; in case of dispute a third party should decide; this would satisfy all but extreme persons, 34293-4. Majority of tenants don't want peasant proprietary unless landlords wish to sell, and facilities for purchasing given. Would be sorry to get all landlords out of country; wish to make the bad like the good, 34295-9. Purchasers of Church lands doing well; not as well off as in good times, but not made worse, 34300-4. Case of confiscation of improvements at expiration of lease on non-agricultural holding by landlord, 34305-7. Tenants make the improvements; would do more with security, 34308-10. Landlord ought to have a voice as to subdivision, 34312, and as to incoming tenant on sale of interest the right of reasonable objection, 34313-6. Most holdings include county roads, 34318. Very little reclaimable land in district that would pay, 34324-7. Cess and taxes are about 4s. an acre, 34328. Cut away bog at Rochestown, reclaimed by tenants, 34332-7. Not much drainage or Board of Works loans; not much poverty, 34338-9. Not much fishing, 34344. Labourers better off than many farmers, 34346-53. Crops fair this year; prices not very good, 34354.

M^cMahon, Mr. John, Ballyroan, Queen's County, Tenant Farmer.—Dublin.

Held as yearly tenant under Mr. Sibthorpe of Dublin, thirty acres, at £60. In 1877, served with notice to quit, unless he took thirty-one years' lease, at rent of £75; being embarrassed obliged to consent. Paid a year's rent for goodwill in 1858, and improved and drained, 34360-4. Covenants in lease against claiming for past or future improvements, 34361. Power to landlord to re-enter in case of bankruptcy, 34365. Penalty of £10 an acre for tilling, and fine also for selling hay, 34373. In November 1879, asked for abatement, and was told he might surrender; offered to do so for some compensation, and was refused, 34732-6. Held since 1847, sixteen acres, from Lord Portarlington, at £50 10s.; tenement valuation, £21 15s. John Edge, purchased in courts in 1857, and raised rent to £47 10s., and again to £48 3s. Witness paid seven or eight years' purchase for goodwill, 34377-

80. Got an attorney's letter for a half year's rent, December, 1879, 34382. Got no abatement, 34387. Landlord always terrifying tenants by saying he was offered more for land, 34387. Could not have kept on only for private house property; obliged to sell three years ago, 34394. Archbishop Trench, Lady Norbury, and Lord De Vesci, generous landlords; new purchaser, after John Rafter, hard; Rafter bought very dear, 34398. Approves of three F's to encourage improvement and prevent disputes, 34400-1. Public notice of sale of goodwill ought to be given for protection of lenders on that security, 34401. Position at present of three-fifths of tenants critical if landlords were to use their powers, 34402.

Bagwell, Richard, esq., Innisloman, Clonmel, Cos. Tipperary and Waterford, Landlord's son.—Dublin.

Father owns 3,800 acres, in Tipperary and Waterford. Tenancies at will with option of thirty-one years' leases; not sought for; no stringent covenants; tenants fear rise of rent at end of lease, and prefer trusting landlord in yearly tenancy, 34405-10. Very few rises of rents of yearly tenants for last forty years, 34411. Sale of goodwill allowed, subject to veto, never exercised, by landlord, 34411-2. Land fairly improved by tenants; houses mostly built by tenants; timber and slates given by landlord, 34413-6. Land Act has checked not stopped his father's improvements; not same temptation to improve as when one felt it was done to one's own land, 34417-8. Not much drainage to be done, 34419. Approves of three F's, 34422-9. Handed in suggestions for Bill on above basis, 34430. To apply to existing and future tenancies with exceptions, 34431-2. Waste by tenants or deterioration not likely to occur with free sale, 34436-8. Succession to tenancy upon death, a matter for lawyers to arrange, but subdivision should be guarded against, 34439-46.

Dowling, Mr. Thomas, Kildreenan, Co. Wicklow, Tenant Farmer.—Dublin.

Holds about 120 acres from Lord Fitzwilliam, 34452. Fixity of tenure necessary, and ought to be secured by uniform scale of compensation for disturbance or otherwise, except in cases of non-payment of fair rent or subdivision, 34455-63. Knows four or five cases in county Wicklow, where landlords ejected and got more for land, 34470-5. No personal complaint, 34479. Has confidence in Chairman, but in many cases he has not knowledge enough of land to decide, 34480-9. By varying amount of rent landlord can bar claim for improvements made before date of variation; so decided in *Bagley v. Marquess of Downshire*, 34490-1. Does not much approve of interference with right of contract; security for improvements wanted; before raising rent landlord ought to prove to a court that his expenditure or some special circumstance, not the work of the tenant, increased value of holding, 34492. Not personally aware of any evictions last year, 34496. Thinks that decision in *Pratt v. Sweetman* ought to be upset, by which surface improvement from artificially fed cattle was excluded from compensation, 34497-34503. Sale of goodwill common on Fitzwilliam estate thirty-five years ago; curtailed; abolished by present Lord Fitzwilliam, 34504-8. Witness made many statements about general expenditure and management of Fitzwilliam estate, but eventually said he knew very little, except as an outsider, 34509-39. Lord Fitzwilliam has caused dissatisfaction by introduction of English customs, 34540. Forty years ago a family, favoured by office, held forty acres; now hold thousands, 34540-1. Case of purchaser of goodwill not allowed to sell, 34542-8. Tenant's improvements should continue his while they exist, 34549. Is in favour of three F's, and thinks they would satisfy the people, 34550-1.

Chichester, Colonel C. Raleigh, Runnamoat, Co. Roscommon, Land Agent.—*Dublin*.

Manages 1,500 acres, 34,556. Sale of interest not recognised in county Roscommon, as far as he knows, 34555. Land Act has stimulated evictions; made tenants unreasonable, 33557. Two instances of land claims, 34558–61. Tenants since Land Act unwilling to take less than sixty-one years' lease, 34562–3. Tenement valuation, no index to value; not uniform, 34564–7. Land Act has not affected raising of rent, 34568. Disapproves of Land Act; section three destroys contract, and is cause of present agitation, 34569, 34593–8. Peasant proprietary should not be directly stimulated; would approve of cheapening and facilitating transfer; not for small occupants; State ought not to lend money, 34570–5, 34616. Disapproves of fixing rent; contract ought to be absolutely free; any measure to the contrary ought to be only temporary; denies that present tenants are not free parties; no parties absolutely unfettered by external conditions, 34576–7. Describes condition of part of Belgium, and mode by which agitation analogous to present was suppressed there before 1850, 34578–92. Would not repeal Land Act, for tenants have acquired rights under it; section three deemed equivalent to thirty-one years' lease; would convert all yearly tenancies into such leases, at end of which freedom of contract would exist; would then deal with breaches as offences against State; rent in leases to be fixed by Chairman; as means towards freedom of contract would give landlords facilities for purchasing tenants' improvements; where a landlord ("good" i.e., "soft") has not exercised power over estate for fifty years, would deem circumstances of estate permanent; acquired tenant-right should not be confiscated, 34599–34608. Want of capital the great difficulty, 34609–14. Would repeal law of primogeniture and entail, 34615. Easy to reclaim land, but not at a profit, 34617. Has spent £7,000 on land in own hands, but not sure that profit has been made, 34617–24.

Caruth, Mr. Alexander, Ballymena, Co. Antrim, Solicitor.—*Dublin*.

Encroachment upon tenant-right exists by limiting amount of purchase-money; instances, 34627–36, 34640–2, 34666. Another encroachment, raising of rent on purchaser, 34637–9, 34643–5, 34674. Leases decreased since Land Act, owing to difficulty of establishing existence of tenant-right at end of lease and to feeling that tenant under Land Act is better off, 34646–9. Method of regulating rents in case of dispute necessary; instance where valuator appointed by county court judge fixed rents to satisfaction of landlord and tenant; valuator's expenses paid jointly, 34650–65. Tenant-right fetches from £10 to £25 an acre, 34669. Has acted for tenants purchasing under Land Act; cases were plain, except in a case of subdivision; would not prevent subdivision, although thinking that holdings under twenty-five acres are undesirable; subdivision rectifies itself; where even very small holdings in fee exist, people are quiet and law-abiding; would take no precautions against subdivision as regards peasant proprietary; in Gage's estate, some tenants had agreed to purchase at twenty-six years; an offer of twenty-nine years made for estate in one lot; tenants bid twenty-nine for holdings, but estate sold in one lot; tenants spent in costs £40 for nothing, 34676–34723.

La Touche, Francis, esq., Dromahair, Cos. Leitrim, Waterford, Tipperary, and Sligo, Agent.—*Dublin*.

Agent for George Lane Fox; 19,000 acres; rental, £8,440; tenement valuation, £7,557; number of tenants, 785; under £10, 498; rents not raised since 1845; also for Lord Massey, 24,880 acres; rental, £6,662; tenement valuation, £6,270; number

of tenants, 810; rents not raised for thirty-five years, except on falling in of leases, 24725–9. Much expended by landlords in improvements' details, 34,730–9. Free sale subject to landlords' approval allowed on Lane Fox and Massey, county Leitrim, estates; scarcely any on Lane Fox, county Waterford, estate. Once refused to sanction sale at fifty-one years' purchase in Tipperary; rent, 10s. below tenement valuation; five acres at £4 10s.; seller got the money; purchaser allowed to remain under protest, 34740–5. Very few evictions; nearly all for non-payment; cases, 34752–60. Rents very badly paid this year; fifteen per cent. abatement given last year; some offered this year provided rents not reduced thereby below tenement valuation, thirty years' abatement asked by tenants, 34761–8. Owns a small property himself near Sligo; contradicted statements made by his tenant Hart; details, 34769–89. Properties he is agent for are all owned by absentees; tenants on the whole well off, 34,793–4.

Lewin, Frederick Thomas, esq., Cloghans, county Mayo, Landowner.—*Dublin*.

Owns 2,130 acres, between Ballinrobe and Tuam, 34795, 34805. Tenants practically have fixity of tenure, owing to Land Act Compensation for Disturbance; would leave landlords some power to remove objectionable tenants, 34795–7. No case of eviction came under his notice since Land Act, 34798. Fixing rents very well in theory but impracticable; instance; would not allow landlord to raise rent without proving that increased value was produced otherwise than by tenant; would leave rent question alone, trusting to Bright clauses acting as safety valve; recurring valuations most injurious, lead to litigation and injustice; if tenant impoverishes land is landlord to suffer, 34798, 34803. Not as much difficulty in collecting rents as others have had; lives in disturbed district, but not much outrage in immediate neighbourhood; landlords not enforcing their rights; tenants generally have the rents, 34804–9. Many Mayo and Galway tenants could not live on holdings rent free; hitherto have starved, knocked about, and worked in England, 34810–3. Voluntary purchase of good land and transfer of surplus population, together with reclamation plan would relieve pressure; much mountain land could be reclaimed, but bog can only be done profitably by surrounding occupiers, 34815–8, 34826–34840. Rents of grazing farms always higher than agricultural in regard to tenement valuation; it would be injurious to break up such grass lands, 34819–22. Approves of assisted, not forced, emigration; whole families, &c., 34823–8. Tenement valuation no test of value; instances, 34840. Conditionally approves of sale of goodwill, 34840–1.

Neligan, John Chute, esq., q.c., Tralee, County Court Judge.—*Dublin*.

County Court Judge for Westmeath, King's County, Longford, and Meath; sat formerly in Leitrim and Louth since 1870, 34842–4. Three kinds of ejectment, (1) for non-payment, (2) on the title, (3) where different members of same family claim to be tenant; vast majority are for non-payment; a great number of kind (3), owing to administration not being taken out at death of tenant; comparatively few ejectments on the title; less of late years; all at last sessions brought by farmers against overholding labourers, 34845–64. Details of land claim *Collis v. Martley*, contradicting evidence given by Mr. James Everitt (*see 2525 et seq.*), 34866–71. Land Act does not authorize payment to tenant of full expenditure for permanent improvements without regard to length of enjoyment of them, 34873. Land claims exceptional on large estates, 34874. Suggests repeal of fourth paragraph of third section of Land Act, 34875–7. Approves of free sale, subject to reasonable veto of

Neligan, John Chute, q.c.—continued.

landlord; reasonableness to be subject to decision of County Court, 34878. Would allow sale of interest upon notice of ejectment for non-payment, 34878, 34907-11. Would put no limit on amount of price, 34879-81, 34883-5. Six months for redemption ought to be before not after eviction, 34882. Inferior courts ought to be given summary powers for punishing forcible reinstating of tenants, 34885-7. Present scale of compensation for disturbance not sufficiently large to bring about fixity of tenure; suggestions as to increasing scale, 34887-95, 34899-34901. Claims for improvements often extravagant; costs might be refused, 34896-8. Practice under 18th sec. requires full setting forth of grounds relied on, 34904-6. Loans under sec. 42 ought to be made on easier terms to landlords, 34915-8. Official staff of County Courts ought to be increased, 34921-2. County Court not fit to fix rent, unless with aid of practical assessor, 34922-8.

Orr, Gawin, esq., Ballylesson, Lisburn, Co. Down, Surgeon and Tenant Farmer.—Dublin.

Holds 20 acres from C. Dunlop; tenant-right purchased by father in 1832; rent not raised since, 34929-40. Rents increased on Mr. Batt's estate in 1878, on Mr. Irvine's estate within five years, and on Mr. Keown Boyd's estate, 34941-52. Tenant-right eaten away by raising of rents, 34956. Tenants make most of improvements, 34963-6. Case of arbitrary eviction on Sir T. Bateson's estate, 34968. Land Act beneficial to tenants, but grievance remains that landlords can raise rent; tenants not free parties, 34970-9. In fixing rents, would start with year 1800; if landlord could show improvements made by him since that, would allow him fair compensation; in case of dispute, a public officer might decide, 34980-9. Mentioned purchasers under Church Act who are doing well, 34990-2. General peasant proprietary impracticable; Government should buy from landlords who wish to sell, and sell to tenants, 34993-6. Conflicting statements as to rents of Drumbo, 34997, 35004. In consequence of electioneering and political matters, services of witness as surgeon were discontinued; other instance of undue political influence, 35005-12. Handed in resolutions of Newtownbreda Tenant-Farmers' Association, 35112-4.

Anderson, Mr. James, Lissowen, Saintfield, Co. Down, Tenant Farmer.—Dublin.

Holds by leases 100 acres from J. C. Price, 35013-9. Rents not increased on yearly tenants of estate except on sale of good-will; every shilling on rent reduces tenant-right by £1, 35020-5. Rents sometimes raised too high, 35026-7. Prices of farm produce gone down; cattle trade good until American competition, 35031-53. There ought to be fair rents and fixity of tenure, 35054-8. Complaints of amount of local taxes and tithes, also of agent's fees and charges for obsolete courts-leet, 35058-79.

Oswald, Mr. Andrew S., Saintfield, Co. Down, Tenant Farmer.—Dublin.

Case of purchaser under Church Act doing well, 35080-5. Mentioned case where County Court Judge satisfactorily fixed rent, 35101. Complaints of cost of transfer of land, 35102.

Ventry, Lord, Dingle, County Kerry, Landowner.—Dublin.

Owens 90,000 acres; valuation, £9,025; rental, £11,117, 35115 and 35120. Tenants very poor; partly migratory labourers; building even cheapest kind of cottages would cost fee-simple value of estate, 35116-8. Some deep bog improvable, but turbary useful now, 35119-20. Comparison between rent and valuation to show latter no test of former, 35120-34. To satisfy those who urge that tenants have not freedom of contract, would institute statu-

table agreements, 35134. Suggests that Government should, where landlords are willing, accept land in lieu of purchase-money for merging of quit-rent and tithe-rentcharge, 35135-9. Land Act was misleading and disappointing to tenants, 35140-1. Free sale of good-will, with limit of price short of fee-simple value, ought to settle all difficulties; rents would soon settle themselves; landlord ought to have right of pre-emption, but, if he wish to sell, be obliged to do so without profit, although it seems as injurious to the public that tenant should make a profit as landlord, 35141-50. There ought to be no interference with rent, except where landlord seeks to raise it; for free sale gives tenant his remedy, 35151-8. Does not recognise tenant-right on his estate, but has allowed money to pass, incoming tenant contracting himself out of sec. 3, 35159-62. Never had a land case, 35163. Some evictions for non-payment; hardly any on the title, 35165-8. County Court system not uniform in results; would be worse but for Court of Appeal, 35169-70. Since 1869 has spent in improvements on estate £23,237 in manner detailed, 35171. £4,000 borrowed from Board of Works; has not yet decided whether tenants shall be charged interest, 35172. Has also spent in rebuilding residence and on home farm £19,000, 35172.

Mac Dermot, The, q.c., Fitzwilliam-place, Dublin, Cos. Mayo and Sligo, Landowner.—Dublin.

Contradicts statements made by a previous witness with reference to treatment of tenants, and also statements of Mr. Daly, of Castlebar, 35174-8. Since 1870 bought land worth £30,000 in Land Court; never raised rents; offered leases for ever, but tenants did not care for them, 35179-81. Agitation has completely changed tenants; few pay now, 35183. Is in favour of reform of land laws, 35183.

Browne, George R., esq., Cahirdoon, Listowel, Co. Kerry, Land Agent.—Dublin.

Collects an annual rental of about £11,000, 35187. Including Wilson, Jun., estate of about 8,000 acres, held under Trinity College, 35188-9. Considers more security ought to be given for improvements; the tenure a perpetuity lease; rent regulated by prices; would like a fixed rent, 35190-35200. The three F's a basis for fair settlement, 35201. Griffith's valuation not a fair test for rent, 35201. Would disapprove of any Government valuation as a basis for rent, 35201. Rebuts statement of Rev. Mr. Moynihan, p.p., as to John Fahy's case, 35202-28. Value of a "cow's grass" varies as to quality of land, 35229-31. Approves of free sale, subject to reasonable objection of landlord, 35233. Landlord ought to be compensated where tenant-right is introduced, 35235. Would give limited owners power to make fee-farm grants, 35235. Facilities for peasant proprietary ought to be given, with checks against subdivision, 35236. Labourers ought to have lots of ground for themselves; has accomplished this on one estate, 35237-8. Corporate bodies ought to be obliged to sell, 35244. The case of the property under Trinity College is, rent cannot be raised except according to prices, right of free sale allowed, and a perpetuity exists. Perpetuity at fixed rent wished for by tenant, as giving more inducement for improving. As regards tenants being satisfied with fixity of tenure, free sale, and fair (not fixed) rents, has no great expectation that some tenants will be satisfied at anything, 35246-8.

Vernon, John E., esq., Wilton-place, Dublin, Land Agent.—Dublin.

Manages estates situate in different parts of Ireland, annual rent of which is £90,000, 35249-52. Different systems exist; uniformity desirable, 35252-3. Tenant-right system works

Vernon, John E., J.P.—continued.

fairly well; districts better with than without it in spite of economical objections; would take it as a basis, excluding grazing farms, 35254-62, 35267, 35294, 35300. Particulars of improvements made on estates where witness is agent, 35263-6. Improvements made by tenants on faith of tenant-right; on other estates not unless landlord contributes; improvements on tenant-right estates diminished by increases of rent at sale; such a rule bad; exists on small, not on large estates, to knowledge of witness, 35267-73, 35287-91. Particulars of expenditure on several estates, 35274-9. Explains and contradicts evidence of Mr. Meares Kelly, 35280-6. Disapproves of limiting amount of purchase-money for tenant-right, but would not allow sale by auction, because producing fictitious prices, 35292-9, 35317-29. Mr. Cowan's argument as to unrestricted rents and unrestricted sale of tenant-right, 25,300-16. In new legislation lines of Land Act should be followed; tenant-right should be defined (definition given) and extended; would be against subdivision or subletting; would give landlord right of pre-emption, 35330-44. Would abolish right of distress, 35344-7. Tenant should be debarred from contracting himself out of past liability to local taxes, 35348-50. As regards question of rent believes a man cannot be prevented from getting what he can get, but extraneous aid can be refused by State for recovery; would amend and apply 9th section to all holdings under £100 a year; would substitute word "unreasonable" for "exorbitant"; would add practical assessor to County Court; right of appeal on law points to assizes, or both law and fact together to a Land Commission, 35350-9. Establishment of a Land Commission necessary; describes nature of it, 35359. Would vary 12th section by substituting £100 for £50, 35359-63. A new general valuation ought to be made, 35363-8, 35380, 35386-99, 35405-10. Tenant ought to have power to claim from landlord a perpetuity at valuation, paying for it upon a certain scale—a higher estate for a certain price—as in Church Temporalities Act of 1833; would have no periodical revaluations, 35368-80, 35463-80. In cases of "unreasonable" rent, if not abolished by amended 9th section, would give Land Commission power to deal with it, 35380-5. For tenants' perpetuity purchases would approve of part loans by State, 35400-4. Interests of reversioners and others to be protected by Land Commission, 35411-4. Local registries ought to be established, 35414. In sales of fee-simple to tenants, tenants ought not to be charged stamp duty where Land Commission bought landlord's estate in Land Court, 35414. Lands in Conveyances ought to be mapped, 35414. Loans to facilitate formation of peasant proprietary ought not to be made from Consolidated Fund, which would be an absentee landlord, but ought to be raised on debentures in Ireland; £10,000,000 could be raised; bondholders would be interested in peace of the country, 35422-35. Proposed Land Commission should exercise discretion in purchasing estates; the question of residues unsold to occupiers a difficulty that would soon cure itself, 35436-8. As annual repayments would form a continuing fund not so much capital requisite as at first sight would appear, 35439-41. Proposed Commission should not have charge of land improvements, 35442-3. Should not take the place of Land Court; landlord's title should be cleared in Land Court, conveyed to, and resold to the occupiers by Commission, 35444-7. Amount of purchase-money should include all costs, 35448. Repayments should be spread over from thirty-two to forty-five years, 35451-62. On the whole purchasers of Church lands are doing well, 35481-2. Facilities for formation of peasant proprietary ought to be given, but the two elements (landlord and tenant) ought still to exist in country; landlords ought not to be forced to sell, 35483-5.

Walsh, Very Rev. William J., D.D., President of Maynooth College, Co. Kildare.—Dublin.

President of St. Patrick's College. College Trustees held a farm of 134 acres from year to year from Duke of Leinster. Tenancy began in 1849 at rent of £295; raised in 1867 to £300; in 1877 £400 demanded after College had built upon and improved farm greatly; College demurred, and soon after £470 demanded according to a valuation of a "public valuator," a tenant of the Duke, who valued without communicating with or being accompanied by any representative of the College. The Duke offered to take £400 a year provided the Trustees signed "Leinster Lease"; Trustees refused, as signing such a document would put them in a false position. Ultimate result was eviction, 35486-35501. Further details as to this dispute, 35501-4. Resolution passed by Trustees in 1879, withdrawing their offer, on account of agricultural depression, but were willing to continue as yearly tenants at rent hitherto paid, 35505. Tenants complain of these leases, 35506. Are completely at the Duke's mercy, 35509-13. Trustees brought a land claim of £1,300 for improvements; were advised they had no claim for disturbance; case settled out of Court, by Trustees taking £1,000, 35514-18. Objects to principle adopted by the Duke when fixing rent—taking the actual value of the land without making any allowance for tenants' improvements; considers the tenement valuation no guide to what rent should be, being made in same way, 35518-19. Some clauses in Leinster lease most unfair to tenants, viz., right of landlord to re-enter if rent be not paid twenty-one days after due; 35522-23. Clause debarring tenant from compensation for improvements except made with written consent, 35523. Improvements generally made by the tenants, in some case main drainage and works of that sort by the Duke, in cases where money is borrowed for this purpose the annuity is treated as an addition to the rent for ever, 35524. Town parks held under lease from year to year, terminable at a month's notice, with strict clauses against breaking up any of the land, 35524-25, 35528. No compensation for disturbance in case of town parks, 35527. Unequal valuation of lands, heavy losses on each three years' crops, 35528-32. Tenants should not be allowed to contract themselves out of the Land Act no matter what their valuation may be, 35534-36. Tenants have little freedom of contract, must either accept landlord's terms or go, 35536-37. The Trustees were willing to pay the increased rent, but objected to sign the lease on principle, the Act being excluded by it, in every possible way; for instance, tenants must pay entire county cess, 35538-39. Tenants from Maynooth district could give a good deal of evidence, but are too much afraid, 35539. On the Trustees being evicted the farm was given to the principal witness for the Duke at the trial, who has been obliged to sign the Leinster lease, 35540-41. Instance where the Duke interfered to prevent a tenant purchasing under the Church Act, 35543-45. In one case tenant bought, in spite of the influence used, and is now a proprietor, 35546. This case of the Trustees is the only one in which the signing of the Leinster lease was successfully resisted, 35547.

Cassidy, Anthony, Esq., Enniskillen, Cos. Fermanagh, and Tyrone, Land Owner, and Tobacco Manufacturer.—Dublin.

Bought a property in Fermanagh about five years ago; has about thirty tenants, 35550-2. After the purchase offered all the tenants leases for ever, 35553. Tenant-right did not exist, 35554. Tenants seem prosperous, as they more or less worked at the pottery, 35556. Many of them took leases for 999 years to avoid heavy law expenses; others would not take a lease, not caring to pay for them, 35557-9. Office rules and restrictions a great

Cassidy, Anthony—continued.

grievance, 35560. Free sale should be allowed, and some competent tribunal established to fix rents, 35561-2. The three F's would satisfy all, 35563-5. Asked no fine on giving leases; denial of tenant-right; and office rules have worked great mischief. No tenant-right in Fermanagh, except what the agent chooses to allow; instances in point. Landlords, for their own interest, ought to give fixity of tenure, or long leases, without clauses, at fair rents, 35566. Is quite satisfied with the result of what he has done, 35567-8.

Johnston, St. George, esq., Rathcline, Lanesborough, Cos. Leitrim and Longford, Land Agent and Farmer.—Dublin.

Holds 1,132 acres from Lord Annaly, 35570-71. Is agent to his brother's estate of 50,000 acres, 35622-24. Recent bad seasons have made farming unprofitable, and in consequence farmers are largely in debt, 35572-74. Explains tenant-right practice existing on estate he manages in Leitrim, 35575-79, 35582-84. Difficulty as to tenant-right in case of intestates, 35580-81. Endeavours to consolidate farms, 35585-87. Decline and disappearance of handloom weaving among small farmers, 35588-94. Case of subdivision and sale of their interests by perpetuity leaseholders near Ballyshannon, 35595-615. Land Act has failed to protect tenants against excessive rents; instance of rent-raising and discontent on Lord Annaly's property, 35616-19. No freedom of contract between landlord and tenant; tenant should have power to call in public valuator, and have appeal to Court, 35620-21. Is a large employer of labour; has increased wages from 7*d.* to 1*s.* 3*d.* a day; bad economy of low wages; willingness to work of men who are well paid and well treated, 35624-31. Labourers are scarce, and better off than formerly, 35632. Condition, wages, and position of labourers; necessity for farmers having them under their control, 35633-36. Injustice of ejection for non-payment of rent without compensation for improvements, 35638-39. Instance of tenant asking to be reinstalled in land which he had left in 1854, 35640-41, 35643. Inconvenience of rundale, and measures taken to abolish it, 35642. Contradicts supposed statement of Mr. Bright's as to frequent and vexatious raising of rents by Irish landlords, 35643-50. Tendency to subdivision, and necessity for preventing it, and enabling landlord to control the sale and division of farms, 35651-55.

Irvine, Colonel J. G., Killydeen, County Fermanagh, Land Owner.—Dublin.

Owens about 15,000 acres, 12,000 of which are in county Fermanagh, 35657-8. There is no tenant-right on the property. When a tenant is leaving he gets permission to sell, but not as a right, 35659-62. Leases very common before the Land Act, not so much since, 35663. No clauses in leases in his district; contracting tenants out of the Land Act; no change made in leases since it was passed, but still refused by tenants, who prefer having no leases, 35663-6. On termination of lease, if land is found to be let too low, it is revalued, and a new rent put on, 35667. Some very old leases on the property, with clauses against subletting, and compelling the tenant to make improvements, and in some cases allowing 4*s.* or 5*s.* an acre off the rent for these improvements, 35668-9. An old lease of seventy-five years expired last year, the increase in rent was about fifty per cent., 35671-72. One case came before County Court judge, who took for granted the house had been built by the tenant, although no one could prove it, 35673. Thinks some improvement may have been made in the case of the lease for seventy-five years, 35674. On one townland, which had been let on very old leases, tenants very unthrifty, not on a new letting being made, changed altogether, thinks the cause of this was being rented so low they

were not obliged to work, 35676-82, 35685-92. Tenants have no doubt that they will be left in occupation at end of lease, not know that the rent will be raised, 35683-5. No tenant-right on the property, 35691, 35754-54. Borrowed from Board of Works for improvements, put increase on tenants for drainage and buildings, but not for roads, 35693-6. Minor improvements done by tenants, 35697. Most of the improvements in the district made by tenants with a little assistance from the landlords, 35698. On revaluing a farm, always discusses the matter with the tenant, has had no difficulty in settling rent, 35699-702. Few evictions, and only for non-payment, 35703-05. In favour of peasant proprietary, if subletting prevented, 35706-35713. Some purchasers under Church Act in his district came and asked him to purchase their holdings from them, which he did, and then gave them leases; thinks they got into difficulties from having borrowed the purchase-money at high rates of interest, 35707-11. Others of them he thinks are getting on fairly well, 35712. In a few cases where there were very long leases permission was given to sublet among members of families, 35714-15. Compulsory power should be given to purchase head rents, properties should be freed to a great extent from entail so as to enable them to come into the market, 35716-18. Would provide for the purchase by a system of debentures, 35719. A tenant should not be disturbed as long as he pays his rent; in case of any dispute considers the County Court judge can settle it, and the present law in that respect sufficient, 35721-29. Illustration, 35730. Against free sale, would give landlord a veto, 35731. In case of leases allows sale of unexhausted improvements, but not interest otherwise, 35732-6. Griffith's valuation an unfair one, speaks from experience, 35737-39, 35744-5. Has granted reclaimed bog to the tenants for five years rent free for the purpose of improvement, they are glad to take it, 35740-3. Has spent £32,000 in improvements during the last thirty years, 35745-6. About a dozen cases in Land Court since the Land Act, 35747. Considers County Court Judges Act as fairly as possible, but has heard complaints from both landlords and tenants, 35748-52. Freedom of contract between landlord and tenant ought not to be interfered with, 35753.

Keane, Marcus, esq., Beechpark, Ennis, Co. Clare, Land Agent.—Dublin.

Is an agent managing 100,000 acres in county Clare, on which farms are usually small, 35759-62. Is in favour of perpetual tenures at fixed rents, 35763-65, 35792-93. Danger of peasant proprietors subdividing and letting their farms, 35766-68, 35802. Great tendency to subletting and subdivision, and difficulty of detecting it, 35769-71, 35802-09. Landlords' power has been injuriously interfered with; distress should be abolished; law as to execution of ejections should be amended, 35772-77. Want of security prevents improvements; case of tenants purchasing their farms on Conyngham estate who considered their improvements had increased, price paid by them, 35778-89. Instance of outlay by tenants leading to increased rents, 35790-91. Government valuation incorrect; necessity for revaluation before fixing perpetuity rents; instances of incorrectness and unevenness of present valuation, and difficulty of getting a just valuation, 35794-95, 35798-801. Refusal of tenants to pay rents above the Government valuation, 35796-97. Meadow lands and grazing farms should be excepted from perpetuity scheme, 35810, 35821. Perpetual tenancies should be registered in office of Clerk of the Peace, and noted on Ordnance Survey Maps, 35811. Improvement loans to perpetuity tenants would be badly secured if rent was the full value, and would injure landlord's security if interest on them had priority of rent, 35812-18. Term of notices to quit should be three years, and they

Keane, Marcus—continued.

should be subject to £1 stamp, 35819-20. Perpetuity scheme should only apply to residential farms, 35823-24.

Marum, Mulhallen, esq., M.P., Co. Kilkenny.—Dublin.

Attended with several others to give evidence as to the relations between landlord and tenant, especially in county Kilkenny, 35845-26. The origin of Ulster tenant-right, 35827-31. Notwithstanding the Land Act there has been rack-renting and eviction; a case of confiscation, 35831-9, 35844-47. Instance of rack-renting, 35839-41. Tenants over £50 obliged to contract themselves out of all claim for compensation under Land Act, 35842. Large tenants require protection as well as small ones, 35843. Rack-renting on Mr. Humphery's, of Ballybay, estate, and increases of rent under pain of ejection; instances of this; case of William Tyndall and others, 35847-59. Further instances on Mr. Hely's property; case of a tenant named Moore, 35861-62. Attempted rent-raising on Mr. Hackett's property; agent resigned in consequence, 35863-65. Rent-raising and evictions on Mr. Esmond's estate; farms still untenanted, 35866-67. One tenant named Dwyer had to leave, rent so high, 35868-9. Remarkable case on same estate of a tenant called Price, 35870-72. In all these cases all the improvements were made by the tenants, 35873. Great necessity for a disturbance bill; case in point on Mr. Swan's property, of a man named Sherman, 35876-82. Tenants sunk in debt to banks and shopkeepers; the present crisis must have come sooner or later, the bad times only accelerated it, 35886. Illustrations in point, 35887-88. Hard case of rent-raising and eviction since Land Act, of Malachi Kelly, a tenant on Sir Erasmus Burrowes' estate, he having sunk a good deal of money in improvements; farm now unlet landlord managing it himself, 35892-35905. Instance of leasehold tenant-right, 35905. Griffith's valuation as a test of rent; letter of J. Ball Greene, esq., Commissioner of Valuation, 35906-7. Considers Griffith's valuation to be too high all round, not in the pound, that it is not the letting value, but having regard to the interest of the tenant in the property, 35907-8. Would apply Griffith's valuation generally and make the variation from it the exception, 35916-21. If landlord and tenant cannot agree as to the rent of a particular holding, has no objection to the question being decided by a third party, independent of both, 35924. Draws distinction between valuation of land and valuation of rents, would say valued rents and free sale, 35925-6. Valued rents would not raise the question of improvements at all, the first valuation would do that, 35926-7. Considers the present rental of Ireland too high, 35928. Difficulty in a re-valuation would be to distinguish between the property and the improvements of the tenant, 35933. Valuers should be instructed how to act, revaluation a necessity in order to have the initial rent, would let periodic valuations fluctuate according to produce, 35937-8. A commission that the people had confidence in, would be of great advantage, 35939-40. The Land Act involved very little litigation, if there was a commission instituted on a proper basis there would be an equally small per centage, 35941-2. Free sale beneficial, 35944. Would not force a landlord to sell, but would give assistance to a thrifty man to buy. Money must be advanced at low interest to extend over a great number of years, or nothing can be done, people so much in debt, 35945-53. Money should be advanced in such a way as not to make the annual payment more than the rental, 35954. Landed Estates Court has done harm by giving opportunities to land jobbers, 35955. Case on Lord Montgariff's estate where rent was raised five shillings an acre on sale of holding; incoming tenant therefore got a rebate on the purchase money; instance

where tenant was obliged to sign an agreement, a copy of which he did not get; binding him not to dispose of his holding by will or in any other way to his children or anyone else, 35956. Landlords forget rent should not be assessed on improvements, and that the tenant has a proprietary right, 35959.

O'Halloran, Rev. Daniel, C.C., Clough, Co. Kilkenny.—Dublin.

Gives a list of fifty tenants on estate of George Bryan, formerly M.P., Kilkenny, showing valuation, rent, increase added in 1871, and per centage of rent over valuation of each farm, 35960-61. Rents are too high, and were enforced by notice to quit, 35964-71. Tenants compelled to sign agreement not to claim compensation under Land Act. Impossible to make relations satisfactory between bad landlords and tenants; bad landlords must be expropriated and restraint put on others to prevent unjust treatment of tenants, 35977-80. A bad landlord is one who charges more than twenty-five per cent. over the valuation as rent, 35981.

Foley, Mr. James, Chatsworth, Co. Kilkenny, Tenant Farmer.—Dublin.

Tenant to George Bryan. On fall of lease rent raised to 22s. 6d. per acre; tenant being compelled to sign agreement to pay 30s., 35983-35991. Rent far too high, being sixty-nine per cent. over valuation, and value of farm being due to large expenditure by tenant, 35993-96, 36003. Abatement of rent refused by owner, 35997-6001. He formerly held under middleman who charged moderate rent, 36004-07.

Drennan, Mr. Denis, Kells, Co. Kilkenny, Tenant Farmer.—Dublin.

Complains that his rent is too high, 36012. That five men failed on his holding before he took it, 36025. Which he did in the good times, when he thought it possible to make the rent, paid no fine, 36022-35.

Howley, Rev. M., C.C., St. Canice's, Kilkenny, Co. Kilkenny.—Dublin.

Increased rents, case of Mrs. Kelly, 36036-42. Instance of landlord breaking lease and increasing rent 10s. an acre, besides interest for buildings, 36042-8. List of cases in his own parish, 36049-51. Over-renting on Mr. Robert Stannard's estate. Considers the tenants could not pay the valuation on this property, 36052-57. List of valuations and rents on Mr. Blunden's estate, 36058-60. Several other instances of a like kind, in all of which the rents are too high, even the valuation itself being too high. Many of the above rents have not been altered for years, 36061-67. Considers Griffith's valuation too high as a rent for land, 36069-71. Taking all things into account, tenants can't live and pay even the valuation on tillage farms, 36073-5. Would give tenant fixity of tenure in his holding, and if he and landlord differed, an independent tribunal to settle the rent, 36075-6. In favour of gradual development of peasant proprietors; absentee landlords to be taxed, or their property sold, 36077-8. On most of the large properties the tenants have practically fixity of tenure, 36080-81.

McCormack, Mr. James, Steepleview, Johnstown, Co. Kilkenny, Tenant Farmer.—Dublin.

Tenant to an absentee. Has no complaint to make for self but on behalf of others, 36086-87. Gives particulars of successive increases of rent made by successive owners, 36088-99. Instance of poor rates not being allowed to tenants, 36100-06. Instances of increases of rent, and particulars as to valuation, 36107-25. Difficulty of getting impartial and skilled valuers; tenant should be represented when there is a revaluation, 36126-29. Instance of processes served for recovery of rent, 36129-38. Need of drainage and desirability of making land improvement loans to tenants, 36218-21.

Fielding, Mr. John, Portnascully, Co. Kilkenny, Tenant Farmer.—Dublin.

His rent is too high, though not changed since 1850, 36141–55, 36169–70. Improvements and buildings all made by tenant, 36156–59. Landlords might take offence at his evidence, 36160–68. Half his farm is marsh, and owing to change in system of dairy farming, is not so valuable as formerly, 36169–77. Increased cost of labour, 36178. Reduction of rent refused, 36179–81. Can't give up farm, as he has nowhere else to go, 36182. The river embankment is usually kept up by tenants, but assistance was given by landlord, as on occasion of repairing large breach, 36184–87. Rent of slob lands near Waterford, 52s. per acre, 36188. Never lets conacre, 36180.

Carroll, Mr. John, Mullinavat, Co. Kilkenny, Tenant Farmer.—Dublin.

Lives in a mountainous district, much of which has been reclaimed by tenants. Improvements made by tenants are at landlord's mercy, and require protection, 36190. Is in favour of the three F's, but the difficulty of fixing the rent is great, 36191–92. In order to settle the land question and land agitation, Griffith's valuation should be made a legal tender for rent, the landlords being compensated for any loss incurred, 36193–208. Security of tenure would have made the country prosperous, 36209–36216. Few capricious evictions; but raising rents or possible increase gives feeling of insecurity, 36211–15. Improvements usually made by tenants, and not by landlord, 36217.

Murphy, Mr. Peter, Roscat, Co. Carlow, Tenant Farmer.—Dublin.

Complains of increase of rent imposed on self and eleven other tenants on Lord Rathdonnell's estate in 1874, on termination of lease, 36222–42. Land improved by tenant. No expenditure whatever by landlord, 36243–48. Tenants compelled to take leases against their wishes, containing objectionable covenants, contracting them out of Land Act, and depriving them of right to sell, 36249–80. Landlord refused to allow a valuator to act on part of the tenants when raising rent, 36281.

Tracey, Mr. Michael, Roosk, Maynooth, Cos. Kildare and Wicklow.—Dublin.

Is a tenant on Duke of Leinster's estate, having bought interest in a farm held by Leinster lease, 36283–90. Was evicted from farm on Dick's estate, in Wicklow, on which his father had built and improved, 36291–96. Got £500 compensation, but £100 went for costs, 36297–99. Particulars of land case, and as to condition of farm and his offer to take it at a fair valuation, 36299–309. Eviction of occupiers under middleman on Dick's estate, 36310–14. Anything over Griffith's valuation is a rack-rent at present, 36315–17. Rents should be fixed by arbitration, 36318–20. Description of losses incurred on farm. Rent paid out of capital, and no abatement given, 36321–25.

Walsh, Mr. Matthew, Ballincole, Villierstown, Co. Waterford, Tenant Farmer.—Dublin.

Tenant to Thomas Fitzgerald, an absentee, 36326–28. On death of his father the present owner disputed promise of lease, and commenced a Chancery suit against tenant; the matter was compromised, tenant paying an advanced rent, and his costs amounting to £300, 36329–38. Rents strictly enforced without reduction during distress, 36339–41. Case of illegal distress harshly made by landlord, who had to pay £496 and costs in consequence of action brought by Farmers' Club, 36342–44. Case of eviction and high rents on Fitzgerald's estate, 36344–46. Case of middleman harshly enforcing rent, 36347–49. Is in favour of the three F's, 36350. Difficulty of giving credit to tenants for their improvements in fixing rent, 36351–52. Instances of evictions owing to inability of tenants to pay high rents, 36353–56. Cases of evictions on Sir Nugent Humble's estate, 36356–61. Archbishop

Trench and Mrs. Stewart the only considerate landlords in district; they have abated their rents, and Mrs. Stewart has opened reclamation works, 36362–65. Necessity for speedy settlement of land question, and intention of tenants not to pay rents, 36365–66.

Redmond, Mr. Cornelius, Waterford, Co. Waterford, Alderman and Newspaper Proprietor.—Dublin.

Member of Waterford Corporation, which owns from £15,000 to £17,000 a year in land and houses, 36367–69. Recommends as a settlement of land question ninety-nine years' leases renewable for ever, with rents fixed by arbitration, 36370–76, 36383–84. On the Corporation property system of long leases and arbitration rents prevail, and has led to contentment and good cultivation, 36377–82. Instance of difficulty of getting improvements made by lessor, 36385–86. Stamps and costs of leases and transfer should be reduced as low as possible, 36387–90. Industry of Irish stimulated in America and Australia by different land laws, 36391. Creation of peasant proprietary desirable, but should be gradual and by voluntary means, 36392–94. Disadvantage of subdivision, and need of better houses for labourers, 36395. Evils of absenteeism, 36395–99. Tenants of Waterford Corporation contented, and in some cases would not gain by becoming proprietors, 36400–02. Would not wish to see good resident landowners driven away by expropriation schemes, 36403. Waste lands would be reclaimed largely if tenants had security for their expenditure, 36404–12. Loss to country by emigration, 36413–15.

Lifford, Viscount, Landowner, Meen Glass, Stranorlar, Co. Donegal, Land Owner.—Dublin.

Refutes a statement given in evidence against him, 36416–17. Very little waste land that could be reclaimed on a large enough scale to pay; illustration, 36419–25. Considers mountain lands better grazing lands, than if reclaimed; set 6,000 acres of mountain to a Scotch tenant, limited him to six years; he surfaced, drained, and burned the heather; it was wonderful the way the grass beat the heather, 36426–29. Waste lands are usually in the hands of tenants for grazing, 36430. Nothing so unpopular as taking away these lands from one tenant and giving it to another to reclaim; illustration in point, 36431–4. Thinks from experience tenants would not reclaim waste lands for themselves; has failed in getting them to do so, although he had 8,000 acres that could be reclaimed, only thirty-three accepted his offer; system adopted by him, 36435–41. In favour of the Bright clauses and of extending them; afraid tenants about him could not buy; would have to give forty years' purchase to become owner; twenty years' purchase given for tenant-right, 36445–6, which is often above the fee simple value of the land; no restrictions as to price, but always retains right of veto, 36447–8. Difficulty in free sale is, that people reckless as to means will outbid the honest men, 36447–51. Would abolish distraint for rent, 36452–4. Tenants might take leases for a very long term of years, but are against leases for a short term, 36455–60. Practically fixity of tenure on all large properties; no measure giving fixity of tenure would improve them, 36461–3. As regards fixing rents, any tribunal would be better for both parties than the present system; always in favour of giving protection to tenants, 36465–6. Most of the improvements that he has any knowledge of have been done under covenants in leases, 36467–8.

Nolan, Rev. P. F., Hermitage, Tullow, County Carlow.—Dublin.

The present state of the law does not prevent eviction, 36470. Great feeling of insecurity, tenants in county Carlow only vote under protection of Ballot Act, for fear of eviction, 36470–77. A landlord wishing to have tenants of his own way of thinking, politically and religiously; especially

Nolan, Rev. P. F.—continued.

if wealthy; would not be stopped by compensation for disturbance, and if not wealthy could easily get a new set of tenants to pay all arrears, and perhaps a fine; evictions only prevented through humanity of landlords, or public opinion, 36477-78. Properties of corporate bodies and absentee landlords should be bought by Government and sold to tenants, with advances of Government money on the principle of the Bright clauses, any land that offered in Landed Estates Court, should be bought in the same way; in the case of good resident landlords, the three F's would be sufficient, would not force them to sell, 36480-1. Against wholesale expropriation of landlords, 36482-3. Suggests a court of arbitration for fixing rents, with Griffith's valuation as a basis on which arbitration might take place, 36482-85. Tenants have an objection to valuers and County Court judges, on the ground that they are of the same class as the landlords and have feelings more in common with them than the tenants, 36486. There should be some means of fixing rents, a great temptation to landlords to raise rents, tenants will pay anything rather than go, 36487-9.

Rathburne, Mr. Henry Talbot, Virginia, Co. Cavan, Tenant Farmer.—Dublin.

Bought a lease of a farm with mill upon it for £2,000, and laid out £1,700 upon the holding; in consequence of drainage works, water power has been taken away, and in allotting compensation the landlord got an unfair amount, part of which should have been paid to tenant, 36490-513. Case of tillage farm in King's County taken on faith of promise of agent to continue him as a tenant, but which he was driven to leave on account of treatment by agent, who then took farm for himself, 36514-24.

Tener, Edward Shaw, esq., Cos. Cavan and Tyrone, Landowner and Agent.—Dublin.

Owens estates in Cavan and Tyrone, agent over Lady Castlestuart's estate in Tyrone, 36525-6. Tenant-right allowed, 36528. Tenants over twenty acres prosperous, small tenants more affected by bad years, 36529-32. Rent not raised since 1826 except one townland which was revalued in 1876 and rents raised, tenants quite satisfied with increase, 36533-6, 36542-3. Is also agent to Mr. Gage, and Mr. Underdown in County Tyrone, no increases of rent for many years, 36537. Rent is never raised on death of tenant, or change of tenancy on any of the estates he is agent over, considers such a rule very unfair, 36538-41. In case of sale, adjoining tenant has the preference, 36544. Auctions prohibited, 36546. Rule on Lady Castlestuart's estate is that purchaser shall pay ten per cent. to the seller, and the remainder of the purchase-money in the presence of the agent, this was done to protect creditors and secure arrears of rent due, 36547-8. Tenant-right is guarded for the tenant's benefit, and after paying his creditors he gets balance, if any, 36550-51. Few cases of eviction, very rarely proceed unless two years' rent is due, and in every case tenants were put in as caretakers, pending redemption; if unable to do so, tenant-right is sold for their benefit, 36552-54. Refuting statement of Bernard Loughlin of rent raising, &c., on Lady Castlestuart's estate, 36557-68. Twenty years' purchase given for the tenant-right, 36569-70. Tenants often refuse to allow main or boundary drains to be made or cleared, legislation needed to remedy this, illustrations in point, 36575-8. Knows several instances in County Cavan of yeoman proprietors, holding from 100 to 200 acres, who are doing remarkable well, 36579. Supposed to be Cromwellian grants, 36580-1. Have never subdivided, 36582. Have greatly improved their land, 36585. On the other hand knows some very small proprietors who are living in a very wretched way, having sub-

divided the original grants, till they have only small patches to live on, 36585-7. Muslin weaving and embroidery has disappeared, 36588-9. Farms are being consolidated, and small farmers who used to be weavers find it very hard to live, 36592-6. Would give limited owners power to grant long leases at settled rents, 36597-601. A great advantage if tenants could borrow direct from Board of Works, 36604-5. Where tenants have purchased their farms, and the whole estate has not been sold, equal privileges in the way of borrowing money should be allowed to outsiders coming in to purchase remainders, illustration in point, 36606-11. Would do away with clauses against alienation, but retain those against subdivision and subletting, 36612-15. Purchasers from Lord Gosford doing fairly well, seem quite satisfied, 36616-18. Would suggest that tenants holding under ten acres should not be encouraged to purchase, 36621-24. Is of opinion that when an owner offers sixty or ninety-nine years' leases at fair rents, and they are refused, in case he evicts there should be no compensation, 36628-9. Would compel tenants to take a simple form of lease, with only one clause against subletting or subdivision without permission, 36630-32. In case of free sale there should be some safeguard against reckless bidding, 36633-8.

Patterson, Mr. Hugh Gill, Drumconly, Emyvale, Co. Monaghan, Tenant Farmer.—Dublin.

Represents his district desires a revaluation; to be at least three valuers, one on behalf of landlord, another on behalf of tenant, and the third on behalf of the Government, this done the borrowing powers of the tenant to be increased under Bright clauses, so as to buy out landlords, but only when they are disposed to sell; where old relations remain the same after the revaluation, tenant should be enabled to borrow direct from Board of Works for improvements, 36640-42. Two-fifths of his district could be reclaimed, and would pay, 36646-7. Peasant proprietary the only settlement, 36648-52. Suggests that Government should lend the full purchase-money, gives instance showing would be quite safe in so doing, 36653-56. Is certain tenants would meet instalments; a great change would be worked if they had security, 36658-65. At present are afraid to make any improvements, for fear of increased rent, 36666-70. His experience is that where you have pure and simple tenant-right improvement is encouraged, as you get away from it improvement stops, instance in point, 36671-2. If rent was a fixed quantity, with security against any aftercharge, great improvements would be made, 36673. Free sale at a high rent, no advantage, 36674-6. Labourers are fairly well off, 36681. Not much permanent employment, farmers help one another, 36682-4. Very few labourers living on the farms, 36685-6.

Pringle, Mr. Charles, Bolton's Walls, Caledon, Co. Tyrone, Tenant Farmer.—Dublin.

Holds under Lord Caledon, 36690. The fullest Ulster custom prevails, no limit to price, auctions not allowed, 36693-6. Right of pre-emption at highest price, 36687. Tenant-right has disappeared on the Caledon estate, owing to the advances of rent and bad times, 36698-9. Rent increased on change of tenancy or sale, calculates that every shilling added to rent deprives every outgoing tenant of £1, 36701-3. Thirty per cent. added to his rent in 1851, a limited tenant-right allowed at end of lease, 36706-9. Considers there has been an exorbitant increase during the last century, rent all too high, can't be paid; improvements all done by tenants, 36710-16. Numbers of large farms on landlords' hands, 36718-19. Tenant should have voice in fixing rent with some independent person as umpire, the fixing of rent the most important question, 36720-22. Valuation high, being good

Pringle, Charles—continued.

wheat land, very little wheat grown lately, prices too low, 36723-28. Drainage the only improvement made by landlord, five per cent added permanently, 36729-32. Drainage by Board of Works defective, 36733. Increasing competition keeps prices for all produce very low, 36736-44. Considers the present a good time to fix rents, as a continuance of foreign competition may be expected, 36748-51. Tenants not free agents, some impartial tribunal should fix rents; quite willing to pay fair rents, 36752-3. Very few purchasers under Church Act, tenants too poor to buy, one tenant who bought seems to be doing well, 36755-6. In the village of Charlemont a number of tenants held under sixty years' lease from the Crown, Lord Charlemont purchased the reversion of lease, 36758. Rent at once raised, tenants having built the houses during the lease, gives particulars of increases, 36759-70. Instances of rent raising on the Benburb, Sir John Leslie's, and other estates, 36770-72. Desire on part of landlords to nullify the Land Act, causes great uncertainty and bad feeling, 36773-4. Looks upon peasant proprietary as the only final settlement, 36776. Government to advance the whole purchase-money at low interest, 36777-8. Tenants would have an object in paying the instalments, knowing it would be their own in the end, 36779. Considers "the three F's" will not be satisfactory, tenants will look on any such measure passed only as a protective one, until they can be established as owners, 36780-2. Suggests scheme for a commission to aid tenants in becoming proprietors, 35785. Would force London companies and absentees to sell, 36786-90. Would not compel other landlords to sell, but would give them every facility, 36792-4. Costs of conveyancing too high, 36795. Considers if present system goes on, tenants will emigrate wholesale, 36797-98.

Smollen, The Rev. Canon, Clones, County Monaghan; Parish Priest.—Dublin.

Free sale destroyed on Sir Thomas B. Lennard's estate by office rules and increases of rent, cases have occurred of Protestants getting farms for less than equally solvent Catholics would have given, 36806-11. Tenants obliged to sign a stringent agreement, of which they do not even get a copy, anecdote in point, 36811-14. Had to sign this agreement himself. Purchases must be made through the office, case in point, 36816. Cases of hardship on Lord Rathdonnell's estate, 36817-22. Office rules and restrictions if allowed to prevail will destroy Ulster custom, and prevent any benefit conferred by Land Act, 36826-28. Rent raising on townparks, 36829-31. Rents have been raised on Mr. Madden's estate three times within a few years, 36832-34. Knows of cases in County Fermanagh where tenants are under notice to quit simply for the consolidation of farms, gives instance, 36835-38. No tenant-right on Lord Rossmore's estate, outgoing tenant receives £5 per acre whether he be a bad or an improving tenant, 36839-40. Case of seven tenants in County Monaghan whose lease expired in 1878, rent under lease 10s. to 14s. per acre; were offered leases at £2 per acre for twenty-one years above all rates and taxes, taking away from them at the same time the bog they occupied, 36841-2. Further particulars, 36843-58. Tenants should have fixity of tenure at fair rents, 36860-61, with free sale, landlord to have a reasonable veto, 36862-64. Considers some tribunal should be appointed to settle differences as to rent between landlord and tenant, 36871-2. Knows a number of purchasers under Church Act, are doing well, and improving their farms, paying their instalments regularly, notwithstanding that they bought too high, 36873-81. If landlords are forced to sell would give them the highest price possible, 36883-4. Would not compel landlords to sell, but would assist tenants to buy, if landlord willing

to sell, 36884-7. Thinks fixity of tenure at fair rents would satisfy the people, security the great object, 36888-90. Rents all over Ireland are, generally speaking, too high, no industry but the land, 36890-4. Absenteeism a great cause of poverty, 36895-8. Scale of compensation for disturbance too restricted, 36902-3. Tenants do not care for leases, too many objectionable clauses, 36904-5. Tenement valuation would be a high rent, in purely agricultural districts, 36908. All improvements made by tenants, landlord sometimes gives lime, 36909. Is of opinion that the Land Act does not afford adequate security, 36910-11. Townparks adjoining non-growing towns should not be excepted from Land Act, 36912-15.

Garlan, Mr. Thomas M'Evoy, Carrickmacross, County Monaghan, Tenant Farmer.—Dublin.

President Farney Tenants' Defence Association. Farms 300 acres, holds under Marquess of Bath, 36917-21. Represents Mr. Shirley's as well as Lord Bath's tenants, 36922-25. The tenant-right on Lord Bath's estate, consists of right of occupation at fair rent, with free sale, limited to £10 per acre on the Shirley estate, 36926-29. Leases formerly very common, now a rare exception, 36932. A constant tendency to raise rents, 36933, illustrations of this by facts taken from Shirley's History of the barony of Farney, 36934-5. No outlay or improvements on the part of the proprietors during the last fifty years, 36936-40, therefore the improved value of the estate is mainly the creation of the tenants, 36941, who are now paying more or less for their own improvements, 36942-45. The greed for land, as great as ever, no other investment, 36948-52. Considers tenement valuation about equal to a fair rent, taking foreign competition and altered mode of living into account, 36953-4. Rent is raised on Shirley estate on change of tenancy or succession, two shillings in pound added on sale of farm, case in point, 36955-6. Land Act encouraged tenants to improve but checked landlords, 36957-58. In favour of the three F's, 36962-3. Difficulty in fixing rents, suggests County Court Judge with a practical assessor to assist him, 36963-5. Purchasers under Church Act doing fairly well, 36966-7. In favour of assisting tenants to purchase where estates are in the market, 36969. Would not force landlords to sell, 36970-71. Would give every facility to landlords to sell, and tenants to buy, 36972-3. The great want of the tenants is security, 36973.

Ancketill, William, Esq., Ancketill's Grove, Co. Monaghan, Landowner.—Dublin.

Owens about 7,000 acres, a life estate only, 36974-7. Tenant-right exists to the fullest extent; free sale allowed; no office restrictions, 36978-81. Great feeling of insecurity on neighbouring estates, notwithstanding existence of tenant-right, as there was always the possibility of the rents being raised, 36982-5. A considerable portion of the neighbourhood very poor; rents much too high to enable them to live; rent-raising on Mr. W. F. D. Kane's estate, 36986-89. Tenants very dissatisfied, 36990. Improvements retarded, and condition of tenants injured by it, 36991-2. Rents should be adjusted by arbitration; has found it work very satisfactorily himself, 36993. Might also be resorted to in case of disagreement, 36994-6. Would give fixity of tenure at fair rents, 36997. Would allow power of alienation, but no subdivision or subletting, 36998. Free sale, with no restriction as to price, 36999-37000. Landlord to have right of veto, if incoming tenant is an objectionable character, 37001. Right of pre-emption at highest price, but only in certain cases, 37002-4. Would allow the landlord to be the highest bidder, should he want the land for himself, 37006-7. Considers that peasant proprietary would be most beneficial to the country, but must be done gradually. Would not force landlords to sell, but when an estate was in the market

Ancketill, William—continued.

Government should lend tenants the full amount of their tenant-right interest to enable them to purchase, 37015. The best means of training people for peasant proprietary would be the establishment of fixed fair rents for a certain number of years, 37016–17. Suggests that tenants should have same facilities for borrowing money for improvements as the landlords, 37018. State would have good security, tenant-right being nearly equal to the value of the fee-simple, 37019; but has gone down considerably of late years from foreign competition, which is much felt, 37020–27. Tenants for the last two years have been thrown on their own resources, all credit being stopped. Had charge last winter of 2,500 people almost in a state of starvation. Land does not give half the return it used, 37028. Great want of lime in the neighbourhood, 37029–31. Prices for every kind of produce very low. The only thing that would ameliorate the tenants' condition would be for Government to lend money to make permanent improvements—drainage badly wanted, 37032. Is usual for landlords when they borrow from Board of Works for improvements to charge tenants with the annuities for thirty-five years and afterwards, 37033. Two very hard cases of eviction for non-payment of rent on Mr. Kane's estate, 37033–38. Tenant-right is limited on several estates in his neighbourhood. Is of opinion that rules have been made on estates since the Land Act of 1870 for the purpose of preventing the operation of the different clauses of that Act, 37039. Considers that the three F's, together with the gradual formation of a peasant proprietary, would satisfy every one, as it would give security, which is the great want, and which they have not at present, 37042–4. Is at present trying to dispose of his property in the Landed Estates Court. Wishes if possible to create a peasant proprietary upon it, but fears it will be impracticable unless the State provides the whole money, 37045–47. Thinks the State might safely do this, as the tenants would go bail for one another to make the purchase complete, 37048–50. Griffith's valuation a fair standard for rent in county Monaghan, 37051–2; but rents are from 25 to 95 per cent. over it. Gives instance, 37052–3. Has never raised the rents on his own property, except on falling in of two leases, which even the tenants said he was entitled to. Would willingly give his tenants fee-farm grants for ever at the valuation, 37054. Lord Dartrey sold some townlands in neighbourhood in 1876 or 1877 to Sir John Leslie, and previous to sale rents were raised two shillings in the pound all round, 37055.

M^r Keogh, Rev. W. J., Ballinahinch, Co. Tipperary; Parish Priest.—Dublin.

Is an occupier of land, and acquainted with condition of landholders in his district, 37056–59. Raising of rents on the increase since 1870, 37061. Rent has been raised on Lord Dunnally's estate, being the third increase during possession of present owner, the rent being now in many cases 100 per cent. over the valuation, 37062–63, 37066–73. Leases refused by tenants, 37064–65. Instance of raising rent on Lord Bloomfield's estate on change of tenancy, 37074–79. Practice on all estates managed by Captain Garvey, Lord Bloomfield's agent, to increase rents on every succession to farm, 37080–82. Case of preference being given to a Protestant on sale of a tenant's interest at a lower price than that offered by a Catholic, 37083–86. Sale of tenancies not allowed except in some rare cases, for the purpose of recovering arrears of rent, 37087–91. Agent's permission required in case of marriage by tenant's children if they intend to remain at home, 37092–97. Case of tenant on Lord Bloomfield's estate keeping a goat without leave which was shot by agent's direction, 37098–103. No complaints except as to estates managed by Captain Garvey, 37104–110. Thinks tenants would generally be

able to provide one-fifth of the purchase-money if opportunity offered of buying their farms, 37111–13. Is in favour of compulsory expropriation of bad landlords, 37114. Lord Bloomfield never interfered with Captain Garvey's management, 37114–20. Large extent of waste lands capable of profitable reclamation, 37121–28. Waste lands should be taken up by State and reclaimed, 37121. Thinks the Government valuation is high enough for rent, 37130–31. Instance of land reclaimed by tenants whose rents were then raised from 1s. 6d. to £1 per acre, 37132–35. Comparison of Griffith's valuation with rents, and particulars as to rent and valuation of land in his district, 37135–50. Reclamation by cottier tenants, 37151–54. Agents prevent subletting of land by farmers for reclamation, 37155–58. Recommends that there should be no power of eviction until three years' rent were due, 37159–63. Is in favour of the three F's, rents to be fixed by arbitration, 37164–67. Instance of high rent paid by witness for meadow land near Tipperary, 37168–73.

Magher, Mr. Michael, Toomevara, Co. Tipperary, Tenant Farmer.—Dublin.

Is Vice-Chairman of Nenagh Board of Guardians, and occupies 200 acres, 37174–77. Complains of restrictive covenants in his lease, but is satisfied with rent, 37178–87. G. Massy Dawson, his landlord, is in favour of tenant-right, but sale of tenants' interest is not usually permitted on his estate, 37187–92, 37196. Exceptional cases of sales of tenant's interest, 37193–97. Instance of occupier's rent being increased on fall of middleman's lease, 37198–200. Tenants unwilling to take leases, 37201–6. Land Act has not checked improvement, 37207. Case of eviction of thirty-eight families by Carden, of Barnane, their eviction being one of the conditions of sale of an estate purchased by him, and resold at large profit, 37207–14. Instance of improvements effected under leases for ever, and for long terms, 37215, 37218. Prosperity of purchasers of glebe lands, 37216–17. Until security of tenure at fair rents is obtained there can be no peace in Ireland; any measure giving this would make the people loyal and contented, 37219–22.

M^r Govern, Mr. Thomas, Bawnboy, County Cavan, Tenant Farmer.—Dublin.

Tenant-farmer and county cess collector; acquainted with relations between landlord and tenant in parts of Cavan, Leitrim, and Fermanagh, 37223–27. Tenant-right custom varies, 37228–29. Defect of Land Act in not checking raising rent, 37230–37240. A landlord paying compensation for eviction can always obtain repayment from incoming tenant, 37231–34. Recommends fixity of tenure; rents to be fixed by arbitration; free sale; limitation of right of eviction; apportionment of rates between landlord and tenant, and taxation of absentees, 37241. Knows 300 cases of rents being doubled within last ten years, 37241–44, 37255. Objects to mention names for fear of giving offence, 37235–38, 37246–48. Compensation under Land Act is too small, and is not equally awarded by different judges, 37249. Purchasers of glebe lands prospering, 37250–51. Suggests establishment of a board for purchase and resale of farms to tenants, with powers of compulsory purchase, and management of waste lands, 37252–53. Much waste land capable of profitable reclamation, 37254–55.

Phelan, Mr. Thomas, Carrickmacross, Co. Monaghan, Secretary to Tenants' Association, and Merchant.—Dublin.

Is a Guardian of the poor, Town Commissioner of Carrickmacross, Secretary to Tenants' Defence Association, and a magistrate, 37260–61. Tenant-right exists in the Union of Carrickmacross, occasionally limited on the Bath estate, and limited in price to £10 per acre on the Shirley estate, 37262–

Phelan, Thomas—continued.

68. Where price of tenant-right is limited, additional money is often paid underhand, 37269-70. Few leases exist, at their expiration tenant-right used to be recognised, 37271-72. Advocates free sale, unlimited tenant-right, and considers Griffith's valuation generally a fair rent, 37273-75. Rents on Bath estate, 15 to 20 per cent. over valuation, were fixed thirteen years ago, 37276-80. Rents on Shirley estate are equal to valuation, but are raised 10 per cent. on every change of tenancy, 37281-83. Rents higher on other estates, but not recently or unjustly increased, 37283-85. Improvements usually made by tenants; expenditure by landlords less since Land Act, 37286-88. Increased improvements by tenants since Land Act, 37289. In 1874 the tenant-right custom on Bath estate was disputed by agent, but established by decision of Land Court; an agreement was then tendered to the tenants, which they considered subversive of the custom, and to protect themselves a Tenants' Defence Association was formed; the agent was removed, but relations between new agent and the tenants are unsatisfactory; rent payment being more punctually and strictly enforced, 37290-93. Effect of Land Act good; but it is insufficient to prevent rent raising, 37294-96. Purchasers under Church Act going on favorably, 37299-301. Increased facilities should be given for tenants becoming proprietors, the entire purchase-money being advanced, 37302-5. Opposed to compulsory expropriation, except in case of London Companies and absentees who neglect their properties, 37306-8. Not much waste land in district; gradual reclamation continually in progress, 37309-10. Opposed to subdivision, except of large grazing farms, 37311. Protection given by Land Act should be extended to town holdings, 37313-14. Half county cess seldom paid by landlords, 37315-16. Absolute security for tenants necessary, 37317-18. Power of landlords to bring actions in superior courts should be limited, 37319.

Dease, Colonel Gerald, Celbridge Abbey, Cos. Kildare and Monaghan, Landowner.—Dublin.

Wishes to give evidence as to estate in Monaghan, and to make general suggestions, 37321. Describes estate of 950 acres in Monaghan, with 102 tenants; unlimited tenant-right prevails, the landlord having right of pre-emption at highest bid given, 37322-36. Average price of tenant-right twelve to fifteen-years' purchase, 37337. Bad effect of tenant-right in depriving farmer of his capital should be guarded against, 37338-42. Effect of tenant-right sales in promoting consolidation of small farms, 37345. Farms are small and scarcely afford a living, except by tenants engaging in other industries, 37346-53. Makes suggestions for amendment of Land Laws in Ireland, dealing with revaluation and fair adjustment of rent, apportionment of rates, facilitating ninety-nine year leases, extension of Bright Clauses, emigration, sanitation, settlement and entail, 37355. Relations between landlord and tenant in Westmeath are not complained of, 37356-61. Extension of Ulster custom to rest of Ireland would be unfair, 37362-67.

Hely, Gorges, Esq., Johnstown, County Kilkenny, Landowner.—Dublin.

Is High Sheriff and owner of 6,000 acres in Kilkenny, which he manages himself, 37368-72. Rental very little above valuation, 37373-74. Unlimited sale of tenant-right interests has always been the practice on his estate, and is permitted on some neighbouring properties, 37375-84, 37392. Gives leases frequently, and acknowledges tenant-right on their expiration, 37385-88. Demesne lands and townparks should not be subject to Ulster custom, 37389-91. Depreciation of tenant-right recently, 37393-94. Right of free sale adds to value of tenant-right, 37395-97. No evictions on estate, 37398. The Ulster custom is more satisfactory than the section of Land Act giving com-

pensation for disturbance, 37399-401. Tenant-right represents more than the value of tenants improvements, which are generally very inadequate, and of little value, 37401-2. £30,000 laid out by his father on the estate, but since passing of Land Act witness spends nothing, 37402-4. Tenants mortgage their holdings, 37405-6. Tenants unwilling to take leases since Land Act, 37407-8. Poor Law valuation generally one fourth below real letting value, 37409-10. Increase of rent in district lately has been small, and not at all in proportion to increased price of produce, 37411. Explains as to recent raising of rent on his estate, and as to complaints made to Commission of unusually high rents imposed on tenants against whom he had to take proceedings in consequence of their following advice of Tenants' Defence Association, 37412-25. Instance of rent left to arbitration, 37426-31. Right of distress should be retained, 37428. Has deepened river improving his own and tenants farms; occasionally gives tenants timber and slate, 37432-33. Is in favour of encouragement by State of a peasant proprietary, 37434-38. No waste lands in his district suitable for reclamation, 37439-41. Is in favour of extension of Ulster custom to all Ireland, and to the facilitating of long leases at low rents, or fixity of tenure, 37442-45. Has no knowledge of alleged rent raising on property adjoining his, 37446-48.

Sayers, Edward Brydges, Esq., Dublin; Co. Limerick, Landowner.—Dublin.

Describes reclamation effected on his property in county Limerick by tenants to whom he let some waste land in small farms for thirty-one years' rent, free at first, and then at rents gradually increasing, 37450-63. Instance of sale to a man returned from America, 37464-68. Tenants are satisfied, and have since 1868 brought into cultivation all that was reclaimable, and have paid their rents, 37466-69. More reclaimable land in district, 37470. Two of the tenants on this estate have returned from America; others came from a distance, and were not previously tenants to witness, 37471-72.

Lansdowne, Marquess of, Cos. Dublin, Meath, Kerry, Limerick, and Queen's County, Landowner.—Dublin.

Owner of estates in Dublin, Meath, Queen's County, Kerry, and Limerick, 37473-74. Tenant-right exists only on Kerry estate, and has always existed, 37475, 37489-90. On other estates sales are not permitted; changes of tenancy seldom occur; in the few cases of eviction for non-payment tenants went away owing large sums, 37476-80. On Queen's County estate (9,000 acres) there are forty-six leaseholders and fifty six yearly tenants, and no general increase of rent has been made for years, 37484-87. Dublin, Meath, and Queen's County estates more prosperous than Kerry, 37488. Small holdings in Kerry due to subdivision under lax management, and tenant-right to incoming tenant paying arrears of rent, 37491-93. Landlord claims right to select tenant on Kerry estate, 37494-95. Large outlay on Kerry estate, 37496. Rent on Dublin and Meath estate are £8 15s. 0d. per cent. over valuation; and were fixed thirty-five or forty years ago; prosperity of these estates due to richer land and larger farms than in Kerry, 37497-500. Middlemen in Kerry have almost disappeared, 37501-2. Much improvable land in Kerry; but most of the so-called waste lands are irreclaimable, 37503-4. Difficulty of interfering with tenants' grazing rights, 37505. Reclamation best done by encouraging tenants to do it, 37506. Cultivated portions of Kerry estate not reclaimed, but naturally fertile spots, 37507-10. Kerry estate partly on south and partly on north of Kenmare river, 37511-12. Evictions on his estates only for non-payment, 37513-14. Would

Lansdowne, Marquess of—continued.

object strongly to establishment of fixity of tenure and free sale as an invasion of landlord's rights, depriving him of control over property, and of a valuable interest, 37515-27. If any such measure were introduced compensation should be made to landlords, 37528. No reason for offering landlords alternative of selling estates, or accepting fixity of tenure, 37529. A yearly tenant may assign his interest without consulting landlord, but assignee may be evicted, and this power should not be taken from landlords, 37530-38. Difficult to estimate value of this power in money, 37539-41. Loss of control would diminish selling value of property, 37542-46. The fact that tenants are ready to buy perpetuity leases indicates that landlords would sustain a money loss if fixity of tenure were established, 37547-59. Would object to being compulsorily turned into a rent-charger, 37560-64. Is not aware that Land Act has failed, or that amendment is required, 37565-69. Disturbed condition of country no proof that Land Act is defective, 37570. If Land Act has failed sees no objection to amending it so as to carry out its original intention, but objects to giving tenant any further interest, 37571-79. Power of eviction required for beneficial control of property, 37580-81. Is not aware of undue harshness on part of landlords, but if there is it should be controlled, 37582-83. Thinks it would be more advisable to encourage landlords to take an interest in their property than to turn them into rent-chargers, 37584-87. Tenant-right custom is of no value to landlord, as in times of depression tenants' interests become unsaleable; it is better for tenant in debt to give up his farm, 37589-91. To permit tenant to sell an interest not previously recognised would be to give him what did not belong to him, 37592. Payments by incoming tenants are likely to be made a claim against landlords in time of distress, 37593-95. Tenantry are deeply in debt owing to credit given by traders after passing of Land Act; no visible change in farmers' mode of life, but improvement in that is desirable, 37596-601. Tenant-right no remedy for distress arising from too small farms; emigration the only remedy, 37602-6. Difficulty of getting families to emigrate, 37607-8. Conversion of all farmers into proprietors would tend to consolidation of farms by elimination of those who were unthrifty and fell into debt, 37609. Advantage of encouraging well-to-do farmers to purchase freehold of their farms, 37610. Climate of Ireland and existing habits of people are against peasant proprietary scheme, 37611-13. Wretchedness of tenantry due to small farms; destitution has been limited to such cases, and those of sickness or accident, 37614. Cahirciveen estate remote, scattered, and inaccessible, 37615. Can't say whether the relief funds enabled tenants to pay their rent; arrear was not increased last year, 37616-19. Drainage work offered to all tenants on their own farms, 37620. Explains condition on which Land Improvement Loans were obtained, and how applied in order to show that he had no intention of making a profit at expense of his tenants, 37621-28. No able-bodied man should have wanted relief as work was offered to all, 37629-36. Charitable relief given in some few cases but no general relief fund on estate, 37637-38. Potato seed sold at half-price, 37639-40. Does not believe children attending school near his residence would have been naked but for clothes given by Nun of Kenmare; habitual raggedness of Kerry peasantry owing to neglect and ignorance of sewing, 37641-45. Number of men employed under Clerk of Works at one time 920, 37647. Denies that he and his agent are misled by bailiffs and others, 37649-53. Explains representation made that rents in Iveragh have been frequently raised; they are moderate, being 44 per cent. over valuation; on that ground reduction asked for by Canon Brosnan was refused, 37654-63.

The "hanging year" of rent is due to leniency of landlord not enforcing arrear. No complaint has ever been made of it by the tenants, 37700-2. Great difficulty of estimating a fair rent, inasmuch as productiveness of farm depends largely on skill and intelligence of tenant, 37921-22. Difficulty of eliminating value due to tenants' expenditure in fixing fair rents, 37924-26. Expenditure on Meath estate (12,736 acres), £28,000 in forty years—interest being charged in some cases at 5 per cent., 37927-30. Explanation and denial of statements reported to have been made as to excessive rents and harsh treatment of tenants on Limerick estate, 37939.

Trench, John Townshend, Esq., Kenmare, Co. Kerry, and Queen's County, Land Agent.—Dublin.

Acquainted with the Lansdowne estates since 1863, 37664-67. Proposal made to tenants on Cahirciveen estate in winter, 1878, to spend £10,000 in drainage of farms, 37668-69. Frequently visits estate, and is always accessible to tenants, and ready to receive their letters, 37670-73. Increase of rent not made on marriage or succession of tenant to farm, but generally on sale of tenant's interest, 37674. Does not interfere with marriages of tenants, but it is frequently necessary when change of tenancy occurs by a son's name being substituted for his father's, to record, and sometimes afterwards enforce, the provision made for support of parents; it is also necessary to prevent attempted subdivision of farms occurring when a second son marries and wishes to stay at home, 37675-83. Rental of Cahirciveen estate was raised 25 per cent. No general increase on Kenmare estate; but considerable increase has accrued by fall of middlemen's leases, 37684-86. On fall of middlemen's leases some subtenants are continued, others are assisted to go away; subtenants' rents sometimes raised, houses built for them occasionally, 37687-88. The "hanging year" of rent is due to an arrear that arose at time of famine, and of which payment has not been enforced; it is an advantage to the landlord, enabling him to bring ejectments for non-payment of rent, 37689-700, 37712-15. Ejectment the only process by which rent can be recovered; explains impracticability of proceeding by distress process for debt, or bankruptcy suit in order to recover rent, 37701-10. Shopkeepers need not give credit, landlords must, 37711. There is no prohibition against tenants burning lime, but it is produced at the Kenmare kiln for half what it would cost the tenants, and consequently the tenants no longer manufacture it themselves, 37716-23, 37740-42. No ejectment ever served on tenants for burning lime, 37724-28. Plan recently adopted of charging one penny additional rent for each barrel of lime taken by tenants, instead of selling it to them, has occasioned such an increased demand that lime had to be bought in addition to that made at Kenmare, 37730-42. Lime sent to different parts of estate cost Lord Lansdowne from 3s. 6d. to 4s. 6d. per barrel, 37743-44. Liming a permanent improvement, 37745-47. Price paid for piece-work drainage was fixed after consideration and at a liberal figure, the work being effected wherever tenants chose themselves, 37748-53. Improvements belong to whoever finds the capital for making them, 37754-55. Instance of intimidation to prevent tenants paying their rent, 37755-57. In outlay under Land Improvement Acts landlord incurs risk, and if well laid the return should be 10 per cent. to the tenant, 37558-67. Cases showing worthlessness of tenant-right in bad times; Lord Lansdowne having farms given up to him losing arrears of rent, and paying expenses of emigration of tenants' families, 37768-76, 37781-84. Has no hope of settlement of land question by legislation, 3777-79. Case of forcible re-entry on farm by a tenant to whom money had been given for emigration 37780. Number of ejectments served last spring

Trench, John Townshend—continued.

and summer, and in most cases rent was paid with costs, 37785, 37861-62. The landlord has nothing to do with costs, and does not interfere with solicitor, 37786-92. Case of Jeremiah Keating explained, 37793-97. Tenants fined on one occasion for unpunctual payment because of expense incurred in issuing processes, 37798-99, 37808. The solicitor receives the full costs paid in ejectment proceedings; they are the legal charges, and he cannot be expected to take less, 37800-7. Numbers of caretakers required to retain possession since agitation, 37809-10. Case of alleged harsh exposure of evicted tenant explained, 37811. Instances of ejectment when hanging year was called in for the purpose of getting rid of bad characters, 37811-12. Ejectments not served until three half-years are due, inclusive of hanging gale, 37813-16. Existence of exceptional distress denied because distress had been provided for by offering in winter, 1878, to give employment, though tenants were slow to avail themselves of this, 37817-21, 37824. Instance of imposition and misapplication of charity, 37822-23. It is untrue that he expressed pleasure at occurrence of distress, 37825. Case of eviction and land claim of Rev. George M'Cutchan. Eviction brought to obtain site for labourers' cottages, not on account of M'Cutchan's support of Home Rule movement. The holding was not an agricultural one, and therefore a written agreement was required. The premises were offered to and refused by M'Cutchan after dismissal of land claim, and have since been let at rent asked, 37826-53. Cases of ejectments served on tenants who persisted in cutting trees, 31854-59. Rents on Lansdowne estate are moderate and low, 37864. Comparison of rental with valuation, showing that owing to outlay on improvement and diminution in poor rates the valuation should now be much higher than rental, 37864-71. Griffith's valuation uneven, 37872. Increase of rental on Iveragh estate has been misrepresented; the rents are moderate, and lower than on adjoining properties, 37873-74. £43,000 spent by Lord Lansdowne on improvement and repairs since famine, 37875. Few improvements made by tenants, 37876-77. Establishment of free sale, fair rents, and fixity of tenure would be unjust; difficulty of defining Ulster custom, 37878-85. Small farms, drink, debt, and dirt are the causes of distress; remedies—emigration and encouragement of better agriculture by State, by means of instruction, prizes, shows, and appointment of a Minister of Agriculture, 37886. Alterations required in law of redemption, 37887. Cost of subsistence of family on small farm very large in proportion to rent, 37888-90. No additional security needed for tenants on Lansdowne estate, 37891. If Land Act has failed to protect tenants compensation should be increased, 37892-94. Impossibility of providing proper houses for small farms on account of expense, 37895-901. No great extent of reclaimable land, and what there is is occupied by tenants who would not surrender it, 37902-4. Disinclination of tenants to improve, and folly of proposed reclamation by State, 37905-6. Land Act has worked satisfactorily; the land courts and judges are just; extravagant claims are made by tenants, and they are not deterred from making them by uncertainty or expense of the law, 37907-10. Few labourers who are not small farmers, except under middlemen, when their condition is most miserable, 37912. Thinks that after lapse of time landlord should receive rent for improvements made by tenant, 37913-18. Tenant in Cahirciveen refused work for sufficient reasons, 37919-21. Queen's County estate contains 9,000 acres. Farms vary from 10 to 1,000 acres. Expenditure since 1862 has been £20,300. In 1879-80 £800 spent on drainage; tenants usually charged 5 per cent. on landlord's outlay, 37931-33. Has no knowledge of facts alleged by Tenants' Defence Association.

Never favoured a Protestant tenant more than a Catholic, 37934-39. If landlords are deprived of control of their estates, those who built expensive mansions will suffer an injustice, as their motives for residing in them will be gone, 37940-41.

McCaun, Mr. Harry, Co. Longford; Landowner and Farmer.—Dublin.

Is acquainted with the whole of Longford, and enjoys confidence of tenants, 37945. Instance of a tenant who had laid out £150 on his farm signing an agreement offered by agent without understanding it. The agreement was returned by landlord when objected to by tenant, 37946-48. Case of refusal of landlord to renew lease of farm which had been improved by tenant except at excessive rent and on unjust conditions, 37949-50. Case of Jessop's estate (agent, Cusack). Land lying waste for 17 years. Tenants' rents refused. Insecurity and uncertainty among tenants, 37951-56. Increase of rent on Lord Annaly's estate; the hanging gale was required to be paid up, and no abatement of rent given during distress, 37957-60. No tenant should be allowed to contract himself out of Land Act, 37961-63. Tenant's claim for compensation should not be barred by non-payment of rent, 37963-66. Allowing tenants at over £50 to contract themselves out of Land Act encourages landlords to consolidate, 37967-71. No amendment of Land Act will now be satisfactory. Free sale implies some proprietary right to be sold, 37972-73. Is in favour of free sale because it is the demand of the country. Free sale and a peasant proprietary would tend to eliminate the smaller tenants, 37974. No sane person expects any compulsory expropriation of landlords, but a large scheme of purchase will be necessary to satisfy moderate men, 37975. Prefers fixity of tenure if question of fair rents can be settled, 37976. Tenants should have fixity of tenure as long as they paid their rents. The reasonableness of the rent should be settled in case of dispute by the County Court Judge on evidence given to him, and with reference to current prices, 37977-84. Tenants should not have to pay in advance the landlord's proportion of poor rate, 37985-88. Landlords should pay the county cess; it is not now practically paid by the landlords, because in case of long-existing tenancies, and where rent has been raised upon tenants who submitted unwillingly, the incidence of the rate is on the tenant, 37989-97.

O'Keefe, Rev. Richard, c.c., Bennetsbridge, County Kilkenny.—Dublin.

Instances of rents considered excessive by witness, of tenants in his parish, compared with the rateable value, 37998-38009, 38017-24. Increase of rent on properties in parish, 38010-16. Has not verified the cases he mentions, but believes what he has been told, 38025-26. High rent alleged to be imposed as a punishment on tenants, 38026. Tenant obliged to pay rent for land taken by railway, 38027-28, 38031. Alleged fraud by landlord altering amount of bill given by tenant, 38029-30. Instance of loan by tenant to landlord being lost, and interest not paid, 38031. Attempted increase of rent, and pressure put on tenants on Shea's property; misery and poverty of tenants due to high rents and want of capital, 38031. Is in favour of a peasant proprietary scheme, 38032. One occupier in parish has purchased fee of his farm, 38033. Tenants would make a great effort to purchase their holdings, but are very poor, and scarcely make a living on farms of forty or fifty acres, the soil being very light, 38034-37. Penalty needed to check rack renting, 38038.

Bole, Ambrose, Esq., Park-place, Tashinny, Co. Longford; Land Agent.—Dublin.

Is a Land Agent to King-Harman and others in Longford, Armagh, and Tyrone; is also an owner of land and a tenant-farmer, 38038-43, 38046. In

Bole, Ambrose—continued.

Armagh and Tyrone tenant-right is restricted to £10 an acre and ten years' rent; in Longford outgoing tenant receives the value of his improvements or is allowed to sell them, but not his goodwill, 38047-54. Armagh tenants objected to restriction on price, 38055. Instance of farm at £17 rent sold for £230, 38056-57. Incoming tenant selected by landlord, 38058-59. £40,000 has been spent during last twenty years on King-Harman's estate, besides timber from demesne given to tenants—£18,000 of this was borrowed from Board of Works and interest charged; no interest on other expenditure; but rent of farms has been raised on expiration of long leases, 38060-65. Improvement loan of £9,500 taken out last year and nearly spent, 38066. 200 to 300 men, small farmers and labourers, employed on drainage, and paid by piecework—the work will be remunerative, and employment was much needed, 38067-73. Distress not so great as elsewhere, owing to large amount of champion seed given by King-Harman, 38074-76. Tenants in debt to others, but owe no arrears of rent; rents not so well paid since agitation, 38077-79. Improvement loans amounting to £12,000 are being spent on four other estates managed by witness; no interest as yet charged to tenants, 38079-86. Besides improvement loans, assistance is given to tenants towards improvements on King-Harman's estate, 38087-89. Instance of Land Act deterring landlord from helping tenants to improve, 38090. Few evictions during past ten years, and those principally for non-payment of rent, 38091-92. Case of eviction to get rid of intruder, suspected of writing a threatening letter, 38093-94. One case of Griffith's valuation offered as rent, 38095. Rental is about equal to valuation; but Griffith's valuation is unreliable, 38095-98. Improvement outlay chiefly in Longford, and, except in case of one loan, no interest as yet charged to tenants, 38099-100. Sale of tenant's interest permitted, subject to landlord's approval; this practice not uncommon, 38101-4. Improvement loans spent on roads and cut-out bogs, 38105. 800 tenants on King-Harman's estate with rental of £20,000; farms generally good sized, 38106-8. Is in favour of fixity of tenure and free sale subject to landlord's selection of tenant, and with limit as to price of tenant's interest, 38110-13. Difficulty of limiting price, 38114-15. Knows purchasers of glebe-lands; they are worse off than they were as tenants, 38116-18. Case of Jessop's estate, 38156-59.

Miller, Mr. George H., Glenamun, Edgeworthstown, Co. Longford, Tenant Farmer and Auctioneer.—Dublin.

Is a tenant-farmer and agricultural auctioneer, 38119-22. In selling farms has never known price limited by landlord, but landlord reserves right of objecting to purchaser, 38123-25. Farms unsaleable at present, not for want of money, but on account of unsettled state of public opinion, 38126-30. Sale of farms allowed by landlords in Longford subject to their approval, 38131. Prices of farms slightly enhanced by Land Act, 38132. Leases sell better than yearly tenancies, 38133-35. Rents have been raised since 1870; instance of Lord Annaly's estate where, on death of last owner and change of agent, a general rise of rent was put on and hanging gale called in, causing discontent and embarrassment to farmers, 38136-49. Outlay by landlords not checked by Land Act in Longford, 38150-56. Knows purchasers under Church Act; they are worse off than before, and regret having purchased, 38160-72. This partly due to bad times, 38173. Few sales for debt, as no one will buy at present, 38174-77. All kinds of business dull, 38178. No Land Bill will satisfy expectations of the people, 38179-80, 38185-87. Distress not due to rent, but to credit given freely, then suddenly withdrawn, and to bad seasons, 38181-83. Reclamation best effected by employing tenants on their

own farms, 38184. Tenants could not pay one-fourth of purchase-money of the fee of their farms, 38188-90. Expectations entertained by tenants of buying very cheap, 38192. Purchase of their farms would lead to ruin of all but industrious and thrifty, 38193-94. A fair valuation between landlord and tenant would allay discontent, 38195. Security would lead to improvement by tenants; when they have adequate motives they show industry and thrift, 38196-99.

Corscadden, Mr. Thomas, Manorhamilton, Co. Leitrim; Landowner and Farmer.—Dublin.

Is an owner and occupier of land near Manorhamilton, 38202-6. Describes his dealings with estate on which there has recently been some disturbance owing to Land League interference; purchase of farms from tenants; ejectment of tenant for the purpose of squaring farm; land claim for £250, £5 awarded, 38207-17. Purchase of estate by his father, and offer to improve farms refused by tenants, 38218-22. Rent raised on one property fifteen years ago; improvement made on it by landlord; some of the tenants' interest bought by self; the farms of others were squared, 38223-34. Tenant sent to workhouse hospital was not a pauper, and his farm is still held by his sister, 38235-36. No increase of rent on 3,500 acres bought recently, 38240-42. Ejectment brought against occupier of a house to establish landlord's right, 38243-44. Griffith's valuation made by incompetent men and without sufficient care, 38248-50. Instances of valuation not representing real value of land, 38251-56. No tenant-right on Colonel Clements' estate, 38257-59. Griffith's valuation of mountain land too low, and arable land valued much higher, 38260-62. Rents paid by his tenants very little over the Government valuation, except some few cases of demesne land let by proposal at double the valuation, 38263-65. Labourers employed are chiefly purchasers of glebe lands, 38266-70. Want of industry and good cultivation have caused the distress; instances of idleness and thrift; neglect of land held by long leases, and improvement made in condition of tenants by increasing their rents, 38271-74. Purchasers of glebe lands no better off than as tenants, 38275-82. Butter-making and neglect of tillage farming has injured the country, and encouraged idle habits, 38283-88. Small farms not suitable for peasant proprietors, 38289. Suggests registration of improvements, and was not aware that the law now enabled tenant to register, 38289-92. Objects to fixity of tenure, 38293-94. Rents should be fixed by arbitration, and land improvement loans made to tenants, 38295-96. Right of sale should be limited, and power to give compensation in cases of capricious eviction enlarged, 38297-99. Reclamation of waste land might be promoted by improvement loans to tenants, 38300. Local knowledge necessary for valuation of land; the Government valuation is very uneven, 38301-2. Farms held to be townparks within meaning of the Land Act, 38302.

Trench, Hon. Charles T., q.c., Co. Dublin; County Court Judge.—Dublin.

County Court Judge for thirty-two years, twenty years in county Dublin, 38303-6. Has had twenty-seven land cases, 38397. Case as to away-going crops on Sir Charles Domville's estate, 38308-38310. Claim made under 42nd section of Land Act to obtain certificate for loan of £3,500 from Board of Works refused by witness, who was upheld by judges on appeal, 38311-14. Case as to registration of improvements; drainage allowed, but unsuitable buildings refused, 38315-17. Instance of witness's award of two and a half years' rent being reduced on appeal, 38317. Case of land at Howth taken for new road, 38317. Maximum compensation high for small holdings, except where tenant loses his house, 38317. Case of Hope against Cloncurry involving questions of unexhausted manures, tillages, and suitability of im-

Trench, Hon. Charles T.—continued.

provements, 38317–21. Difficulty of defining “unreasonable conduct” and “capricious eviction,” 38322. Land Act has worked well, 38323. Opinion as to power of redemption, 38324–25. Answers to queries issued by Commissioners, 38325–26. No experience of exorbitant rents in Dublin, 38327. Tenants for life should have power to give perpetuity grants or to sell for building purposes, 38327–28. Unfair to apply Ulster custom to grass farms, 38328. Few evictions in Dublin; none by large landlords, 38328.

Sproule, Mr. Robert, Omagh, County Tyrone, Landowner and Leaseholder.—Dublin.

Considers that leaseholders should be placed in the same position as yearly tenants at the end of their leases, 38333–5. Tenant-right much encroached upon by office rules and restrictions, the present law does not prevent such increasing rent as will do away with the tenant-right altogether, 38337. Tenants submit rather than go, 38338. Has increased since Land Act, 38339. Rent raised at no fixed period, simply at will of landlord, 38340–2. Case of proprietor raising his rent 50 per cent. over valuation, 38343–45. Increases mostly by small landlords, often purchasers in Landed Estates Court 38346–7. Office rules and restrictions have been established in most instances since Land Act to prevent sales by public auction, and are a fertile cause of disputes, 38349–50. Should be abolished, and one system established throughout the country, 38351–3. Landlords to have right of reasonable veto on incomer, 38354–5. The power of raising rent after the improvement of land a great hardship, 38356–7. Suggests Government valuers, with appeal to County Court Judge, with whom these valuers should be associated to help him in his decision, 38358–62. States that increased taxes and costs are placed on the land without any proportionate capacity in it to meet them; law costs prevent small tenants from going into court, 38363–4. Would do away with law of entail to allow estates to be sold, 38365–6. Tenants should have power of borrowing from Board of Works for improvements, Government to get into their own hands and reclaim waste lands where owners will not, large quantities of waste land that would repay for so doing, 38367–70. Process of conveyancing very expensive; great need felt for some simple system for a sale or transfer of holdings, 38373–4. On some large estates there is, in case of tenants at will, a fee to the agent for changing the registry in the books, 38375–9. Government should give every facility to establish peasant proprietors, by advancing three-fourths of the purchase-money, in cases where landlords were willing to sell, 38380. Against forcing landlords to sell, 38381. No peasant proprietors under £10 valuation, considers this very hard on the small tenants, but believes there will be famine periodically if holdings can't be enlarged 38382–90. Considers the people would be better as proprietors than as tenants, even with every privilege given them, would struggle more to pay instalments than their rents, even if secure in their holdings, 38393–5. Suggests forty years as period for repayment of principal and interest, 38396–98. Subdivision must be strongly guarded against, 38400–2. The condition of labourers should be considered; owners of land should be compelled to give each labourer half an acre of land, but only where he lived and worked on the farm, 38402–10.

Smith, Mr. Joseph, Omagh, County Tyrone, Wholesale Dealer, Chairman of the Town Commissioners.—Dublin.

Cases of rent raising on Rev. T. L. Stack's property bought from Lord Belmore in 1852. List of names with present rents showing increases

since purchased, 38411–16. Some of these increases have taken place since Land Act; in Lord Belmore's time, tenants had liberty to cut as much turf as would, when sold, pay the rent, that has been prohibited; are now compelled to pay £3 per acre for the bog, 38417–18. Rents increased under notice to quit; case did not come to court; rents arranged by agent, 38422–24. In 1852 eighteen families were turned out by Lord Belmore, with hardly any compensation to make room for a sub-agent, 38424–31. Middlemen and landlords of his own class are the worst rack-renters, 38431–35. Two valuations within thirty years on Alexander M'Causland's property, and rent raised on the tenants' improvements, 38435–36. A few examples of the increases, 38437–38. Case of Robert Munn, tenant on Sir Hervey Bruce's estate, 38438–42. Several other cases of office restrictions and rent raising on same estate, both before and after it was sold to Mr. John Martin; tenants afraid to improve for fear of increased rent, 38443–47. Sir Hervey Bruce raised the rents twice before he sold the property, and they have been since raised by the new owner, 38448–50. No Act of any use that will not abolish office rules, 38450–1. Most of the purchasers under the Church Commissioners in his district are doing well, many of them borrowed from him, and have paid him back in full, three-fourths of the purchase-money was advanced by the Commissioners; considers they paid too highly; a few of them are broken down, and have sold, getting leases for ninety-nine years; case in point, 38454–59.

M'Crea, Mr. John, Grange, Strabane, County Tyrone, Tenant-farmer and Valuator.—Dublin.

Tenant and land valuator, 3846. Agrees with preceding witnesses. Considers there could be no worse tribunal than the County Court Judges, 38461. Have no knowledge of land, and no means of arriving at a proper conclusion, 38462. The Government valuation no fair standard for taxation or rent purposes, always much too high on bad land, badly circumstanced, too low on good land, well circumstanced, and near towns, 38463–4. Suggests a minister of agriculture to reside in Ireland with central office in Dublin, to finally settle disputes between landlord and tenant, 38466. Has met many cases of changes of rent under notice to quit, but tenants are afraid of giving their names, one instance in point, 38467–72. Considers a tenant if he had security of tenure and protection against arbitrary rise of rent better off than as a proprietor, as he would have more capital to work his farm, 38474–77. Where estates were in the market would give facilities for purchase, but would not force either party, 38478–79.

M'Sorley, Mr. Owen, Roscavery, near Omagh, County Tyrone, Tenant-farmer.—Dublin.

Holds under Mr. J. A. Galbraith, immediately after passing of Land Act, rent was increased generally, in his own case was raised from £9 to £10 10s., 38482–83. Tenants accepted increase, being afraid of proceedings being taken against them, 38484–90. In 1877 were served with a written notice for a further increase, his own rent being raised to £12 10s., 38491–3. In the following year a further increase was made, he himself being forced to pay £13 18s. 4d., being served with notice to quit before he would do so, 38494–98. Case of John Owenson, same property, 38499. In his own case the notice to quit was followed up by ejectment suit, which cost him about £20, 38500. Filed a land claim, landlord refused to take any rent or pay any compensation, but offered to let County Court Judge fix the rent, 38501–2. Was not willing to do this, as the judge could never have any fair idea of the particulars of the case, 38503–38506. An independent arbitrator or arbitrators would have satisfied them, 38504–5. States

M'Sorley, Owen—continued.

reasons for saying his landlord was a man of arbitrary power, 38507-8. Tenants on small estates are rack-rented now, if they have to wait for legislation till a new valuation has been made, many of them will have to leave the country, 38510-11. Gives names of several good landlords, but who spoil all by office rules and restrictions, complains that lands of the Church Temporalities have been disposed of at rates so high that purchaser's annual payments are now greater than their former rents, 38511-13. Against limiting peasant proprietorship to tenants over a certain valuation, thinks clauses against subletting and subdivision unnecessary, as also any clause compelling farmers to give land to their labourers, 38514.

Clarke, Mr. James, Sixmilecross, County Tyrone ; Tenant-farmer.—Dublin.

Holds under Sir William Verner, 38517. Sixty-four acres of mountain farm, original rent, £14 10s. Was induced to build a house, for which he was allowed £20, was shortly afterwards served with notice to quit, and his rent raised to £22 0s. 10d., 38520-23. At same time part of his land was taken away, and he was compelled to sign an agreement or go, thinks increase was made in case he should obtain any benefit from Land Act, 38523-25. Was given 15 per cent. off last half year's rent, 38526. Cases of grievance through office rules, 38529-31. Suggests that mountain lands should be reclaimed, and that Government should advance money to tenants to purchase their holdings, 38533-34.

Rutledge, Mr. John, Trillick, County Tyrone ; Tenant-farmer.—Dublin.

Holds under Captain Mervyn Archdale, complains that his rent was more than doubled, after he and his family had for a number of years laboured hard to reclaim and improve it, 38535-6. First rise took place about eighty years ago, at fall of lease, rent then doubled, 38537-38. Rent again increased 1870, when the next lease ran out, 38539-42. Asked for a renewal, but was refused, 38543. A further instance of rent raising on another farm on same estate, 38544-48. Of late years office rules and restrictions have come in practice on this estate, where formerly there were none, 38549. A tenant has no security against rent raising on his own improvements, 38550. Hard case in point of Mrs. M'Quaide, but which occurred before Land Act, 38551-54. Case of rent raising since Land Act on Captain Stoney's estate, income tax being added to rent within last two years, 38557-59. His great complaint is the power of rent raising on tenants' own improvements, 38561.

O'Neill, Mr. Hugh, Dungannon Royal School Lands, County Tyrone ; Tenant-farmer.—Dublin.

Complains that previous to Land Act, rent was raised on his improvements, 38564-68. No increase since, but complains of office rules established since passing of Land Act, 38569-71. Rent raising stops all improvements, 38572. Would improve if they only had security, 38573. Their greatest wish is, however, to become owners, and would be willing to pay more than they are now doing to get possession, 38574-6. Would compel Commissioners of Education to sell, 38577.

Johnstone, Mr. James, Coalisland, near Dungannon, County Tyrone ; Tenant-farmer.—Dublin.

Holds under Commissioners of Education, 38578. Complains that his rent was raised on his own improvements, 38583-87. Rent much too high on the whole estate, his own rent so high he cannot live on it, 38600.

Clements, Mr. Robert S., Killadroy, Beragh, Omagh, County Tyrone ; Tenant-farmer.—Dublin.

Has been a guardian of Omagh Union for eight

or nine years, 38605. The Land Act does not give sufficient security by giving compensation for disturbance and improvements, 38608. Impossible for County Court Judge to arrive at a just conclusion, evidence so contradictory, 38609-10. Instance in point, 38611-18. If there was free sale, land could be got at market value like any other commodity, 38619. All restrictions on free sale should be guarded against, 38621. The fairest way would be to let a tenant sell the best way he can, as he would his cattle or other goods, 38625. The rise of rent that frequently takes place on the sale of holdings, cuts down the value of the tenant-right, case in point of Robert Munn, 38626-27. A great many purchases under Church Commissioners are doing well, although they bought under circumstances that made it nearly impossible for them to do well, the rents being much too high, and the tenants bought on the actual rents, 38633-34. Those that had not to borrow are doing uncommonly well, others got friends to buy for them, anecdote in point, 38636-37, 38640. Suggests fixity of tenure at fair rents ; the abolition of all obnoxious office rules ; free sale ; the rent in no case to exceed Griffith's valuation, 38644. Suggests independent Government valuers, if fixing the rent at Griffith's valuation is not carried out, 38653.

M'Carthy, Rev. Callaghan, M.A., Dingle, County Kerry ; Protestant Clergyman.—Dublin.

A personal grievance, took a farm in 1869, belonging to the Dingle Mission, the trustees being Lord Ventry and Judge Warren, who would not grant longer lease than three years, 38654-58. Took the farm as a tenant, it having failed as a mission first ; laid out £5,000 in ten years in improvements, 38660-65. Often asked for a long lease, but they would not grant it, 38674-78. Was evicted for non-payment of rent, which he thinks he was justified in not paying, as he had spent so much on the mission, 38682-6. Considers that, as the farm is not going to the Dingle Mission, it should come to him as the tenant, 38686. Another personal case of great hardship under Mr. Robert Bowen, in County Tipperary, 38688-90.

Brady, Rev. James, C.C., Glencolen, Doura, County Cavan.—Dublin.

Evidence as to a number of cases in which tenants' rents have been much increased, 38691. Case of Hugh M'Caffrey, 38692-3. Case of Thomas Smith ; his farm was lately sold ; in transfer he lost his bog ; rental therefore higher, 38694. Gives details of several similar cases of harsh treatment and raising of rents, 38695-732. Competition for land decreasing from want of capital, 38737-41. Instance of landlord, who purchased in 1875, forcing all the tenants to pay a doubled rent, 38742. Tenants on Lord Annesley's estate deprived of rights of commonage held for ages, and harshly treated, but are afraid to complain ; completely in the hands of bailiffs, 38743-52. Who take and demand bribes from the tenants ; anecdote of this, 38752-55. Further instances of rack-renting and harsh treatment of tenants by their landlords, showing that tenants are much too dependent, and that some means of giving them security is much wanted, their rents being raised the moment they make any improvements, 38758-60.

Pringle, Mr. Henry, Clonby House, Clones, Co. Monaghan ; Merchant.—Dublin.

Agreement in use on Lord Dartrey's estate ; tenant served with notice to quit, to compel acceptance of it, 38763-4. It assumes everything belongs to the landlord ; tenant to keep everything in repair, and hand it over on six months' notice ; if rent twenty days in arrear, landlord has power to enter and take possession of everything ; tenant to pay full county cess, and in case of becoming bankrupt, everything reverts back to the landlord,

Pringle, Henry—continued.

38766-8. No freedom of contract with regard to fixing rent; a tenant is often compelled to pay an unfair rent under threat of notice to quit, 38769-70. Security of tenure much wanted, 38774. Tenants should not be evicted so long as they perform their lawful obligations to the landlord, 38775-6. They also want security against unfair rent-raising, 38777-8. Tenants should have power of free sale, to induce them to improve, 38779-80. Tenants afraid to improve for fear of rent being raised; anecdote of this, 38780. Landlord to have right of pre-emption at full setting value of the tenancy; a specimen of the use made by a landlord of the power to raise rent, 38783-4.

Ferney, Mr. Henry, Ballycanoo, Co. Wexford, Tenant Farmer.—Dublin.

Holds under Lord Courtown and Captain George, 38785. Took his farm in 1851 from Lord Courtown; land much exhausted by constant cropping, 38787. Has made great improvements, besides building a house, 38788-89. Now complains that Lord Courtown won't give a lease, except with clauses he could not accept, and that having made all the improvements, he is paying 25 per cent. above the rent he took the farm at, 38789-94. The lease offered to him barred him from compensation for all improvements made, or to be made, 38795-97. Protection from capricious evictions and capricious raising of rents much wanted; considers it a hardship that if he built a house, he would have to pay increased rates; thinks the land should be assessed for these things, 38799. Landlords give no assistance, but knows instances of their borrowing from Board of Works, and charging the tenants 5 per cent. when they only paid 3½, 38799. Was allowed £200 by Captain George upon the building of a new house and office—the only assistance he ever got; case of raising rent on tenant's own improvements, 38800-1.

Dwyer, Mr. William, Raheen, King's County, Tenant Farmer.—Dublin.

Holds under Mr. John Morrissey, 38806. Complains that twelve acres of his farm is continually under water; has often asked for a reduction on account of this, but has always been refused, 38807-11.

Gibson, Mr. William, Ballywalter, Co. Down, Tenant Farmer.—Dublin.

A tenant on the Meade estate, Co. Down, 38815-16. Held under lease of 1782, at 10s. an acre, on fall of lease in 1860, rent was raised to 30s. an acre 38821-24. The rise was based upon his own and his father's improvements, 38828. Land was valued by landlord's surveyor, had no voice in the matter, was obliged to pay increase or go, 38829-32. In every case in the neighbourhood on lease expiring the rent is raised, and tenant must pay it or leave, 38833. Rent raising on change of tenancy or sale, and office rules destroy tenant-right, 38836-40. A great point if fair rents could be established by some independent means, 38842. Tenant not to be evicted save for non-payment or bad conduct, 38843. Free sale should be allowed, 38844. Considers landlords would lose nothing by granting fixity of tenure and free sale, 38845-47. Suggests that rent should be calculated on average produce of farm and acreage prices for ten years, 38848-50. All improvements are made entirely by tenants, 38851-2. On the Meade estate, free sale is allowed, but no money allowance for improvements, 38853.

Read, Mr. Samuel, Tenant Farmer, Dundonald, Co. Down.—Dublin.

Holds under Mr. Birch, 38856. Agrees with evidence of last witness, 38857. The three F's

would encourage farmers, who would make great improvements if they only had security, 38858. His landlord raises rent on dropping of lease, but not on change of tenancy, 38859.

Darcy, Major John Talbot, Castlepark, County Roscommon, Landowner.—Dublin.

Well acquainted with condition of farmers in County Roscommon, 38862. Right of sale is not allowed, 38864-5. Leases very rare, 38867. People do not care for them since Land Act, 38868. Thinks Griffith's valuation for arable lands a very fair criterion of rent, but not at all so for grass lands, 38870, 38874. Cases in point, 38871-73. No improvements made by landlords since Land Act, 38875-6. Plenty of land that wants improving, and plenty of labour to do it, but for want of security, tenants will not improve, 38878-80. Won't allow that any evicted tenant ever gets sufficient compensation, illustrates this, 38881-2. Case of late Mr. Nolan, sons evicted for subdivision, 38883-4. In favour of making a holding real property and doing away with eviction, would have a system that any poor man could make a will and register it in County Court to save expense, 38886. Against primogeniture in holdings, 38887-89. In favour of peasant-proprietary, but it must be done very gradually, would not force it, if estate were in the market, would give tenant-right of pre-emption, and assist him in every way, but would not make sale compulsory except in case of London Companies, 38892-94. Few tenants would be able to buy at present, are in a very poor condition, 38895. Much waste land that might be reclaimed with profit, 38896-900. Case in point, 38901-4. The Land Act has had a tendency to stop rent-raising, 38905. Suggestions for improving Land Act, would do away with eviction as well as distress, landlord to give notice when rent is due, and then sell after a certain time, the Sheriff to give possession, and divide the assets, paying the landlord a fair rent, 38906-14. In favour of fixity of tenure and free sale, with a court to decide a fair rent, 38917-18.

Pyne, Rev. John, C.C., Athlone, County Roscommon.—Dublin.

Curate of St. Peter's Parish, Athlone, 38919. Agrees with Major Darcy as to the right of sale not being recognized, except by special favour of landlord, 38920-22. Case of increased valuation and consequent rent-raising on Lady Johnson's property, bailiffs of the estate going round with valuator and helping him in the valuation, 38924-35. Two other similar cases on same property, 38936-40. Believes these cases were simply experiments to see could they succeed on the property generally, tenants fought very hard, the clergy made a compromise and gave a slight increase of rent, 38941. Estate badly situated having no roads, 38944. Instance of hardship on the O'Sullivan estate, 38944. Rent-raising on Long Island in the Shannon, 38945-53. Details of increase in rent on Mr. Hussey Walsh's property, 38954-57. Landlords have not made any improvements in these cases, 38958. Would do away with eviction, 38962-63. In favour of rent being fixed by a high-class court, with power of appeal in special cases, 38964. Tenants to have free sale, 38965. Except in certain cases against subdivision, 38966-7. Thinks Government might safely advance the whole purchase-money in order to bring about peasant-proprietary, in any case should advance, three-fourths, 38971. Tenants would make up the remainder, are most anxious to buy, 38972-4. Agrees with Major Darcy's views about reclaimable land, 38977-79. Case of considerable hardship, through re-arrangement of holdings, 38980-87. Advocates abolition of entail, or that power should

Pyne, Rev. John, C.C.—continued.

be given to limited owners to sell portions of their estates to pay off mortgages, 38987–88. Would compel absentee corporations to sell, gives reasons, 38988–90, but would not force individual landlords to sell, 38992.

Naughton, Mr. William, near Athlone, County Roscommon, Tenant Farmer.—Dublin.

Holds under Mr. Cruise, 38994. Rent raised about sixteen years ago, from £34 to £52 10s., 38996, 39000. Lease being given for twenty-one years, 39006–4. All improvements made by his father and himself, no aid from landlord, 39005–6. Several cases of rent raising in same proportion in neighbourhood, tenants being offered, but would not take leases, 39012–15. Got abatement of 5s. in the pound on last rent, 39017. Considers rent much too high, would be willing to have his farm re-valued, 39019.

King, Mr. Christopher, Mounthussey, County Roscommon, Tenant Farmer.—Dublin.

Holds under lease from Mr. Hussey Walsh, 39025. Lease for three lives and thirty-one years, 39048. Complains that his rent is too high, owing to agricultural depression, 39033–37. Paid £720 for interest in lease of a portion of his farm; thinks he could not get anything for his interest now, 39038–39. No inducement to improve; rent too high; lease not long enough, 39046–53. Would not care to purchase his holding if he had fair rent and fixity of tenure, 39057–58.

Harvey, Mr. Daniel, Crannamore, Athlone, County Roscommon, Tenant Farmer.—Dublin.

Holds under Mr. Birmingham, 39065. Complains that his rent is too high, and a good deal over the valuation, 39067–69; but has not been altered for nearly forty years, 39070–71. Is paying £1 5s. an acre for bog land, but is allowed to sell turf off it, 39072–76. In bad times finds it hard to get on, 39079. No changes of tenancy or evictions on the estate for some years, 39085–6.

Egan, Mr. Patrick, Clooncunmy, Elphin, County Roscommon, Tenant Farmer.—Dublin.

Tenant on Colonel Simpson's estate, 39089. Rent raised lately from £14 3s. 9d., to £23 10s. 2d. yearly, 39094. Asked to have charge for arterial drainage taken off, having expired; was served in March last with a writ for his rent, on the grounds that he would not pay more than Griffith's valuation, 39095–97. He and his brother hold jointly and get one receipt, 39099, 39101. Fourteen other tenants were served with writs, having refused to pay, except Griffith's valuation, 39108–9. Did not say he would only pay Griffith's valuation; only wanted drainage charge taken off, as it had expired; was obliged to pay rent in full and £2 10s. costs, 39110–39120.

Halahan, Rev. James, C.C., Ballycallan, County Kilkenny.—Dublin.

Has been eight years in Ballycallan, and is well acquainted with the condition of the people and their relations with their landlords, 39122–24. Arbitrary rent raising on tenants' improvements, and harsh treatment of tenants by their landlords, gives list and full particulars of thirty-two cases in point, 39125, 39202. These cases prove that the rent is much over the valuation, 39203. That on several of these estates rent has been quite lately increased, and the tenants' improvements confiscated in consequence, 39204. The people are very poor owing to rack-rents, and naturally very poor land, much of which might be reclaimed, and would afford a good return for the outlay, 39204–5.

Thomas Lefroy, Esq., Q.C., Ardmore, Bray; J. Calvert Stronge, Esq., Hackley, County Armagh; William Kirk, Esq., Gorey, and Mr. Alfred M'Dermott,

solicitor, Dublin, examined together as representatives of Trinity College tenants.

Lefroy, Thomas, Esq., Q.C., Ardmore, Bray, County Court Judge for County Down, Co. Armagh.—Dublin.

Does not give evidence as County Court Judge, but simply as representing Trinity College tenants, who are middlemen, 39208, in different parts of Ireland, 39209. The college property is held at present under private Act of 1851, by which they were given power of giving long leases and perpetuity grants. The tenants complain that the standard prices by which the rent was to be varied every ten years, were not the actual prices of the day on which the grant was made, but were very far below them, 39210. Were so situated then that they could do nothing; explains this, 39213–16. The system used for the prices that regulate the valuation of rents being complicated and unfair—at first revision rent was raised 35 per cent.—was fought by Lord Leitrim, one of the tenants under the Arbitration Act, he considered the demand so unjust, 39217–22. Case was compromised at 25 per cent., 39223. Some of the under tenants have *toties quoties* leases, and some are yearly. The property is held by the immediate tenants subject to the decennial variation and power given them of requiring a proportionate contribution from the under tenants in case of a rise, but which they find it impossible to make them do, without proceedings, 39224–27. So that in many cases the immediate tenants have to bear the whole loss, they being in reality the landlords, who are all willing to buy their property from the College, and give them a full and fair price, even on the last revision, but they refuse to sell, 39228–31. Illustration of the working of the decennial variation on Mr. Kirk's and Sir James Stronge's estates, 39232–35. They also consider a decennial period a most unjust one in which to vary the rent, in fact complain of the system altogether; therefore suggest that a power should be given to the tenant to buy up the rents and perpetuity grants, that the College should be compelled to sell, and that there should be a simple mode of ascertaining what the under tenants' contribution should be, 39235–37. Instances showing the inconvenience that arises from not being able to free any part of the land, 39238.

Fowler, Robert, Esq., Rahinstown, Enfield, County Meath; Land Owner.—Dublin.

Owner of land in county Meath, 39239. Thoroughly acquainted with all the circumstances of the people on his estate, 39243. A great many of the holdings very small, 39244. Others on the contrary very large, 39245. Rents about eight per cent. over the valuation, 39246. Rents have not been changed since 1832, two-thirds of the estate is held under lease for thirty-one years, rent only raised on lease being taken out, or a new tenant coming into the estate, 39247. Very few changes of tenancy, the rule of the estate has always been to pay the tenants for all their improvements, details of plan adopted for valuing improvements, 39248–52. Has granted ten leases since Land Act, a re-valuation made by himself and agent, in no instance did the tenant object, inequality of Griffith's valuation, cases in point, 39254–55. Has only had one eviction since 1846, 39256. Tenant became bankrupt, and tried to sell, facts of the case, 39257. Tenants have practically fixity of tenure, 39258. Considers if fixity of tenure and free sale were established it would be a great injustice to landlords, 39259–62. Suggests that if a landlord is forced to part with his right in favour of the occupier, that he be compensated for it, 39262, 39267–69. Considers tenants would be willing to buy with proper facilities on most moderately rented estates, 39262–63. Strongly objects to rents being fixed by arbitration, *i.e.*, other persons fixing the value a landlord may put on his property, 39272–73. Should this be

Fowler, Robert.—continued.

made law landlords will only be too willing to sell, 39276. In that case considers the only and best remedy is peasant proprietary, 39278. Totally dissents from section three of Land Act, which gives tenant a possessory right, and would not consent to any compensation for free sale, 39279–87. If any such legislation is put in force, the landlord should be offered the choice of selling, and should be given a fair price for his property, 39295–98, 39306–08. Suggests that in a tenancy from year to year there should be no alteration in the amount of rent to be paid during the lifetime of the tenant, 39298–302. Government should not become landlords except to sell again to tenants; suggests State reclamations of the waste lands, 39309. Plan for Government purchase of estates, 39311–26. Considers landlords, if given Government debentures in lieu of their estates, would be willing to take off a margin to prevent the State being at a loss, 39328–32. Has spent large sums of money in draining and improving his estate, borrowing money from Board of Works for this purpose, the tenants only in one instance paying interest for the loans, 39333–35. Has only a reversionary control over the tenants who hold under lease, 39339–40.

Curling, Charles, Esq., Newcastle West, Co. Limerick, Land Agent.—Dublin.

Agent to Lords Devon and Dunraven, 39342–3. Gave evidence regarding the Devon estate, 39343. Tenant-right exists, 39344. Butter the chief produce; not a tillage farm on the estate, 39345–47. Sale by auction not allowed; no interference with price, 39349. Tenants allowed to surrender leases and take out new ones for thirty-one years at slightly increased rents; tenants quite satisfied, 39350–52, 39354–57. Rental of estate about nine per cent. over the valuation, 39361. Tables of estimated produce of a butter farm of eighty-one Irish acres, butter at 80s. per cwt., 39362. Table of prices of butter, 39363. Half cost of all improvements borne by landlord, who has spent large sums in improving the estate; tenants merely charged interest on the money expended on the drainage of their farms, 39365. Tenants also made great improvements up to the last three or four years, 39366. Tenants very prosperous and give large sums for the interest in their lands; case in point, 39372–73. Purchase money always lodged with agent to pay all the debts, 39375. Tenants get too much credit on the Devon estate; give enormous fortunes to their children and so get involved; instance in point, 39376–81. Considers the three F.'s would increase Lord Devon's interest, as would a re-valuation, 39382–84. Approves of settling rents by arbitration, of fair rents, and fixity of tenure, 39385–87. Rents to be re-valued every ten or twenty years, or paid for at one time, 39390–91. If evicted, save for non-payment, would give tenant a number of years' purchase, 39393–95. Against unlimited free sale; states reason for this, 39396–404. In case of a new valuation Government valuator should have a local man to help him; instance proving this to be necessary, 39405–09. New valuation should be completed in twelve months, 39412. Lord Dunraven has not allowed tenant-right up to this; seems now inclined to do so, 39417. Leases not common on his estate; tenants do not care for them, 39418. A great many labourers on the Devon estate, all of whom hold direct from Lord Devon, 39422–23. Labour with the farmers as they choose; wages about 2s. a day, 39424–26. Labourers have a house and bit of land from Lord Devon for 2s. or 3s.—just sufficient to cover the rates, 39429.

Douglas, Richard Magennis, Esq., Portballinatrav, Coleraine, Cos. Derry, Antrim, and Armagh, Land Agent.—Dublin.

Agent over estates in counties Antrim, Derry,

and Armagh, 39430–31. Free sale at a fair rent exists on all the estates, with one exception; in that case the landlord retains the right of veto, 39436–40. On the other estates there are no limits or restrictions of any kind; the landlord's remedy is buying the holding at the up-shot price, if he objects to the proposed purchaser, 39441–2. Re-valuations every twenty years on Sir Francis Macnaghten's estate; tenants given leases for twenty-one years and Duke of Connaught's life, with clause of surrender on six months' notice, 39443. On the other estates re-valuation at fall of lease, 39444. Tenants' improvements deducted, 39445–6. Rent not increased on sales; exceptional cases of this, 39447. Tenantry thrifty and well off, 39448. Few sales, 39450–52. Difficulties and restrictions in borrowing money prevent people buying under Bright clauses; Government should give greater facility for borrowing money, 39453–56. Suggests assessors to aid County Court Judges, 39459–61. Few improvements on part of landlords since Land Act, 39462–64. Ulster custom has worked well, 39466. In favour of Government valuations at stated periods as a basis for fixing rents, 39467–71. Thinks it advisable that there should be some court to fix rents in case of dispute, 39472.

Little, Simon, Esq., Cullentra, Co. Wexford, Landowner and Agent.—Dublin.

Connected with estates in counties Wexford, Waterford, Kilkenny, Carlow, Kerry, Limerick, West Cork, King's County, Meath, Westmeath, and Kildare, 49476. On some of these estates unlimited tenant-right is permitted by the landlord, subject to landlord's approval of the incoming tenant, 39477–80. Is not in favour of free sale at all, as regards tenants; states reasons, 39482–86. If made compulsory would not injure landlords, 39487–88. Rents on estates he manages about fifteen per cent. over Griffith's valuation; mostly tillage farms, 49489–91. Does not consider it at all a uniform valuation, 39493–95. Considers the scale of compensation for disturbance quite sufficient, 39498–99. Has had no evictions on title and few for non-payment of rent, 39500–501. Has no objection to making fixity of tenure legal; practically it exists on all good landlords' estates; ought not to be considered a capricious eviction if a landlord evicts a man who is running out his land; is in favour of establishing a court to fix rent, and so check any tendency to rack-renting, 39507–11. People in Kerry very poor, but not so poor as the appearance of their houses would lead one to suppose; are, however, much poorer than in Carlow or Wexford; would not approve of fixity of tenure for these people, 39516–24. Bad condition of squatters holding the fee simple on Crown lands in county Wexford, are in great poverty and in winter work as labourers; average about ten statute acres each; are continually obliged to sell the fee of the holdings, 39525–31. Out of a number of perpetuity holdings in county Wexford does not know a case where the present occupier is a descendant of the original lessee, there has been so much subletting and subdivision, 36533–36. Does not believe in the scheme for peasant proprietorship; considers perpetuity holdings at a moderate rent a much better plan, 39539–41. On large estates landlords make half the improvements; on small estates the tenants make most of the improvements; thorough drainage nearly always done by the landlords, 39542–49. Considers Board of Works' rule against alienation an injustice; case in point, 39552–55. Tenants sunk in debt in many parts, especially in Kerry, owing to the banks discounting bills too readily, 39556–58. Is not able to instance any grievance the Irish tenants are suffering from; is in favour of fixity of tenure on certain conditions and fair rents; but opposed to free sale, 39565. A new

Little, Simon—continued.

Government valuation and a valuator of Court to fix rents desirable, 39570-71. Knows the system of management on the Portsmouth estate; does not think it a good one; explains this, 39576-80. Instance of a peasant proprietor proposing to sell, and become a tenant, taking a lease for ever from purchaser, 39580-81.

Adamson, George H., Esq., Auburn, Glasson, Athlone, Cos. Westmeath and Roscommon, Landowner.—Dublin.

Allows free sale to the fullest extent on his estate since the Land Act, 39587-88. Does not limit price, or interfere with the selection of the tenant, 39589. Has not altered his rents since the Land Act, 39591. Tenants disinclined to take leases since Land Act; consider they are better off as yearly tenants; instance of this, 39593-4. Tenement valuation no standard for rent; case in point, 39596-97. Considers that middlemen generally have reclaimed land, and made great improvements; gives instance of this, 39597-609. Large improvements, such as arterial drainage, made by landlords, minor improvements effected by tenants, 39610. Considers the compensation given under the Land Act quite sufficient, 39615. Has never had a case in the Land Court, 39617. Thinks landlord and tenant should make their own bargains—as a matter of policy, 39626-31. Suggests that landlords should have a royalty in the reclamations effected by tenants, 39640-41. Thinks ejectments should be abolished; has a strong feeling against the disturbance clause of the Act, as wrong in its principle and working; would suggest the machinery of the Bankruptcy Court to meet the whole business, 39645-46. Details of its working, 39647-49, 39653-59. Considers there should be a Land Commission, with a competent valuator of their own, to satisfy the people, and have a certain uniformity of letting, 39652-53. Thinks a tax should be put on the improvements of the country—where the Government supplies the money, 39660-61. Refers to an anomaly connected with the sale of farms for debt, 39661-68. Peasant proprietors who hold in fee along the islands of the Shannon, the poorest and most wretched people in the country, have all their lands mortgaged for more than it is worth, 39675-81. Case in point, 39682. Is of opinion that the Banks are ruining the country; illustrations in point, 39687-95.

Blake, Patrick Joseph, Esq., q.c., County Court Judge for the County of Fermanagh.—Dublin.

Has acted as Chairman for Fermanagh for twenty-one years, 39699. Is a tenant-right county, but the tenant-right is being gradually "nibbled" away by the landlords; gives instance, 39701-02. Is allowed on some large properties, but the result of his experience is, that tenant-right at one time existed in Fermanagh, but has within the last thirty years been gradually diminishing, 39703-5. Has granted £5,780 as compensation since 1870, compensation in the great majority of cases being given outside the Ulster custom, 39707-10. Adjudicated upon 150 cases, with thirty-four appeals, 39711-13; with result that three were reversed, two were varied by amounts awarded being increased, and two by being diminished, 39714-15. Suggests that the rights of both landlord and tenant should be secured, that a tenant should have tenant-right, and should not be disturbed as long as he was a good and proper tenant, and on condition that he paid the rent punctually; would allow rents to be revised every twenty years, 39716-17. Hands in lease, which he considers very unfair, 39720, 39737-39. Would give the right to all existing tenants to claim a revision of rent, 39722. Doubts if a better tribunal for this purpose could be found than the County Court. Lord Leitrim's opinion on the County Court, 39723-24. Scheme

for revision of rents, 39725-26. Objects to professional assessors—prefers local aid from men he can trust, 39727-30. Considers scale of compensation in Act misleading, 39731. Extravagant claims diminishing, people becoming more sensible, 39732-33. In favour of free sale; landlord may object to purchaser on reasonable grounds, but must not limit price, 39735. Objects to peasant proprietorship, except a man can buy of himself without Government aid, 39740-41. Has had many troublesome and nasty cases arising out of sales of land under the Church Commissioners; the way conveyances were made has led to great litigation; illustrations of this, 39742-45. In case of any creation of peasant proprietors, their rights must be carefully defined beforehand, or there will be great litigation, 39746. Considers that peasant proprietors, as a class, are not prosperous, 39747. Give list of landowners in Fermanagh who deny the Ulster custom, 39747. In favour of transplanting the smaller farmers, or emigrating them, 39749. Tenant rented over £150 he would allow to contract himself as he liked, 39750-51. Would not allow ejectments till one and a-half year's rent was due; would then give no time for redemption beyond what the Chairman thought fit, 39752-56. Statistics of land claims over Ireland; a return of cases tried before him in county Fermanagh from 1871 to 1880. Savings' Banks' returns, 39756. Anecdote showing antiquity of tenant-right, 39757-59.

Longfield, The Right Hon. Mountifort, 47, Fitzwilliam-square, Dublin, late Landed Estates Court Judge.—Dublin.

Has framed a scheme as a substitution for yearly tenancy, but prefers long leases and fair rents. The latter to be settled by contract in cases of leases. Tenant-right by contract to be established, and either party to have the right to alter the rent at reasonable intervals, 39760-70. If difficulty arises as to settlement of rent, the matter to be referred to a court for decision, 39771. Ulster tenant-right objectionable. All parts of Ireland to be placed on the same definite footing, and the tenant would get fair market value for his holding, 39774-80. A Court of Tenures to be established to arrange the values, not the County Court Judge. Arbitrators to go on circuit and examine witnesses, and report result to the court, 39780-9, 39813-5, 39871-3. Present system unsatisfactory, and in some respects unjust, 39790-3. When precedents were made the court would have little to do, and tenants could make their own contracts, 39794. Definition of tenant-right, 39796. Tenants-at-will have right to assign or convey by deed their rights, 39797-801. Tenants have no common interests, and so cannot combine to make landlords pay tenant right for disturbance, 39795, 39802-4. Northern tenants would have equally good positions under the scheme as the tenants in the South, and rents should not be altered oftener than every ten years, 39805-7. Improvements by landlord or tenant to be taken into consideration when settling the rent, 39810. If arbitration is declined, then recourse to be had to Court of Tenures, 39816. Fair play has been given to tenant purchasers in Landed Estates Courts, but it is difficult to alter the lots without prejudice to owners, 39818-21. The purchase of an estate by commission to establish peasant proprietary would be expensive, as the best pieces would be bought up and the refuse left on the hands of the Government, 39822-4. Landlord should not be compelled to sell unless a debtor, 39825-6. Public companies and absentee landlords should be compelled to sell, and thrifty tenants should receive facilities to purchase their holdings, the amount of the advance to be left to the discretion of the court, 39827-33. The Treasury to control the total to be spent, but not to control the Board of Works, 39834-6. Fixity of tenure and free sale as a general measure would be

Longfield, The Right Hon. M.—continued.

unjust to landlords. Might be given in a modified form to yearly tenants (but not to leaseholders), on condition that they paid their rents and did not subdivide or sublet. This would give satisfaction, 39837-51. Improvements to be registered and separate accounts kept; a time to be fixed for the exhaustion, and allowance made for them if not exhausted. Depreciation of land by tenants to be claimed on the contract. Tenants interests to be sold by auction, and the balance after paying landlord's claim to go to tenant, 39852-9, 39862. If landlord wants possession of the land, he can serve the purchaser with notice to quit, 39860. Auctions, no doubt, cause competition for land, and high prices are given, but men know what they are about and what they can give, 39862-5. The scheme has been in operation on one estate for a short time, but not long enough to test its working, 39866-8. It would not apply in case of a lease beyond thirty-one years, 39866-70. Small holders to have same rights as large tenants to purchase their holdings, and if unable to purchase, perpetuity leases to be granted, the land can then be sold by the court subject to these leases, 39874-6.

Rochfort-Boyd, George Augustus, Esq., Co. Westmeath; Landowner.—Dublin.

Manages his own property of 16,931 acres. Rental is £9,730, and valuation £10,249. There are large leases which are slightly above the valuation, but some tenants pay less than the valuation, 39877, 39881-2. A combination exists in Westmeath, though not on witness's property, not to pay more than Griffith's valuation, and this the Act of 1870 is unable to meet, 39878-80, 39883-6. Has spent enormous sums on the drainage and improvement of the estate, charging the tenants nothing for the outlay. Would consider a measure giving his tenants right of free sale an injustice to himself; but if a tenant wishes to sell has always given permission, 39887-90. No general objection to the extension of the Ulster tenant-right to Westmeath, 39891. Witness's tenants have fixity of tenure, and he has only ejected one or two men for forcibly holding land, 39892. Tenants in the county make no lasting improvements, and landlords give assistance for building houses, 39893-8. Witness's farms are mostly large, but not many leases. Tenants refuse them. As a rule, there is a confidence felt in landlords in the county, 39899-904. Peasant proprietary very desirable if it could be carried out with effect, and were lasting; but in a short time the big men would buy up small holdings, and the present state of affairs would be the result again. Strong provision should be made against subdivision or subletting, 39905-9. Ejectments are rare in the county, except for nonpayment of rent. Has only had one case in the Land Court (see 39892), 39910-2. The County Court is a satisfactory tribunal if the Judge has a knowledge of the working of land. An assessor to assist would not give satisfaction, 39913-7. Has given reductions to all his tenants, and rents have not been raised in the neighbourhood, 39918-20. Landlords' power of raising rent cannot be limited, but there should be a tribunal to settle disputes as to rents, 39921-2, 39927-8. Con-acre will reduce the value of a farm, and that should be considered in claims for a reduction of rent. Rents are not paid out of capital in the county. If punctually paid for long time, no complaint can be made as to being too high, 39923-6. Griffith's valuation no standard for rent, nor intended as a test. Until last year never mentioned in the county. Advantage of squaring farms, 39929-34.

Greer, James, Esq., Omagh, Co. Tyrone; Solicitor and Landowner.—Dublin.

Connected with 4,000 acres, and occupies 300 acres.

Landlord, Captain Cregan, non-resident, 39935-9. Purchased most of his property, 39940-4. Tenant-right prevails on the estate without limit, as well as on adjoining estates. Sales by auction permitted, with landlord's veto on incomer. The system works well, and tenants get from ten to twenty or twenty-two years' purchase, 39945-53. Price somewhat reduced of late owing to bad times, 39954-6. Emigration and business have reduced the competition for land, but there is no regular industry in the country, save land, 39957-60. Has only had two cases in the Land Courts, and is in harmony with all the tenants on the estates he is connected with, 39963-6. Value of tenant-right in Ulster not affected generally by demands for increased rent. Gives instances of estate, under the valuation, where new valuation is made on a sale, 39967-71. Confidence in landlord keeps up the value, 39972-5. Knows no instance of unjust raising of rents, though there may be cases, 39976-81. Witness's rents were raised on revaluation, in 1865, about eight or ten per cent., 39982-3. Land Act worked well in the locality; very few land cases; tenants undisturbed, with but one or two exceptions on townparks, and no notices to quit, 39984-90. Tenants' improvements checked since the Act passed, 39991. On the Castlederg estate tenants make the improvements, Mr. Spellar giving slates and timber sometimes, and not increasing rent. There is distress amongst the small holders, but they have not received relief. Seeds distributed in the Omagh Union, 39992-8. At Gortin relief given from the relief funds, but none on witness's property, 39999-40002. Many tenants purchased from the Church Temporalities Commissioners, paying one-fourth. Others sold their interests to shopkeepers and attorneys in and about Omagh, who purchased, and gave tenants long leases. The large holders have turned out well, but not the small tenants, who are always on the verge of starvation, 40003-17. In some parts of the country the holdings are so small that a tenant cannot support a family in decency and comfort from the produce. These should be induced to emigrate, voluntarily, and assistance given to enable them to go, 40018-26. Increased facilities necessary for intending purchasers under Bright clauses, and expenses should be borne by the State. Tenant-right should be considered, and discretion allowed as to amount to be advanced. Instance of purchase falling through in consequence of disagreement as to purchase money to be found by tenants, 40027-32, 40040-3. Plenty of estates for sale, and with sufficient inducement landlords would sell, 40033-7. The scheme should be scattered about the country, not localized. It should be gradual, 40038-9. A difference as to rent to be settled by a competent tribunal, or a commission composed of experienced practical men, 40044-9. If bought out of his land, witness would not live in the country as a rent-charger, 40050-4. Instance of high price being paid for tenant's interest of small holding, 40055-62. Tenants who purchased from Church Commissioners are now, many of them, in a bad way, having borrowed to pay their share of the money. Would be better off as tenants under old landlords than stripped of their ready money, 40063-8.

Doherty, The Reverend John, Donegal, Co. Donegal, Parish Priest.—Dublin.

Protests against the existing state of land tenure, as it takes and does away with the improvements of tenants, and even interferes with the contract of marriage. Instance of interference by a landlord with a family, and their ejectment for not acceding to his wishes, 40069-72. A change is necessary in the laws, and until the land question is settled the condition of the people cannot be improved, 40073-74. On Lord Lifford's estate, a few years ago, a large number of tenants were evicted because they would not consent to increase of rent. To avoid

Doherty, The Rev. John—continued.

paying compensation he allowed them to return on easier terms. They have to pay £1 10s. a year for forty perches of bog land, and are deprived of adjacent turbary banks. Fines charged on rent if not paid punctually, and rents raised on a change of tenancy in every case. Sales not allowed unless newcomer consents to increased rent, and tenants have no freedom of contract. Land on that estate has been reclaimed and brought to its present state by the people living on it, whose descendants now occupy it. Rents raised as much as 100 per cent., and a townland worth £4 4s. in the memory of a living man, now realizes £32. Tenants have no security under this system, 40075-86. Rents raised three times on the Fintra estate of Mrs. Hamilton in twenty years, 40087-90. Mr. Stewart Murray, in squaring his lands, gave 30s. to those families who were moved, and raised rents to a total of £1,000 on all, fourteen years ago, 40091-2. Land Act has not checked this raising of rents, and tenants are unwilling to enter into a contest with their landlords. Gives instance, 40093-7. Without fixity of tenure and protection tenants will not go to law, 40098-100. Nor would they appeal to the tribunal to settle rents through fear of eviction, 40101-4. Middlemen are a source of complaint, and the grievance should be done away with by charging the tenant not more than a fair rent, 40105-13. The extension of the Ulster custom over Ireland would be useless, as it is objected to even in Ulster, 40114-5. Witness is in favour of the principles of the three F's. Fair rents could be settled by a commission composed of thoroughly practical men, but "local" arbitration is preferable. Landlord and tenant may, of course, agree as to rent without having recourse to either of these methods, 40116-22. Improvements by either landlord or tenant to be taken into account in computing the rent, and landlords should be able to prove what they have done. A commission should carry out these principles, but they should have them plainly stated for their guidance, the limit as to date to be forty years. Tenants to have equal advantage with the landlord, 40123-32. Calls attention to the system prevalent in many parts of the United States of getting rents, by which the farmer is assisted by his landlord with improvements, stock, &c.,—the rent is paid in kind, according to the means of the tenant; does not suggest the principle for Ireland, 40299-303. Fair rents might be settled by a Government Commission or a local court of arbitration, 40304. Is in favour of fixity of rents, fixity of tenure, and absolute free sale; no veto by landlords, whatever may be the character of the new tenant, 40305-9. Has no objection to subdivision where it does not go below twenty-five acres, 40310. Regarding peasant proprietary, is in favour of the expropriation of absentee landlords, public companies, and corporate bodies; there should, however, be no compulsory sales unless the tenants themselves get the land, for absentee landlords are preferable to new landlords, 40311 4. Government should advance four-fifths of the purchase money, but the difficulty in Donegal is the enormous number of families having holdings under fifteen acres; impossible to live on five acres, even rent free; houses contain only one chamber; if better houses are built rents are increased; for all these small tenants witness advocates, emigration, migration, or reclamation of waste lands; emigration should be voluntary and assisted, with means of living for a time; instance of sad results of compulsory emigration, 40315-9. By reclaiming waste lands in Donegal and Galway, and allotting twenty-five acres to each family, many would be provided for; instance of holdings being so small that houses could only be built gable-wise, 40320-1. Communal rights on mountains might be added to these holdings, and the expense of reclaiming should be borne by the

Government alone, the tenants doing the work and getting paid for it; harbours and railways should be made and fisheries developed; these improvements would open up civilization and make the people steady, industrious and loyal; Griffith's valuation would, for the present, be a fair basis for rents, 40322-3.

Deputation from the Land Committee, consisting of the following gentlemen:—*Henry Bruen, Esq., Colonel C. G. Tottenham, Colonel E. H. King-Harman, Hon. Secretaries; Hon. F. A. J. Chichester, C. U. Townsend, J. S. Kincaid, T. R. Garvey, R. U. F. Townsend, C. C. B. White, and S. F. Adair, Esqrs.*

Bruen, Henry, Esq., Co. Carlow, Landowner.—Dublin.

Handed in statistics compiled from authentic but private sources as to the management of agricultural estates in Ireland, showing (1) the number and area of certain estates, Poor-law valuation, and number of tenants thereon; (2) the percentage over or under the valuation at which lands are let; (3) the amount of landlords' improvements for forty years; (4) the dates at which present rates were fixed; and (5) the number of evictions during the last ten years; and the deputation offer their views on the difficulties in which landlords are placed in their dealings with tenants, especially as to recovery of rents under the existing laws. Tenants holding on perpetuity or unexpired term of 100 years. Townholdings, townparks, grazing lettings for one year or less, and landlords' estates under £500 a year valuation are not included in these statistics. The estates of Lords Fitzwilliam, Inchiquin, Ardilaun, and the Marquess of Downshire, with about twenty-five other large owners, are not included in the returns, 40136-49, 40296. Money borrowed from Board of Works has not been separated from amount paid direct by landlords for improvements, 40150-57. Instance of combination of tenants not to pay rent unless reduction of 20 per cent. was granted, though their rents were mostly at or below Griffith's valuation. Proceedings by distress or ejectment are powerless at present, 40158-63. Further instance of combination to withhold rent, and prevent landlords from selling produce, 40164-74. Requests that the Committee may be allowed to give further evidence at a future date on the refusal of tenants to pay rent (also 40298). Protests against Griffith's valuation being taken as a standard for fixing rents, as it is very uneven. Hands in a paper on the subject. His opinions are those of the committee he represents, the object of it being to collect information on the true state of the relations between landlord and tenant in Ireland for the benefit of the public. Information as to rack-renting not forthcoming, 40268-74.

Adair, Samuel Frederick, Esq., Co. Kildare, Landowner.—Dublin.

Gives an instance of tenants withholding their rents through fear of Land League, 40174-8, 40181-3. Tenant giving £1,500 for interest of a farm refusing to pay more than Griffith's valuation, 40179-80. Has no doubt a system of terrorism has sprung up which deters tenants from paying their rents, and if they were made bankrupts, all friendly relations between landlord and tenant would be destroyed, and the country would become in a state of rebellion. Bills of sale given to shopkeepers by tenants have produced a great amount of trouble upon the people, 40184-93. Suggests that Judges of the Land Courts should ascertain fair value of lands to be sold, and require tenants to pay proportion of purchase money on that rental, granting a short statutable lease. Many landlords and tenants anxious to know what fair rents are, and latter willing to pay them, 40263.

King-Harman, Colonel E. R., Cos. Roscommon and Sligo, Landowner.—*Dublin*.

States that a complete change has come over the country within the past few weeks. After relieving his tenants in Queen's County of the oppressive rent charged by middlemen, and they had expressed their gratitude and satisfaction, they three months after refused to pay more than Griffith's valuation, and he threatened legal proceedings, 40194-6. Gives instances of the powerless state of the law to carry out sales for non-payment of rent, 40197-201.

Chichester, The Hon. F. A. J., Co. Wexford, Land Agent.—*Dublin*.

States that Lord Templemore's tenants* declined to pay more than Griffith's valuation, owing to the fear of the Land League. But for its existence he feels sure rents would have been cheerfully paid. At present the law, as regards the recovery of rents, is useless. Any one attempting to enforce it would be shot. If they could get the land for next to nothing they might recognise a new law, 40201-3. Some of the tenants on the estate owe three and four years rent, and have not been evicted owing to existing state of things. Part of the land is let at or about Griffith's valuation, and the tenants have privately expressed themselves satisfied, 40204-6. They are led astray by the Land Leaguers who dictate to them what they are to do, 40207-9. Tenants under Griffith's valuation have not offered to pay their rents; and on another estate those under the valuation have refused to pay unless twenty per cent. is taken off, 40210-12.

Townsend, Charles Uniacke, Esq., Land Agent.—*Dublin*.

Up to a month ago rents were paid freely, but now the combination has extended to Tipperary, Kilkenny, and Wexford. A tenant made bankrupt on her own petition had her cattle and stock withdrawn by her friends to avoid seizure. One proprietor remarks the landlords are "boycotted," 40213.

Kincaid, James Stewart, Esq., Land Agent.

Says it is impossible to collect rents. It is not the law that is inoperative, but the means of executing it. In the case of a tenant succeeding another it is difficult often to ascertain who the real tenant is, as no agreement or contract is signed on a change, and consequently there is a difficulty as to taking proceedings, 40214-40223. Considers the landlord the proper person to fix the rent, and not a Court of arbitration. Is in favour of freedom of contract, and thinks it exists now. A court might be referred to in a dispute as to rent to say what a fair rent was, but not to fix the rent, and compel the landlords to accept it, 40224-36. Fixity of tenure may be established if paid for, though practically it exists on all large estates. The tenants are as good as any in the world, but at present are misled. During the last three weeks there has been almost an entire cessation of payment of rents through the system of terrorism now existing, 40237-40.

Garvey, Toler R., Esq., Co. Tipperary and King's County, Land Agent.—*Dublin*.

Says that on the estates he manages, which are included in the return given by the Land Committee, there have been no general increases of rents, and the evictions during last ten years only seventeen out of 1,600 tenants. Rents are from ten to twenty-five per cent. over Griffith's valuation. This refutes the charge of rack-renting and numerous evictions, 40240-5. The practice of holding farms in rundale should be discontinued, and no legislation will be complete unless this system were stopped. Gives an example of the system in King's County, 40245-7. Denies the statement that a goat kept for a sick child had been shot. Goats in quantities are objected to on a farm owing to their destructive habits, 40248-56.

Townsend, Robert Uniacke Fitzgerald, Esq., Co. Cork, Land Agent.

Combination exists not to pay rents on the estates he is connected with. The tenants have the money, but are deterred through fear of the League. Bankruptcy would be the most effectual way to get rents, but other proceedings are useless, 40258-60. Greater facilities required to make men bankrupt. Complaints in writing referred to proprietors, 40261-2. On Sir G. Colthurst's property rents are in some cases higher than Government valuation, but large sums have been expended (£2,000) for slates and timber, 40263.

White, C. C. B., Esq., Co. Leitrim; Land Agent.

Tenants refuse to pay rents now. Where rent is above valuation it is owing to dictation; where rent is at Griffith's valuation it is owing to combination amongst the tenants themselves. Gives instances on his own estate. On other estates where rents were at Griffith's valuation the tenants refused to pay unless they received an abatement of 25 per cent. On another estate 30 per cent. was demanded, 40264-7.

Tottenham, Colonel C. G., Co. Wicklow; Landowner.

Gives instances of the valuation, rent, and prices obtained for tenants' interests of holdings in Wicklow, in one case 28 years' purchase. Another case where landlord refused to allow a tenant to sell. Two farmers who arbitrated on the value fixed it at £4 and £4 10s. an acre; valuation, £2. Subsequently let for £3, and interest bought by landlord, 40275-6. Case of tenant refusing to give up a piece of land for a residence for the priest unless £40 an acre were paid, and 25 years' purchase at that rate. Valuation, £2; rent, £3 an acre, 40277. Is opposed to free sale, but not to fixity of tenure, 40278-9. Arbitration to settle rents whether landlord wished it or no would be unfair. He should be untrammelled, but there should be a recognized standard of rent by general valuation, 40280-6. By legalizing fixity of tenure landlords would lose a valuable right, which, however, they ought to be prepared to sacrifice for the good of the country. By free sale landlords would lose all control over their estates. The value of that right could be appraised and landlords compensated for their loss if legalized by the State, 40287-96. Witness's evidence relates to his own opinions and not the opinion of Land Committee, 40297. The deputation then withdrew.

King, Michael, Esq., Strangemore, Derry, Co. Derry, Land Agent and Solicitor.—*Dublin*.

Has prepared a scheme for the creation of a peasant proprietary, particulars of which he gives, 40324-5. With reference to the complaints made by tenants on the estates of Mr. McCausland and Major Scott (see Mr. Brown's evidence), compensation was awarded, in some instances in full, in others according to the terms of "Cardwell's Act," allowance being made for unexhausted improvements; some tenants obtained what they had paid for the interest of the farm, having made no improvements during their tenancy; and in the case of James Loughrey, he paid less than five years' purchase, and received back that amount on leaving; the surplus paid by the new comer being expended on a house for his (the new tenant's) occupation; in all the cases witness produces the accounts in support of his statements, and disputes the testimony of those who say they were deprived of their just compensation, 40326-42. Case of a purchaser privately paying over the regulation price for interest of a farm; on leaving he obtained the regulation (or five years' purchase) amount; he was then bankrupt, 40343-6. Four evictions in witness's time, all for non-payment of rent; and Mr. McCaus-

King, Michael—continued.

land gave two of them presents. On Major Scott's estate there is no instance of tenant-right existing. On the adjoining estates, and those in witness's charge, various rules exist to regulate the sums paid to out-going tenants; in one case the landlord pays for tenants' improvements three years' rent, seed, &c.; another case—payment confined to five years' rent; on a third, tenant-right with landlord's permission, allowed; on a fourth estate, no custom exists and no sales have taken place; does not approve of rents being fixed by arbitration, but con-

siders freedom of contract should not be interfered with; existing tenants should be protected from grasping landlords, but present law sufficient for that purpose; landlord and tenant to have equal facilities for raising or lowering rents; a new valuation desirable, as present one is obsolete and uneven; the seventh section of the Act, should be amended; the date for notices to quit altered; the prohibition against contracts void, making landlord liable for disturbance not to apply to new lettings, &c.; gives instance of case of his own, 40346.

ROYAL COMMISSION

OF ENQUIRY INTO THE

WORKING OF THE LANDLORD AND TENANT (IRELAND) ACT, 1870, AND THE ACTS AMENDING THE SAME.

MINUTES OF EVIDENCE.

FIRST DAY—WEDNESDAY, 1ST SEPTEMBER, 1880.

Sept. 1, 1880.

Present:—The Right Hon. the EARL of BESSBOROUGH, Chairman, The Right Hon. BARON DOWSE, The O'CONOR DON, ARTHUR MACMORROUGH KAVANAGH, Esq., D.L., WILLIAM SHAW, Esq., M.P.

THOMAS DE MOLEYNS, Q.C., examined.

Thomas De
Moleyns, Q.C.

1. The CHAIRMAN.—You are County Court Judge for Kilkenny?—Yes.

2. How long have you held that position?—For nineteen years, and before that I was for one year Chairman of the County of Cork, East Riding.

3. I presume you are aware of the subject of the inquiry of this Commission?—Yes.

4. Do you know exactly the terms of the reference?—Not exactly. (*The Secretary read extract defining the scope of the Inquiry*), I am sure the Commissioners will understand the objection I originally made to pronouncing any opinion as to the amendment or alteration of the Act, for this reason that being one of those persons engaged in its administration, I think it inexpedient for me to express, though possibly I may entertain views upon the subject.

5. In the course of your duties as County Court Judge, you must have had a good deal of experience of the working of the Land Act?—Hardly as much as the Judges in other counties. The number of land cases in the County Kilkenny has been very few, I think probably only fifteen or sixteen since the Act was passed; I am speaking from memory and cannot be very accurate. Perhaps I may be allowed to observe that I think the small number of cases that have occurred in my county is the best tribute that could be paid, both to the Land Act itself, and to the county over which I preside. The fact of its having acted as a discouragement to cases of eviction, is probably the object which the framers of the Act would have entertained.

6. Now in looking at the Land Act the first subject that comes up for consideration is the Ulster tenant-right custom with which of course you have not so much to do in your district?—We have nothing to say to it in Kilkenny.

7. The only question would be whether there is anything that could be called a usage corresponding with that of Ulster tenant-right on certain estates in your district?—None that I am aware of. Assuming that the Ulster tenant-right usages imply a general power of sale under conditions which I need not enter into more particularly, I am not aware that they prevail upon any properties in that county.

8. The cases that have come before you, I suppose, related principally to compensation for disturbance or improvements?—Yes, and in two or three cases for registration of improvements under a particular

section of the Act, I think the 6th, relating to registration of improvements.

9. I believe it would be the best way if I were to ask you if you would state generally the result of your experience on these points, taking them separately; first say as to disturbance?—If I am asked merely as to the working of the Land Act I cannot say that I see anything to find fault with in its working; I guard myself at present from expressing any opinion as to whether it should be extended or its operation diminished, but as to the mere working of the Act I cannot say that I see anything to find fault with. The Act itself (though of course a very complicated one from the number of amendments introduced into it from time to time during its passing) always appeared to me to work extremely well. There is a separate Land Sessions provided at each Quarter Sessions the date of which is fixed beforehand, and the rules I think point out very particularly what course is to be adopted. The expense is not great, and I have no doubt wherever there is a case of eviction that would be a proper subject of claim for disturbance, that such cases are always brought forward, and therefore it is a satisfactory testimony as to the county itself that I should have had so few cases before me.

10. Have you had any case before you in which the question of a claim through predecessors arose?—Yes.

11. Have you found any difficulty in defining the meaning of the word predecessors?—I think not. I think the Act pretty clearly defines who shall be a predecessor and who shall be a successor. Of course incidentally a difficulty may arise as to whether improvements were made by a predecessor, or as to the manner in which they came through different persons, but I think when once you arrive at the matters of fact in a case there is no difficulty about the meaning of the words.

12. Do you consider then that the most difficult point is as to the value of improvements?—I think so.

13. How to estimate them?—I think so. I may perhaps add that I felt very early the difficulty of deciding cases of this description upon the mere evidence of maps, the evidence of surveyors, or the evidence of skilled persons who—in that as in all other departments where skill is supposed to be the foundation of the evidence—always differ. Therefore—I don't know whether I ought to mention it or not—but I have found it so satisfactory to visit the

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Thomas De
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spot that I may say in almost every instance I have gone to see the place myself before hearing the case—that is in any instance where it was reasonably practicable, where the land lies within, say from ten to twelve miles of the town in which I sit, and certainly, as far as my experience goes, that course has been very satisfactory to myself as enabling me to decide the case with more ease and I hope also satisfactory to the persons concerned. It is very difficult in the conflicting evidence that prevails in these cases to estimate the value of improvements and decide on them without seeing the place itself.

14. Have you found the tenants generally pleased at your going, and willing to point out to you all that you wanted to see?—As far as I could ascertain, most certainly so. All parties are pleased at a personal inspection. I don't see how they could be otherwise, because litigants naturally like to have their place inspected by those who have to decide their case, and every facility has been given to me both by landlords and tenants.

15. Do you consider that the compensation for disturbance given by the Land Act has operated to prevent evictions, and, therefore, to render cases of hardship less frequent?—That of course could be only a matter of opinion, but I do think so, and as I have already said, I think it is the best tribute that could be paid to the Land Act that it does operate as a silent discouragement, if I may say so, to causeless evictions. Naturally a person will hesitate without very strong reason before he involves himself in certain litigation, and having possibly a large amount to pay. I don't know that I ought to say that without adding that the infrequency of these cases is a very great tribute also to the landlords of the county. I have not found that there has been anything on their part with the exception, perhaps, of one or two instances that I could call harsh evictions, in which cases of course compensation was given for disturbance.

16. As to the scale of compensation you have the option under the Land Act of increasing or diminishing it?—Within certain limits.

17. Do you consider that the scale of compensation, as laid down by the Act, is a fair and reasonable one, and gives you the power in that way of dealing fairly with those parties?—Well, there I am afraid I am verging on a matter of opinion. No matter what the opinion you give may be it pledges you to a certain extent and may afterwards be prejudicial when you come to decide matters of the kind in court. It may be naturally said, "Oh! the County Court judge has already formed his opinion on the matter."

18. Baron Dowse.—But you must administer the law as it is, whatever the law is?—But this is a question as to whether the law is to be altered. I am quite ready to administer the law as it is, or to administer the law as it is to be if it is altered. I don't know whether you see my objection, but this is not an ordinary matter of opinion.

19. CHAIRMAN.—Would you have any objection to say whether or not you have felt that under the present Act you are unable to do justice to the extent to which you would wish to do it?—I have never met with a case where I have given the full amount that I had the privilege of giving. At the same time I will add, that in very strong cases, cases that have no extenuating circumstances, viewing the matter from the tenant's point of view, I think the full amount of the present scale of compensation would hardly repay him for the loss of his home and his farm. Looking at it from the tenant's point of view, I myself, for instance, should not have been satisfied in his place, but then, again, there is the landlord point of view to be considered. I give that opinion subject to the difficulty I have already stated.

20. Then on the subject of improvements, again, you say there is the difficulty of estimating the value of improvements, and from your manner of going to the holding itself—you probably having practical experience of farming—you are a better judge yourself which

view of opposing evidence you ought to take?—Even without any practical experience in farming I think there is a great advantage in looking at things on the spot. For instance, where flourishing crops are described, and where it may turn out to be all barren it is satisfactory to find what the fact really is. But I should add as to any difficulty there is with regard to evidence of improvements, this conflict of evidence is only natural—we have to encounter it every day in all other matters that come before a court—and we have only to arrive as best we can at what may or may not be, perhaps, the exact justice, but will be the rough justice of the case. Otherwise of course there would be no necessity for judges of facts.

21. There is a power in the Act under which no disturbance is to be given in any case where the landlord has offered the tenant to remain in possession on reasonable terms; have you ever had a case under that clause coming before you?—I think, if I recollect rightly, there was a case of that sort, in which the landlord demanded an increase of rent, which he asserted was a reasonable rent under the circumstances, and, in that way incidentally the question arose, whether the offer he made to the tenant was or was not a reasonable one. I thought it was not, and gave compensation for disturbance accordingly; the question being an increase of rent.

22. Now have you had any questions before you arising out of the subject of the reclamation of waste lands?—Yes, that question has arisen incidentally among improvements.

23. What is in your view the interpretation of the term "waste lands"?—Well, it is very hard, to give an exact definition beforehand, but for instance, the barren side of a mountain, if reclaimed so as to grow crops, even though they may not be very flourishing ones, I think would be reclamation of waste land. In fact, wherever crops are made to grow where they did not exist before, owing to the barrenness of the soil, I should say that would be reclamation of waste land.

24. There is a great deal of land that was cultivated before the famine of 1846, and was afterwards thrown up and furze grew over it; do you consider that bringing such land back again into cultivation comes under the category of reclamation of waste lands?—I should think that if for a number of years the land had so relapsed that it was in the state your lordship has described, making it again to grow crops would be reclamation of waste lands.

25. And that would be the fair and reasonable interpretation of the term?—Subject, of course, to one's own inspection and the evidence given.

26. Do you consider that any words additional are necessary, so that that point should not be a matter of doubt? Any words in addition to "reclamation of waste lands"?—I am afraid the more words you introduce the more you limit matters, and probably the more difficulty there will be. I think it is better to trust the persons administering the law to discover its meaning.

27. I should trust them willingly, but I am thinking of its meaning in the eyes of the tenants; I have rather an idea that tenants have often thought that under the interpretation of that clause, if they set to work at the sort of thing I have referred to, it would not be considered as reclamation?—It is a most important part of the Act, because in every section permanent improvements, reclamation of waste land, tillages, &c., stand out prominently. They maintain a pre-eminence over every other improvement. Your lordship would suggest to me any alteration in the direction you refer to I would give my opinion as to whether I think it could be advantageous introduced.

28. Baron Dowse.—It is generally looked upon that reclamation of waste lands means making land to some extent good that was perfectly useless before—I should think that was the usual interpretation and for that reason I should hardly like to limit it!

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additional words; I think that to make crops grow where none grew before, by the labour and industry of the tenant is what is generally understood. Whether the tenants are under any misapprehension on the subject I am not aware.

29. CHAIRMAN.—The sort of land I mean is used as grazing land?—Has been used as grazing land.

30. And is still, but is so overrun with furze that tenants have to work in between the furze if they want to make any good of it, and it is an expensive business reclaiming it?—It is very expensive. With regard to land overrun with furze it may be either well reclaimed or badly reclaimed. If the work is not thoroughly well done, it is apt to grow again. I have had that case before me, in which part of the reclamation of waste lands consisted of fields on which furze had grown, and which were stated to have been reclaimed.

31. Then your opinion is, that by means of your own personal visit to the place, you would be able to come to a fair conclusion as to the meaning of that clause?—To a more satisfactory conclusion, certainly, than by trusting to the conflicting evidence which is given in every land case. I don't mean to say that it is practicable or possible under all circumstances in the present state of things, for a Chairman to visit every holding in respect of which a claim is made, I only state that wherever it has been practicable, I have been only too glad to do so for my own satisfaction.

32. In clause 5 of the Act, presumptions in respect of improvements, have you found that there is any difficulty at all in arriving at proper evidence on either side from the tenant or landlord whether he assisted in improvements?—I don't think a case of the kind ever arose before me. I am aware of the number of exceptions there are as to presumptions, and the many other exceptions that are grafted upon almost every section of this Act, but a case of that kind has never practically arisen before me.

33. That leads me to ask whether you think that the fact of the sections being grafted with exceptions make a difficulty in many cases in interpreting the Act?—I think the Act is a very difficult one to interpret, and a very complicated one, which I attribute to the number of different views that were entertained on the subject while it was passing through the House of Commons, and the number of exceptions that were made from time to time to meet those views, and grafted on the different sections. In many cases, I think, you will find that a particular section refers to a subsequent section, as containing a limitation of its meaning.

34. Without going into the subject now, would you feel any objection to making some suggestions on paper to the Commissioners afterwards, as to any amendments that you think serviceable in that respect?—I am not aware that I could without remodeling to a great extent the Act, which is always, objectionable. Even though in some respects an Act may be obscure and complicated, yet if you wish to remodel it merely for that reason, it may become even still more objectionable.

35. You would not have anything to do with permissive registration of improvements in your court—registration of improvements by tenants or landlords?—Yes, certainly.

36. Oh, that comes before you?—I have had two cases of it. They are very often most difficult and complicated cases. That is under the 7th section.

37. Baron DOWSE.—The 6th is the registration of improvements clause?—The 6th. It is a divided jurisdiction, if I may say so, between the Landed Estates Court and the Civil Bill Court. The landlord or tenant, as it may be, determines upon filing a schedule in the Landed Estates Court, of his improvements, and preliminary to that the matter

is referred then, after two months' notice, to the chairman, and it becomes what is called technically a dispute, before him, like any other dispute. But the duty of the chairman is limited. He has merely to inquire whether they are improvements suitable to the holding, and by whom they were effected. He has nothing to do with the cost, and, therefore, when he has decided what are the improvements effected by either party, and no objection is taken, the decree or award that he makes is sent to the Landed Estates Court, and is there filed as a record in that court. The question has to be determined afterwards, at the determination of the tenancy, what amount should be granted in respect of these improvements. It is merely *prima facie* evidence that the improvements were effected by the person whom the decree states to have effected them.

38. CHAIRMAN.—In your opinion this clause is satisfactory?—I think so. I had one case that took a great deal of time, from ten o'clock in the morning to six o'clock in the evening. An appeal was taken, and I think it took two days before the going Judge of Assize, but it was finally settled. Of course I went to the land, there were such a number of improvements claimed—fifty or sixty of them.

39. Then, clause 7 relates to compensation in respect of payment to the incoming tenant, had you any cases of that description before you?—I don't think I had any. It is where the tenant has paid, with the knowledge express or implied of the landlord, a sum of money, or money's worth, to the incoming tenant.

40. Then, you have no particular observation to make upon that clause?—I have not. I think it has been included in a claim before me, now that I recollect, but they did not insist upon it. Generally, it is merely an alternative to section 3 for disturbance. Though it was introduced into the claim, yet it was not proceeded with, inasmuch as the disturbance clause was the one they went on.

41. Then, section 9 is as to limitations as to disturbance in holding, relating to ejectment for non-payment of rent, or for breach of conditions?—Yes; that is a clause limiting disturbance, and excluding the particular cases mentioned there—cases of ejectment for non-payment of rent, breach of conditions, assigning, or subletting.

42. Afterwards there is a clause respecting an exorbitant rent; have you had any case arising before you of the kind in which there was a claim made for disturbance, although on ejectment for non-payment of rent?—That is where the rent does not exceed £15, and where the Chairman thinks that the non-payment of rent was caused by its being exorbitant. I am not aware that I have had any case of the kind. Certainly I have not acted upon it, for it has never been brought before me.

43. Now, the clause we have been just reading says, with the "express or implied consent of the landlord;" when you come to the 11th clause, it says:—

"For the purposes of this Act, the tenant shall be deemed to have derived his holding from the preceding tenant if he has paid to such preceding tenant any money, or given to him any moneys' worth in respect of his holding, or has taken such holding by assignment, or the operation of law from the preceding tenant, or where a succession of tenants have derived title each from the other, and the earlier in such succession shall be deemed to be the predecessor of the latter, and the latter in succession shall be deemed to be the successor of the earlier."

That does not mention "with or without the consent of the landlord?"—I take it, not having the Act before me, that the 7th section uses those words for the purpose of fixing the landlord with a possible claim for the amount so paid. The 11th section, I think, is confined to what I may call the inheritance of the improvements, as between the tenants themselves. I

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think that is the meaning of it—who should be successor to the improvements, because the tenant may claim not only for his own improvements but for all those that his predecessors in title have effected.

44. Then, in that case, any person, a stranger, giving a man a sum of money for a holding would, without the landlord's knowledge, become entitled to compensation for the improvements?—I take it to be so. The improvements remain, that is always subject to the question of the tenancy not having been determined. If the tenancy is continuous, the chain of title then goes from man to man as predecessor and successor, and, within the limits of the Act, the person who comes in is entitled to these improvements which remain in the land and from which the landlord is supposed to have benefited, no matter by whom they were effected, whether by the purchaser or by his vendor.

45. His penalty would be the loss of his disturbance money, but he would get his improvements?—He would get his improvements, and subject to certain limitations—disturbance money—

46. Just a question as to the exemption of certain lands in clause 15, I don't know whether there is anything in the other clauses that you would notice in the first instance?—I think they are generally understood. They have been acted on now for a number of years. The 15th clause relates to the exemption of certain lands, demesne lands, townparks, and pasture lands.

47. The question I wanted to ask you is what meaning you have given to the terms "demesne lands" and townparks?—Cases have arisen before me, both as to demesne lands and as to townparks. They have been the subject of several decisions, and I think they are pretty well understood. As to townparks they must be not only fields adjoining a town, but they must also bear an increased value by reason of their being so adjoining, and be used by persons resident within the town for that purpose. I think that is the interpretation generally given.

48. Baron DOWSE.—The meaning of it is not left open to doubt?—No. With regard to demesne lands that question has been also decided in two or three cases upon appeal by the judges. The question, I think, generally speaking may be said to be this, whether they have always maintained their character of pure demesne, or whether the landlord has been in the habit of letting them for the purpose of grazing. If he has been doing so for a continuous number of years they may be probably said then to have lost their character of demesne lands, and to come within the general description; but there again the question would be one of fact; the words could hardly have been, it appears to me, plainer than they are.

49. CHAIRMAN.—Has there been a general interpretation throughout Ireland on that subject?—No; I think not. From time to time questions have arisen both as to townparks and demesne lands, and they have been decided on appeal, by the judges. So far as they have been decided of course there is an end to the question, and all that has to be done is to conform to the decisions. In fact the law is settled, and the facts of each case are alone to be considered. For instance, with regard to demesne lands, the question would be what has been the habit of the proprietor in letting them. If he has only let them for one year you could hardly say then that demesne land would lose its character, but if he let them from year to year for a number of years, it might probably be considered otherwise. I had a case in Kilkenny of that sort before me where I held that the lands had lost their character as demesne lands, and an appeal was taken before the judge.

50. Then the distance from the town must be of course a matter for the judge?—The distance from the town relates only to townparks, but demesne lands is a different question. There are several decisions reported upon both these subjects.

51. Baron DOWSE.—The law upon that subject stated here in *Nolan and Kane*, page 206 (*quoted*). You cannot keep up the character of demesne lands they are let for forty or fifty years as common letting land.

52. It is altogether a question of fact?—Exactly.

53. CHAIRMAN.—Let me ask you with respect to section 18, that is a very large power indeed?—It is very large power. It is always an unpleasant thing to substitute what I may call discretion for law, but under the particular circumstances it is a choice of evils to intrust it to persons who, at all events are supposed to do their best conscientiously.

54. Have you found it, upon the whole, a great assistance in the working of the Act?—I think so. It is always to be recollected that our discretion—I speak for the body—is subject to review by the highest authority—the Judges of Assize and the Judges of the Court for Land Cases Reserved.

55. Baron DOWSE.—You stated I think, Mr. De Moleyns, that you had had fifteen or sixteen cases before you, speaking generally; is yours a first-class county?—A first-class county, but it is to be merged, I may say, with another county on my resignation or death.

56. Yours is a first-class county at all events?—It is.

57. Have you any idea, from your position as County Court Judge, whether there were many cases settled out of Court that never came before you at all?—Really I cannot say, but if I were called upon to say I should think not. I should certainly know all the cases that were entered or listed, because they must be served a month before the land day.

58. I do not refer to a case that comes into Court, or cases settled after they came into Court; but, suppose a landlord wants to evict a tenant, it is quite possible for them to agree between themselves as to the amount of disturbance without coming into Court at all?—Certainly.

59. Independently of what you see as a Judge, have you any idea whether there have been cases settled that never came into Court at all?—That I cannot say.

60. You are aware that the Land Act contemplates legalizing customs that are essentially the same as the Ulster tenant-right custom no matter in what part of the country they may prevail; I understood you to tell the Earl of Bessborough that you are not aware within your jurisdiction of any estates on which such a custom exists?—I never heard of anything of the sort; that is assuming that there is a right to the tenant to sell to a *bona fide* purchaser at the existing rent or at such reasonable increase of rent as the circumstances may warrant, giving a reasonable *veto* to the landlord as to the character and solvency of the tenant.

61. That is an exact definition of the Ulster tenant-right custom, no doubt about it?—That is what strikes me as its meaning.

62. Then you are not aware of any such custom in Kilkenny?—I am not aware of any there that you could call a compulsory usage.

63. A usage prevailing to such an extent that the law legalizes it afterwards?—No, I am not aware of any.

64. This is a question that you need not answer if you do not like, but it strikes me as one that it would be well to have your opinion on; do you think it an advantage or otherwise to have different land laws prevailing in different parts of Ireland?—Well, I should say not, assuming that you could get, as far as human institutions will allow, a perfect land law, I will not say, satisfactory—for that is impossible—but that would be not unsatisfactory to both parties. It would be naturally an advantage to have a general law throughout the country. Nor, I will add further, have I ever been able to ascertain

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—now I am speaking individually—that there is any great advantage on the part of the landlord—and I am a landlord to some extent myself—in refusing leases to tenants or relying upon yearly tenancies I think the system of yearly tenancy is open to serious drawbacks as regards the landlord. At an early period of my life I gave, of my own accord, very long leases to my tenants, looking only to get fair rents, and I never had reason to regret it since, even during the famine years. I am now speaking only personally, and perhaps it may be egotistical on my part, but I have a very strong opinion of the impolicy of tenancies from year to year.

65. I have seen it somewhere stated that this Land Act has been a failure; is that your opinion?—My opinion is that it is not a failure. Allow me to state why I think so. I think a very fair testimony to bear to the efficiency of the Act is the small number of cases that have arisen in a county like Kilkenny. Either it must speak favourably for the landlords who have evicted in so few cases causelessly, or the Act must have operated as what I have termed a silent discouragement, which I think is most beneficial.

66. CHAIRMAN.—It also speaks well for the tenants?—Let me add, for the tenants also.

67. Baron DOWSE.—Then it is your opinion that the effect of the Act has been to discourage evictions?—I should say so, from the small number of cases that came before me. I can only judge from the few claims that have been made for disturbance.

68. Are you able to state, according to your judgment, whether or not there have been any increases of rent of late years in Kilkenny?—In some cases—not lately—that came before me some years back, ejectments were brought, I believe, principally, for an increase of rent. In all these cases, I endeavoured, as far as I could—this was before the late state of things had arisen—to settle matters between landlord and tenant, to prevent evictions; and in almost all cases, I succeeded. I found all the parties reasonable. Probably there was a small increase of a few pounds upon a substantial rent—not, as I considered, unfair.

69. We all know here, but perhaps it may not be so well known elsewhere, that Kilkenny, with the exception of some collieries, and some small matters, is not what is called a manufacturing county?—No.

70. It is agricultural as much as any other county in Ireland?—I might say so.

70A. To what do you attribute the small number of land cases you have had before you in Kilkenny? is there anything in the nature of Kilkenny itself that would account for it?—It may be a very unpopular doctrine with some parties, but I attribute it to what I believe to be the good relations that exist between landlord and tenant in Kilkenny. I have borne testimony to it often from the bench, and I am very glad to bear testimony to it here now. I don't know what other testimony I could bear, or other answer give.

71. You need not answer this if you don't like; but do you think the character of the county-court judge has had anything to do with it?—No. I can answer that immediately. Decidedly not.

72. With regard to the character of Kilkenny in respect of crime, I wish this to appear on the notes as it will show the capacity in which you act. As County Court Judge, you officiate in the Civil Bill Court, and deal with the land cases?—Yes.

73. And as Chairman of Quarter Sessions you are a Criminal Judge?—Yes.

74. And deal with the criminal cases brought before you in the same way as a Judge of Assize in the Criminal Court, except where particular cases arise?—Yes.

75. Therefore you have experience of the criminal as well as the civil side—in fact I may say experience in every possible way?—I should say so.

76. And you also have the licenses?—Yes.

77. Therefore there is no person in a better position to form an opinion of the county judicially than you are. Am I right in saying Kilkenny is not a county in which there is much of what you would call agrarian crime?—I don't think there is any agrarian crime. Speaking from my experience of ten years, I don't think there is any agrarian crime.

78. CHAIRMAN.—This last was in the county Kilkenny?—It was, but it happened I think in connexion with Wexford; and was not connected with anything in the county Kilkenny. The principal cases in Kilkenny are assaults.

79. Baron DOWSE.—And there used to be some ecclesiastical cases?—There used—assaults arising often out of disputes about land, but I don't call these agrarian. Agrarian cases I consider to be cases arising out of the relations of landlord and tenant.

80. With respect to these cases that have been before you, are you aware whether there were appeals in any of them?—I think there were appeals in four or five perhaps.

81. I have heard it said I don't know whether it is true or not, that the effect was to leave matters much as they were?—It is not for me to say.

82. But as a matter of fact?—As a matter of fact it is so. I am not aware that there has been any reversal, speaking from memory.

83. You say you have gone out yourself occasionally to see the land where there has been contradictory evidence?—When a case is listed, I inquire how far the land is from Kilkenny, and I then as far as possible make arrangements with the Clerk of the Peace, to go out before and inspect the place.

84. Would it be any advantage to the County Court Judge generally, to be able to depute some person to investigate matters of fact of that kind, and to report to the Judge upon them?—I am not certain as to that; practically speaking, you delegate then your jurisdiction to another person.

85. In the Act as originally introduced, there were assessors, do you consider it any advantage or the contrary that being struck out of the bill?—I should not wish it to be introduced again, as far as my experience goes.

86. You would rather have the matter decided by you upon the evidence before yourself in court, and as far as possible to make yourself a view jury so to speak?—Yes, and I think generally speaking the country people themselves would be better pleased to have the old familiar person entrusted with the case.

87. With respect to these townparks, the result of your answers to Lord Bessborough is that you know of no practical difficulty arising as to the definition of townparks. You do not think it could be bettered at all by any clause in the Act of Parliament?—No I don't think it could having regard to the decisions made on the subject; I think too many limitations as to the meanings of a term often lead to contradictory decisions.

88. And you think there would be great difficulty in putting any other definition on waste lands other than waste lands?—I think so, but at the same time I should be glad to receive any good definition to be given by those familiar with agricultural matters.

89. Don't you think if any definition was put in the natural effect would be to limit the words?—I think so.

90. It could not be to extend the application of them?—No, unless there was a mandatory condition, it should be compulsory.

91. If the Act is complicated, isn't the subject a complicated and very difficult one?—Very, and I think it is astonishing if I might be allowed to say it, that it has worked so well.

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92. And you know the difficulty there is—the very great difficulty, in passing an Act of Parliament—everybody putting in things here and there, it is difficult to get them into shape?—As long as it keeps its present shape—substituting for the permanent holding of the land damages for being evicted from it, I am not aware that any Act in the main could be better than the governing Act on the subject. Of course that does not meet the views of those who wish to remain permanently in occupation of the land. That is my opinion taking fair views as far as I can between both parties.

93. Are you aware, or have any cases come before you where you found the landlord was endeavouring to get the tenant to bargain himself out of the land Act?—No.

94. To enter into an agreement that he should not claim under the land Act?—No, nothing of the sort ever came before me.

95. As a rule, according to your experience of Kilkenny, who make the improvements on the land when they are made—is it the tenant or the landlord?—The tenant except, perhaps, on particular estates—those of the larger landed proprietors.

96. But these are conspicuous examples?—Yes.

97. And isn't it the practice that the tenant makes the improvements?—Yes; and especially where land is reclaimed.

98. That is if anything is done at all in the shape of improvements?—I wish to add, that I except from that general statement the properties of the large landed proprietors—the Clifton estate, Colonel Tighe's estate, the Piltown estate, and other similar properties, but I think the general rule would be that the tenant makes the improvements, and even on these to some extent as respects reclamation of land.

99. There are two leading features in the Land Act, one is compensation for eviction, and the other is allowing the tenant for his improvements within limits; they are two distinct and different things?—Quite.

100. When you say the Land Act has not been a failure, do you apply your observation to both of these features?—Yes, generally speaking.

101. To the whole Act?—I should say so. That is, assuming that those who administer the Act administer it properly and fairly. Of course I need not say that the best Acts may be vitiated by being badly administered. Far be it from me to say anything of the sort. I think the Act gives full scope, on this assumption.

102. Do you think the Land Act has stimulated the making of improvements on the part of the tenant?—As a matter of fact, I could hardly say, but I think that is the tendency. At all events, the small tenant who makes improvements knows perfectly well he has that claim hereafter.

103. He has a feeling of security that he would not otherwise have?—I should say so, naturally.

104. CHAIRMAN.—Do you think it has had any tendency to deter landlords from contributing towards those improvements?—I could hardly say.

105. Baron Dowse.—It would depend very much on whether each improvement could be ear-marked, so to speak, that the landlord could show what was his own?—I think it would be very unwise in landlords in the present state of the law not to take care to specify in each case his own improvements, and then the registration of improvements applies and perpetuates the discrimination, which will afterwards be made available when the proper time arises.

106. Do you think there is any improvement in the houses of the tenants from what there was before the Land Act?—I cannot say. There may be; I will not say there is not. I cannot speak with accuracy upon that, except as to one conspicuous exception, that is Piltown and its vicinity. I sit there twice a year, and I must say that is one of those model villages which are hardly to be found in Ireland, and in very few cases even in England.

107. In that case I suppose the improvements were made by the landlord?—I take it to be so, for this reason I exempted from my general statement the large properties of the county. There may be other exceptions. It is quite impossible the tenants of the Piltown estate could have brought their holdings and houses into the state they are in without the contribution of the landlord, if not without his exclusive aid.

108. Do you think leases are increasing?—I am afraid not.

109. There are several matters that I would like to ask you about, but they may be trenching upon that part that you say you would not like to give an opinion upon?—You understand my difficulty on this subject.

110. But you said, a short time ago, that you were not partial to tenancies from year to year?—Certainly not.

111. What objection have you to tenancies from year to year?—In the first place, from the tenant's point of view, they are objectionable; and from the landlord's point of view, I don't see what advantage arises from them. Any advantage with regard to elections, the Ballot Act has put an end to. In the next place, you have the difficulty of the notice to quit, the perpetually changing law, and the perpetual defeats the landlords are subject to when they do think it necessary to eject a tenant; whereas under a lease you eject without any difficulty, if a tenant acts improperly by breaking his covenants, or doesn't pay the rent. I therefore cannot see what advantage a tenancy from year to year is for the landlord, except, possibly, the idea of being able hereafter to increase the rent.

112. In that view of the case, looking to the increase of rent, do you think that is a weakness arising from this tenancy from year to year?—I think that must be one of the reasons; I can see no other good reason.

113. One of the intentions of the Land Act was to make evictions difficult?—So I take it; that is, causeless evictions.

114. Capricious, as they are sometimes called?—Yes.

115. Do you think it would be an advantage or otherwise to prevent them at all, except in cases of non-payment of rent—if the landlord gets his rent, what more does he want?—Personally speaking, I may say that I have always felt that, provided you get your rent punctually, the landlord should be satisfied with it; but it is rather, perhaps too much to say there ought to be no evictions, because circumstances may arise rendering evictions necessary.

116. That is in exceptional cases; but, as a general rule, if the landlord gets his rent, don't you think he should be satisfied?—As a general rule, certainly.

117. There may be cases where the tenant will subdivide contrary to the wish of the landlord; there may be cases where the tenant will sublet contrary to the wishes of the landlord; or there may be cases where the tenant uses bad husbandry, or is a notorious evil liver, and a bad example to the whole neighbourhood; but if he is an industrious tenant, endeavouring to discharge all his obligations to the best of his ability, what more does the landlord want than his rent?—Assuming these latter conditions in the tenant's favour, I would agree with you that he should wish nothing more; but the Act itself pointedly specifies a great many of the reasons you allege as justifying the landlord, and taking such cases out of the category of causeless and unreasonable evictions.

118. But are there not cases in which the tenant would rather stay on the land than take any amount of money as compensation?—Certainly. These are the cases I referred to; and, if I were in the tenant's place, I should prefer to do so myself. I would rather be allowed to stay on, than to receive the allotted compensation.

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119. And practically that, as a general rule, is what the good landlords do?—Certainly, as far as my experience goes.

120. And the landlords on the large estates?—I should say the landlords on the large estates almost invariably do; I think the object of the Land Act was to compel landlords of a particular class to do by law what landlords of the better class have always done.

121. And the only question is whether it has gone far enough in that direction or not?—That trenches on the class of opinions which I wish to avoid.

122. Mr. KAVANAGH.—Do you think, as the law stands at present, the tenant is sufficiently protected against the injustice, we will say, of a grasping landlord in attempting to confiscate the tenant's improvements by raising his rent. I might explain what I mean by saying that it has been very generally alleged by certain parties that this is the weak point in the Act; that the landlord, by raising the rent, can confiscate the tenant's improvements; that is, that he can raise the rent so as to include the value of the improvements, and the tenants are so fond of their land that they would rather submit to this injustice than run the risk of losing the land?—It is quite possible that formerly they might have done so, but within the last year or two I should think rarely.

123. However there is always the possibility that the landlord, by raising the rent, may deprive the tenant of the improvements?—First of all, he must either compel or induce the tenant, to pay the increased rent, or he must proceed by eviction.

124. Am I not right that if the tenant refuses to pay this increased rent the landlord must proceed by eviction?—He must proceed by eviction against a yearly tenant.

125. And then it comes to be a case of disturbance under clause 3, for which the landlord very properly, I think, would be fined by the County Court Judge, by giving compensation to the tenant for disturbance, and also by giving the tenant compensation for those very improvements which the landlord wished to confiscate?—And then comes in aid section 18, as to reasonable or unreasonable conduct.

126. Taking both parts together—the equity sections and the others—this would be one of the cases which, would go to justify the Chairman in giving the full sum as compensation for disturbance, do you think that is sufficient to prevent the landlord so raising the rent?—That depends on whether the limit of compensation for disturbance is sufficient, or whether it ought to be extended, whether, in fact, greater discretionary power within larger limits ought to be given to the Chairman. That is that three or four years rental might not be found sufficient even with the improvements to compensate a tenant who may have been a proper tenant for the grasping conduct of the landlord. We are only speaking of imaginary cases.

127. I quite agree with you; you could not impose too heavy a penalty in such a case. Do you think the law at present gives the tenant sufficient defence against his landlord?—That involves the question whether the limit for disturbance might not be larger.

128. There might be many cures?—I think myself, as my personal opinion, that the limit might be enlarged to meet such a possible case as you suggest.

129. Would it not be a better way, perhaps, if the County Court Judge was given power not to grant the eviction, but put the tenant back? That would enable the Chairman or County Court Judge to do strict justice according to his views?—Of course that involves the objection that so large a discretion should not be entrusted to a person in the position of a judge. Assuming that such a case was to arise before me, if the law was so, I should have no objection to exercise it; but without giving any opinion whether the law ought to be so or not, I think more justice would be done to the tenant in such a strong case as

you put by enabling the County Court not to reinstate the tenant, for he is not put out, but to keep the tenant in possession.

130. Do you not think where the animus or object of the landlord was so apparently bad such a course would be warranted?—I think it would be warranted if the facts clearly showed what you describe. However, that would be giving a very wide discretion to the Chairman. He has a great deal of discretion already.

131. In answer to Baron Dowse you said in every case of harshness the tenant would come into court and would not be inclined to patch it up out of court?—I do not think I stated that exactly. I think wherever a tenant was put out or was served with a notice to quit, assuming the case to be an unjust or harsh one, he would naturally come into court and claim compensation. I do not think he would submit quietly where he has this remedy: an easy remedy, and rapid.

132. You said you would be in favour of making the law the same all over Ireland. Would you make leases compulsory, or was it with regard to tenant-right you spoke?—I think the purport of the question was assuming that something like the Ulster tenant-right was to be applied to the whole of Ireland; if that was not objectionable, whether it would not be desirable to have uniformity of law extended all over Ireland. It had nothing to do with compulsory leases nor should I suggest such a thing.

133. Did I understand you to suggest that the Ulster tenant-right should be made compulsory all over Ireland?—I did not go that length, merely for this reason, that I would not like to take it upon myself; it would be out of my province. I merely said my personal feeling was that it would be very desirable.

134. You think it would be desirable?—In my own person I would not object to it.

135. Baron DOWSE.—You mean as a landlord?—Yes.

136. Mr. KAVANAGH.—Do you think the Ulster tenant-right custom is an unmixed benefit?—I am not familiar with the north under the head of the Ulster tenant-right custom, but taking the ingredients of it to be those I have already stated, which Baron Dowse thinks a correct statement, I think it a fair arrangement between landlord and tenant, reserving to the landlord reasonable vetoes. I do not see why the tenant should not have a right to sell to a solvent tenant of good character.

137. Don't you think it a rather heavy log round the tenants of the future, who, in order to become tenants of land, cannot do so without paying enormous fines?—That is a matter between the parties themselves.

138. Would it not have that effect if tenant-right was extended all over Ireland, the tenants of the future, those who have no land now and wanted to get land would be mulcted in the payment of fines for good-will, and would be deprived of money which should be employed in cultivating their farms?—How, practically speaking, has that operated in the north of Ireland. It has been long in use there, and I do not think it has produced any injurious effects to landlords or tenants.

139. But the Ulster custom originated in what is termed the Plantation of Ulster; it was a different settlement?—Yes.

140. In your opinion, do the same circumstances extend similarly to the rest of Ireland?—I do not say that.

141. Baron DOWSE.—I do not think it should be taken for granted it originated with the Plantation?—It is said so. I really would wish this part of my evidence, which I have been more or less drawn into, to be taken with this qualification that I do not consider myself a judge. I think there are many persons better qualified to speak than I am of that part of Ireland, and I give my opinion with extreme reluctance.

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142. Mr. KAVANAGH.—The matter has been so much talked about that everyone turns their attention to it. If you let me put a supposititious case. Suppose I give a farm to a man to-morrow, with all the improvements and everything on it, and charge him nothing for it, do you think next day he should have the right to sell what he paid nothing for?—That is a very strong case, and I suppose it is like any other gift you present to a man. If I present a horse to a man he is at liberty to sell it next day to the best advantage he can.

143. That is if I give him a present of the farm, but I only give him the use of it. The honorable member (Mr. Shaw) says it is not a case that occurs, but in my opinion, and I know it, it occurs every day?—Baron Dowse is very familiar with the north of Ireland. Would not this be the case; if you purchase up land free of the Ulster tenant-right, and if you assume such an extreme case as that you get possession of the land and retain it for some time, and then put in a new tenant with the improvements of the description you mention, whatever the usage may have previously been, would it not thenceforward be at an end?

144. Baron DOWSE.—And the question is do you put a rent on the tenant to cover the improvements?—If the landlord is so generous that he puts no rent on commensurate with the improvements, he can hardly blame any but himself, if he is what most people are occasionally wronged. Tenancies from year to year have existed for centuries, descending from father to son.

145. Mr. KAVANAGH.—Now, upon another subject, can there be evictions not at the suit of the landlord?—Yes. The tenant himself may under particular circumstances, or any person claiming under the tenant, may bring an ejectment against any other person who has got into possession. That is supposing the tenant dies and a person who has no legal right gets into possession, the executor or administrator may bring an ejectment to recover possession, and nothing the landlord can do gets rid of the tenancy until he brings an ejectment or executes an *habere*. The tenancy from year to year is just as much a term as a regular lease.

146. Mr. SHAW.—I suppose you may consider your county as a model county in some respects, the landlords are especially good and considerate?—I have always considered it to be so.

147. And it is remarkably well farmed by the tenants?—It is chiefly or to a great extent at least a tillage county, much more tillage than grazing.

148. The greater part of it owned by large landowners?—There are some very large landowners in it.

149. And I suppose the practice on their estates is really continuing the tenants from generation to generation?—Certainly.

150. And there is very little of raising of rents?—Certainly, and as to ejectments for non-payment of rent it has struck me how seldom they are brought except where there are very large arrears of rent, and I have been informed and I believe the fact to be so, that where decrees are given the tenants are nearly always reinstated.

151. I think you said there were very few cases of hardship brought before you?—I think I mentioned one or two cases.

152. These were ejectments on the title I suppose?—Yes, notices to quit; one of the cases I allude to was where there was an attempt to increase the rent. I thought the increase unjust, and I gave compensation for disturbance.

153. That power in the hands of the landlord to evict without cause is a very strong element in preventing improvements on the farm and outlay on the buildings?—I suppose it could hardly be otherwise, I think it would operate with any of us.

154. Of course on those large estates it has settled down into a custom, and the tenants feel themselves secure?—I think practically they do; that is my experience.

155. But on small estates with new men the feeling is very different?—I think so.

156. You said there was nothing in Kilkenny of the Ulster tenant-right custom?—Not to my knowledge.

157. Is there not a common practice of allowing the tenant to sell his interest with the permission of the landlord, taking some sum for the good-will of his holding?—I cannot say that there is. I think generally speaking—I do not know what the reason is—there is an objection on the part of landlords to allow tenants, however good they may be to sell.

158. Then if a tenant wishes to leave what is he to do; would he have to give up his farm?—I would not say that; if there is a good case, the landlords might consent, but as a general practice they would object.

159. And there is no right, nor no general custom like the Ulster custom?—No.

160. But the practice is generally allowed where there is a case?—That I cannot answer from my own knowledge.

161. Your own property is not in Kilkenny?—No.

162. Baron DOWSE.—A tenancy from year to year, as long as it exists, is as good as a tenancy for a number of years, and may be sold, but generally a man is prevented from buying it by the knowledge that the landlord may turn him out. In Ulster the custom of men selling their interest is so usual that men do it as a matter of course?—Yes.

163. Mr. SHAW.—In parts of the south there was a custom very much the same; the practice was very common?—I am not aware whether it is so or not; I should be sorry to say it was a general practice. I have no means of knowing, for I only pay periodic visits.

164. I thought you were a resident in Kilkenny?—No, I think it is very objectionable that the County Court Judge should be a resident in the county.

165. You are distinctly of opinion the scale here is not high enough to compensate the tenant in this country, where a man has nothing but the land to look to?—You are putting it rather strongly; what I said was, I was not certain whether in particular cases the tenant might not very much prefer to be left in his holding, to having even the extreme limit of compensation awarded him for disturbance.

166. It is only in particular cases we are talking of?—Yes, in a few cases.

167. Then if the County Court Judge had an option, and was not bound to a scale in such cases, but had a general option he could give in such cases, what he would consider fair compensation?—I think it would be still desirable to have a scale.

168. What is the advantage of a scale?—I think to substitute discretion for law is as far as possible to be avoided.

169. In your own case you are a judge of land?—I cannot say that I am.

170. Well, you are a landlord?—I am happy to say not a large one.

171. But a great many of the County Court Judges are not at all connected with land, and do you not think it would be an advantage in their cases to have an assessor?—That is a very moot question. As Baron Dowse says, it was originally brought into the Land Act, but I think the old story was the difficulty by the Treasury as to payment of the assessors, and whether you were to have gentlemen paid by the day or by the job.

172. Baron DOWSE.—There would have been no objection to assessors if they could have been got for nothing?—Let me modify my former statement to this extent, also that if you could get competent persons in that position of independence that would raise them above

all possible impeachment. I think it would be a considerable assistance to have assessors, for they would be in the same position as the County Court Judge, acting on their own responsibility, and with no feeling one way or other, but there was no intention of giving them the powers of the County Court Judge, they were merely to advise upon particular points, to act in fact as assessors.

173. Mr. SHAW.—Would there be any difficulty in this—the landlord selecting a man and the tenant selecting a man, you hearing these men when they come back from the holding and deciding the case, each of them should of course appoint a man of experience?—You would then, practically speaking, have what occurs at present for there are skilled witnesses on one side and the other, they go to the place and give their evidence in court afterwards.

174. Except of course that in that case you have a great many of these witnesses, and you are puzzled between them, the other would be practically an arbitration by the judge between the two parties?—Well, that I think is the case at present, the witnesses are heard, and then the judge decides to the best of his judgment between them.

175. Have there been any cases of arbitration in your county under the 25th section?—I don't believe there has been a single case.

176. Then when you said the Land Act generally was not a failure you did not refer to the purchase clause?—No.

177. Your opinion did not extend to that?—No.

178. Have there been any cases in your court of charging orders?—No, I do not think there have been any charging orders, the bulk of that law is under the Landed Estates Court, and some part of it is given to the Civil Bill Court, but I have no experience in reference to it.

179. In administering the assets in cases where administration became necessary by the death of the tenant, have you had any trouble lately?—Yes.

180. Any trouble in arranging about tenancies?—That is under the equitable jurisdiction, which is only coming into operation now. I have had several cases before me. In the administration of assets there is power given to the Chairman to divide or apportion as may be equitable.

181. In the registration of improvements is there any object in coming to the Landed Estates Court except that it is in the clause?—It is in the clause.

182. You do not see any other reason?—No, I do not.

183. Could that not all be done in your Court?—I think so. The only object is to secure evidence hereafter, but if after investigation the Chairman could have the schedule filed by the Clerk of the Peace, and preserved, it would, I think, have the same effect.

184. Are the improvements generally carried out in Kilkenny by the tenants—improvements in the way of fencing and draining?—I have no practical knowledge, but I have no doubt that the ordinary improvements—reclaiming of fields and so on—are done by the tenants.

185. There is no waste land in the county to any extent?—No.

186. CHAIRMAN.—Mr. Kavanagh asked you whether the tenant-right custom would have a tendency to tie land up?—

Mr. KAVANAGH.—Would it be a fine on the man who wanted land?

CHAIRMAN.—Would it have a greater tendency to tie up land than tenancies under a yearly holding where the landlord does not allow assignment of the holding, and that applies to the general run of tenancies in the south?—I think Mr. Kavanagh's object was to show that the sums to be paid might practically

exhaust the means of the incoming tenant. That is one branch of it.

187. Mr. SHAW.—It does not do so in the north?—That is the answer, I think, I gave to the question before; that we have had the experience of the north, where it had not had that effect. Of course, if the incoming tenant gives a large fine, he is to that extent a poorer man, and so far as it goes he is unable to expend capital subsequently in the management of the farm.

188. CHAIRMAN.—Have you from your knowledge of the people, and particularly from having this jurisdiction, known that they do keep money for the purpose of settling their families, and giving portions to their daughters who marry to enable them to get farms?—I think they do, certainly.

189. That is, they reserve money for the very purpose of what in Ulster is the purchase of tenant-right, and what is here the settlement of their families, either in marriage or giving them money to emigrate?—A common rule, or at least not an uncommon rule, is that a considerable sum is paid by the farmer with his daughter on her marriage to the son of some other farmer. That sum is paid over to the father of the son-in-law, and then the son and daughter-in-law usually go to live on the farm of the father-in-law, and there is a rough settlement drawn of a very peculiar nature by which the old people are to be maintained, and get so much allowance of tea and sugar, and so on. The natural consequences ensue. The female portion of the family quarrel; the mother-in-law and the daughter-in-law fall out, and they enlist the men in their respective feuds, and sometimes I find them on the criminal side of the court, and always on the civil side in processes brought for the recovery of sums of money, and alleged breaches of the settlements.

190. In fact there comes to be something like a jointure settled on the farm although the holding is a yearly tenancy?—It is usually a personal covenant to pay so much. That is, the old man gets a certain sum of money and he gives the farm over to his son, and the son then covenants to pay a jointure or allowance to his father and mother during their lives, and they are to be kept in the house.

191. Mr. SHAW.—Is there a deed?—Always some rough document.

192. CHAIRMAN.—I am speaking of where the actual tenant marries and gets a fortune, is there not a settlement in the same way though the land may be held on yearly tenancy; the dowry is a charge on the farm?—Yes. These yearly tenancies are just as much the subjects of settlement as any lease could be.

193. Therefore, in the eyes of the tenant they are a property?—Certainly, they are.

194. Is the interest in the holding not treated as part of the assets in a yearly tenancy?—Yes, that is for the purpose of administration. A certain value is put upon it for fiscal purposes. At the same time it is extremely difficult to assess anything like an approximate value of a tenancy that might be put an end to at any moment by notice to quit and ejectment.

195. Baron DOWSE.—In the north they do it by saying what is the tenant-right worth?—The same thing is practically attempted to be done in the south by saying what is the "disturbance" worth.

196. CHAIRMAN.—Is the property divided amongst the family on the death of the tenant?—If there is no will it follows with the rest of the property; if there is a will it goes in the first instance to the executor, and if there is no will it goes to the administrator, if administration is taken out, and then when the property is administered it will be distributed according to the statute amongst the family as personal estate.

197. Suppose there was a case of ejectment for non-payment of rent that value is lost to them?—Yes.

198. And those who have gone out first have got their share, and those left behind suffer?—Yes.

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199. Baron Dowse.—With reference to what Mr. Kavanagh has asked you, I want to put a question. Take Down on one side and Kilkenny on the other. In Down tenant-right exists; in Kilkenny it does not; in Down every farm has an owner, and in Kilkenny every farm has an owner, but a man wants to get a farm in Down who has none; in Down he proceeds at once by buying the tenant-right of some man, and paying his money for it; the landlord nearly always assents and the man gets the farm?—And you get an enterprising tenant at all events.

200. Tell me how the man is to get a farm in Kilkenny if the tenant cannot sell to him?—He cannot get a farm on that assumption.

201. Then it would appear that the custom in the north is the better way?—The only way he could get a farm would be by putting a sort of premium on eviction.

202. To go behind-hand to the landlord and persuade the landlord to turn the men in possession out of the farm, and then to let it to the other man at a higher figure?—I think that is one of the blots. As long as land is in the ascendant if I may say so, you will find plenty of eager competitors; when the land is in a state of depression, of course there will not be the same amount of competition.

203. Mr. KAVANAGH.—Did you ever hear of a landlord taking a bribe to put a tenant out?—I never heard of an instance of it. I have heard it said that where the landlord for other reasons has evicted a tenant, the common experience is that there are other persons who will come forward to pay to the landlord the sums awarded for disturbance.

204. Is it not a fact that if the landlord accept a sum of money from the incoming tenant to meet a claim as compensation for disturbance, that establishes the tenant-right custom?—No; by one instance you cannot establish a custom. The law gives the tenant a claim for disturbance, but if the incoming tenant gives to the outgoing tenant a certain sum with the consent of the landlord, the provisions of the Act section would apply.

205. Baron Dowse.—I do not think you could establish a custom by one instance on one farm. Custom must be established by a number of instances?—Just so.

206. Mr. KAVANAGH.—But in justice suppose you bought a farm from you, I would consider myself badly treated if I did not get back what I gave?—In justice, yes; the money should be paid back but the point is whether once accepting it would permanently establish a tenant-right custom. I think not.

Robert
Ferguson, Esq.,
Q.C.

ROBERT FERGUSON, Esq., Q.C., examined.

207. CHAIRMAN.—Mr. Ferguson, I believe you are the County Court Judge of the southern division of Cork?—Yes, West Riding.

208. Can you state to us the number of land cases that have been before you?—No; the return can be got, but I could not be accurate as to the number.

209. Have they been numerous?—The average would be, I should say, about ten in the session, each session.

210. Mr. SHAW.—How many sessions do you have?—Four in the year.

211. That would be forty each year?—I should say that would be it, but I cannot be at all sure, they are so varying, sometimes no land cases will arise.

212. CHAIRMAN.—An average of forty in the year?—I should think it could be easily ascertained, the record is kept.

213. Mr. SHAW.—That is near the number from what I see in the papers occasionally?—Yes; I think that is near the point as far as I can go.

214. CHAIRMAN.—Can you tell us at all the general nature of the cases that came before you, of the greatest number of the cases, on what points they arose?—The cases were cases of notices to quit.

215. With claim for disturbance?—Notices to quit and ejectments, with a view of raising rents or getting possession, the landlord getting possession himself, and the land claim was then a consequence of the ejectment being persevered in. If an ejectment was settled there was no land claim, if an ejectment was persevered in the land claim was consequent, always consequent on the judgment being given against the tenant in the ejectment case, although to wait for that, under the Act was not essential, but a land claim was seldom, if ever brought until after the decree for possession had been made in the ejectment case.

216. Can you say at all the number in which disturbance money was claimed, and the number only for improvements, you are speaking now of notices to quit?—Notices to quit. In all those cases there was a claim for compensation for disturbance and also for improvements.

217. Were those cases generally decided in favour of the claim of the tenants for compensation?—The great majority in favour of the tenants.

218. Can you specify any particular points that arose before you under the Act, perhaps on looking

through the clauses you might come to points you would wish to call special attention to?—As to the effect of the Act, I can state its deficiencies, as to its effect generally I know that it has been most beneficial that it has been productive of very admirable results, that it has deterred to a large extent the landlords from harsh proceedings, and it has prevented to a large extent agrarian outrages.

219. Consequent on ejectments?—Consequent on ejectments. In fact, it turned the minds of the tenantry to a legal redress for their wrongs instead of leaving them as before to seek their own remedy. As far as my experience has gone it has had a wonderful effect in that direction.

220. Are you aware of the number of actual evictions which followed those cases, and the compensation in consequence paid?—In most cases that came to the stage of a claim for compensation, the actual evictions are not at all in proportion to the number of claims and for this reason, it not unfrequently occurred that pending the controversy for compensation a *locus* was given to me to settle the dispute between the parties, and prevent the final eviction taking place; that the power of giving compensation had frequently a very admirable effect in that line.

221. That was a *locus* outside the Land Act, as an application to you to lay down a principle that would settle the case?—When it came to arrange the compromise, the actual eviction had not taken place, and the landlord frequently, on fair terms being proposed, was better pleased to leave the tenant as he was, and to abandon his decree, and, of course, the tenant abandoned his compensation. An amicable settlement was very frequently the result of the powers possessed by me of giving substantial compensation for disturbance, and if the powers that I had were double what I had, I think it would have been preventive in almost every case. I think, with sufficient power to inflict a penal compensation where the case was unjust, I could have prevented every unjust eviction; but my powers were shorthanded altogether. Of course the compensation for disturbance is a penal character to a certain extent, but it ought to have been double. My power to make it really effective should have been double what it is, because in the cases where men were really anxious to get possession the compensation for disturbances was insufficient.

They were cases where the landlord was very much of the class of the tenantry, and was prepared, at any peril, to get up his land for the purpose of possessing it himself, or giving it to some tenant who would pay him more than any compensation I could give, and I have had very strong cases to that effect. One of them is worthy of note, but the landlord there was a man of position, a gentleman resident out of the country, and he deliberately brought two evictions of a very distressing character, with a full knowledge that I would give every penny of compensation I could give, but, with the perfect knowledge also that he could get, on the same estate, a larger sum for the tenancy than anything I could give. He put out one man and paid the compensation, receiving a larger sum from another tenant whom he subsequently ejected from another farm, receiving a large fine for this farm also.

222. That was two evictions on the same estate?—On the same estate; by each of which he put into his pocket a considerable sum, more than I compelled him to pay; the case is well known, Mr. Shaw knows it.

223. That is the same holding evicted twice?—No, but two evictions on the same estate. One tenant covetous of the farm of another said to the landlord, "If you put that man out I will pay you so much," he put him out, I gave compensation, but he gained considerably by the eviction. When he went to deal with the man whom he had put out he said to him, "You need not have done that to me, I would have paid you as much perhaps; besides that man has two farms, the one he has himself is as valuable as the one he has taken from me." "Do you say so," he said, "Would you pay the same for it?" He agreed to do so, and proceedings were immediately taken by the landlord to get possession of this farm also.

224. Baron Dowse.—When you say a penal sum do I understand you to mean such a sum as it would not be worth a landlord's while to pay for the putting the man out?—I do, but of course that power no judge would exercise except in very strong cases. Other cases I could mention where I had not sufficient powers.

225. CHAIRMAN.—In the statistics we should not learn anything of the cases you have mentioned?—They were land cases.

226. We should not have any report of those cases I suppose?—No, the report would be merely the decree, the circumstances of the case, the hardships of the case would only appear in the report given in the newspapers of the day.

227. Mr. SHAW.—There were some cases in the extreme west some years ago, Mr. Ferguson, that you made some very plain remarks about, perhaps you would mention them to the Chairman?—Yes, cases of ejectment. The cases I now mention were ejectments and land claims both, but there were cases of ejectments, capricious eviction, by the owners, who were ladies, living out of the country, and, of course, were not influenced by the feelings that might exist in the locality, and a whole district was served with notices to quit of a very grievous character. The rent had been raised from time to time until it amounted to a rent that they could not possibly pay, as far as the evidence before me went, and then notices to quit had been served from time to time, and they submitted each time. At length they resisted, and the cases came before me. Efforts were made at compromises but ineffectually, and finally I had to give decrees for possession in each case; in fact I allowed all technical difficulties to delay the proceedings in the hope that they might be arranged before they came before the Judge of Appeal, but the tenants had to submit, and I understand that the results have been, that with the fall in the times since occurring, those tenants have been swept away altogether. I am told that has been the result. Those cases, however, did

not come to a land claim, they were cases merely of eviction which I had no power over, but, the tenants having submitted to an increased rent, the cases never came to a land claim, except one of them, and that was settled.

228. CHAIRMAN.—But they claimed for the disturbance I suppose?—They never claimed for disturbance.

229. Mr. SHAW.—Why did they not claim for disturbance Mr. Ferguson?—They were poor men, they submitted to an increase of rent being put upon them, remained in possession and struggled to pay, and I believe struggled in vain as far as I could learn.

230. CHAIRMAN.—Are you aware whether they were compensated in any way?—No way whatever, those were cases outside the Land Act.

231. Mr. SHAW.—They were all dispossessed I believe?—All except one, one man had the courage to remain on, he is there still.

232. CHAIRMAN.—Then without notice to quit, or if they had notice to quit without coming to court they gave up their holdings?—They came to court, but decrees having been pronounced, they agreed to pay the advanced rent and remained in possession, and made no claim for disturbance.

233. Baron Dowse.—Do you think that advanced rent was too high a rent?—It was too high a rent as far as I could ascertain, it was a rent I would have abated if I had the power.

234. CHAIRMAN.—Are they still in possession?—I am told the times became so bad, they have all disappeared except one, I only know it from rumour.

235. I was going to ask whether you could in any of these cases you have mentioned as being peculiar cases, give us the name of the case?—I have no difficulty, in the case, I thought so hard, the owners were ladies of the name of White, living in England.

236. And the previous case that you mentioned?—The landlord was a member of our own profession who has been away for a long time, Mr. John Deane.

237. Mr. SHAW.—Near Macroom I think?—Near Macroom.

238. CHAIRMAN.—You have the names of the tenants as well I suppose?—The names of the tenants would appear in the Clerk of the Peace's books, there are records in every case preserved, it was a sensational case at the time.

239. How many years ago were they?—It is about three years ago.

240. Have you any more cases of the same nature that you mentioned?—Cases of that class are rare, they are exceptional, and don't arise as a rule on the large estates.

241. Mr. SHAW.—Some of them are proceeded against now in the Superior Courts very much, are they not, don't come before you?—My own opinion is that no ejectments ought to be brought, that is no ejectments for non-payment of rent, ought to be brought in the Superior Courts if it can be avoided, because it deprives the County Judge of all chance of settling between the parties. A very strong instance of that has occurred within the late Trinity Sessions, and the result has been rather unfortunate. In nearly all the cases of ejectment for non-payment of rent that came before me during the Trinity Sessions—the last Trinity Sessions—they were not as numerous as I expected, but still they were numerous enough, but in those cases by the limited powers which I had, I was able in every case to arrange between the landlord and tenant, so as to send them satisfied out of court, and prevent any unpleasant consequences. There were from three gales to two years due, the tenants when the ejectments were brought had made offers of a portion and promised to pay the remainder of the arrear, when the cases came before me they brought into court in some cases money, in some case returned cheques and post office orders, and what had been refused out of court was accepted in court, and I was able to exercise my powers of giving time, and extending over the entire harvest the payment of

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the balance of the arrears due for the rent, and with this all were satisfied, except, I believe, myself, for I felt it was still hard. In not one single one of them was there a penny of reduction made, and I had no power to make the reduction, I had no power even to refuse costs, at least I considered I had not, and in one case only could I get a consent to remit the costs of the ejectment, that was a peculiar case, it was a case where the children had to go up to the Duchess of Marlborough and get part of the rent, and being sensational, and the children being in court in the dresses they received, there was some exception made. In that case the money was paid that was offered, time given for the rest, and the case compromised to the satisfaction of all.

242. CHAIRMAN.—Was that done by your giving a decree and postponing execution?—Yes; but I felt, and do feel, that I should have had the power in that case of ejectment for non-payment of rent of compelling by giving compensation for disturbance if they refused—that I should have had the power of compelling a reasonable reduction of those arrears, for I feel that even now a good harvest will be scarcely sufficient to meet the accumulation of the past year coming on it, and if I had discretion I would have made in most of those cases a reasonable remission. In my opinion in cases of ejectment for non-payment of rent we ought to have the power of giving compensation for disturbance if fair terms were rejected. That of course would be new legislation and not within the terms of the present Act.

243. How long have you power to postpone the execution of the decree?—One year. I think that is the limit, but we never do give that unless it is a very hard case; but my power was questioned altogether and argued against by counsel in those cases, and an immediate decree in some of them was sought for.

244. Baron DOWSE.—Whose power?—My power to give a stay in ejectment cases was questioned and argued against.

245. But you exercised the power, did you not?—I exercised the power to a reasonable extent.

246. The O'CONOR DON.—Were there many cases settled in this way?—Nearly all the ejectment cases for non-payment of rent.

247. Mr. SHAW.—In the last sessions?—I do not now recollect an exception in the last sessions.

248. The O'CONOR DON.—You could not give us the number of them from memory?—No; you can get them from the Clerk of the Peace's books, but I feel that with sufficient power the County Court Judge can do a great deal to prevent them.

249. CHAIRMAN.—As a friendly arbitrator?—An arbitrator to carry it out would be absolutely essential if any legislation were to be brought in in that line; the aid of an independent arbitrator would be essential for the guidance and assistance of the County Court Judge, and with that assistance I do believe he could remedy nearly every case; in fact I think that with assistance in that way and with advanced legislation, on same principle as the Act of 1870, a tenant-right can be effected that would be satisfactory to the tenants and not unjust to the landlords. I can tell you shortly the plan that suggests itself to me by which that can be done. In every case where an ejectment was about to be brought or a claim made for rent and refused by the tenant on the ground that the rent was too high the defence should be admitted of rent being not exorbitant but unfairly high above the value; and that defence, if entertained by a County Court Judge, would prevent many cases being brought before him; but to do justice in that case he should have the assistance of an independent valuator as to what was the fair rent to be assessed. Then if that fair rent was refused by the landlord, the question would arise what was to be done. If the County Court Judge were at liberty to dismiss the claim that may be considered as destructive of the ownership of the landlord, and I dare say would be. But if his

power were limited then to allowing the claim and giving the decree, but with the consequence of compensation for disturbance, I think it would have the same effect and not destroy the ownership, for he may still have his land by paying the penalty of enforcing too large a rent. That of course would be a new legislation; and it would be better still if valuers—they should be district valuers—were resorted to by the landlords and tenants in the case of a claim for rent and before action brought it would be better, and that the action being brought should be the consequence of the disagreement between the parties after the case had come before the valuator. If the valuator had failed in settling the disputes as to value and rent, then the case to proceed in the usual legal way, the County Court Judge having the assistance of the valuator and the power of giving compensation for disturbance.

250. Then that would, in fact be, that on a notice to quit the tenant should have the power to call for this valuation?—The notice to quit would not require it. I am now speaking strictly of ejectments for rent.

251. On notice of ejectment for non-payment of rent the tenant would have power to call in a valuator?—Yes; in the first instance.

252. Then, if the landlord objects to the valuator or declines to accept the valuation made, then it comes before a judge who, in that case, if the landlord still declines would have power to give compensation for disturbance, the same as is now allowed in certain cases of exorbitant rent?—Yes; and in cases of eviction for capricious disturbance.

253. Baron DOWSE.—In point of fact, your idea would be in cases where rent is unfairly high to bring them within the 3rd clause of the Act?—To bring them within the 3rd clause of the Act.

254. Subject to the observations you have made as to the scale in that 3rd clause which, in some cases, you think is insufficient?—It should be increased, giving much larger powers. Then the compensation for improvements clause is also defective.

255. Then, before you leave clause 3, you think the scale as to its maximum is not high enough?—Not high enough.

256. In every one of its branches?—In every branch.

257. CHAIRMAN.—Then you were going on as to the question of improvements?—As to the question of improvements the Act is more perfect, but still defective. I have felt hampered by the state of the law where new lettings were made between the tenant and the landlord, such as a new lease or a new tenancy created, the result of which was, perhaps, without the attention of either party being called to it, the destruction of all his claim for improvements. That should be remedied by an enactment that no new tenancy created between the same parties should destroy the right of the tenant to compensation for his improvements in the absence of an express contract between them to that effect. Very hard cases have occurred where unconsciously the new tenancy was created, and I have had to refuse compensation for improvements made before the new tenancy.

258. Baron DOWSE.—In point of fact what you mean is that the landlord should, in some way, acquire the improvements as he acquires the tenant-right?—He should acquire it by purchase, or the result of the absence of agreement should be different from its present legal effect; it should leave the tenant the improvements.

259. CHAIRMAN.—The agreement should provide that the former improvements should be excluded in order to have that effect, or else they should belong to the tenant?—Yes, and I have felt, in the last cases unable to do justice from that state of the law.

260. Baron DOWSE.—In some cases the question arises as to whether when the notice to quit is served and the man is allowed to remain in possession after expires, there is not a new tenancy?—That question

arose, but I did not follow the English decision of Baron Bramwell. In one case it was argued before me, and in the case referred to whether it was right or not I did not follow the decision. Where new leases are made in some of the best regulated estates in the country, the effect is to give up to the landlord improvements to an enormous extent. Thousands of pounds I have known given up that way.

261. CHAIRMAN.—The supposition of the parties at the time being, I suppose, that the claim of the tenant continued?—Yes.

262. I presume, however, that in many cases both the parties are aware of the law and make the new bargain accordingly?—No doubt that is so, but I have known cases where the parties did not think of it.

263. Baron DOWSE.—Such a circumstance is much more likely to arise in tenancies from year to year than in other cases?—Much more likely.

264. CHAIRMAN.—Are there any other special cases which have come to your knowledge, even where they were settled afterwards, which in the commencement appeared to you to be cases of hardship?—Cases of hardship are not numerous considering the extent of the county. Instances of that sort rarely occur on large estates; they are almost always settled out of court. Large landlords, and their agents, seldom come into court with those cases; they occur more frequently upon the small estates—estates where the landlord is very much of the same class as the tenant. But though the cases are rare; they are sufficiently numerous to make the tenantry feel the want of security.

265. Many of those landlords are, I suppose, persons who reside at a distance?—Some are; but the non-resident landlords—the great absentee proprietors—are not the men upon whose estates those cases most frequently occur.

266. I did not mean that; I presume many of those harsh cases occur upon estates which have been sold in small lots and purchased by men carrying on business in the towns, and living at a distance?—Several.

266A. Baron DOWSE.—Is it not the fact that they most frequently occur on estates where a man buys for the purpose of investment?—Yes.

267. They occur more frequently upon such estates than upon the old properties where kindly relations have for years existed between tenant and landlord?—Much more frequently. On the subject of ejectments or non-payment of rent, I may mention a case which occurred the other day, it was a case that occurred in my district, but was brought in the Superior Courts, and it led to a very mischievous tenant-right meeting at Clonakilty. Mr. Shaw knows of that case. It was upon the estate of Mrs. Hungerford, the tenant was evicted under an ejectment in the Superior Courts.

268. Mr. SHAW.—Was there a case in Dunmanway of the same character?—Yes; and the observation of one of the speakers at the meeting was that if the case had been brought in the County Court it would have been compromised like the others.

269. In the County Court there is no judgment by default?—There is.

270. Baron DOWSE.—But even if no defence be taken by the tenant, still the case comes before you in open court and is adjudicated upon?—Yes.

271. But in the Superior Courts, if there is no defence; the matter is disposed of in the office and never comes before the court at all?—That is so.

272. In addition to involving more costs?—Yes.

273. CHAIRMAN.—Those two cases which you have mentioned—one near Dunmanway, and the other on the estate of Mrs. Hungerford—were they the only cases of actual eviction for non-payment of rent?—Those were the only cases.

274. All the other cases were withdrawn or settled?—Yes.

275. Baron DOWSE.—Those cases of actions for non-payment of rent are within your ordinary jurisdiction; they are not land cases at all?—Yes.

276. CHAIRMAN.—In those cases there is the usual

six months' time for redemption?—Yes, and of course if by any legislative enactment, compensation were to be given for disturbance in cases of ejectment for non-payment of rent, it would not be just to allow the sum given to be a legal tender to the landlord for the purpose of redeeming the property. That should be carefully avoided, because it is only upon his being finally put out, and the land given up, that the right to claim compensation should arise.

277. The cause for giving him compensation was his inability to pay the rent?—Yes.

278. And if he tenders the rent he proves his ability to pay it?—Yes; but besides that, the compensation he receives may, perhaps, be larger than the amount of rent due. Cases of that sort may arise, and it would be matter for consideration whether he should be allowed, after receiving compensation, to go and tender the rent to the landlord, and require to be restored to possession. It was apprehended that such might be the result of the Disturbance Bill which was brought in during the present session.

279. Baron DOWSE.—But a clause was introduced to guard against it?—Yes.

280. Mr. SHAW.—In those two cases of eviction for non-payment of rent that you have mentioned the rents were complained of as excessive?—Yes.

281. In one case it was 37s. per acre?—Yes.

282. CHAIRMAN.—Do you think there would be any advantage in diminishing the period for redemption, and extending by a corresponding period the time for which the notice of eviction must be given?—I do not see that any substantial advantage would be gained by that.

283. Don't you think that by six months' time being given for redemption the bitter feeling is kept up until the period has expired?—I think the longer the time given the better is the position of the tenant, for the greater is his chance of being able to effect a settlement.

284. What appears to me to be the effect of it is that it is like two evictions; the tenant is first of all put out under the decree, he may or may not be put in as caretaker, but he is not finally evicted until six months after that?—I should state that, in my experience, redemption is very rare indeed, except by the action of the mortgagee, very rare. I do not think it would be worth legislating on. I do not think any advantage would follow from a change. I never knew any inconvenience to arise in that respect. The usual course is after the decree, if the tenants are put out and the landlord enters into possession he is bound to account for the proceeds during the six months as part of the sum to be paid for redemption, if the tenant redeems.

285. Is that not an awkward arrangement?—Yes, and to avoid it the landlord frequently puts the tenant back as caretaker, and makes him answerable for the produce of the land during the six months.

286. But during the six months is not there a sort of doubt whether he is to be finally put out or not?—Well, it is a doubt in the tenant's favour. He has all that time to rally his resources. I think the period is long enough, but I certainly would not be the party to shorten it.

287. The O'CONNOR DON.—Would it not be better to give him the time before he was evicted than after, and leave him in actual possession of the land until the time he finally leaves it?—It may be.

288. Would not you think it advisable that facilities should be given to both the landlord and tenant for leaving the tenant in possession during the six months without endangering the landlord's right to get the land?—I think it would be better to leave that to themselves, and not touch it by legislation.

289. Is not the present six months right of redemption a troublesome thing both for landlord and tenant?—It is troublesome; and it may, perhaps, be better to do what you suggest.

290. That is, to leave the tenant in occupation till the six months had expired?—Yes. Under the present

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law the landlord in many cases won't put him out until the time has elapsed—he does not wish to put himself in the position of having to account for the proceeds.

291. BARON DOWSE.—I generally find that if there is any chance of the tenant paying they don't turn him out, but leave him in for the six months?—Yes, that is generally done.

292. CHAIRMAN.—You mentioned that cases of redemption are very rare, and that when they occur they are generally the act of a mortgagee?—Yes.

293. The mortgagee stands in the place of the tenant and avails of the tenant's right of redemption?—Yes, and if he redeems he sets up the old tenancy. By the redemption he displaces the eviction, and is put in possession in the name of the tenant.

294. BARON DOWSE.—Unless he is a mortgagee by deed, and in that case he is the assignee of the term, and becomes in law the tenant himself?—Yes.

295. CHAIRMAN.—Then on a property where the landlord does not allow assignment he might not accept the mortgagee as his tenant?—Yes, but the mortgagee avoids that by redeeming in the name of the tenant, but for his own security.

296. Referring to section 4 of the Land Act, do the cases of exception, in your opinion work well?—I consider the exceptions are too numerous. I think the briefer legislation is upon such subjects the better. For instance the exception of tenants holding under leases made before the passing of the Act is I think inadvisable. I think a tenant holding under a lease made before the Act ought to be in the same position as one who holds under a lease made after the Act. I think the right to compensation for disturbance ought to go further, and that it ought to exist independently of the length of the term—subject of course to the discretion of the Judge. I do not see why if, at the termination of a thirty-one years' lease compensation is to be given for disturbance, it should not be given at the termination of a lease for a longer period. The same harshness would arise in the one case as in the other. I do not see why the Judge should be deprived of the power of giving compensation in a case requiring it in point of justice. I think the limitations and exceptions are too numerous and without sufficient cause.

297. The reason for excepting the holder under a lease for so long a number of years, was, of course, that it was presumed he would have been sufficiently compensated during his long occupation for any improvements he had made?—Well, those are theories which I never find justified in practice. I think the only justice in those cases would be the discretion of the judge. I think these are troublesome limitations and too much in the landlord's interest.

298. MR. KAVANAGH.—They are intended as a premium for long leases, of course?—Yes—that the landlord should have an interest in giving long leases in order to prevent the claim.

299. CHAIRMAN.—What are called the "Equity Clauses" of the Act, are those which you regard as most valuable—giving the Chairman of the Court the power to settle cases?—Yes; in my opinion those clauses are very valuable, and if our powers to compensate were larger, under those sections, we could settle nearly every case that came before us.

300. BARON DOWSE.—It has been said that despotism is the best form of government, if you get a good despot?—Yes.

301. And discretion is a good thing to be given to a judge, if you are sure he will always exercise it wisely?—Well, it is the last thing I would wish to have, but I make the observation merely because of the intense difficulty of suggesting any tribunal to settle such cases.

302. You are aware it is the opinion in some quarters, that the Chairmen have too much power under the Act?—Well, it is a power of which they would be glad to be relieved. I dare say the suggestion I made for its extension will give dissatisfaction to my brethren to some extent, though I know very

well they would willingly undertake any jurisdiction that would settle the difficulties now existing. The reason I made the suggestion was, that I do not know of any other tribunal which commands to the same extent the confidence of the people, or whose decision would be more likely to settle disputes without incurring any odium. It was merely to meet the difficulty of suggesting any other tribunal. I have looked about and considered what other tribunal would give satisfaction in the arrangement of those disputes and I do not know of any.

303. Did you ever turn your attention to the settlement of this land question without turning out the tenant at all?—Yes. That would be my own view. My view would be to give perpetuity of tenure, so that the tenant might know that he could not be turned out, so long as he did what was just and right. I fear legislation to that effect would be met by this formidable objection, that you were thereby depriving the landlord of his ownership of the land. The landlord is the owner, after all, and if he, having once given his land out of his possession, is never by any chance to resume it, there is a loss of ownership. He is no longer the owner of the land. He is the owner of a rent-charge or annuity—possibly better off than he was before—still he is not the owner of the land. For myself, I would nevertheless have no difficulty in doing it, but I am aware the objections to it would be very formidable, and I do not suggest it, because I fear it would meet with so much opposition.

304. You think it could never pass into a law?—I do.

305. But independent of the opposition it would meet with, would such a law be just, in your opinion?—I think it would be perfectly just. I do not see why the man who tills and labours on the soil, whose industry and skill makes that soil valuable, and who is really the person who sustains all other classes of society by his labour and his capital should not receive the greatest possible consideration. That principle is perfectly consistent, not, perhaps, with the idea of ownership, but with that of justice to the landlord, and that justice would, I think, be quite as substantial in the shape of a fee-farm rent or an annuity, as giving him the ideal ownership of the land, with often disagreeable consequences.

306. How would you regulate the rent to be paid?—I would regulate it very much as it is in the north of Ireland, as I understand it, except this, that the valuation in the south of Ireland should be made by some one perfectly independent both of the landlord and the tenant. There should be a Government valuator who, in cases of dispute could be appealed to, either by landlord or tenant, and his valuation should be the measure of the rent, subject to such right of appeal as should be given by the Act. Thus, the rent should not be at the discretion of the landlord, but at the discretion of a valuator. The exceptional circumstances of this country, in my opinion, require legislation to that effect, and for this reason, the competition for land is so great, that the landlord in very many cases cannot be just. Few landlords can resist—independent large minded men may do it—but the great bulk of the landlords of the country can hardly resist the temptation of a high rent being offered by a solvent tenant, although that rent is in truth more than he can pay, but which he has promised to give because he has no other mode of existence. I think much of the difficulty has arisen from that. In my opinion, if the lands were rented according to a system of valuation, the whole cause of the mischief would be removed; the rent being fixed not by the interests or necessities of either party, but ascertained as the fair value by a competent and trusted tribunal. The only difficulty is to get the tribunal, and that certainly is an immense difficulty.

307. CHAIRMAN.—Supposing you did get the tribunal, would you fix the rent for any period?—I would fix it either periodically or only when the parties disagree as to the existing rent.

308. BARON DOWSE.—Unless they disagreed as to

the existing rent you would take the existing rent, and act on it?—Quite so.

309. But suppose they did disagree, and that the rent was fixed by the valuator in the way you propose, for how long should the rent continue at that figure? Would either party be at liberty to get it revalued at any time, or should it remain unaltered for a certain number of years?—I think a certain period of years would be necessary. That, of course, would be a matter of detail. I know the opinion of some parties is, that the rent should vary according to the times, but such a regulation, I think, would lead to continual turmoil and dissatisfaction.

310. If the rent was to remain unaltered for a certain time—say seven, ten, or twenty years—the tenant would know what position he was placed in?—Yes, and he would take the land for better or worse during that time.

311. In the case of a rent fixed in that manner, should the tenant be evicted in the event of non-payment of rent?—Certainly. I would not have the slightest sympathy with a man who did not pay that rent, but under the present system tenants offer rents they cannot pay, and that leads to a great deal of mischief.

312. Do you know of cases where tenants bargained themselves out of the Land Act?—There have been several cases. I think bargaining of that description is too readily allowed by modern legislation. It is idle to give protection to a tenant and then leave him at the mercy of a landlord who may require him to contract himself out of it. Take the case of the county cess, which the recent Act divides between the landlord and the tenant. In almost every case where a landlord since the passing of that Act comes to deal with a tenant the tenant is got to bargain himself out of that statute.

313. Would you make such bargains illegal?—I would make them illegal on the ground of public policy.

314. Would you make it compulsory that there should be a division of the county cess?—I would. Where the Legislature have considered it right to divide it there should be no power on the part of a tenant to bargain himself out of it.

315. As a general rule, who makes the improvements in your district—the landlord or the tenant?—The invariable rule through Ireland is that the improvements are made by the tenant. In some cases allowances are made, by good landlords, to assist improvements, but improvements are seldom made wholly at the expense of the landlord.

316. Are leases increasing in your part of the country?—I think they are, under the very suggestion made by The O'Connor Don—that is, to avoid claims under the Land Act. But leases made in that way become of little value when the times change.

317. Mr. De Moleyns told us to day that he is in the habit in land cases of going himself personally and viewing the place, whenever practicable?—Yes; we invariably do that whenever we can, and it is most satisfactory. If the place is at all within reach I always do it, because the evidence is generally so contradictory that if we depended on it we never could come to a satisfactory conclusion.

318. You are aware that in the bill as originally framed an assessor was intended?—Yes.

319. Do you consider that it would be of use to have a person whom you could yourself appoint for the purpose of giving you practical assistance in those cases?—Well, I always meet with such assistance myself. There are always some persons willing and able to assist me, and by the aid they afford, and from the inspection of the place, and from hearing the evidence tendered by the parties, I think we generally arrive at a fair conclusion. At all events I do not think it would be worth while, with our present jurisdiction, to go to the expense of appointing a paid officer for the purpose. Of course he should be a high class of person and well paid.

320. Did you ever turn your attention to the subject of a peasant proprietary?—I do not think it would be a remedy for the existing state of things.

321. Supposing what are called the Bright Clauses of the Act were taken up, and that something was done on the lines of these clauses, and that men of thrift and possessed of means, who were able to provide a portion of the purchase-money themselves, were afforded facilities for borrowing the remainder, and that the legal expenses were to a certain extent reduced, might it not in that case, on a small scale, be tried with advantage?—On a small scale I think it would be of immense advantage, but to resort to it as a general remedy I think would be an impossibility. I understand the suggestion to be this, that to a large extent the Government would take up the land from the landlords (many of them I have no doubt would be glad to get rid of it), parcel it out to the tenants, they paying rent in the shape of annuities to the Government. If thrifty industrious persons possessed of some means, were aided to a large extent—say four-fifths of the purchase-money—I think legislation of that character would be of incalculable advantage. In some cases where the tenants were not able to pay even a portion of the advance, the landlords getting four-fifths of the value through the tenants would readily agree with them to take the remaining one-fifth by a mortgage of the tenant's interest. I think such a scheme as that would be of immense advantage to landlords of a certain class and to their tenants, and I believe many landlords would avail themselves of it. The difficulty is who is to be the collector and responsible for the rent.

322. In the case of the tenant paying four-fifths and letting the remaining fifth remain outstanding with the landlord, would you make the landlord liable for the collection of the annuity?—No; because he is merely the owner of one-fifth of the property, and it would not be worth his while to undertake the duty of collecting it for that.

323. Suppose the tenant has a substantial sum in his hand, and able to pay his share, and obtains a loan of the balance, his own share and the loan constituting the purchase-money, and the loan being repayable by an annuity, and to be paid off at the end of so many years, would you think that a useful thing?—I think in such cases it would be of great advantage.

324. But you entertain doubts as to its feasibility for settling the whole question?—Yes.

325. It would take more than £200,000,000 to purchase all the landlords out?—Yes—it would be an impossibility.

326. Is the land in West Cork, generally speaking, good land?—Not good land, generally speaking, but the portions of it that are good are very good. There are many patches of good land, with large tracts not good.

327. Is there land in the county Cork of such a character that, even if the tenant had it for nothing, he could not live on it?—There are portions of land near the city, also near Bandon, Macroom, and other places, of the very best quality. Nothing could exceed the quality of the land upon portions of the Duke of Devonshire's estate, Lord Bantry's, Lord Bandon's, and many others. But if you go to the Bantry district, and near the sea, you will find a large tract of land on which a tenant could not exist in a bad season even if he had it for nothing. I have seen a large tract near Castletown, thickly inhabited, where the land is of this description, and yet the tenants are most comfortable on it. It surprised me very much, but it is accounted for by the fact that they did not depend on the land. They paid their rents partly by collecting sand and partly by going to England to labour during the harvest season, and some by fishing. Thus they have several sorts of industry; they are not wholly dependent on the land.

328. In your opinion was much of the distress

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in Ireland, which has brought the land question so prominently to the front, in parts of the country where, if the tenants had the land for nothing, they could not get a living out of it?—That is my opinion.

329. And the distress was occasioned by the failure of the crops, such as they are, and the failure of their other means of subsistence?—Yes.

330. In point of fact any alteration of the land laws can only be of benefit to those people who, by their thrift and industry, and owing to the quality of their land, can live on the land itself, and for such persons legislation to the effect you propose would be sufficient, and sufficient to meet and satisfy the wants of the country?—Yes.

331. Whatever the law can do the law should do, but what the law cannot do must be done, if it can be done at all, in some other way?—Yes. In my opinion it would be sufficient if we had a good measure of tenant-right over all Ireland.

332. The same in all parts of Ireland, and not different in one part of the country from another?—Yes.

333. I suppose you would prevent tenants from subletting and subdividing?—Decidedly.

334. You would give no encouragement to bad farming?—Certainly not. There is a special necessity for preventing subdivision and subletting in the case of a peasant proprietary. If he were not paying an annuity or something of that sort, he would be at liberty to subdivide as he liked, but when a man has to pay an annuity to the Government, he should be put under restrictions for his own benefit. I think good landlordism, and a good measure of tenant-right, will be always more beneficial than peasant proprietorship. It occurs to me also that a difficulty might be created in the case of such a proprietorship, if a man wanted to buy a farm, he should have as much money as would purchase the fee-simple, instead of merely having to compensate the outgoing tenant. Peasant proprietorship could never go beyond a limited extent. It should be encouraged as much as possible, but it never could be a remedy for the wants of the country, or go beyond a small limit.

335. The O'CONNOR DON.—Is not the value of the outgoing tenant's interest frequently equal to or even greater than the value of the fee?—Yes.

336. Then would not there be the same difficulty in acquiring one as the other?—Perhaps so.

337. Baron DOWSE.—What we have to deal with is the condition of the people who are already in possession, not with that of those who are not in possession, but who may be desirous of becoming so in the future?—Yes, and to deal with them strongly for their own good, to prevent their disposing of their land in a mischievous manner.

338. Do you think that if the holders of land were given that tenant-right, it would have such an effect upon the whole country, that even the other classes of the population of whom we have been speaking, would more or less participate in the advantage?—Certainly, they would participate in several ways—they would be employed as labourers, they would receive better wages, for they would have a more solvent peasantry to employ them, and to help them, and to give them assistance in any difficulty which might arise; you would not have the whole country availing itself by pretended distress of the real distress which may exist in portions of it; it is that evil which we want to meet by legislation—the evil of false claims for relief, false sympathy excited, because of the actual distress in certain localities, and it never can be met until there is legislation of so advanced a character—I would not call it heroic legislation—but it must be legislation of as advanced a character as it will be possible to carry consistently with justice, anything less than that will be no use, but if that can be carried, I think we might look forward to a contented and prosperous country, for I believe the tenants are not only well disposed,

but most anxious to settle down on good terms with their landlords.

339. Have you ever had any occasion to consider the labourer's question?—The labourer at present is to a great extent independent of the farmer for he is a necessity and he probably is the best paid individual in the country just now. A prosperous tenantry will always employ labour. To deal with the labouring class would require different considerations altogether; at present the labourer is better off in many cases than the small tenant-farmer and far more independent, I think the time has not yet arrived when we are called upon to legislate for the labourer; I think if the great tenant question were settled other matters would right themselves, or that to legislate for them will be a matter of no great trouble or difficulty.

340. There is a provision in the Land Act for giving them houses to live in and small plots of land?—Yes; that can be simply provided for, the tenants would do that as a necessity. Every tenant in good circumstances must have his labourers living either in his house or on his land; their number is generally small because they work with machinery but on the other hand the work is constant. A very beneficial change has taken place in that respect of late years, at least where the tenant-farmer is well off, of course where he is himself a pauper the labourers suffer likewise; but take the case where the tenant-farmer is well off and prosperous he always keeps his labourers constantly employed, if he did not he would not have them to work for him when he wanted them. In fact the only matter wanted is a good land law, all the rest will follow.

341. You have several large landed proprietors in Cork, Lord Middleton, the Duke of Devonshire, and Lord Bandon?—Yes.

342. You say that cases of hardship are of rare occurrence upon such properties?—Very rare.

343. Then these men act in the manner in which you say all landlords should be compelled by law to act towards their tenantry, so that legislation would not affect them in the slightest degree?—Yes, and it is on that account that I am surprised that they are objecting to it, but they do object strongly to the legislation on sentimental grounds. Some of the best landlords that I know are the men most opposed to any legislation of the sort, I know that it is from the feeling that they would prefer doing justice to the tenantry themselves and having the credit of it rather than being compelled by law to do it.

344. "They are a law unto themselves"?—Yes, their position, means, and character secure their doing justice to the tenant; but the smaller landlords, many of whom may be and no doubt are just as well disposed to act fairly by their tenants, are unable to do so in consequence of the charges and mortgages which they have to meet upon their properties, and these are the persons who, unfortunately, require to be restrained, not in many cases from the want of good dispositions but from the want of means, as they are unable to act with the same independence. How can a landlord who has to meet annuities and interest on mortgages refuse a high rent when offered to him, even when he knows that it is more than the tenant could afford to pay; or how can he, even in times of distress, make any abatement? I have known estates where an abatement of one-fourth of the rent during the past year would have required the owners to pay a large sum in addition to the remaining three-fourths in order to pay the charges upon them.

345. Not only is that the case but it is clear, according to legal decisions, that the position of the landlord who has mortgaged his estates is often such that he is not the landlord at all; he is powerless, without the consent of the mortgagee, to make an abatement, and the mortgagee will often not agree to it because he may be asked then to reduce his interest?—That is so, and these are the cases where legislation is most required; and these estates, unfortunately, are too

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numerous. I have known cases where the landlords have offered the mortgagees to take up the estates and work them, and take all they could get out of them, but the mortgagee refused, and told the landlord, "No, you will have to provide the interest for us." A landlord told me that he offered the entire estate to the incumbrancers but they would not take it, and so arrears must accumulate, and the result be perhaps that the landlord will come to the wall.

346. Mr. KAVANAGH.—You say that the large landed proprietors—the Duke of Devonshire, Lord Bandon, and others objected to recent legislation, and you express surprise at it. Do you think it is odd that they should object to have their property virtually taken from them and handed over to the tenants?—What I said was, that they object to be compelled to do by law what they are willing of themselves to do voluntarily; they say, "We do not want to be legislated for, we have given our tenants no cause of complaint."

347. Baron DOWSE.—I did not understand you to name those noblemen as the actual individuals who objected. I understood you to name them as types of the class, for we have no reason to think that the Duke of Devonshire would object to it in the slightest degree?—Certainly; I spoke of the class, not of the individuals. What I say is, that these persons oppose legislation not with a view of oppressing the tenants but from a sentimental grievance, as I regard it; they object to be compelled to do what they are willing to do voluntarily.

348. Mr. KAVANAGH.—Do you call it mere sentiment to object to the ownership of your property being taken away from you?—No; I think loss of ownership would be in many cases a grievance, but in the case that I refer to, it is to a large extent a sentimental grievance, for the landlords never get more than the rent of their lands, so their circumstances would not be altered in the slightest degree; in fact they would be better off by knowing the amount they would be safe to get; they could regulate their expenses, instead of being left to the chances and risks of a tenant who could pay them in one year, but would leave them deficient in another.

349. That is looking at the question from a money point of view merely?—Undoubtedly, and beyond the money question I call it simply sentimental.

350. Mr. SHAW.—How long have you been Chairman of the West Riding of Cork?—Since the year 1872.

351. You therefore have had a long time to study the working of the Land Act?—I have.

352. The cases of hardship which you have mentioned, occurred in four different places in the county?—Yes.

353. And the occurrence of those cases naturally affected the opinion of the people in that part of the country?—Very much, one strong case would affect the whole district.

354. Do you think they have created a feeling of uncertainty and insecurity?—Yes, there has been a very great deal of mischief occasioned by these cases.

355. Has it created a feeling even in the minds of tenants of the best landlords?—Yes, for they do not know what may occur at any time—a new agent may be appointed, or the death of the owner may put them in the power of a person who would act in a similar way, they are liable to it even with the best of landlords; a bad agent may do infinite mischief.

356. Do you know much as to the rent of land in the West of Cork?—No, the rent does not much come before me, except in cases of land claims, I have no opportunity of knowing it.

357. Have you any knowledge whether the rents are high in that part of the country?—My opinion is that as a rule where the acreage is English as in Cork, the rent is higher than where the measurement is by the Irish acre. An acre is an acre, but when you come to pay your rent for fifty acres English, it may look very reasonable, but if this were converted into Irish

acres, then that rent may look high when you consider that the Irish acre is nearly equal to two English.

358. What is the acreage which generally prevails in Cork?—The English acre in every part of Cork, but in Limerick and Clare it is by the Irish acre, and the landlords in consequence lose by this considerably, because people don't calculate accurately on the difference in measurement.

359. Do you know whether the practice of selling the good will of farms is pretty general in your district, with the permission of the landlords of course?—Well, latterly it has not been general, I may almost say it has not occurred at all, because latterly the people have not had money to purchase.

360. That is during the last two years I suppose?—Yes.

361. Before that was it a common thing?—Well, I have no opportunity of knowing how far it existed.

362. With respect to the purchase of land by tenants, of course you have heard the suggestion that there should be a Commission appointed by which the operation should be performed?—Yes.

363. In that way there would be a medium for collecting the money from the tenants afterwards?—Yes; no doubt that would meet many difficulties, and if it could be carried out the effects of a peasant proprietorship would be of immense advantage to the country; you would create a valuable class of men whose industry would be stimulated by the most powerful motives of interest, and having a permanent stake in the country the creation of such a class would be of incalculable benefit, and when I objected to it as a remedy for the present state of things it was only because I was persuaded of the utter impossibility of carrying it out.

364. You objected to it as I understand as the sole remedy, but as part of the plan for the amelioration of the country you would approve of it?—I would approve of it as part of the plan if it could be carried out; it would be of advantage, as most of the remedies which have been suggested would be.

365. You would get rid of those estates, many of which are incumbered to the extent of three-fourths of their value, and also get rid of the evils of entails and settlement?—Yes, whenever it could be done it ought to be done, and I think you would get many landlords who would be quite willing to sell.

366. Would it be an advantage in your opinion to give them facilities for selling their properties, and getting over the difficulties of entails and settlements?—The greatest possible advantage. The landlords are now in many cases in a most unenviable position, endeavouring to collect their rents from people who cannot pay, and they are deterred from attempting a sale by the apprehension that their estates would not fetch anything like their value, but if they had an opportunity of getting anything near their value from the Government or otherwise, they would go into the market at once.

367. In your long experience of the tenantry of the county Cork, do you find any difficulty on their part to making a fair and reasonable settlement with their landlords?—I find them as a rule singularly reasonable; so long as they could borrow or obtain from any source the means of paying their rents they never objected to pay them; never objected until all resources failed, until the banks, the money lenders, and every other source stopped; as long as they could obtain money from any quarter, or get the means of payment they did so; there was not the slightest indisposition to pay their rents, nor is there now amongst the tenantry of Ireland the slightest indisposition in my opinion to pay as a rule.

368. In point of fact is it not the case, right or wrong, that the tenant from year to year wishes in most cases to live and die on the land?—He does; that is the general feeling, and he will pay his rent as long as he can and promises to pay frequently more than he is able, and in that he wants protection.

369. Are you aware whether any reduction was

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made, as a rule, in the rents in the west of your country?—No reduction at all; not even in these extreme cases that came before me; I had to give decrees for the whole rent.

370. You mentioned, I think, that the labourers were well off in Cork. I take it that refers to labourers in the neighbourhood of towns?—Yes.

371. You are not acquainted with the country districts of the county?—Well, no.

372. You don't know the parts of the country above Dunmanway?—I do not.

373. Are you aware that a labourer there only receives about 3s. per week?—I am aware that the labourer is paid something very low, something like 6d. per day; wages have been miserably low in that part of the country.

374. And are you aware that the suffering there last winter was very great?—Yes; the labourer has suffered greatly, but not so much during last winter for to a large extent they were employed on the public works and the landlords were very active and prompt, in getting up works which gave employment so that I don't think there has been exceptional suffering on that account but up to the time that the public works were commenced there was distress. I was told that every labourer in the vicinity of Bantry was in full employment early in January last.

375. I gather that your opinion is that the Land Act as it stands does not afford sufficient protection to the tenant?—I am fully convinced that it does not.

Baron Dowse.—Are not you also convinced that it has nevertheless done a great deal of good?—I am convinced that as far as it has gone it has done immense good; it has caused the tenantry to look for legal redress for their wrongs and prevented to a great extent agrarian disturbance. I don't know any Act, in my opinion, which has conferred so much good upon the country as the Land Act has done, but of course it is only natural that its shortcomings should be commented upon while its advantages are to a certain extent forgotten.

376. Mr. SHAW.—Do you know whether the landlords lay out as much money as they ought to do in improvements on their land since the passing of the Land Act?—Well, I know their theory is that they have not the same inducements now to lay out money as they had formerly, but that is, perhaps, more a theory of theirs than anything else, because I find that improving landlords are improving still. They, no doubt, say that since the passing of the Act it is the tenant's interest to improve rather than the landlord's, but I don't think that that theory has had any practical effect.

377. The O'CONNOR DON.—Has there been more or less a tendency to increase the rents since the passing of the Land Act?—I think rents were not increased so much since the passing of the Act as they were since the years 1853–54, and up to 1870.

378. Do you think that the Land Act had any tendency one way or the other to induce the landlords to raise the rents?—I don't think it had any effect at all to induce them to raise the rents. I think the Act has had the effect of giving the tenant a facility for borrowing money. The tenant's interest is looked upon as more secure, and he can get into debt with more facility.

379. Has the Land Act any tendency to prevent landlords raising their rents?—I should say that it has a deterring effect. I think it has had a considerable effect in that way.

380. You said in the commencement of your evidence that many cases of ejectment that came before you were cases in which the landlord wanted to raise the rent or to resume possession of the land—which of these classes of cases would you consider the more numerous?—I think the cases in which he wanted to get the land into his own possession.

381. Have you found any cases since the Land Act in which the landlords were anxious to consolidate holdings?—I have had cases of the sort, but it did not occur to me that they proceeded from the Land Act.

382. Then you don't think that the Land Act has any tendency in that direction to induce landlords to consolidate holdings?—Well, it never occurred to me that it had any such effect.

383. Do you, as a rule, give the tenant the maximum compensation that can be given under the different clauses of the Act?—I do. I regard the maximum as the compensation, subject to be reduced by circumstances. If there is nothing to justify an eviction, if there is no conduct on the part of the tenant to justify the eviction, I consider myself bound, and in fact I willingly give the maximum, for I don't think it is too much.

384. And you consider the maximum *prima facie* what you are to give unless there are circumstances which should induce you to diminish it?—Certainly; because the maximum at present is small where the eviction is capricious and unjustifiable.

385. You mentioned one or two cases in which landlords turned out tenants and paid them the compensation you awarded, and then got larger sums from other tenants for the same farms?—Yes.

386. How many instances of that sort have come before you?—Not many.

387. Have there been half a dozen?—I should say half a dozen or more. I should mention that what they got from the other tenants was a matter of surmise. The cases I mentioned just now were cases in which I had myself an opportunity of knowing what they paid.

388. Do you think that was the case in many cases of eviction that came before you?—Well, they all occurred I think for the purpose of putting in the tenant at an increased rent or to get the land where the landlord was of the same class and wanted it for his own family.

389. Do you think that in many cases the landlords who so acted got a larger sum from the incoming tenant than you gave as compensation?—I am sure they did in the majority of cases.

390. CHAIRMAN.—When you speak of converting a tenancy from year to year into a perpetuity that of course would be taking away the property from the landlord?—It would take away the ownership.

391. Would you propose that the landlord should receive any compensation for the loss of that property?—Well, I myself would not venture on such legislation because I believe the objection to it would be so great as to prevent the passing of any Act however beneficial which had that element in it, therefore I shape my evidence with the view of preserving the ownership of land in the landlord in every case; I believe it would be impossible to carry any legislation which would take it away; though I regard it as I said merely as a sentimental grievance I know that will not be the opinion entertained when the matter comes to be considered. I would therefore propose legislation which would preserve the ownership, and yet substantially give security to the tenant, and I think that can be accomplished by making the attempt on the part of the landlord to deal unjustly so seriously expensive as that very few would venture upon it. If I thought it would be possible to carry it out I would prefer the other legislation for I have myself no regard whatever for that sentimental feeling where the interests of the country and the rights of the tenantry are concerned because I believe that no substantial grievance is suffered where the landlord gets his rent, but has not the power of changing his tenant. Of course if the annuity were not paid the ownership returns; it is an ownership suspended merely while the rent is paid, but I think any attempt to carry such an Act would be hopeless. Tenant-right would be the nearest approach to it, and I think such a tenant-right would satisfy the people.

392. But would you propose that tenant-right should be uniform over the country, and not vary in different places, and would you make it compulsory?—I would make it compulsory, and the law of the land. I would ascertain the best description of tenant-

right, and I would make it compulsory all over the land.

393. You are aware that there are in your district, and all over Ireland, landlords who, by their care and the mode in which they deal with their properties, have improved the condition of their tenants very much?—Certainly.

394. Do you think that these landlords would be able to continue the same system in the way of improvements, if the Ulster Tenant-right were adopted?—My opinion is that they could.

395. That would be done, I presume, by mutual agreement as to increasing the rent in proportion to the improvement?—Yes. I think the adoption of the Ulster Tenant-right would have no effect in alienating the landlord from his tenantry; on the contrary, I would say it would make the landlord and tenant more united, and improve and consolidate the relationship between them, and make the link of connexion more binding. It is the discontent of the tenant alienates the landlord. If you once adopt a good system of tenure, satisfactory to the tenants, the landlords will have more satisfaction, more pleasure in their estates, more profit, whether from sale or otherwise, and he will benefit fully to the same extent as the tenant, and, I believe, to a larger extent.

396. In mentioning the peasant proprietary question, I understood you to speak against very small holdings?—Yes. Very small holdings, I thought, would be soon absorbed; however, I don't think it would be necessary to limit them by legislation. I think peasant proprietorship should be given to the fullest extent, and I don't think small holders should be discouraged. There is an apprehension that the very small holders would be improvident. That may or may not be the result; but I don't think it would

be fair to proceed on the apprehension that every man who purchased ten or fifteen acres of his holding would lose it again. I think it would be better to let every man who wished to purchase his farm, large or small; they should all receive the same encouragement.

397. You think that small farmers should be encouraged to become proprietors?—Yes. I think that to give them anything that would give the tenant an interest in the country would be of immense value. I don't care how small—if it were only a house, it would be of use.

398. You would let such persons become proprietors, and let the members of the family labour for other farmers, and by such means assist in their support?—Yes.

399. Do you think that there are many labouring men who have means by which they could purchase very small holdings?—Yes; I know that is the case. It did not occur to me until now to mention it; but there are many labourers, I am aware, in the country who are industrious, and who could purchase. I know an instance, in my own district, of a labourer paying £105 for a plot of eight acres.

400. Mr. SHAW.—That is, for the tenant-right of it?—Yes. He paid £105, which he earned as a herdsman on the same estate; and that, I should say, would be one of many cases. He gave it for the tenant-right; and, if he could have got the fee, it would, of course, be much more valuable to him. I am sure there are a great many cases in which labourers would be able to purchase small holdings, and I therefore say it would be unsafe to limit the peasant proprietary. I would extend it to all holders, large and small, even to the purchaser of one acre.

[The Commission was adjourned to the following morning.]

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SECOND DAY—THURSDAY, 2ND SEPTEMBER, 1880.

Present:—The Right Hon. the EARL of BESSEBOROUGH, Chairman; Right Hon. BARON DOWSE, The O'CONOR DON, ARTHUR MACMORROUGH KAVANAGH, Esq., D.L., WILLIAM SHAW, Esq., M.P.

Right Hon.
Henry
Ormsby.

Right Hon. HENRY ORMSBY, Judge in the Land Court, examined.

401. Baron DOWSE.—I believe it is part of your duty, as Judge of the Land Court, at the present time, to discharge the business that was formerly done by Master Fitzgibbon, with reference to receivers?—It is, that is, with reference to receivers, but there is other business of his which I have not, as to local accounts and other things.

402. Who does these?—It is done by the Local Government auditor I think.

403. At all events you do not do it?—No, it is the Local Government Board.

404. Do you entirely look after the receiver business or does Judge Flanagan do any part of it?—No, he does none of it. The enactment of the statute is that, while there are two Land Judges, the junior for the time being shall have that duty, and the other business is distributed accordingly.

405. But the duty so discharged by you is discharged quite distinct and apart from your ordinary duties as Land Judge?—Oh, quite distinct. It is, I should say, more as a Judge of the Chancery Division.

406. Have all the receivers that are appointed by the Judges of the Chancery Division, to pass their accounts before you?—They have before my examiner.

407. Subject to any question that may arise for yourself?—If any question arises it is referred to me.

408. Any application that is made for a reduction of rent is made to you, in the first instance?—It is made to me in the first instance, with the exception of lunacy cases, where the Lord Chancellor disposes of these applications himself, but they are comparatively few; but in other cases the memorials are addressed to me. Some used to be sent to Lord Chancellor Ball, and his opinion was that, I being a judge, not an officer of the Court, they should not go to him to be sent forward, but that they should be addressed to me, and he frequently sent back memorials directing the people to address the memorials to me and not to him.

409. What about minor matters?—I have them and all ordinary causes.

410. When a receiver is appointed in an ordinary cause or action does the matter come before you in reference to him?—I have in fact the control of the receivers and the management of the estates.

411. I observe by the newspapers (for that is really the only means of information I have on the subject) that a great number of applications have been made to you recently for abatements of rent?—Oh, very many. They were very numerous indeed.

412. And you have entertained a great number of these applications favourably?—I think in a very great majority of cases. In fact, if you allow me to say so, the cases which I did not entertain favourably were cases where I thought that, although losses had been sustained by the complaining tenants, they were still well able to pay the rents. I think they have nearly discontinued these applications, because I put it on this ground, that the more I felt constrained to yield to the applications of the poorer tenants for an abatement the less scope there would be for generosity in the case of rich ones.

413. I observed that in one remarkable case of a gentleman who applied for an abatement, and I believe proved that he had lost by the farm, but had perfectly good means of paying the rent from other sources, you did not entertain that application?—No.

A very generous landlord might perhaps entertain a case of that kind favourably if he had funds, but we are not generally in that position.

414. The very meaning of a receiver being appointed over an estate is, in fact, from the inability of the inheritor to be able to pay the demands upon it—is not that so?—Except in minor cases.

415. Do you require notice of these applications to be served on the inheritor and on the incumbancers?—Oh, yes, a summons is issued. It is done by a summons, both to the owner and the incumbancers, or a certain class of them, for I might mention that whenever I appoint a receiver I direct the person having carriage of the proceedings to inform me who he considers it right should be served with notice in those matters, so as not to have the estate overated with the expense of serving a great number of persons unnecessarily. These are the persons that are served, and the owner is always served. We endeavour to have the estate sufficiently represented, both as to owners and incumbancers.

416. Have you any idea of what by the year would represent in round numbers the estates that come before you?—I have got a circular or return on the subject prepared, thinking that you would like to be informed of these things. I have here the number of receivers appointed by the Land Judges during 1879, 62; and then there is a note, "Up to 1st September, 1880, 94." That calls attention to the very great increase that there is in the number of receivers during this year. It was 62 for the whole of last year, and up to the 1st of September, 1880, it was 94.

417. That document is made up to yesterday?—Yes.

418. What rental would that represent?—Then I have to mention, if you will permit me, that there are other receivers appointed by some of the other Judges, because under the Judicature Act all the Judges of the Chancery Division can appoint receivers if they think proper. They have the alternative either to appoint a receiver and to keep the accounting and the whole control of the receiver if they think proper. If they do they must make an order to that effect. They have also the power, which they generally exercise, of sending it on to me, and even if they appoint a receiver themselves—the Vice-Chancellor more frequently than any of the others appoints a receiver—the matter does not stop with him unless he makes an order keeping it there. The Lord Chancellor has been in the habit in exceptional cases of appointing a receiver. I call a case an exceptional one in this sense—that if there has been an agent of an estate for many years, and the owner of the property dies, and the minor is made a ward of the court, the Lord Chancellor is very anxious that the estate should be disturbed as little as possible, and does not send the thing for competition before me at all. But that, I think, is the exception. The Master of the Rolls, as far as I know, has never yet appointed a receiver. He seems to consider that the duty should devolve on me, and he has never, I think, appointed a receiver himself. Judge Flanagan, I think, always sends them to me. The Vice-Chancellor appoints some, but not all. For that reason I thought it necessary to explain we are not able to tell you how many receivers were appointed by the other Judges of the Chancery Division. Then the next piece of information is—the receivers previously appointed, and still under the Land Judges, are 419. We have an increase, but those whom we found there,

and who are there still, are enumerated here. The total number of receivers under the Land Judges at the end of 1879 was 481. That takes in the whole number. Some of the others had ceased to act and others been added, but we have considerably more than we began with. This return then states the number of lettings, which I take it you do not mean to inquire into now; and the next item is as to the question which Baron Dowse put to me. The gross rental of estates in charge of receivers when the accounts were passed in 1879 was £438,249. Of course it would be a good deal more this year, for I can tell you that there is a considerable increase since.

419. Then, am I to take it that, in round numbers, Judge Ormsby, you entertain applications with respect to remissions of rent and other things for very nearly half a million per annum?—Well, the lunacy cases being deducted, it would not be so much.

420. At all events, it would be upwards of £400,000?—I should think it would be as much as that.

421. Could you say how many applications you had for abatements of rent within the last twelve months?—Indeed I could not do that. But I sit twice a week, and I think I would say, as a general proposition, that I never sit without having some application of the kind. They are continually before me.

422. Then, the principle you act upon, I suppose, in granting a reduction of rent is after hearing all the parties, when you are satisfied that a party is, in fact, unable to pay and has no other resources?—Yes.

423. Then, you take into consideration whether you ought not to make an abatement?—It is right to mention what my powers are upon the subject. In minor matters I have complete power to do what I think proper, there being no competent person to take care of it except the court.

424. You act, in fact, as the landlord would?—As I think a considerate landlord ought to act. The Lord Chancellor does the same in lunatic matters. But in the case of other estates, as where a receiver is appointed in an administration suit, or any case of the kind, the Court has always disclaimed the right to wipe away arrears or make abatements without the consent of the persons interested. It was Sir Maziere Brady who laid down the rule that all the Court could do in such a case was, that if they thought the owners or the incumbrancers were unreasonable, they would not make their own officer responsible for collecting a greater quantity of rent than ought to be reasonably required; so that we have in that way some control. But, speaking of that, it is right to mention that I have found the greatest, I will say, generosity on the part of the owners and incumbrancers of estates. I think it was only once or twice I found some difficulty with them—scarcely more than that—but, generally speaking, if they saw that I considered that there ought to be an abatement, they said, “We will leave it altogether in the hands of the Court.” I have even known instances where the abatement was made actually out of the pocket of a particular incumbrancer, and he said, “Well, I won’t object if you think it ought to be done.” But, of course, one puts it to them reasonably that, perhaps after all, it is a matter of prudence. I think we got in a great deal of money by making the abatements. The people were in many places in extreme distress, and I think if we had gone to the harshest measures against them we would not have got so much money.

425. These estates, I imagine, are in every part of Ireland?—The receivers are appointed everywhere.

426. Are they more numerous in the south and west of Ireland than in the north and midland counties?—Well, I should say they are.

427. Are you able to say whether you have had many applications from the north of Ireland with reference to abatements of rent?—I had some, but I think comparatively few. In fact, the Northerners would not make out a case. They could not describe them-

selves as in a state of destitution, except in one county.

428. I suppose the county Donegal?—The county Donegal. That is rather an exception.

429. I suppose the principal number of applications for abatement came from Munster and Connaught?—Oh, I should say so; certainly.

430. Do you find as a rule that the rents are reasonable or the contrary, I mean the rent a tenant has undertaken to pay?—Well, if you take the only test you can have, and it is hardly a very satisfactory one—that is the tenement valuation—they are certainly sometimes very much in excess of that, but I have often found them pretty close to it, and even sometimes a trifle under it, but as a general rule the rents are certainly higher than the tenement valuation.

431. The majority of those who make applications to you for abatements, I suppose, base their applications on the bad harvests and failure of crops?—Three successive bad seasons, and particularly the failure of the last harvest.

432. Do they make any case as a rule upon the ground that the rent is excessive or too high, independent of seasons?—They very frequently make that point. They show me the Poor Law valuation and what their own rent is, and of course it does enter into my consideration if the rent appears to me to be too high.

433. If it appears too high in comparison with the valuation it is an element in your decision of course?—Of course.

434. Now are these applications more numerous lately than they were, or are they falling off in point of numbers?—I think they are fewer lately, but that probably arises from this, that this is not exactly the time for paying rents.

435. It is May and November, or March and September I suppose?—Yes.

436. I suppose applications to you now for abatements, in respect of the March and May rents, would be made about June or July?—Generally the rule is that we allow them until the fifth month.

437. Do you know what the hanging half-year is?—Yes.

438. They have a term in the north of Ireland—I don’t know whether you know it, you know a good deal about the north—or whether it prevails much before you—they call a man an English tenant that pays up to the last gale day?—Yes.

439. He is called an English tenant, but generally speaking, even in the north there is what is commonly called a hanging half-year, the effect of which is, that as soon as one half-year’s rent falls due in addition to the hanging gale, the landlord is always in a position to bring an ejectment for a year’s arrears?—Oh, yes.

440. Do you find that many of the tenants that come before you owe this hanging half-year’s rent?—Oh, I find that generally speaking they owe more than a year’s rent.

441. When they make their applications to you?—When my attention is called to them they generally owe more. The receivers cannot bring an ejectment without my permission, and I don’t hear of cases with the view of ejectment until there is at least a year’s rent due.

442. Practically then everyone that comes before you for an abatement never comes until there is a year’s rent due?—Unless there is a year’s rent due in future, because the harvest may enable them to pay it, I think, generally speaking, these applications come to me when the receiver, according to his duty, is trying to get in the rents, these men memorial him and he sends the memorial up to me, or they memorial me directly, with a view to the amount of rent in fact that the receiver is to insist upon or proceed for.

443. You have told us your experience of the amount of rent with reference to the valuation; are you able to form any opinion whether rents have been increased *de anno in annum* for a number of

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years, as whether there has been a substantial increase of rents on the estates that came before you?—In some cases they call my attention to that. The owners of an estate say that they have not raised the rents for a long time, but there are a great many cases where they have raised them. I must say that where leases made under the Court have been made at high rents it was because the times were so very good a few years ago, that there was great competition for land, and people were quite willing to make high offers.

444. But you would not necessarily when it came before you as a question of competition give it to the highest bidder? You would consider what would be a fair rent in itself, also the capacity of the man to pay it?—I would direct the receiver to take proposals. He sends me in the proposals and always gives me a note of his own opinion which of them he thinks most desirable, and sometimes it is not the highest.

445. Then there is a discretion exercised as to the person as well as to the amount of rent?—Yes.

446. As far as you are aware has any rent been ever raised capriciously by the receivers?—They have no power to do that.

447. They must bring it before you?—Yes.

448. The receiver must take the rental as he has got it, and if he means to increase the rent on any man he must lay before you a statement that he thinks such and such a man ought to pay an increased rent to induce you to come to the conclusion that an additional rent should be charged?—It is really a thing that scarcely ever occurs. Sometimes when there are proposals for a vacant farm, and the same person proposes to take it again, the receiver might say the thing is worth more than he was paying, but there is really no system of raising rents at all.

449. You never direct the ejectment of a tenant except for non-payment of rent?—I think in a few cases there have been ejectments on the title.

450. For breaches of covenant or things of that kind?—No; the receivers sometimes serve notices to quit without my leave. But there have been no cases before me at all where a question has arisen as to compensation under the Land Act.

451. That is the point I was coming to?—So that I fancy they are generally settled, but the cases that they generally bring before me are for non-payment of rent.

452. In fact if a receiver served a notice to quit so as to constitute a disturbance under the 3rd section, and proceeded with it, he would have to use the name of the inheritor or owner of the legal estate—could he do that without your permission?—He must ask me for leave to bring an ejectment of any kind. He cannot bring an ejectment without my leave.

453. If he did and the question of compensation arose?—It would come before me.

454. Necessarily, because you would have to know something about the fund out of which the compensation would have to be paid?—Yes.

455. You never had a case of the kind?—No.

456. Then you are not able to say anything from your own experience as to the working of that compensation clause?—I really have not had to deal with it. It is not the practice of the receivers to proceed against a man except for non-payment of rent, and then they bring a great many of the small cases for non-payment of rent in the inferior Courts.

457. But would they serve notices to quit without your leave? Does not that seem to be a power that they ought not to have on their own account without consulting the judge?—They have a right to serve notices to quit, as agents—but there is a preliminary course. They ought not to take any proceeding without bringing the matter before me on a statement.

458. I know, not a proceeding in court, but if a

receiver serves a notice to quit?—I take it that they have sometimes served notice to quit without my leave, but generally speaking, and I have told them so, they ought to bring the matter before me before they attempt to dispossess a man.

459. Still a notice to quit to a tenant is a very formidable thing, it might frighten him well, and make him do a number of things that you would never hear of at all?—I think it is quite possible that anything like a process of law would have a considerable effect on a tenant, I dare say it is done with the belief that it would make them bring in the rents.

460. I believe it is the practice, as much as possible, in your courts, to have what is called district receivers?—No. That was a plan formerly in use. I have not acted on it.

461. Then, in fact, you would not consider that a man had any better claim to be appointed receiver because he was actually the receiver of a neighbouring estate?—I think I would take that into consideration if we found him a satisfactory man already engaged in the neighbourhood in the same way. We would think that an advantage.

462. I think there is sometimes a competition before you as to who should be receiver over an estate?—A very brisk competition.

463. What per-centage are receivers allowed?—Five per cent.

464. Then it is their interest, of course, to get in the arrears as much as possible?—Clearly.

465. Sometimes the receivers themselves support the claim of tenants for abatements of rent, don't they?—I call upon them to give me a report as to the claims.

466. I think I remember seeing in the newspapers, that you rather discouraged (and if you will allow me to say so I think you were quite right) the receiver himself making application for abatements for tenants, did that ever occur?—Yes; it does, but it is under our rules because we found those claims were becoming so very numerous. We must have some statement about them, and so the Lord Chancellor in lunacy matters, and I in minor matters and causes, directed the receiver to report upon it and to bring in a statement of the facts, with his opinion upon the case, or upon the series of cases. The receiver sometimes got a memorial himself and then he would bring the matter before me. Then there is a third case where a single individual writes me a petition, or a letter, or something of the kind. If I think, from the nature of the case, that it is a fair thing to do, I direct him to make the application, but in the case of a poor man I generally send the application to the receiver and beg that he will look into it and let me know his opinion.

467. That saves the poor man the expense of a motion?—Because, if I said you must make the application to the court, he probably would not be able to go to the expense of doing so.

468. To be sure; the expense might be as much as the half-year's rent?—But if I find a good many of them together, joining in a memorial, I think it is a reasonable thing then to say, you must make your application to the court.

469. Do you ever get applications at all to sanction a sale or change of tenancy?—Yes, such a thing has been done.

470. Is it the receiver, generally speaking, that would bring that matter before you?—I think so; yes, when he is making a statement about other things.

471. You ask him his opinion, do you, as to the character of the incoming man and his solvency?—Yes. He knows that is part of the information I require.

472. As a general rule, if you are satisfied of the character and solvency of the incoming man, you would

have no objection to let the tenant transfer his interest to him?—No, I don't think I ever made a difficulty about it, if I thought the incoming man a proper person to be the tenant.

473. Is it any business of yours if the rent is paid to inquire how much he gives the outgoing tenant?—Generally, as you are aware, on a great number of estates in the north of Ireland, the applications for liberty to sell, mention the price that has been paid, but I have not thought it my duty to inquire, because it is pretty well regulated by the custom of the place.

474. In point of fact, if the incoming tenant is a solvent man, you do not throw any obstacle in the way of the transfer?—I don't think I ever objected to a transfer. There are frequently other cases where a man wishes his son or his nephew to be substituted for himself, and if the receiver thinks it a proper thing to do I always allow it to be done.

475. Mr. SHAW.—They come from all parts of Ireland, I suppose, these applications?—Yes.

476. Baron DOWSE.—That was just what I was going to ask; you do not see any difference in that way between north and south; you find these applications coming generally from every part of the country?—Certainly. I have had them from the north, and the tenant-right, and the amount discussed, and all that sort of thing. I remember in one case a contest between the receiver and the tenant. He had named one person for a farm, and the tenant who wished to sell his interest named another, and they had a discussion as to which should be taken. I recollect a case of that kind.

477. Baron DOWSE.—You have had some experience as to the working of what are called the Bright Clauses?—Yes.

478. Had you the Harenc estate, that was one estate that was before you?—Yes.

479. Was there any other estate before you in which there were applications made to sell to tenants?—Yes, I took a note of some cases being pretty sure you would wish to be informed about it.

480. If you would be good enough to read that, Judge, just take your own way of putting it?—In this Harenc estate it is reported in the Law Reports Ireland, first volume, pages 242 and 428, the second was where there was an appeal from me. My note of it is this. In this case seventy-three tenants had made proposals for their holdings amounting to £51,627, which the owner deemed adequate, twenty-one tenants sent in offers which the owner deemed inadequate and fifty-five tenants did not offer. This was done in the Examiner's office in pursuance of notices to the tenants if they wished to purchase to come up, that was the result. After this the owner entered into an agreement with Mr. Hussey subject to the sanction of the Court to sell the entire estate to him for £80,500, if the Court should accept the offer, or if the Court should not accept the offer and should dismiss the petition to give the same sum. First he offered to give it with my sanction, but if I did not sanction it that then they should apply to dismiss the petition, and he would give the same sum out of Court.

481. Mr. SHAW.—Do you remember the gross sum that the twenty-one offered which was considered inadequate?—I haven't that; I am not sure the information was before me, but simply that they were not accepted, that they were not approved of. Well when this offer was being brought before me two gentlemen, Messrs. Lombard and Murphy put in a proposal for the entire estate at £81,000 (£500 more than Mr. Hussey's), in which they undertook to sell to each tenant whose offer was deemed adequate, his holding for the sum he had offered, these were the men who had offered between them £51,627. Lombard and Murphy proposed to let them have it at that, and to sell to each of the others whose offer was inadequate at a price to be settled by arbitration.

482. Was there not a Mr. Gentleman, who had interposed in some of these stages, did he come before you?—He was very early in it, but I just took a note of what my judgment was in the particular case, you are quite right to ask about him. This proposal of Lombard and Murphy however excepted out of it three or four tenants who had large interests in their holdings and with whom Hussey had agreed, one of them was this Goodman Gentleman.

483. They were middlemen, I suppose, to some extent?—Yes, they were middlemen in that sense, but men of considerable standing, Mr. Goodman Gentleman, himself, and Mr. Hewson, I think. That offer having come before me in that form, I required from Lombard and Murphy a simple proposal in the ordinary form, in order that they might be held liable to pay the purchase money. I thought, perhaps, it might be supposed their offer was conditional on dealing with the tenants, and I said "No, you must make me a direct offer." But in my judgment I declared that I accepted Messrs. Lombard and Murphy's offer, being of opinion that it was more favourable to the tenants, and I recited on my order their original proposal, so as to make it plain that I sold to them, having regard to their undertaking to deal with the tenants in that way. The owner and ten *cestui que trusts*, who were adults, had agreed to accept Mr. Hussey's offer, that is, they had accepted the offer before the other was heard of, and it is creditable to them that they said they wished to abide by that offer. But, however, my view was that a trustee for sale, there being three infants, would not be justified in taking a less sum than he could get. And I also considered that these tenants who had been up before me in great numbers upon questions of rights of way, recreation grounds, passages to the sea for bathing, and those sort of things which occupied several days, and caused great expense, had established certain rights, because it was too late to appeal from my decision. And under all the circumstances, having regard to the language of Mr. Bright's Clauses, the 46th section particularly, and the rights acquired by the tenants, I considered that I ought to regard the interests of the tenants, and when they in very large numbers supported Lombard and Murphy, who offered the larger sum, I certainly considered that it was my duty to accept it.

484. Baron DOWSE.—You were benefiting both the tenants and the inheritors?—I thought so. If you will take the trouble of reading the judgment on appeal you will find that a great many points were made against my decision. £20,000 was lodged within a few days by Lombard and Murphy, but it was suggested I had no grounds for knowing they would pay the sixty-one thousand. My opinion certainly was unchanged about that, because if they did not pay the £61,000, they left £20,000, and I would have made an order to sell the estate at their risk and expense. Again it was said there were certain interlineations made at the time of the offer. I believe the late Mr. Butt made them.

485. For whom was he?—For Lombard and Murphy, I think. When some one made an observation that Mr. Hussey's offer was also subject to tithe-rentcharge, that it had not been inserted in Lombard and Murphy's proposal, thereupon, the interlineation was made; but in fact it was an immaterial thing, because our conveyances are declared by the statute not to affect the tithe-rentcharge, and if a man buys an estate, he buys it subject to tithe-rentcharge. However, there was something made about that and other reasons, and they reversed my judgment.

486. CHAIRMAN.—That was the Court of Appeal?—The Court of Appeal, who declared Mr. Hussey to be the purchaser.

487. Baron DOWSE.—Mr. Hussey had no agreements with the tenants at all?—Oh, yes, he had. He had agreements with some of the tenants; but, as you

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will see, I considered, and I don't think it is possible to question it, that Lombard and Murphy's agreements with the tenants were far more beneficial and extensive. Their agreements covered about £2,100 a year, and the other, £700 or £800 a year

488. Mr. KAVANACH.—Am I right in supposing Lombard and Murphy were appearing for the tenants?—They appeared for the tenants in this sense, that they agreed to sell to the large majority of them at the price the tenants had offered £51,000 odd, and they agreed to sell to others, who had made inadequate offers at a price to be fixed by arbitration.

489. Baron DOWSE.—You think Lombard and Murphy came forward to buy to benefit the tenants?—I think so.

490. Mr. SHAW.—They had no private interests?—If they carried out the agreement, as I thought they would have done, they would have scarcely left themselves anything. There was an appeal taken by the tenants. Lombard and Murphy came to me, and said: "We don't want our £20,000 to be lying here. Will you give it back to us." I said I would, and they washed their hands of the case. The tenants made an appeal to the House of Lords, and it was held they had no *locus standi*, as the purchasers had not appealed. But the late Lord Chancellor made these observations, that "He should be sorry if any countenance were given to the idea that, upon such a subject as the question of what sum should be offered, or from what person, as the purchase-money for an estate to be sold in the Landed Estates Court, an appeal could in any case be brought before the House."

491. Implies that you were absolute in fact?—I took it that, if there was not an appeal to be brought to the House, it could not be brought to the Court of Appeal here.

492. Baron DOWSE.—In point of fact, that is as much as to say if Lombard and Murphy had appealed they might succeed?—I should be very glad that you read the judgment.

493. What do you think was the principle the Court of Appeal acted on; because now arises the great question whether any amendment of the law is necessary?—I think it was that the owner of a solvent estate, as this was—there was only £15,000 or £16,000 on it, had the right to withdraw the case from sale. I recognised that to a great extent, and, in fact, Judge Flanagan, from whom I would be very sorry to differ, so held in Domville's estate. He states the practice to be that if we think an owner unreasonable in refusing a price, we won't force the sale against his will, but dismiss the petition. I have quite recognised that, and say to owners at sales: "I think the money is enough. You have brought bidders from all parts of the country here, and they go away disappointed, and I shall not allow it to be set up again." And on an intimation of that kind they have sometimes allowed the sale to go on. The doctrine they went on was that he had a right to dismiss his petition; but that was not my view, under the circumstances of the case.

494. Did they lay down that he would have a right to dismiss his petition if the incumbrancers objected?—No; the incumbrancers would not have objected.

495. You thought that having the caption of the estate in your hands you had a right to deal with it?—I thought that any man that comes into the court should submit to it, and I thought that the tenants having acquired rights by my decision it was late to ask me to dismiss the petition.

496. You thought the position of the parties had been altered and he was estopped?—But I think the Court of Appeal were disposed to say that was what he was entitled to, but there was no use in dismissing the petition, because he could come in under the Vendor and Vendee Act, and go to more expense.

497. Do you think any amendment of the Bright clauses would enable you to do, notwithstanding the Court of Appeal, what you did, in a similar case?—

My opinion is that that sort of case will very likely not occur again. I think Lord Cairns' opinion would seem to indicate that it was too questionable a thing to entertain.

498. Suppose the same thing came before you again you would be bound by the decision of the Court of Appeal?—Every case stands so much on its own merits I could not say; of course to the extent that it decided any principle. I think if the question came to me about withdrawing the case from court, I probably would think myself bound if a man wished to dismiss his own petition.

499. The failure here then did not arise from any defective machinery in the purchase clauses?—I don't think it did, and some of the Lords make the observations that the tenants have rights under those clauses, and when the proper time and opportunity comes, it must be decided what those rights are.

500. Does it occur to you that those clauses require amendment in any way?—Those particular clauses—no. I think the charging order part of it might be amended. I think the dealing of the Board of Works might be amended.

501. How would the charging order be amended?—At present the Board of Works are not able to lend except as a first charge, subject to rent or some public charge; but I have found considerable difficulty in some cases, by reason of rentcharges or jointures being on the estate. I don't see that they could lend so as to allow these to keep their priority. This is a difficulty we found in many cases.

502. The Board of Works consider they are not possessed of discretion on that point?—I am sure they have not.

503. But supposing you gave the Board of Works a discretion, always taking care that they did not allow charges to have priority that would weaken their security?—Yes, that is the test as long as the security is good.

504. As long as the security is good, that they should not be pedantic, if I may use the term, as to prior incumbrances?—Yes. In one case, I know, there was £20 left for charity to be dispensed by the owners of the estate; and there seemed to be no one before me who could give a consent; and I thought the thing was so small that I might venture not to let that stop the proceedings. But there were two cases before me, I know, by jointresses. One was Mrs. Southwell, on the Southwell estate; and she was an old lady, and she was frightened and alarmed very much when her solicitor advised her she might consent to the loan. She was so much alarmed about it, that I really thought it would be an injustice to her.

505. That was asking her to consent to waive her priority?—Yes; and I declined to do it.

506. But if the Board of Works were allowed a discretion, first to look to the rental of the estate, and the probable rent payable for some years to come, looking to all contingencies of bad harvests, and so on; that the prior charges would not exceed the whole of that fund; and that there would be a reasonable expectation of this sum being repaid; don't you think they ought to be allowed to lend the money?—I think they ought.

507. There is a good deal of expense, is there not, in negotiating this matter through the Board of Works, and delay—does it occur to you at all?—In proportion to a small estate the expense may be considerable.

508. Don't you think the expense could be limited?—I don't think, as far as I have seen, the Board of Works puts them to unnecessary expense.

509. But you know legal expenses are heavy?—They must pay their own expenses.

510. But the Board of Works' solicitor is Mr. M'Clintock, and he is paid £1,500 a year, I think?—But the tenants must pay their own solicitor.

511. Generally speaking, if there was to be a con-

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siderable number of purchases, they would employ one solicitor for a number of tenants?—Yes.

512. Could there be any way of lessening the expenses by lessening the number of stamps?—The stamp duty is really very small.

513. I don't like to be saying anything about legal expenses, but anybody that has had anything to do with a deed is surprised at what he has to pay for it. I think that is a general fact?—Yes. I think evidence was given by witnesses who were competent to give it that if the tenant came in and offered on the first occasion when summoned, so that they had not to resetttle the rental, I think the whole expense was £12. But the resettlement of the rental, consequent on a trustee buying a large portion of the estate with a view of dividing it among the tenants and letting the rights of way be settled, that made on an average about £8 each.

514. You have found that the law as it now stands, compelling the Board of Works to have a first charge, has to a certain extent limited the operations of those purchase clauses?—It certainly has.

515. Do you think it would be an advantage further to enable the tenants to purchase their own holdings?—That is by larger advances?

516. No, but that the policy is a good one?—I think the policy is a very good one. If an industrious man has been able to discharge his obligations, and has the price of his farm, I think it is desirable, but I doubt very much if it is desirable to have a man who has to borrow the whole of the money.

517. If you found an industrious and thrifty tenant who has an adequate holding, 15 or 20 acres, and who at the same time is able to pay what is required to be paid in the first instance, do you think it would be a right thing to give him facilities to purchase?—I think it would; and the dealing of the Board of Works is decidedly an advantageous dealing, an annuity of 35 years at 5 per cent.

518. I take it that you say you don't think any legislation could have enabled the Harenc estate to be differently dealt with from the manner the Court of Appeal dealt with it. It would be rather legislation applying to the Landed Estates Court than to the purchase clauses; their principle was that the owner was entitled to withdraw?—Yes. I thought that under the particular circumstances he ought not. It had gone too far.

519. If they thought you were right in holding the owner was not entitled to withdraw they would not have reversed your order?—I think not.

520. Then it was upon that the decision went?—I think so. That was what they laid down as the actual right of the owner.

521. That depends very much upon the proportion the incumbrances would bear to the value of the estate?—Yes, the incumbrancers not objecting.

522. They have an interest, no matter how small?—Clearly.

523. CHAIRMAN.—They would withdraw it from the court altogether in that case?—Yes.

524. Therefore no legislation could remedy it except to say that a person coming into the court would have no right to withdraw, and that would be a strong measure?—Yes.

525. Mr. KAVANAGH.—You said that there had been a great increase of receivers lately?—Yes, sir.

526. What do you attribute that to—what cause?—Well, I should think it is very much attributable to our sales not going on as they did, because prices have been so very small compared with what they used to be, that we have not thought it right to sacrifice estates, and persons who came into the court wanted to get their interest, and applied for receivers.

527. Then you have other receivers than what are placed over minors' property?—Yes. Judge Flanagan and I are authorized by the Judicature Act, being now Judges of the Chancery Division, to appoint receivers

in our own matters. Formerly that used to be rather a troublesome thing to get, for the old practice was, when an order for sale was made in the Landed Estates Court, the person who wanted a receiver was obliged to file a bill in Chancery, and that was both dilatory and expensive, and unless it was a pressing case it was a thing not generally done. But now it is almost the rule, that a man applies for a receiver after we have made the order for sale, and I think we generally make the appointment.

528. Does not the fact prove that a greater number of landlords have got into difficulties than formerly, or does it?—If I account for it properly, the same number of cases may produce a greater number of receivers.

529. Baron DOWSE.—What I understand you to say is this, some few years ago, when there was a demand for land, when a petition was brought into the Landed Estates Court, the land was sold without any necessity for a receiver at all, and that was the object of the Court. But lately, owing to certain cases there is not the same demand for land, and sales have to be postponed, and rents have to be paid, and thereupon you appoint a receiver?—Yes; but I think the facility of getting a receiver tends very much to it.

530. Mr. KAVANAGH.—What prices about do estates fetch now, you say there is less demand?—I have sold very little land lately. I have sold house property which has certainly improved in price.

531. Baron DOWSE.—Where?—Well, in this city we have got considerably more years purchase for property, not in good parts either, than we should have got some years ago. I try to account for it this way, that people have money to invest in property, and they don't much like investing in land, and therefore turn more to house property. It certainly is the fact. I got last year higher prices for houses than I did before.

532. Mr. KAVANAGH.—The land is, in fact, unsaleable, because there is no demand?—People would be very glad to buy it if we sold it to them at their own price, but we think it better to wait. Generally speaking, both the owners and incumbrancers concur in this. If the incumbrancers pressed for their money it would put us in some difficulty; but I generally find the adjournments are on the application of one backed up by the other.

533. Baron DOWSE.—You don't take the same heroic measures as in 1849, when land was sold for what it would fetch?—No; but things were very much worse then than they are now, and estates were very much incumbered then.

534. Do you think 23 or 24 years purchase a good price for land?—Yes; that is very good; but I have got in exceptional cases much more. One of the little sales I had lately was property either in Londonderry or Tyrone; it was most of it in the possession of the owner—a very small thing—it brought 37 years' purchase or thereabouts.

535. Do you find land sells better in Ulster than it does in other parts of Ireland?—Certainly; I lately got about 24 years purchase for land in Down.

536. The O'CONOR DON.—Do you find land in the occupation of the owner sell better than land in the occupation of tenants?—Certainly.

537. There has been no falling off in the value of that?—No.

538. Mr. KAVANAGH.—You mean land that you can give the possession of as well as the fee-simple?—That is what we can get the price for.

539. Baron DOWSE.—The great contest in this country is for the possession of land?—Yes; but I must add as to the Down estate, it was a considerable one.

540. Whose estate was it; was it Ker's?—No; it was not so large. I cannot recollect the name of it. We got 24 years' purchase, but there were tenants. I don't think tenants make such an obstacle

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in the North as in other places, because they have their own system of tenant-right.

541. Do you attribute the land in the North bringing a higher price to the existence of tenant-right there?—I should say it very much contributes to it.

542. Mr. KAVANAGH.—You mentioned that in arriving at what you thought a proper rent on an estate, that you took the poor law valuation into consideration, can you say what proportion the poor law valuation should bear to the fair rent?—I think that proportion is just one of the most difficult things. I have heard it said, as a general thing, that about one-fourth should be added, but I believe that the poor law valuation is really so very different in different places that it would be quite unsafe to say, it would be impossible to say.

543. Is it not a fact that in the northern provinces it is very much nearer the real value of the land than in the south or west?—I believe that is so.

544. Baron DOWSE.—I have heard the late Lord Chancellor when in the House of Commons in a discussion on the Land Act continually say that it was taken for granted in Ireland that if you added one-fourth to Griffith's valuation you would get the fair rent. I never heard what foundation he had for it?—It does not apply universally.

545. Mr. KAVANAGH.—But it would not be just to add one-fourth in the north. My impression is that the valuation in the north is nearer the real value of the land?—I should say it must, because I have not seen the enormous difference between the poor law valuation and the rent that I found in other parts of the country. I have seen, very frequently too, the rent more than double the poor law valuation.

546. Baron DOWSE.—When you see in the north of Ireland rent and the poor law valuation agreeing, and you see in other parts of Ireland the rent being double the poor law valuation, that does not prove the valuation in the north is higher than in the south, it proves that the people in the south are fond of higher rents than in the north, is not that so?—Yes, I think so.

547. Mr. KAVANAGH.—About peasant proprietary, do you think if it could be generally established there would be any danger of their subdividing their holdings?—At present they are not allowed to do it.

548. No, but when the obligation loan is paid off the fee-simple of the land would pass into the purchaser's hands, he could then do anything he liked with it?—Oh, of course.

549. Do you think there would be any danger of that happening as soon as the loan was paid off?—There would be danger of it happening in many instances, no doubt.

550. Baron DOWSE.—The only way you could argue on that is by analogy, what was done in the past would probably be done in the future if there was nobody to prevent it?—I recollect being asked what I thought of this peasant proprietary plan, and my answer was that I thought that it would be a very good thing for the present generation, but I would not be sure of it for the next.

551. Mr. KAVANAGH.—You don't approve of it as a general universal scheme that the land of Ireland is to be handed over from the owners to the occupiers on the spot?—No; I would keep it for exceptionally industrious tenants, and I am quite sure resident proprietors are a great benefit with their large demesnes, and I would be sorry to see the whole country cut up for peasant proprietors.

552. Mr. SHAW.—Can you say what proportion of the rental that is in your court is the rental of minors or lunatics, and what of incumbered owners?—No, sir, the return to me is simply the rental.

553. Are the incumbered estates in process of sale in your court, is that how they come into your court?—Matters are brought into our court only for the purposes of sale.

554. Are all those incumbered estates in your court,

for sale, over which receivers are appointed?—Yes, our jurisdiction is to sell.

555. Baron DOWSE.—The fact is that you have transferred to you the receiver business as well as the land business?—Yes.

556. And in the land business you have also receiver business?—Yes.

557. And if a man had only a life estate without a power of sale, and got a receiver over it, you would look after that?—Unless the judge who appointed him chose to keep it.

558. Mr. SHAW.—There is a good deal of this rental that is not for sale at all?—A great deal of it is not before us for sale.

559. CHAIRMAN.—Did you not mention the total amount and then said about £400,000?—The gross rental of estates in charge of receivers when the accounts were passed in 1879, was £433,249, but as I have said we have more receivers now, and I have no doubt the rental is not inconsiderably increased now.

560. Baron DOWSE.—It is brought up in round numbers to half a million?—I don't suppose it is as much as that, but you will observe the difference between 62 in the whole year, and 94 in little more than two-thirds.

561. CHAIRMAN.—Do you give the proportion of it that is for sale?—That is not at all before me.

562. Mr. SHAW.—You would not say half of that belongs to owners and half to incumbrancers, who are seeking to sell and cannot sell, owing to entail and settlements?—I think as to the majority of the cases that are brought under receivers, except minor matters the sale is the winding up of them. For instance, administration suits wind up with an order for sale of the real estate, that comes into our court. Then, of course, in mortgage causes the object is a sale.

563. Do you think there is any advantage in keeping large estates, largely incumbered, would you be in favour of giving facilities for breaking them up and selling them?—I think it is very desirable for modern proprietors to sell portions of their incumbered estates and clear the rest.

564. They are prevented, I suppose, by entails and settlements?—For charges paramount to the life interest of the owner, he can sell notwithstanding the entail.

565. Would that not be a means of bringing a good deal of land into the market, and increasing the number of landed proprietors in the country?—Yes, and I think a great deal of that is going on. Indeed, I think we have as frequently the tenant for life of an estate put as the owner of it as the actual owner in fee.

566. Then the incumbrancer who has what I call this paramount charge, does not mind the entail but makes the tenant for life the owner. There is an absolute right to sell by these parties, notwithstanding entail or settlement?—That is so, if the charges are prior to the settlement.

567. Have many cases come into your court under part two of the Act, that is, agreements for sale outside the court, and brought in for confirmation?—Yes, we have had them.

568. The expenses of those cases I suppose would be very heavy?—They are a good deal heavier than others.

569. Would you suggest any means of lessening expenses in that way, any means of facilitating such a course?—Well, I really don't see that I could, because already the expense we put persons to is considerably less than would be incurred between private persons. For instance, the searches are a great cause of expense. We don't direct searches at all to the extent that there would be in the case of private persons.

570. Would he not have to make out title to the property in a certain sense?—Yes, but in the Landed Estates Court we don't care about the legal estate, because we can give a legal estate, and we don't search against a great class of persons, who outside of the court are searched against. We don't search against

mortgagees, we don't search against official assignees, we don't search against trustees for sale, so that our searches are very much less.

571. By the 46th section I see that your court is directed to fix the rental in such a way as will suit tenants, has that been done extensively?—I think it is done with a great deal of care and anxiety in my court by Mr. M'Donnell, and I am sure it is also so in the other. The course of doing it is that notice of a survey is given to the tenants, and then there is a notice given them by a particular day if they wish to purchase their holdings to come up. They do come in great numbers, and I believe there is every anxiety on the part of Mr. M'Donnell; he has the owner represented before him to try to get a fair price agreed upon, and I think it is going on to a considerable extent.

572. Is there not a difficulty about cutting up patches of the estate that may be the best part, and leaving the inferior parts?—That is the great difficulty, but we always consider that we are not at liberty under that section to damage the rest of the estate.

573. So that in cases where you fear that would be the result you are not justified in going on with the sale?—Not with the separate sale. Sometimes that is got rid of by a trustee buying a considerable portion, and he then makes his subdivisions with their consent. But if a little lot were taken out of the estate you might get a huge price for that and damage the rest of the estate.

574. You have seen the suggestion of Mr. Vernon as to a Commission to purchase large estates and subdivide them, do you think that would be advisable?—I confess it does not commend itself to my judgment, but I have, perhaps, not considered it enough. I think the thing, with a little increase of facilities, is working very well.

575. It would get over the difficulty of your Court; you would not have to decide as to the relative importance of different parts of the estate?—It would save us considerable trouble.

576. That was what was done substantially in the Kerry case, by Lombard and Murphy?—Yes, one was to buy. That may be advantageously done, and it has been done in some cases, a person buying for others came in afterwards and asked to have the rental resettled.

577. CHAIRMAN.—Can such purchasers be bound to carry out what they alleged to be their object, to hand over the estate to tenants at fixed prices?—That would be a matter of contract between themselves, but I never heard of any breach of faith.

578. You would not at present be empowered to make the order for sale on such a condition?—No, he merely purchases.

579. May it not be advisable to have such powers?—The difficulty has not arisen. They probably select a trustworthy person, and in the next place this person would be asked to bring in the whole purchase-money, and be responsible to us.

580. Baron Dowse.—You hold him as your man bound to you?—Yes.

581. The O'CONOR DON.—Have you known many instances of that combination, of one man buying to divide subsequently?—I have not at all unfrequently known it that one person buys, and I suppose they have settled the whole thing among themselves beforehand.

582. Would it be possible to give us a return of the number of cases in which this happened. Would the records of your Court show it, of a man buying in trust to sell among the occupying tenants?—I dare say it would be possible to do it, it would be troublesome.

583. Baron Dowse.—Supposing a man bought that way with agreements to the tenants, you would convey to him absolutely, or would you take notice of the agreements with the tenants?—Then the course is, they bring the matter before us, and apply to have the rental resettled.

584. Would you then make separate conveyances to each tenant?—Yes.

585. The O'CONOR DON.—Would it not then be easy to ascertain how often that has been done?—I would make a separate conveyances to tenants as if I sold to them separately.

586. Would it not be easy to ascertain all the cases in which one man was declared the purchaser on the sale, and subsequently, the conveyances were made out to a number of persons?—Well I will take a note of it.

587. Mr. KAVANAGH.—That question reminds me of what I saw in the *Nineteenth Century*, for August, Mr. J. H. Tuke there, said tenants purchasing glebe-lands were taken in by a money lender, who proposed to advance money at 4 per cent. and as soon as the sale was completed, charged them 10 per cent.

588. Baron Dowse.—That did not pass through your court at all—it was an outside transaction?—Yes.

589. Mr. SHAW.—Would you be in favour of district registries in which, in case small proprietors became general, properties could be registered in centres, the ownership registered?—I should say really the facilities now are so great for doing those things that I don't see why there should. We have a very good registry here, and I hope we will soon see it better in some respects.

590. Baron Dowse.—The registry in your court that Mr. Umlin used to be over, what do you call that?—The Record of Title.

591. Is that working at all?—Well, not much. There have been between 600 and 700 cases. I think it was said to be not quite an eighth.

592. Mr. SHAW.—It is not supposed to confer a particular advantage?—It is not certainly liked by the profession. I don't mean to say that in a sense that it is for their own sakes, but I think they have deliberately disapproved of it, for there is so much left to the officers, and there have been some mistakes discovered, and probably there may be some that were not discovered. In fact unless the officer is exceedingly competent, and a very active man, I think it is likely mistakes would occur.

593. Baron Dowse.—May it not be taken now, Judge, that it is practically a failure?—I think so.

594. CHAIRMAN.—It must be a long time in many cases before they can bring matters to a point?—There are only between 600 and 700 cases, and I believe they would have been a great deal fewer except for a clause in the Act of Parliament which almost trapped people into it, in which it said it should be recorded unless the purchaser, within seven days, gave notice he did not wish it. It frequently happens that the purchaser was not aware of this, or the solicitor either. I remember a case coming before me to decide whether I would require an estate to be recorded. The man sent a telegram, he was travelling on the Continent, and the solicitor communicated with him, and the question before me was whether I should consider that notice by telegraph a notice under the statute. I took upon myself to say I did consider it so.

595. The O'CONOR DON.—Is it not the case that no estate can be recorded except one that has been sold in the Landed Estates Court?—Yes, that is the case.

596. Therefore there is no difficulty with regard to inquiring into title when placing it on record?—No.

597. CHAIRMAN.—I thought it was a general inquiry as to title?—No; it is not done outside the court.

598. Mr. SHAW.—There is no public registry of the transactions of your court, if I buy an estate I am not registered as the owner of that estate except on your books?—You go up then to Henrietta-street and register there.

599. The O'CONOR DON.—If a purchaser buys an estate in your court and does not make a request that it shall not be recorded within seven days, then it will be recorded?—Yes.

600. And every transaction that subsequently takes

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place with regard to that estate will be entered on the record?—Just so.

601. So that anyone going to the book and having a right to look at it will see at a glance how it stands?—That is how it ought to be, but men frequently deal with a recorded estate as if it was not recorded.

602. But any transaction placed on the record will take precedence of anything not recorded?—Yes.

603. So that any person coming up there to deal with an estate and looking at the record will be quite safe?—He may be quite safe for himself, but he would be doing injustice to others.

604. Have many cases of injustice arisen?—There were two cases before me in which parties were able to remedy the injustice.

605. In point of fact, is there one single instance in which anyone has suffered loss by any error on the record?—I am not aware of it, but I can give you an instance, where, if it had not been for the honesty of an owner, there would have been great loss.

606. You are a member of the Registry of Deeds Commission, and that question was gone into very closely, and are you not aware that it was proved by the recording officer, that since the institution of the Record of Title there was not a single instance of loss occurring?—Yes, but he gave us three instances where loss might have occurred.

607. Mr. SHAW.—Does this supersede the general registry of mortgages?—The general registry has no application to the registry of title.

608. Baron Dowse.—This record of title does not assist the tenants?—I have inquired into that, and there is scarcely an instance of a tenant recording.

609. Mr. SHAW.—If I mortgage my property, that is registered in the general registry of mortgages, does it, as a matter of necessity, go on your registry too?—You mean if the title is once recorded. No notice should be taken of it anywhere else except on the record.

610. What I was anxious to get your opinion on was—if estates were broken up, and sold in small lots, would it not be a great advantage to have, in different centres in Ireland, something similar to your registry of title—a registry of ownerships, that local people buying could see at once, or local people lending could see at once, as to the ownership of these properties?—If you had a set of competent people (and they must be pretty well paid for it), I don't say it would not be an advantage; but I know we find it very hard. We have succeeded in getting a very competent man; but I think we are fortunate in doing it. It is a very onerous duty—a man must be a good lawyer, and a very active man.

611. The O'CONNOR DON.—Don't you think it would lead to a great deal of confusion to have those local registries, in consequence of property being held by the same owner in different counties, and property in different counties being under the one mortgage?—Yes.

612. It would have to be recorded in the different places, and add considerably to the expense of searches?—I think it would be advantageous to have them all in one place.

613. Mr. SHAW.—Are you aware that in America they have a very perfect system of registration?—I have heard of such a thing; but what the extent of the district is, I am not aware.

614. CHAIRMAN.—Just return for a moment to the buyers in trust for tenants—do I understand you that no change is required in the Land Act to enable the court to secure the carrying out of the principle in favour of sales to the tenants?—I do not see a difficulty, for this reason—the man's own affair is to get in the purchase-money, and complete the transaction.

615. But would you make it a binding condition on him to carry out these trusts for sale to the tenants?—Generally speaking, that does not come before us, because we look upon him as the purchaser, and make him responsible for the purchase-money; and

within fourteen days, if we require it, he must lodge the purchase-money; and that he cannot do; he must get the money from the tenants. I have not heard of an instance of breach of faith.

616. Just on the question of abatements I did not quite understand whether, in the applications for abatements, you said they were confined, generally, to districts where tenant-right does not exist?—I think the great majority of them were.

617. Then, again, in cases of a sale of holdings, which you say you allow on reports of receivers, is that allowed generally in all cases, or only where it was the custom of the estate when it came under the court?—I have never been asked to do it contrary to the custom, but a great many of those cases are where there is no custom at all.

618. You don't, then, introduce the custom upon an estate that does not possess it?—No; and, in fact, they are not frequent.

619. Baron Dowse.—If the receiver brought the matter before you, and all the parties were agreeable, you would not consider whether it had been done on that estate before, you would only consider whether it was a proper case?—Unless the owner came in and objected. We would not do that in a case where there was a lease with a covenant against alienation.

620. CHAIRMAN.—I understand you to say that in this question of abatements you would act in such a way as you think a reasonable landlord ought to act subject to getting the consent of the incumbancers on the entire?—Yes; except in minor matters, where I think myself at liberty.

621. Baron Dowse.—Supposing the owner and the incumbancers objected you would have the power then of not holding the receiver responsible for the arrears, and that is the way you would remedy any inconvenience?—Yes.

622. CHAIRMAN.—During the last six months have you had applications for postponement of rent for a time, in order to get the harvest in?—Yes; a great many, and I think, I almost always yielded to them.

623. According to the circumstances?—Yes; but I have done it in a great number of cases, and told the receiver not to take proceedings until after the harvest.

624. Then as to the peasant proprietary, do you consider that there should be maintained the provision against subdivision or subletting?—As to subdivision or subletting, but I cannot say I see an objection to alienation to the same extent.

625. Mr. SHAW.—Do you see any reason why tenants buying their properties should be prevented from borrowing money on those properties outside the Government; at present they lose their whole interest in case they borrow?—The Land Act makes it a forfeiture, but then there came the Act of 1872, which enabled the Board of Works to sell, notwithstanding the forfeiture, and I believe that is practically what they do.

626. Baron Dowse.—But suppose the Board of Works' security is not interfered with, do you see any reason why they should object to his borrowing money on it?—On a second mortgage it has been said it may take a little from their own security if suits are instituted, but I don't think it is very material.

627. Mr. SHAW.—In those cases where you have made an allowance in the last year have you reduced the interest of mortgagees?—We could not do that.

628. It has all come out of the estate?—It has all come out of the estate, and the incumbancers, although they might be temporarily inconvenienced by it, thought it desirable.

629. They lost nothing?—They had their payments postponed by it.

630. Baron Dowse.—You have no power to interfere with the interest of mortgagees?—No.

631. And you have no power to interfere with the rents of the tenants except that if the parties don't

yield you would not hold the receiver responsible for the arrears, that is the real power?—Yes.

632. And that is acting on the decision of Lord Chancellor Brady, which is now the settled law of the court?—It is.

633. CHAIRMAN.—Then, looking at parts 2 and 3, with which you would be probably conversant, is there any other observation you would like to make?—No, thank you; there is nothing that occurs to me to say. With regard to that which Mr. Shaw was asking he might, perhaps, like to be informed. I have had, I think, three cases, certainly two, where there was an application at the suit of a judgment mortgagee, to sell one of these estates where the

buyer had borrowed from the Board of Works, and the course I took was to say, "I cannot make an order for sale without the consent of the Board."

634. Mr. SHAW.—Was the application by the Board of Works?—No; by a third person, a judgment mortgagee. He had not mortgaged the estate, but had allowed a judgment to go against him which was registered as a mortgage, and those proceedings were taken for a sale. I said, "I cannot do this without the consent of the Board of Works," and they gave the consent.

635. And they have got their money?—It has not been sold yet.

The witness then withdrew.

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JOHN BALL GREENE, Esq., C.B., examined.

John Ball
Greene, Esq.,
C.B.

636. CHAIRMAN.—I believe you are Commissioner of Valuation throughout Ireland?—Yes.

637. The first valuation of land was in 1826?—Yes. The first Act of Parliament passed in 1826.

638. That was on a scale of prices then laid down?—Then laid down in the Act.

639. To govern all Ireland?—To govern all Ireland.

640. An uniform scale?—Yes.

641. The O'CONOR DON.—That was called the townland valuation?—That was the townland valuation.

642. CHAIRMAN.—The next general valuation was in 1852?—In 1852.

643. Had there been some intermediate legislation?—There was in 1846. After the introduction of the Poor Laws into this country it was deemed advisable to make a tenement valuation. The original townland valuation was commenced in 1830, and was merely for the regulation of county rates.

644. The valuation of 1826?—Yes; commenced in 1830. The Act passed in 1826, and they were waiting for the Ordnance Survey to proceed, and they deferred it until 1830, and then in 1846.

645. That was after the passing of the Poor Law?—Yes, after the passing of the Poor Law, and that was to make a tenement valuation for the purposes of the Poor Law, and to continue the unfinished province of Munster according to the old Act—the Townland Act—so it was contemplated there were to be two valuations; one for county rate and the other for poor rate. There was a difference in principle. The principle of the original Townland Act was that the valuation was based on a scale of agricultural prices, and the Act of 1846 contained a clause that the valuation should be according to the rent—based upon the rent, and no scale of prices was introduced into that Act.

646. Was that on the letting value?—Yes.

647. Mr. SHAW.—Not the rent paid?—No, but on an estimate of the rent.

648. CHAIRMAN.—That would be the fair letting value?—The fair rent.

649. The O'CONOR DON.—Deducting all the taxes?—Deducting landlord's rates, repairs, and any other expenditure of that nature.

650. CHAIRMAN.—That was the 9th & 10th Vic., cap. 110?—Yes; after a while it was considered advisable to have one valuation instead of two—one for county rate and the other for poor rate, and the Act of 1852 was passed. That enacted a scale of prices, and directed that the valuations made under the 9th and 10th Vic., cap. 110, should be reduced to the scale of the Act of 1852, and made uniform for the purpose of all public and local rates and taxes.

651. That was with the view of having a corresponding value for all purposes of taxation?—Quite so.

652. Is the Act of 1846 called Griffith's Act?—No, the Act of 1852. It was made by Sir Richard Griffith; the Act of 1846 was repealed, and never came into force.

653. That is called Griffith's Act, and that is the

valuation of 1852?—Yes, that is the existing valuation.

654. There is no county published under the Act of 1846?—No.

655. Baron DOWSE.—The Act was so called because Sir Richard Griffith held the place you hold?—Yes.

656. CHAIRMAN.—Was that on a scale of prices then laid down?—Yes.

657. In your opinion that valuation, being for the purpose of taxation, need not be taken as the valuation for the purpose of showing the letting value?—No, I do not think it was ever contemplated at all. It was supposed that it would take a very considerable time, which it really did, to make the valuation, and the scale of prices was introduced, so that made at different and distant periods the valuation might be relative, and had no reference whatever, and never was intended, as far as I could learn, to form any basis for rent.

658. And if a valuation was to be framed for the purposes of rent, can you say how the scale of prices would run now as against the scale at that time?—Yes. I have got a table here that gives the scale of prices for a great number of years. The scale of prices in the Act of 1852, on which the valuation is based, was—wheat 7s. 6d. per cwt.

659. Would you say the general prices now would be in excess?—I have them made out as Lord Hartington directed some time ago up to 1876, and I have them later than that, up to 1878. The Registrar-General was directed from 1874–5 to ascertain, by sending a form to twenty-four of the market towns in Ireland to the market clerks, and these prices I got from the Registrar-General. The prices in the Act of 1852 are:—Wheat, 7s. 6d. per cwt. of 112 lbs.; oats, 4s. 10d.; barley, 5s. 6d. (potatoes were not in that Act at all); butter, 65s. 4d.; beef, 35s. 6d.; mutton, 41s.; and pork, 32s.

660. Mr. SHAW.—Were these prices taken from public records at the time?—They were taken on an average of the three years previous to 1852.

661. Taken from the public records?—Yes, by Sir Richard Griffith.

662. The O'CONOR DON.—And they were embodied in the Act of Parliament?—Yes.

663. Mr. SHAW.—That was in fact the years 1848, 1849, and 1850, immediately after the famine?—Yes, immediately after the famine.

664. CHAIRMAN.—Would you take the highest within the last few years, and give us the prices?—I can give you 1877 and 1878. In the year 1878 oats were 9s. 4d., barley 7s. 1d., potatoes 4s. 6d. (we ascertained potatoes at that time), butter 110s. 8d., beef 77s. 5d., mutton 80s. 6d., and pork 47s. 3d.

665. Which is the first year in which you have potatoes?—We have potatoes in 1826. They were 1s. 7d. per cwt. then.

666. You said they were not included in 1852?—No. In 1859 they were 2s. 11d. They increased from 2s. 11d. then to 4s. 6d. in 1877.

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667. Was the increase pretty gradual?—No, it was irregular. In 1859, which I have just read out, they were 2s. 11d., in 1860 they were 4s. 1d., in 1861 4s., in 1862 4s. 3d., and in 1863 they fell to 2s. 9d.

668. These were three very bad years for potatoes?—Yes. In 1863 they were 2s. 9d., in 1864 2s. 9d., and in 1873 they again rose to 4s. a cwt.; and in 1874 they were 3s. 6d., in 1875 and 1876 the same, only a farthing difference.

669. The O'CONOR DON.—How were these prices ascertained?—They were ascertained from newspaper reports. We sent to the proprietors, and got the newspapers of the different towns—twenty-four market towns—and they were abstracted from the newspapers.

670. The average prices?—They were carefully averaged.

671. Baron DOWSE.—They are taken from the market notes of the newspapers?—Yes, the market notes of the newspapers.

672. CHAIRMAN.—Can you give the prices for the last two years?—The last prices I have got are those for the period ending October, 1879. Wheat was then 8s. 9d.; oats, 7s. 6d.; barley, 8s.; butter, 95s.; beef, 60s.; mutton, 65s.; pork, 48s.

673. Mr. SHAW.—What were potatoes?—We have not got potatoes. Flax was 56s.

674. In 1879?—Yes, in 1879.

675. CHAIRMAN.—Do you know whether there was any distinction in the valuation between the north and the south and the west of Ireland?—Yes; a portion of Ulster was made on a higher scale than the south and west of Ireland.

676. On a higher scale of prices?—No; it was based on the same prices, but it was made at a much later period, and the cultivation of the soil is so much better there, and the production of flax, which was not in the other provinces, caused the valuation to be different, and, in fact, we found things so much better, and so much improved, we took into account the improved state of things in the north of Ireland.

677. Baron DOWSE.—Had you any idea that the Northerners were better able to pay?—Oh, no.

678. CHAIRMAN.—It was taken later?—Yes, it was taken later—the last portion of Ireland that was valued.

678A. You mentioned that the valuation could not be taken as a standard for letting where tenant-right exists?—No, I think not. If a man fines down a house—say a house that is worth £100 a year—he gives £1,000 fine, and so fines down the rent to £50, it would not be exactly fair to take that as the rent of the house. On the same principle with tenant-right—if a man gives ten or twelve years purchase for getting into possession the interest ought to be added to the rent.

679. Baron DOWSE.—The land is worth so much more?—It is worth so much more. At the same time I do not think it would be possible if there was a re-valuation where tenant-right exists that we could take it into account.

680. CHAIRMAN.—That is payment for possession?—Yes.

680A. It don't follow that the man actually reckons that he will be able to make so much more out of it, but that he is more anxious to get it, with the intention of making what he can out of it?—Yes, he is more anxious to get it.

681. He is satisfied with less interest for his money?—Yes.

682. There has been a great diminution in the population since the 1852 valuation?—Yes, since that valuation was made.

683. Does that apply to the north as much as to the south?—I think it does—to some parts more so.

684. There has been a decrease of 40 per cent., and in consequence a great deal of land has gone out of tillage?—A great deal.

685. Baron DOWSE.—In what parts of Ireland?—Particularly in the west and the south and west, and also in some of the counties in Leinster.

686. When you say gone out of tillage do you mean it has gone into pasture?—Yes, gone into pasture. You will see that by the large increase of stock—of cattle and sheep.

687. That arose, I suppose, from the great increase in the price of meat?—To some extent that, no doubt, was caused by the great increase in the price of butter, beef, and mutton, while cereal prices have not increased in the same proportion.

688. What is the present rateable valuation of Ireland?—£13,619,766.

689. Have you got there the rateable valuation of 1852?—This, I may say, is the valuation revised up to the present time. This is the '52 valuation.

690. There is no variation in that valuation?—Not in the land. Since 1852 there have been numerous buildings and improved houses, but the Act prohibited us from altering the valuation of land. We can re-distribute the value, but can make no new valuation of the land.

691. Do you add for the valuation of new built farm-houses?—We do.

692. And buildings?—There is a clause in this Act which says that farm buildings are not to be revalued for seven years after their erection, and also seven years for the reclamation of land, so that practically the value caused by improved farm buildings or by the reclamation and improvement of land is not considered until the expiration of that period.

693. Do you suppose that, on the whole, you get notice of the improvements of dwellings and buildings and the erection of new ones?—The Act requires that the poor rate collectors shall give in a return. In the course of their collection of the rates it is supposed they will see any changes, and they are required by the Act under a penalty to send us in those returns.

694. And then comes the annual revision?—Then comes the annual revision.

695. Baron DOWSE.—Would that fifteen millions include land and everything rateable in Ireland?—Everything rateable in Ireland. The land, as land is valued at £9,101,328 and the remainder is for buildings, £4,518,368.

696. But, suppose there was a farm and a farm-house on it, would all go together?—No; it would not.

697. Mr. KAVANAGH.—The farm-houses would be in the £4,000,000 off?—Yes, I have it in another place. There is a million of difference. It includes the farm-houses on those farms, and it would make it come to over ten millions.

698. Baron DOWSE.—I have heard it said by people who speak popularly on the subject, that the farms in Ireland are valued at about £10,000,000?—Just so.

699. CHAIRMAN.—You have the area of the agricultural statistics of 1880. What is the quantity of statute acres of arable land?—There are 15,357,856 statute acres.

700. Well, woods and plantations?—390,849 acres; rivers and lakes, 627,761 acres; bogs, mountains, and waste land, 4,497,024 acres.

701. What comes under the head of waste land when bog and mountain are mentioned?—Well, as for waste land, I am afraid I am unable to give an exact definition of it.

702. Baron DOWSE.—Would it include Killiney Hill with the ground for villa sites?—That would not be waste land.

703. Would it be valued at all?—It would be valued. It would come under the denomination of building ground, although we have no right under the Act to value it beyond its agricultural value. There is no such thing as waste land, which you would call waste land.

704. I suppose you put in waste land as what is not included in anything else?—Yes, just so. There

is a classification of these which is another thing. Of that four millions, 1,300,000 acres are deep red bog in the low country.

705. CHAIRMAN.—At what rate does that sort of bog stand?—I suppose about 3*d.* an acre. There are a million of acres of that supposed waste land that lies at an elevation from 1,000 to 3,000 feet, and incapable of improvement.

706. In consequence of its elevation?—From its elevation and the nature of it, consisting of wild and remote rocks and tops of mountain ranging from 1,000 to 3,000 feet high.

707. That must deduct a million?—Yes; you must deduct a million from the four millions.

708. Can you give the amount of bog?—1,300,000 acres of deep red flat bog in Ireland.

709. On which the turf would be cut away and then it would be made reclaimable?—Some of that is forty feet deep. The only thing that probably could be done with that would be that if the Barrow, and the Shannon and Suck, were lowered the bog land could be drained and made more valuable for fuel.

710. Baron DOWSE.—Is it not a fact that a great deal of that cut away bog, in consequence of its low elevation never could be reclaimed?—It never could be made land that would pay—utterly impossible. There are skirts of these great bogs that people have taken in and tilled—portions cut out along the margin of these great bogs.

711. CHAIRMAN.—Now what of the mountain land is the valuation given? Is it according to the elevation solely?—The Waterford mountains; the Purple mountains in Kerry, and the Donegal mountains have been valued at something like a halfpenny an acre. They are used for grazing sheep and goats.

712. Then it runs a change of valuation according to the change of value in the soil?—Yes.

713. Baron DOWSE.—Did you ever take into account when the mountains are valued the use made of them for shooting purposes?—No, there is nothing in the Act of Parliament to allow us to do so.

714. But a mountain might be of very considerable value for that purpose?—Yes, I know some mountains value for £300, and the valuation may be only £10.

715. But you cannot touch them?—No, we cannot value them as shootings.

716. CHAIRMAN.—The Parliamentary return shows the agricultural tenancies in 1870. Was that a return for the purposes of the Land Act?—That was a Parliamentary return in 1870. I think it must have been in connexion with the Land Act.

717. Can you give any later statement than that?—No, we have nothing later.

718. The O'CONOR DON.—Was that return made out of your office?—No. It was prepared by the Local Government Board.

719. You cannot vouch for the accuracy of that?—I cannot.

720. Baron DOWSE.—There is a return from which people quote to show that there are 600,000 occupants of land in Ireland?—That return was made out in our office.

721. In what year was that?—It was made out in 1867.

722. The O'CONOR DON.—The return in Thom's Almanac or Directory is not from your office?—No.

723. CHAIRMAN.—Did you give the Registrar-General's return for 1878?—The Registrar-General's return shows 416,435 holdings, or 72 per cent. of the entire number of agricultural holdings under thirty acres, which would make the average twelve statute, or eight Irish acres.

724. Baron DOWSE.—Now at page 752 of "Thom" there is a table:—"Proprietors of land in Ireland in 1870—a statement founded on a return presented to the House of Commons, on the 23rd April, 1872, of

the number of landed proprietors in each province that hold in perpetuity or long leases." Long leaseholders are put down as owners of the land. Is that so?—Yes, it is.

725. CHAIRMAN.—Now what have you to say as to the area under crops in 1859?—In 1859 there were 4,425,494 acres under crops, in meadow and clover, 1,437,111 acres, and in grass, 9,490,922 acres.

726. Was not 1859 about the close of a series of prosperous years?—Yes, but there have been prosperous years since that. Immediately after 1852 an improvement took place.

727. And then after 1859 there was a depression?—Yes.

728. The O'CONOR DON.—Were those figures made out at your office?—They were taken from the Registrar-General's returns.

729. Those are collected by the constabulary?—They are collected by the constabulary.

730. CHAIRMAN.—In 1880, what were the figures?—In 1880, under crops, 3,171,317 acres, under meadow and clover, 1,109,907 acres; grass, 10,161,266 acres; That shows a decrease under crops, between 1859 and 1880, of 1,254,177 acres, or 28 per cent.

731. Under meadow and clover, what were they?—Under meadow and clover an increase of 472,796 acres, or 32 per cent., and under grass, an increase of 770,344 acres, being 8 per cent.

732. That excludes the mountain and bog?—Yes, that makes up the fifteen millions of acres.

733. Baron DOWSE.—Have you any idea where this entry in page 681 of the present edition of Thom came from:—"The number and classification of holdings in each province in the years 1878 and 1879." The result is that in Ireland in 1878, the total is 579,399 holdings?—It was compiled by the Registrar-General.

734. From the agricultural statistics?—From the agricultural statistics.

735. The O'CONOR DON.—Could you give, from the office, a return of the number of holdings in Ireland—rated occupiers, in fact, in Ireland?—We could. Would you confine that to agricultural holdings?

736. Yes; outside cities and towns?—Yes; we could.

737. Could you give that in years, each year separately, since 1870?—It would be a heavy undertaking. We might do it for perhaps two years.

738. Well, could you take the first year and the last?—Yes.

739. Could you give the agricultural holdings before in regard to the extent?—Yes.

740. The agricultural statistics are selected by the police from the information they get in the country?—Yes; from their visits.

741. And that cannot be depended on?—The return comes from every district in Ireland.

742. You form your statistics for charging the rate?—Yes. We would have some little difficulty in having extreme accuracy for sometimes a man holds one or two or more holdings, and we must make some deduction on that account. For instance, it very often occurs that a man holds two or three or four holdings, and then it is only by the name we can have him identified.

743. But that is a comparative statement, and comparing one year with another it would be the same?—Yes.

744. Baron DOWSE.—I have heard the statement that if you add 25 per cent. to Griffith's valuation you would have a fair idea of the letting value of land in Ireland?—In 1876, I made an estimate according to the best judgment I could give, and it turned out to be 33 per cent.

745. Was that done to ascertain the rent that should be paid?—No; but the estimate of a new valu-

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ation—that it would be 33 per cent. on the valuation. It rested on a scale of prices we have here.

746. That is, if there was a new valuation in Ireland now there would be one-third additional?—Yes; from £13,619,766 to £18,200,000.

747. Then it does not follow that because the rent is above Griffith's valuation it is an unfair rent?—No. It ought to be above it.

748. CHAIRMAN.—If there was a new valuation it would necessarily increase the amount of taxation?—It would not increase the amount of local taxation.

749. But everybody would be taxed?—Yes; the income tax would be increased.

750. Baron DOWSE.—For imperial purposes they would?—Yes.

751. CHAIRMAN.—A new valuation would take a considerable time to make of the whole of Ireland?—I think I made an estimate some years ago that it would take from three to five years to complete it.

752. Baron DOWSE.—Are there many parts of Ireland in which the land is not worth more than it is valued for?—Not many places. There are some poor places, where the people are really very poor, and I doubt that they are able to pay the rent at all. That is from smallness of their holdings and the poverty of the people.

753. Is it a fact that there are parts of Donegal and Kerry, and the west coast of Ireland in which, if the people had the land for nothing they could not live on it?—I don't think they could in some places if they had it for nothing, in some of the holdings down in Donegal, and in the extreme west of Ireland. I know of one place in Donegal, where the unfortunate accident occurred—Gweedore—where there are 400 tenants, and the highest rent that any of them pays is £4 10s.

754. CHAIRMAN.—How do they pay it?—Only they have other means they could not exist.

755. Is that place you speak of on the sea?—Yes, on the sea near Gweedore. The other means they have of living is by fishing and making socks, and their families go out to work.

756. Baron DOWSE.—I think that one of the causes which led to the recent great distress was that there was no demand in the previous year in England for labour from this country?—Yes.

757. Is this bad land you spoke of generally coast land or mountain land?—Yes, pure mountain land, and a little tillage through the rocks.

758. CHAIRMAN.—Do you know how it originated that these poor people settled down on the land?—I don't know.

759. I believe you have made some valuations for the Board of Works in cases of arrangements for the purchase of small holdings?—Yes. That originated in this way. After the passing of the Land Act in 1870, an application was made by a Clergyman in Tyrone. He wished to purchase his holding, and the Board of Works refused to give more than a certain proportion of Griffith's valuation. He was not satisfied with the amount, two-thirds of the valuation, that was offered him, and he wrote direct to Mr. Gladstone, and Mr. Gladstone took the case in hands, and I was communicated with, and desired to send down and value this farm at its then letting value, I did so, and I had to put a considerable increase on the valuation, and he got the two-thirds, and was satisfied with that, and he bought the land. After that I was desired when the Board of Works applied in similar cases to get a special valuation made, and I have on several occasions sent down some of our best men to various parts of Ireland to make valuations, but that has been to some extent, discontinued, for the Board of Works now advance thirty years' purchase on our valuation, and that generally seems to satisfy the people, and latterly I have not had any work of that kind to do.

760. Mr. SHAW.—Is it thirty years on Griffith's valuation?—Yes.

761. The O'CONOR DON.—Provided it does not exceed two-thirds of the purchase-money?—Yes.

762. Baron DOWSE.—Do you think that change has got rid of any difficulty?—I think it has, for I have had no application for more than a year, perhaps two years.

763. Suppose the Board of Works insist on going on Griffith's valuation, and the tenant is satisfied, would you value the land for him without an order to that effect?—The Board of Works could take Griffith's valuation. They are authorized by the Treasury to take thirty years on it.

764. That is to bring it up as near as possible to the present valuation?—Yes.

765. CHAIRMAN.—Was this valuation made at the expense of the tenant?—The tenant had to deposit the amount with the Board of Works before we sent down. I think it was something very trifling.

766. Did that bring under your notice clauses in the Land Act, relating to a peasant proprietary?—Yes, it did.

767. Are you able to give any information on the subject, so far as it came under your notice?—Do you mean as to the working.

768. Well, you may call it so; but as to the reason of the failure?—I am afraid I am not able to give any accurate information on that subject.

769. Did you ever make any valuations for the Church Commissioners?—We did.

770. By their instructions?—By their instructions, and by the authority of the Treasury.

771. Was that in cases where the tenants thought that the prices demanded were too high?—I really forget what was the principal object of it. If it is desirable to know the facts, I could ascertain them. I quite forget if it was not for the purchase of the perpetuity by the owners.

772. I was asking it more with reference to the expense of valuations of that sort, if this means of purchase by tenants shall be extended?—The valuer was allowed 15s. for every night he was out, and the rate of pay that he got at the valuation office.

773. And it was paid by the Treasury?—That was paid by the Church Commissioners, and his time deducted from the service.

774. Then they charged the tenant?—I don't know.

775. Baron DOWSE.—Have you ever turned your attention to this question of what is called peasant proprietary, further than you were compelled by the duties of your office?—I can only give an opinion.

776. Do you think it would be advantageous to the country to help to increase the number of peasant proprietors in the country?—I do not, in a wholesale way. I think if there was a limitation to something like twenty acres, or so, it might; but I do not think it would be a beneficial thing to the country if all the people we have here—400,000 of them—with an average of eight or twelve acres, if they were proprietors. I don't see that that would be a benefit.

777. Supposing that farms were taken from twenty acres or thereabouts?—Yes; twenty acres or thereabouts.

778. You would have some regard to the character of the farmer, I suppose, as to his thrift and industry?—I don't know.

779. Would you consider it requisite that he should be able to pay his part of the purchase-money and not be obliged to borrow?—I don't think this system could be adopted without considerable advances being made to the tenants, and I think they would be embarrassed. If you take the average rents of half the agricultural holdings in Ireland, it is £10. If an advance of two-thirds is made to a man, and he has to borrow one-third to buy the hold-

ing, the man rented at £10 would, in thirty-five years, pay it off; but he would be paying £12 10s. for thirty-five years. You would increase his rent for thirty-five years.—(See Table in Appendix.)

780. Would he not pay more to a usurer if he was to get an advance from him?—He would.

781. Your idea on the subject is that it might be useful, or that it might be tried with holdings of considerable size, and with tenants who had the money?—Yes, certainly. I think that would be a very desirable thing.

782. Mr. KAVANAGH.—To adopt it as a general rule throughout the entire country would be nothing but transferring the payment of rents to London?—Yes. Of course, if the Government advance a man two-thirds, they must become for thirty-five years the landlords.

783. The O'CONNOR DON.—Could you tell us when the valuation of the first county was published under the Valuation Act?—I can, but I have not got it here.

784. Am I correct in stating that it was in 1853?—Yes; I think so.

785. And the last one in 1865?—Yes; Armagh.

786. So that it is twenty-seven years ago since the first county was valued, and fifteen since the last?—Well, not valued; because, as I stated before, there are a great many of the valuations in that return. There are a number of counties that were valued in 1853 and 1854. These must have been several years in progress; in fact, you may say they were in progress from 1844, when the first tenement valuation commenced.

787. Some of the southern counties were valued from 1844 to 1846?—They were.

788. What took place after the passing of the new Act in 1852 was simply to reduce them to the scale of the new Act?—Precisely.

789. Well, since the last county was valued have there not been several proposals for a revaluation of Ireland?—There were several bills brought in—three, I think. Some were read a second time.

790. Did you not furnish to the Government and to the Committee of the House of Commons the rate of increase that you thought ought to be added in each county?—I did.

791. Would you put in that return to us?—Yes; but that return would not give the increase to bring it up to the present letting value.

792. You think that increase would still be under the letting value?—It would—that is to bring it to the same standard as Ulster.

793. In order to bring the whole of Ireland to the present standard of Ulster, you calculated that in a considerable number of counties there should be an increase of 5s. in the pound in some cases, in others 4s., and others 3s. 4d.?—Yes.

794. Merely to bring it up to the standard of Ulster?—Yes.

795. Which standard of Ulster you consider is below the letting value?—Yes; I do.

796. The standard of Ulster being based theoretically upon a scale of prices considerably below the present scale?—Considerably.

797. Now did you not actually revalue one county in anticipation that the bill would pass?—We revalued Dublin.

798. What increase did you put on it?—In the county of Dublin we put on some places 50 per cent.

799. Mr. SHAW.—That was on buildings principally?—A good deal. It was on the land too.

800. That 50 per cent. included buildings?—Yes; it did.

801. The O'CONNOR DON.—As a matter of fact is not the increased value of buildings put on in the whole of Ireland?—Yes; on improvements.

802. Did you not value the land in the county of Dublin separately?—Yes; separately from the buildings.

803. And you increased its value very considerably?—Very considerably.

804. I think you stated in the House of Commons that you increased it £120,000?—I thought it was more than that.

805. Well, that valuation has never been acted upon?—It has never been acted upon.

806. Baron DOWSE.—The county of Dublin would be the one you could put the most on, for its situation and from the number of villas?—I don't know about that. There is very good land. To value land is different from buildings.

807. Did that valuation include the villas?—It included the whole county.

808. The O'CONNOR DON.—But that did not include the buildings?—No.

809. Exclusive of buildings it was a valuation of the land?—It was a valuation of the land.

810. Baron DOWSE.—Supposing there was a field of four acres—a mere agricultural field—in 1852, and supposing that afterwards there was a villa in the corner of the field, and that the field was turned into a pleasure-ground and garden, you would leave out the house, but would include the pleasure-ground and garden?—Yes; the pleasure-ground and garden. We value them as villa land.

811. Mr. SHAW.—Not agricultural land?—Not agricultural land.

812. The O'CONNOR DON.—Now did not the valuers judge very much on the old scale in making the tenement valuation?—I would not like to say that because if you saw the instructions that were issued by Sir Richard Griffith, you would see that the land was divided into qualities, and it was not necessary to go into calculations. Land that would produce ten or twelve barrels of grain an acre would be valued at a certain rate, and land that produced more would be valued at so much, and grass land to feed a beast or three or four sheep at so much. The valuers had to exercise their judgment. As to making any valuation perfect it is out of the question.

813. Mr. SHAW.—Have you that schedule of instructions?—I have.

814. Have you a copy of the instructions which were issued to the valuers by Sir R. Griffith?—I did not bring it with me but it can be had in the office.

815. CHAIRMAN.—Is it the general rule that the valuation of inferior land is nearer the actual value than that of the better class of land?—At present it is. It was not so when there was a larger population in the country and the demand for land was great. The circumstances of the country have changed since, and that class of land is not of the same value now that it was then.

817. A great deal of land has gone out of cultivation?—Yes. At present the inferior land is valued relatively too high as compared with the good land.

818. Baron DOWSE.—When you say a good deal of land has gone out of cultivation, do you mean that arable land has been converted into pasture?—That has been the case to a great extent, the demand for land was greater when there was a denser population, and more was used for tillage; it is not now of the same value.

819. The O'CONNOR DON.—Is the scale of prices in the Act of 1852 higher or lower than the scale in the Townland Valuation Act?—I think it is lower. Some things are higher and some lower. For instance beef is higher in the Act of 1852. Perhaps I may as well read the prices in the schedule attached to the Townland Valuation Act, they were—wheat, 10s. per cwt.; oats, 6s.; barley, 7s.; potatoes, 1s. 7d.; butter, 69s.; beef, 33s.; mutton, 34s. 6d.; pork, 25s. 6d.; wheat, oats, and barley, are lower in the Act of 1852.

820. And meat higher?—Meat is higher.

821. On the whole, would you say the valuation made under the Act of 1852 was lower than that made under the Act of 1826?—I would say that the valuation under the Act of 1852 was higher than the townland valuation.

822. Would you say that was so with regard to the Province of Munster, that was done first?—The valua-

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tion of Munster was never done under the original Townland Act.

823. It was done under the Act of 1846?—No. There was a portion of it done under the Act of 1846, and then reduced to the standard of the subsequent Act, but there never was a townland valuation made under the Act of 1826 in Munster.

824. Do you think there is much consolidation of farms going on in Ireland?—I have been looking into that, and from some figures that I had in the office, I found that, from the year 1872 down to 1876 or 1877—I am not sure which—there were about 20,000 farms consolidated.

825. CHAIRMAN. — 20,000?—Yes; it was only an approximate paper which I made out for my own information.

826. The O'CONOR DON.—Do you think that in those cases the farms were absorbed into adjoining farms?—They were absorbed, I think, in this way—a portion would be added to one adjoining farm, and a portion to another; not that the entire was added to any one farm.

827. You think the general rule is to subdivide the absorbed farm amongst the adjoining occupiers?—I think so.

828. Mr. SHAW.—Were you engaged in the 1852 valuation yourself, Mr. Greene?—Yes; I joined the Valuation Department in 1850.

829. What class of persons were engaged in that valuation generally—were they persons sent from Dublin?—They were generally respectable men of the farming class that Sir R. Griffith picked up here and there when going about the country, and employed them, finding that they were skilful men. A great many of them he got from finding them giving evidence against his own valuation on appeals in the Appeal Court.

830. You did it county after county?—County after county.

831. You did one county and finished it, and then went to another?—No; we went on with a great many counties at the same time.

832. The O'CONOR DON.—I presume you were never a valuator yourself?—I was. I have valued; but I was more a director of others than a valuator myself.

833. Mr. SHAW.—I suppose you know the course they adopted. Did they visit each farm?—Yes; they visited each farm separately, dug it up, inspected the soil and the subsoil, saw the crops, and having the area of the farm, and the scale of prices, took the results down in their books.

834. Do you think the scale of prices is a sufficient basis to go upon when valuing a farm—is it a guide that you can always act on?—I do not see how, if you take the principle of valuation to be that you are to value the farm on the estimate of what rent it would fetch, one year with another—I do not see how the valuator could do that without knowing the prices of agricultural produce at the time he is valuing.

835. But the price is not enough; because we may have low prices this year, and high prices in other years, and yet the farmer may be much better able this year to pay his rent than when he had higher prices. You must take other things into estimation as well as prices?—Of course, you must take into account the cost of labour, and rates and taxes.

836. And the average of years, good harvests and bad?—Of course; if you wanted to make a valuation now, to be completed say in five years, in my opinion it ought to be based on a scale of prices showing the average of the last three years.

837. Otherwise it would be very misleading; the prices for one or two years might be very misleading?—They might; but you must go upon some average of prices. I do not see how you could do it otherwise.

838. It is one of the elements in arriving at the value?—Yes.

839. Must you not also take as an element the in-

creased cost of labour and the burden of local taxation on the farm?—Yes.

840. And the increased cost of living?—Certainly; of course all those things should be considered.

841. You might find on calculating all these elements, that although the prices of agricultural produce were higher, you could not raise the rent in anything like that proportion?—I may observe that although the cost of labour, that is, the wages of labourers, have doubled since 1850, I do not think that that would have to be taken into account in anything like that proportion, because although the wages of labourers have increased, the amount of labour done on the farm has been lessened very much by the employment of machinery—reaping machines, mowing machines, and machines for almost every kind of farming operation are now extensively used, and that has tended to lessen the cost of labour very much. Of course the poorer class of tenants cannot derive much benefit from that, but then they do the greater part of the work themselves.

842. Baron DOWSE.—Do you take into account at all the probability of occasional bad harvests?—No.

843. Mr. SHAW.—Don't you think you ought to do so?—Do you mean when making a valuation?

843A. Yes; don't you think that there being always a certain average of bad harvests you ought to take that into account, and make a deduction from the valuation to meet it?—I think the prices would regulate that.

844. The prices would probably be very high in the worst harvests?—I don't know about that; I think, looking at the quantity of American produce, there would be no violent fluctuation.

845. Baron DOWSE.—There might not be much fluctuation in prices, but what difference would that make, or what satisfaction would a farmer have by higher prices prevailing for produce, if he has not anything to sell? But I suppose in estimating the value of a farm, you take the weather into account, one year with another?—Yes.

846. CHAIRMAN.—We have now had three successive years of bad harvests?—Yes.

847. Mr. SHAW.—You take the price and the probable amount the farm will produce into estimation when valuing?—Yes.

848. The prices alone would not be enough?—Certainly not; they are only one of the elements. I may mention with regard to that that the reason we made the valuation higher in Ulster relatively to the other provinces was that we found that in Ulster they got a larger amount of produce from the land than the same quantity and quality of land yielded in Munster and Connaught.

849. They were better farmers?—Yes.

850. Baron DOWSE.—So that the Ulster farmer had to pay higher rates because he was more industrious?—Yes.

851. Mr. SHAW.—Are you practically acquainted with the poorer districts of Munster?—I am practically well acquainted with Ireland generally.

852. Do you know the county Cork?—I do.

853. I wish to call your attention to the district from Crookstown to Bantry?—Yes, I know that place.

854. You know the high land there?—Yes.

855. My opinion as a practical man, and the opinion of others, is that the valuation there is higher than the letting value of the land?—I have already stated that I think the valuation of inferior and bad land is, for the reason I have mentioned, at present relatively higher than that of land of a better quality.

856. I would not call it bad land so much as light land. The opinion of practical men in the south of Ireland is, that upon such land your valuation is quite equal, and in some cases in excess of the actual letting value?—That would no doubt be the case in some places, at the same time it is not general through the country.

857. Did you issue any instructions to the valuers when valuing Dublin lately?—Nothing new.

858. Did they take with them the old code of instructions and the old scale of prices?—No; they went on the actual letting value. I may mention we were authorized to go on with that valuation on the assumption that an Act would be passed; the Government said, "We will bring in a bill next year to proceed with the valuation of Ireland—in the meantime go on with the county of Dublin"—The bill was brought in but it was not passed, and we therefore discontinued the work.

859. CHAIRMAN.—You say that was a valuation not based on a scale of prices?—Not on a scale of prices.

860. It was based on what you estimated the rent should be?—Yes, the fair annual rent.

861. Baron DOWSE.—After deductions for outgoings?—Yes.

862. CHAIRMAN.—You don't mean what the land would let for if put up to competition, but the fair rent—what you would call the fair letting value?—Yes. I think the valuation should be based on what the rent ought to be, not what it is. If we took the actual rent as the value for rating purposes, it would in many cases be very unjust.

863. Baron DOWSE.—Supposing legislation went in this direction, that there should be some mode of regulating rents otherwise than at present, some person appointed to act as an arbitrator and fix the rent in case of difference between tenant and landlord, do you think your office could furnish competent men for settling the rental in disputed cases?—It could be done, of course, but it would be a serious matter, and whether it could be done with our present staff would depend on the amount of work to be done.

864. Your office could furnish the materials for doing it?—Yes. I am satisfied it could be done, and I think with satisfaction, probably to both parties. I think they would rather have a valuation made by an independent authority than one made by persons appointed by either side.

865. Mr. SHAW.—Do you think it would be possible for a central body in Dublin to value for letting purposes, all the land throughout Ireland?—Well, I have said it would be a serious undertaking if there were a very large amount of work to be done.

866. Baron DOWSE.—I am only referring to cases of disagreement between landlord and tenant, as to the amount of rent, and what I asked was, if your office could furnish men who would be competent in such cases to settle the matter satisfactorily to both parties?—I think so.

867. Mr. SHAW.—Do you think a person not a practical farmer or acquainted with land could do it?—Certainly not; but we would send our best valuers who have had practical experience and knowledge, being practically acquainted with farming.

868. You have a staff of that kind?—Yes; but not sufficiently large for an extensive work of that kind.

869. In case of landlord and tenant not agreeing as to the amount of rent in any part of the country, you could send a man of that class, who could examine the land and arbitrate between them, fixing the value, and giving his reason for his decision?—Quite so; and let the parties have an appeal as under the present Valuation Act. I think the thing could be done. We have

made such valuation already for the Board of Works and for the Church Commissioners.

870. We have heard it stated there are 500,000 agricultural holdings in Ireland—is not that very much more than the actual number of farms—does it not include town lots, land attached to buildings not of an agricultural character, and small lots connected with villas near towns?—It does; but all the towns and villages are excluded from it. Actual towns and villages are excluded, but townparks outside the limits of the town are included.

871. And villas with four or five acres are included?—Yes.

872. What is your estimate of the actual number of agricultural holdings, have you any record of it?—No. I think the O'Connor Don suggested we should make out a return of that kind, but we could not. I should state, however, that the villa residences are principally confined to a few large cities, such as Cork, Dublin, and Belfast, and a few about Limerick.

873. You see no difficulty in persons living in the neighbourhood of towns, buying their five or six acres of land—there is no reason why they should not?—Certainly not, if they have the money.

874. Is there any reason why the occupier of five or six acres in a country district, should not do it and become a peasant proprietor?—I see none, if he has the money to do it.

875. Is there any reason why they should not be helped to do it?—Well I think that persons living near a town have greater facilities for adding to their income, than people living in remote country places. I am not in favour of an extensive system of peasant proprietorship of such small class of holdings.

876. CHAIRMAN.—Unless in localities in which the parties would have other means of subsistence?—Yes. I think it would only end in collapse, and that in a few years more would be bought up by their next door neighbours, and that the condition of the poorer classes would not be improved.

877. What harm would it do the country if their next door neighbours did buy them up!—No harm, except that the man would not remain in the position he was previously in, he would cease to be a proprietor. I am only giving my opinion. I could show you a calculation of the effect of it—if that would be of any use, I worked it out for my own information—taking the case of a man whose rent was £10, and buying his land at twenty-five years purchase, he would have to pay an increased rent of 25 per cent. for thirty-five years; and if he bought at twenty-six or twenty-seven years purchase, his rent instead of £10 would be increased to £13 or £14 a year, for thirty-five years.

878. That is if he borrowed the whole money?—Yes, assuming that he borrowed only the portion of the purchase money allowed to be advanced by the Board, and that he had the remaining one-third himself, the repayment would be £8 6s. 8d. yearly, for thirty-five years.

879. Baron DOWSE.—That would be remedied if Government would lend on cheaper terms than at present?—Yes.

880. Mr. SHAW.—Or extend the period of repayment?—Yes, of course that might be done.

Adjourned to the following morning.

Sept. 2, 1880.

John Ball
Greene, Esq.

Sept. 3, 1880.

THIRD DAY—FRIDAY, 3RD SEPTEMBER, 1880.

Present:—The Right Hon. the EARL of BESSBOROUGH, Chairman; Right Hon. BARON DOWSE, The O'CONOR DON, ARTHUR MACMORROUGH KAVANAGH, Esq., D.L., WILLIAM SHAW, Esq., M.P.

JOHN LA TOUCHE, Esq., examined.

John
La Touche,
Esq.

881. CHAIRMAN.—You live at Harristown, Mr. La Touche?—Yes.

882. You are an owner of property there?—I am an owner of three estates in Kildare, an estate in the county Leitrim and another in the county Dublin, and I have had experience of estates in Tipperary and in Limerick also. For the last thirty-three years I have had the management of property in these several counties.

883. I suppose in the course of your management of these properties you have had some experience of the working of the Land Act?—Well, I never had a case myself that exactly came under the provisions of the Land Act to deal with. I understand the working of it pretty well, but practically I never had a case under the Land Act to deal with myself.

884. Have you any knowledge of cases that arose on neighbouring properties?—Oh, yes; I have had knowledge of cases that arose in neighbouring counties.

885. Are there any special points in the Act as to which you are prepared to give some information to the Commissioners with a view to improve the relation between landlord and tenant in Ireland?—As far as my knowledge goes it works extremely well, but I should be myself inclined to extend the provisions of the Act so as to apply not only to tenants-at-will but to tenants having leases, and I should provide full compensation to tenants for the improvements they have made on their farms on leaving their holdings, whether voluntarily or not.

886. The O'CONOR DON.—Is not that the present law?—I rather think not.

887. Are not tenants entitled to compensation for improvements no matter how they leave their farms?—Not all tenants. Tenants holding up to a certain valuation are—not tenants holding under a long lease. I would extend to all tenants the advantages and privileges of the provisions of that Act. I know some cases myself where if the landlord had not been very kind indeed improvements made by the tenants would certainly have been sacrificed.

888. That is probably in the case of leases made before the passing of the Land Act?—It is.

889. CHAIRMAN.—These are cases that are excepted in the Act?—These are cases that are excepted.

890. BARON DOWSE.—One of the exceptions is the clause dealing with improvements made before the Act, and twenty years before the claim. Originally the Bill was different, but it was afterwards altered in the House of Lords, and I understand that you would make it general and apply it to all tenants?—I would make it general.

891. CHAIRMAN.—In all cases, whether leases were made before the Act or after it?—Certainly, and I would prohibit any clause being inserted by the landlord or any covenant which would deprive the tenant of his advantages and privileges under the Act. At the present time it is within the power of the landlord or tenant to contract out of it.

892. That is tenants over a certain valuation?—The landlord can put such a covenant in his lease as would deprive the tenant of any advantage whatever under the Land Act at present.

893. He cannot contract himself out of his claim for improvements, I think, or compensation for disturbance unless he is over a certain valuation?—I would do away with the limit of valuation.

894. BARON DOWSE.—Do I understand you to say that in all cases no matter what the valuation may be, so long as the relation of landlord and tenant exists,

the tenant should not be allowed to contract himself out of the benefit of the Act?—Exactly.

895. CHAIRMAN.—Are you aware of any cases where the Act has worked harshly for the tenant in consequence of the contracting clauses?—Not that I could state the details of, but I know as regards a tenant of my own, who paid me £300 a year rent, and who died leaving a widow. Immediately after his death the widow tendered to me the lease, and wished to give up the holding. If I had been pleased to take up the farm at that time, the widow and her family would have been at considerable loss. Her husband had made improvements in the land, and the farm had been set at a very moderate rent, I advised her to consider the matter for a few days, and after some consideration she determined not to give it up, but I could have taken advantage of her proposal to give it up. I have since let the farm for the advantage of the children at about £100 a year more than the original rent in the lease to the tenant who died.

896. You have let it as trustee for the children?—Yes.

897. BARON DOWSE.—And if you had availed yourself of your legal rights, at the end of the lease you might have put that £100 a year into your own pocket?—I could, and also the value of any improvements that were made.

898. CHAIRMAN.—Could you have taken the lease from that woman against her will?—She proposed to give it up voluntarily.

899. But if she wished to keep it you could not have taken it from her?—Oh, I would not have taken it.

900. BARON DOWSE.—The term of the lease was not expired?—No, there were thirty years of the term still in existence.

901. The O'CONOR DON.—How could you have broken the lease if the woman had not wished to give it up?—I would not have attempted it.

902. In what way would it have been in your power to have deprived this poor woman of the £100 a year interest she had in the land if she had not chosen to have given it up?—I could not have done it, and I would not have attempted to do it, but it was her own free proposal. She pressed me to take the farm off her hands, she had several young children, and said she could not manage it.

903. BARON DOWSE.—But if the lease had expired then you could have got all the value of the tenant's improvements, and it is to prevent things like that, you think the provisions of the Land Act should be extended?—Exactly to prevent the tenant's improvements from being taken. I could have taken the lease and the woman would have given me a receipt then and there, and would have been very much obliged to me, but I saw that she was doing a foolish thing for her own interest.

904. Mr. KAVANAGH.—In fact you wish to alter the law in order to protect the tenant from her own folly, because it would have been folly, would it not, in this case?—It was foolish. The poor woman was in distress, having just lost her husband, and she told me she was unable to manage a large farm like that herself, and she said it would be a great kindness if I would take it up from her.

905. CHAIRMAN.—I suppose it may not be an unusual thing to happen in cases where a widow with a young family, particularly in the case of a large farm, would find herself quite unable to carry on the farming business herself?—I don't think it is unusual.

906. And in such cases, though very desirous to rid

herself of the liabilities of farming, she might be denuded of all compensation for her husband's interest in the lease?—Yes.

907. Baron Dowse.—Was there a power of sale in that lease—was there a clause against alienation?—There was.

908. Then she could not have sold her interest without your assent?—Without my assent she could not have sold it. Afterwards when she had taken the advice of her friends, she asked me to allow her to sell it but that I would not do.

909. Baron Dowse.—But I understand the gist of your evidence to be that on the expiration of the lease, no matter how long the term of the lease was or what the rent was, you would so alter the law that a man who made unexhausted improvements on that farm should not be deprived of the advantages of the Act, as in a certain class of cases as the law at present stands, he is?—Certainly.

910. Mr. KAVANAGH.—Are there not leases made that are given at a low rent to tenants upon condition that they are to make certain improvements?—Yes, I have given such leases myself.

911. At the end of that lease would you think it right that you should be obliged to compensate the tenant for improvements that he made upon the condition that he should have the farm at a low rent?—I should not. That would be stated in the lease.

912. Baron Dowse.—The improvements would be yours then, the rent having been fixed at a low rate in consideration of their being made?—Exactly, at a low rate. I have made such leases. Upon that point I think it would be advisable if there was an office for the registration of improvements.

913. CHAIRMAN.—There is a power of registration under the Land Act?—I think it might be simplified by having it done at the Petty Sessions Courts. Tenants will not take a great deal of trouble in those matters.

914. And it becomes expensive to them?—Too expensive, I think it would avoid disputes if there was a register of improvements kept. I have thought that the Petty Sessions Clerk of a Petty Sessions district could easily keep it upon the tenant first giving notice to the landlord that he intended to make such improvements.

915. Such notice as he is bound to give now if he goes in to have them registered according to the clause of the Land Act?—Yes.

916. The O'Connor Doc.—Do you think that many tenants would take advantage of such a provision?—I don't think a great many would, but I think it is just that they should have that power of making improvements if the landlord declines to do so, and then that on giving up their farms from any cause they should be compensated for the full value of their improvements.

917. But every tenant who makes improvements under a letting since the Land Act or under a tenancy from year to year, would be compensated under the existing law, so that your answer only applies to leases that were made before the passing of the Act; is not that so?—To thirty-one years leases.

918. You would do away with that provision with regard to thirty-one years leases?—I would.

919. But under the clause in the Land Act with regard to thirty-one years leases is not the tenant entitled to compensation for improvements although he is not entitled to compensation for disturbance?—Yes, he is. I am not sure in the event of his voluntarily giving up his farm or wishing to remove whether he could claim for improvements.

920. Baron Dowse.—If I understand what Mr. La Touche said his idea on the subject is, he would abolish these restrictions and exemptions in the Land Act and make it applicable to every kind of tenancy, whether the letting was made before or after the passing of the Land Act, as far as the unexhausted improvements that the tenant has made are concerned, unless he made

them under a contract with the landlord and got the land at a reduced rent in consequence?—Yes.

921. CHAIRMAN.—Have you yearly tenants as well as tenants under lease?—Oh, yes.

922. In the cases of yearly tenants do you recognise a tenant-right or goodwill in the tenant?—No, I do not.

923. Baron Dowse.—You do not allow him to sell?—No.

924. Even with your assent?—No; I do not recognise that on my estate.

925. A tenancy from year to year is a term that any man is entitled to sell, whatever may be the value of it, whether the landlord assents or not, but the landlord on the other hand has his power of interfering by serving a notice to quit; do you recognise the tenant's right to sell the interest, such as it is, of his tenancy from year to year?—I do not. I do not admit that the yearly tenant has any interest in his farm further than the extent of the improvements he has made.

926. Mr. SHAW.—Have you allowed them to sell in practice?—No.

927. Baron Dowse.—Surely, the tenant has his tenancy from year to year, at all events?—I never allow him to sell.

928. CHAIRMAN.—That is, you would consider it a ground for a notice-to-quit if a man did sell?—Well, it has been always the rule on my estate to prevent it, and as soon as we hear that anything of the kind is likely to take place, we put a stop to it. My agent was offered £80, on my estate in Leitrim, for a farm of six acres—more than the fee-simple of the land—there was no lease—a tenant-at-will, and a small holding. One tenant offered another £80 for it. Of course, we stopped that. I heard it was to be done, and I would not allow it.

929. What means did you take to stop it?—My bailiff got information of it, and wrote up to my agent, and my agent went down there, and forbade this tenant (my tenant) to make over this farm to the tenant who wished to have it. That tenant offered my agent £80 to get possession of the farm; but I would not allow it.

930. Have you ever considered the question of the general introduction of tenant-right throughout Ireland?—I have considered that question. I am very strongly opposed to it. I think it is unjust to the landlords, and I think it would be most disadvantageous to the tenants. I think it would be unjust to the landlord in this way because I think that the difference between the rent that a tenant pays for his farm—the rent that the landlord lets it to him at—and the higher rent that he could obtain from another tenant—that property, I consider, belongs to the landlord, and not to the tenant. I have let a farm of—say 50 acres—at £1 an acre. That farm is worth 30s. an acre. Many tenants would be willing to pay that rent for it. I would not allow the tenant to sell the difference between £1 an acre and the 30s. an acre that another tenant would willingly give for it. I consider that that property is the property of the landlord.

931. Baron Dowse.—But suppose it was the tenant that made the land worth ten shillings an acre more by his own industry, or by the industry of those who went before him, whose property would you consider it to be then?—The improvements would be his.

931A. But suppose they are not improvements, unless you give a very flexible meaning to the term "improvements"?—I do give a flexible meaning to it.

932. That is, you mean by improvement any permanent addition that the tenant has made to the land by his industry?—I do. Any kind of improvement of the soil, building, road-making, levelling of fences, and every other kind of improvement.

933. Or if he got a wild mountain side, and turned it into tillage land?—Certainly.

934. Or a cut-out bog, and made tillage of it; you

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look upon all these things as improvements, and to that extent you think that the tenant ought to be compensated for what he has done?—I do.

935. Suppose he could not get that compensation in any other way except by the sale of his rights to another man, would it be right, do you think, to prevent him from selling?—It would, for where could the line be drawn between the landlord who can compensate and the one who cannot?

936. There is a province in Ireland called Ulster where the line has been drawn pretty successfully?—But, then, it has been purchased there; but it is another thing to hand over the rental of my estate, which may be very moderately let, and which I might have let a great deal higher—surely, the difference between the present rent and what it might have been let for is my property.

937. Your view is that the unearned increment in the land belongs to the landlord; but what the tenant has earned by his own industry you would allow him to have?—Certainly.

938. CHAIRMAN.—Do you think that that is not secured to the tenant under the present Land Act?—I do not.

939. The value of such improvements as reclamation of mountain or bog, you would have that secured to the tenant?—I would have that secured, and I don't think the Land Act goes far enough in that direction.

940. You gave us as an instance the case of the lease of a widow who felt herself unable to carry on the farm, and wished to go out; you say that she ought to be compensated?—Certainly.

941. Suppose in the case of a yearly tenancy, there is a widow who wishes to go out, would the remedy you propose be to give her security for the improvements, instead of giving her the value of them by allowing her to sell?—I would give her the full value of any improvements made by her husband.

942. Then this being a voluntary surrender, suppose the landlord has not the means, or is unwilling to pay for these improvements, what remedy would you give then to the widow?—I should think she would have a legal claim then upon the landlord by action.

943. Baron Dowse.—Suppose the landlord had nothing to pay, which is not an incredible supposition?—I think that is the only way she could enforce her remedy, by action at law.

944. CHAIRMAN.—Do you think in such a case, if the landlord was unwilling to take it off her hands she then ought to have the power of sale?—No.

945. You would not allow a sale under any circumstances?—I would not under any circumstances.

946. Have you any reason to think that the power of sale in the north of Ireland works badly?—Yes, I have. I think it has run up land quite beyond its legitimate value, there is such a demand for it. The tenants have purchased the holdings where the Ulster tenant-right custom is in force, and have paid large sums and borrowed the money, and they have been crippled and hampered so as not to be able to farm the land as it ought to be farmed.

947. Does not that arise principally from the number of persons who wish to hold land?—It arises very much from the great demand there is for land certainly.

948. Demand increases the price of all sorts of articles in any market?—Yes.

949. Take railway shares. They go up to an extraordinary price in proportion to their return when there are a number of persons wishing to get hold of them?—Yes.

950. Do you think that land should not be dealt with in the same way?—No.

951. Baron Dowse.—Do I understand Mr. La Touche to deny that the tenant has any estate in the land at all except his claim for improvements?—Yes.

952. You do not give him any estate in it at all?—No, I do not.

953. And you will not allow him to sell because he

has nothing to sell?—Nothing to sell. I think the difference between what a landlord has let his land at, and what he might have obtained for his land from another tenant, ought to be the landlord's, and I don't think that landlords in general have their land let at the highest rent they could obtain for it. I was offered double the rent a few months ago for a farm that I let at exactly one-half the rent I was offered for it. Suppose the tenant I let it to for half its market value, suppose he chose to sell what, under the Ulster tenant-right custom, would be his interest, then, because I was kind and indulgent, and let my land not at the highest rent I could obtain for it, but at a moderate rent, the tenant takes advantage of that to make the difference his property.

954. Why did you do that? In that particular case was it because you thought the tenant you were letting the farm to was a better man than the other?—No.

955. Then why? Was it because you thought that the other man offered too much?—Well, he did not offer too much, but that was not altogether the reason. One of them was a person that I had known for some years, and I would rather have those that I have known holding farms about me than a stranger coming in.

956. Mr. SHAW.—Had he been on the farm before, this person that you let it to?—No, he had not been.

957. It was a farm that you had on your hands?—It was given up to me; at least I was obliged to get up possession of it, indeed. There were a great many persons offering to take the farm. I was offered a great many different rents for it, among the rest exactly double the rent I let it at.

958. The O'CONNOR DON.—Was that during the present year?—It was within twelve months.

959. In what part of Ireland was it?—In Kildare.

960. Mr. SHAW.—Did you consider the man who offered you double the rent had capital enough to work the place?—Oh, he had.

961. It was a grazing farm I suppose?—Well, it is not a large farm, yes, it was all in grass except a potato garden.

962. What size is the farm?—Oh, it was only a few acres.

963. That is hardly a test?—No, I don't say it is a test.

964. You would not let a farm of 300 acres, I suppose, on the same terms?—I could quote many instances on my own estate where I could have obtained a very much higher rent than what I let my land at. Certainly if the Ulster tenant-right custom was in force there, I think the effect of it would be that the landlord would let his land at the very highest possible rent he could get.

965. Baron Dowse.—Do you think that that is the case as a rule in Ulster?—Well, perhaps, I am not competent to give an opinion exactly upon that, but it strikes me that it would be so. I am sure in my own case, I can only say that if the tenant who has got that farm had the power to sell I certainly would have taken the higher rent.

966. That higher rent would have been in your judgment too much?—I think it would be.

967. Then you would leave him nothing to sell?—That would be a matter of opinion, I think it was too high, but I suppose the person who offered the rent did not consider it was too high. When I say that I think the power of sale would be unjust to the landlords, I say also I think it would be most disadvantageous for the tenant for that very reason, that I consider landlords would then let farms at the very highest rents they could get.

968. The Ulster tenant-right custom is not that. The Ulster tenant-right custom as legalized by law is that a man is to hold the land at a fair and reasonable rent, and is entitled to continue his occupation at a fair and reasonable rent, with permission to sell to any eligible tenant against whom the landlord can urge no fair reason; so that the landlord could not do as you suggest. The instant he claimed an excessive or unreasonable rent from the tenant, the tenant would refuse to pay it and would retire, and the landlord would have to pay him

the value of the tenant-right by decree?—But the tenants are willing, I find, to pay more than the value.

969. And it is there they want protection according to your other statement about covenants as to their improvements, to protect them against themselves?—Yes; decidedly.

970. Mr. KAVANAGH.—I take it that your general view of the Land Act is somewhat this, you would extend the provisions for securing the tenant in his improvements further than the Land Act goes now, but you would regard the general extension of the Ulster tenant-right custom to the whole of Ireland as an injustice in the way of transferring to the tenant part of the property of the landlord?—I would.

971. Baron DOWSE.—In addition to that, in addition to securing the value of the tenant's improvements you would make the term improvements include more matters than are enumerated in the Act?—Oh, certainly.

972. Anything that the tenant put into the land by his industry, and that was not exhausted by time?—I would, certainly.

973. CHAIRMAN.—In reference to the case of quitting a holding voluntarily, sub-section 4, of section 4, says:—

“The tenant of a holding who is quitting the same voluntarily shall not be entitled to any compensation in respect of any improvement when it appears to the court that such tenant has been given permission by his landlord to dispose of his interest in his improvements to an incoming tenant upon such terms as the court may deem reasonable and the tenant has refused or neglected to avail himself of such permission.”

You think that that sub-section is one that works badly?—That is the case of a landlord giving the tenant power to sell? That power I would not allow.

974. You would not allow the landlord to give the tenant that power in order to free himself from liability for payment for the tenant's improvements?—I would not legalize the power.

975. Mr. SHAW.—You would not prevent him, I suppose, by law, from doing as he pleased?—No, I would not.

Baron DOWSE.—The effect of that sub-section is this, that in the class of holdings within that section when a man is voluntarily quitting a holding he is entitled to compensation for his improvements, but this sub-section provides for a case where the landlord may allow the tenant to sell instead of paying him compensation, and, in that case, the landlord is not obliged to pay anything if he has allowed the tenant the option of selling his interest.

976. CHAIRMAN.—You think that that is a wrong provision to be in the Act?—I would not have the sale.

977. Don't you think it would be very much in the interest of the landlord to have the option?—I cannot see that.

978. Baron DOWSE.—I should think your own principle would work that out. You would make the provisions as to tenant's improvements wider than they are, and would give the value of them to the tenant at the end of his tenancy. You would not allow him to sell his interest but you would give him a claim upon the landlord which you would allow to be carried out by an action at law. As soon as the action is brought, if the landlord had not the money, or was not in a position to pay it, would you not allow him the option, if he choose, of allowing the tenant to sell his interest instead?—No, I would not legalize it, but I would leave it open to him.

979. How would you propose that the tenant should get the value of his improvements in a case where the landlord had no money and would not give his consent to a sale of the tenant's interest?—No answer.

980. Mr. KAVANAGH.—If the landlord was a pauper, for instance, and had nothing to recoup the

tenant for his improvements? Surely you must give a right of sale then to make the tenant's claim be worth anything?—If it could not be recovered by law.

981. Baron DOWSE.—The answer to that, according to Mr. La Touche's view, is obvious enough. What you say is that if the tenant gets his judgment, and if the landlord is not able to pay him, he would become an incumbrancer on the land for the amount of his claim, and could sell the land itself, so that the thing would work itself out in that way?—Yes, and a very good way.

982. CHAIRMAN.—Well then, Mr. La Touche, you mentioned, I think, in your letter that you could give some information with reference to what are called the Bright clauses?—Yes.

983. Have you visited any holdings that have been purchased under the Bright clauses?—No, I have not.

984. Or under the Church Act?—No, I have not; but when I came into my Leitrim estate thirty-three years ago there were some very long leases indeed given, lease for ever, and the persons who held the leases got into difficulties and unable to pay their rents, and the lands were given up to me. They were so subdivided and cut up that it was necessary for me to lay out large sums of money in providing for the people, some of them by emigration, and some of them by giving them farms elsewhere, and I consider that the extension of what are called the Bright clauses would in the end be just the same.

985. Are you aware there are provisions against subdivision or subletting attached to the sale to tenants of their holdings?—Yes.

986. Baron DOWSE.—But that does not extend further than the number of years for which the annuity is payable. What I understand from you is that when they are free they would subdivide and cut it up?—Yes. I have seen in the county Leitrim, where originally the farms must have been large, and very good houses and farm offices, when I came into that property one farm house and offices were turned into villages, and they were called villages, the land was so cut up and so subdivided. Those were, I think, leases for ever, which are tantamount to fee-simple purchases of land.

987. What would you do if a farmer had twelve children, and in the next generation they had twelve children more each, and they did not emigrate, what would you do with them, would they subdivide?—They would subdivide, and subdivide, and subdivide, until these holdings became villages.

988. What are you to do with them is the question?—I spent a great deal of money in emigration, they were most willing to go to America, and I remodelled the farms.

989. CHAIRMAN.—In the cases you mentioned were they undertenants?—They were undertenants, these had been very old leases indeed.

990. And they probably were brought in originally as labouring men and then were given small holdings?—No; the holdings had been originally rather large, and were divided among their own descendants.

991. Yes, originally rather large holdings, and then the holders under the head landlord probably brought in persons as labourers and to pay for their labour gave them small holdings. That is very common in the case of undertenants?—That was the case with some, it was not the case on a large farm in Kildare near my own residence. There there was a very long lease, made I suppose before my father purchased the property, but in 1817 or 1848 the tenant was unable to pay the rent, and the farm came into my hands. There were no less than seventy families on it, it was all cut up and subdivided.

992. On this point then the effect of your evidence would be that the extension of peasant proprietary would not be desirable?—I would just leave it as it is.

993. That is, in fact, not working effectively?—Except as far as I would try and endeavour to cheapen the transfer of land and simplify it. I should be very

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glad to sell some of my farms to my tenants but the expense would be so great.

994. Baron Dowse.—How is that, Mr. La Touche; how would the expense be so great; is it because your title is complicated, or what?—No, not particularly complicated.

995. Because, if I am owner in fee-simple of an estate, it appears to me it is very easy for me to convey by deed any part of it to anybody who is willing to pay for it, and of course you have to pay the costs of the professional man who prepares the deed?—Then you have to prepare releases, and alter the quit rent and so on.

996. But can you not sell it relieved from these charges?—I have sold property so to my tenants in Leitrim.

997. Mr. Shaw.—I suppose in Mr. La Touche's case they would have to make title to the whole estate if they sell two or three farms?—Yes.

998. Baron Dowse.—I quite agree with you if the tenant borrows from the Government through the Board of Works; then the question of investigation comes in, and properly so, because it is public money that is spent; but if the tenant has money himself, might he not as well buy your interest trusting to your own honour, as in the north of Ireland they buy property trusting to the tenant-right?—I am afraid the tenant would not be satisfied with the title, nor would he have the whole of the purchase money.

999. Mr. Kavanagh.—I understand from you that the great objection to this peasant proprietary is the danger of subdivision?—The danger of subdivision.

1000. I believe that is acknowledged by most people who have had experience of these long leases to be the case?—I think so.

1001. If any means could be devised of preventing this, do you think it would be a benefit to the country to have a class of substantial yeomen proprietors scattered over it?—I think so.

1002. It would enlist so many on the side of law and order?—Yes.

1003. Could not some such scheme as this be devised that they should hold their farms from the Crown or the State with a perpetuity rent of 1s. an acre, and with a condition attached that they should not subdivide. That would give them a sort of copyhold, and would prevent subdivision?—I think it would have an excellent effect. I should be in favour of that certainly, but I do not believe it could be carried out by legislation.

1004. Baron Dowse.—Then that would do away entirely with the objection as to what is to happen at the end of thirty-five years, and it would be part of the original contract that neither he nor his heirs should subdivide?—Yes.

1005. Mr. Kavanagh.—You would give him the right to sell the holding as long as he sold it whole?—Yes.

1006. The business of the State merely being to deal with the thing as a whole?—Yes, I think that would be useful.

1007. Baron Dowse.—It might be said that that was an interference with the rights of property on the part of the tenant, but after all it would be an interference in the direction of public policy?—Yes. At present I think the tenant can purchase. He can borrow two-thirds.

1008. Mr. Shaw.—Is there as great a tendency now, do you think, as used to be towards subdivision of farms among the farmers?—I am afraid it would be so.

1009. You speak from your own experience in Kildare?

1010. Baron Dowse.—Not so much in Kildare as in Leitrim, I suppose, Mr. La Touche?—I don't allow it.

1011. But if you did allow it, it would not be as likely to take place in Kildare as in Leitrim?—No.

1012. The O'Connor Don.—Do you find any difficulty in preventing it?—Yes, I do in Leitrim.

1013. When were those old leases you speak of

given up to you?—They were thirty years ago. It was just after the famine.

1014. That was before there was much emigration from Ireland?—There was not much emigration at that time. I think I was myself the first that promoted it down at Leitrim, immediately after the famine.

1015. But before that period the people had no resource but to subdivide the land?—They had nothing but to subdivide the lands.

1016. But a great deal of voluntary emigration is going on now?—There is.

1017. And don't you think that would have a tendency in the opposite direction—that numbers of the younger members of families would go away and not subdivide?—I can speak from my own knowledge and experience, and say it is most desirable they should go, both for themselves and those who remain at home, and for the good of the landlord too. I may say that my Leitrim estate was worth over £2,000 a year at that time. Of course the land is bad, and it is let at an average of 10s. an acre.

1018. Baron Dowse.—An English acre?—An Irish acre. And the second and third year, and the fourth year after these people had gone to America the greater portion of the £2,000 a year was paid by American orders. I went down to collect it myself.

1019. The O'Connor Don.—Then the fact that people thirty years ago or forty years ago, before emigration was general, subdivided their lands would not be an argument to show that if they got perpetuity leases or proprietorship now they would do the same?—I am afraid they would do the same amongst their families. The son marries and he gets a portion of the farm, and the daughter marries and gets a portion of the farm.

1020. Baron Dowse.—And they mortgage it—what they call mortgages—curious specimens of conveyancing I have seen in that way?—Yes; it is not so much letting it to strangers as among their own families.

1021. The O'Connor Don.—But at all events what I want to get out is that what you refer to took place when there was very little emigration, and the people had no other means of providing for their families, except by subdividing their lands?—Yes.

1022. Baron Dowse.—The tendency is not so great as in former years?—No.

1023. But still you think it exists?—Yes.

1024. And you think what Mr. Kavanagh suggests with regard to peasant proprietors would be a good way of obviating it?—Yes.

1025. The O'Connor Don.—Have you many tenants?—Indeed I have a great number in Leitrim, but their farms are all separate now, no companies. I think there is only about one holding held by a company on the whole estate.

1026. Mr. Shaw.—I suppose the farmers in Kildare are large farmers generally?—Yes they are large farmers generally.

1027. And what is your idea of the size of a farm below which a farm should not be divided?—Well we would call in Leitrim, fifteen acres a large farm, but I would call that rather a small farm in Kildare.

1028. You find on a farm of that size they are able to make a comfortable living?—Yes they are.

1029. But below that you think it is difficult?—I think it is difficult.

1030. On poor land, but on good land they could do it with smaller farms?—They could live comfortably.

1031. Are you acquainted with the north of Ireland personally?—Only passing through it.

1032. Are you aware in Tyrone, Armagh, and Down, the farms are small?—I am aware of that.

1033. Baron Dowse.—But it should not be lost sight of that in that part of Ireland there are manufactures going on?—Yes, and the land is better.

1034. The land is better than Leitrim land, but I don't suppose it is better than Kildare land?—No it is not so good as Kildare land.

1035. Mr. Shaw.—In selling your property of course if you were able to sell your whole estate to a

trustee and make title to the whole, then the process of reselling would be simplified very much?—Yes.

1036. Are you aware of a suggestion of that kind having been made that a body should be constituted to purchase from landlords willing to sell and resell, that would simplify the thing?—It would.

1037. And cheapen the transfer very much?—It would.

1038. And what reason can there be for preventing men after they had paid for their land from dividing it if they wish?—You mean proprietors.

1039. Yes, suppose a man in your county bought a farm of 100 acres and another of 20 acres, why should you prevent them after they had paid for it from doing as they please with it?—I am afraid we would fall into the state of things I have described in Leitrim.

1040. Baron DOWSE.—Might there not be this objection that they may reduce the quantity each family would have beyond what they could live on?—Yes.

1041. Mr. SHAW.—Would not that cure itself?—It would, but I am afraid the cure would be very bad, it would be starvation.

1042. It would be cured, I think, before they reached starvation. Are you acquainted with the country parts of France?—Yes, I am.

1043. Are you aware that holdings are very small there?—Yes, I am.

1044. And in Belgium they are very small?—Yes.

1045. And the people make a very good living?—Yes.

1046. Baron DOWSE.—They have a different climate there?—Yes, and a different soil, it is like a garden.

1047. Mr. SHAW.—Is the climate so different in Belgium from what it is here?—I have not travelled much in Belgium.

1048. Don't you think in course of time the ownership of land would induce habits of thrift, just as much as in Belgium and France?—I am rather afraid of it.

1049. Are you not aware that in this country we have peculiar advantages for growing crops that they cannot grow so well in Belgium and France, for instance, root crops and clover, and if we cultivated those and had our farms clear, on small patches of farm a great deal more cattle could be kept?—I am afraid they would depend on the potato crop again, as they did in years gone by.

1050. They don't do that in the north of Ireland; are you aware that there they grow those crops for house-feeding very extensively on the small farms, and house-feed the cattle very much?—Still the habits of the people are different from the French.

1051. Don't you think the habits of the people change?—By degrees, yes.

1052. And we ought to aim at that in legislation as much as possible—I think so.

1053. To give perfect security to the tenant for all his interest in his holding?—Certainly.

1054. And if possible make him an owner if we can do so justly?—And prevent the subdivision.

1055. Don't you think it as difficult to prevent subdivision of land as anything else, that it is regulated by a law that no Act of Parliament can master?—I am afraid you would require to make a law against it, if this country is to prosper. I am afraid we would go back to the same state of things.

1056. Would you limit the power of mortgaging at all?—No, I think not.

1057. On the small holdings?—I think not.

1058. Would you think it a wise thing to limit the power of mortgaging for large owners?—No, I would leave that without any restriction.

1059. You would not compel them to sell in case they were pushed beyond a certain amount?—No I would not.

1060. Don't you think it is a very great injury to themselves and the country to have large estates mortgaged to an immense extent?—I do certainly, but I think it is a serious matter to compel a sale.

1061. Is it not a very serious matter to have the progress of the whole country-side affected by such a thing as that, the wealth of the country and the comfort and happiness of the people stopped by the inability of the landlord though he may be a very good man?—I should think a landlord would feel it his interest to sell if he could. But if he were forced to sell it might be a serious loss to him, he might sell at a time when the price of land was very low.

1062. Mr. SHAW.—He is prevented at present by the laws of entail and settlement, would you do anything to simplify that?

1063. Baron DOWSE.—He is not prevented by the law of entail from selling, if the sale is compulsory against him by some incumbrancer who overrides the entail.

1064. Mr. SHAW.—You state that this practice of tenant-right would absorb capital to such an extent as to prevent the proper cultivation of land?—I think it would.

1065. You don't say that from your experience?—No, because I don't allow it.

1066. But are you not aware that in the north it has not had that effect that in fact the cultivation of the land is carried on much more perfectly there than in any other part of Ireland although they pay large sums for tenant-right?

1067. Baron DOWSE.—Mr. Greene, the head of the Valuation Office, informed us yesterday that the north of Ireland is valued higher than the south not because the land is better but because there is more produced out of it?—I have spoken to those who are well acquainted with it and I have read the opinions of those who have a knowledge of it, I know Lord Dufferin is very much against that system for that reason.

1068. Mr. SHAW.—But you are strongly of opinion that it would be for the public advantage to increase the owners of land?—Yes.

1069. And you would give all possible facilities to carry out such a scheme as that?—I would.

1070. The O'CONNOR DON.—Would you put any limit to this prohibition to subdivide holdings?—I would not; but I believe subdivision cannot justly be prevented by legislation.

1071. No matter what the size of the holding was?—No.

1072. Suppose the occupier of 100 acres purchased his holding and another man of 20 acres purchased his you would not allow the man of 100 acres to divide his property any more than the man of 20?—No.

1073. Mr. SHAW.—But of course if government had a charge on the land you would not prevent Government from allowing them to subdivide?—No.

1074. Baron DOWSE.—But I understand you to have adopted Mr. Kavanagh's suggestion with reference to subdivision at the end of 35 years, you confine yourself to what we call peasant proprietary which means a holding about as large as would enable a man and his family to live comfortably on it?—Yes.

1075. Supposing a man by any possibility bought 150 acres of land, whether you call him a peasant proprietor or not, do you think it would be reasonable of the Government to impose upon him a condition that he should not subdivide after he had paid for the farm?—I consider that it would be unwise and unreasonable.

1076. The O'CONNOR DON.—You would prohibit that man just as much as a small occupier?—I think so. From what I know myself of subdivision, I think it would be necessary to prohibit it.

1077. Mr. KAVANAGH.—You foresee if such was not done in the course of a generation or two—if the world lasts so long—you would have all those places

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let to small holders, and you would have the worst type of landlords and the worst grievances of tenants repeated again?—Repeated again.

1078. Baron Dowse.—You apply that to sub-

letting as well as subdividing, you would prevent him subletting as well as subdividing?—Yes.

The witness then withdrew.

JOHN SWEETMAN, Esq., examined.

John
Sweetman,
Esq.

1079. CHAIRMAN. -- You live at Drumbarragh, Kells?—Yes.

1080. You are an owner of property there?—Yes, small.

1081. How many acres?—I have 200 Irish acres in my own hands and 80 let to tenants.

1082. What are the size of the farms of the three tenants?—Two of them have about seven acres each, and the third has seventy, that makes the whole of it about eighty-four.

1083. You mention in these notes that one of them has made considerable improvements, that is, I suppose the large tenant?—No, a small one, and, when I bought the property eleven years ago, the large tenant had a long lease, three lives, the three eldest sons of Her Majesty; the two smaller tenants had no leases, tenants from year to year, and I gave them a lease for 999 years. In one case the tenant has built himself a large two-storied house, with a kitchen and a room off it, and two bedrooms above. He has built himself two little out-offices, a barn, and cow-shed, which he has not slated, but put a felt roof on. There was also between two fields, a large county Meath double fence, he has filled up the two gripes and taken half the bank away, and left it a small fence. He has put drains where the open gripe was. Last winter he thorough drained himself about very nearly an acre of land, drained it 3 feet 6 inches deep by 24 feet apart, and collected the stones, and did all the work himself. I, as I happened to have a hobby for drainage pipes made him a present of drainage pipes to put at the bottom, but that was entirely unnecessary because stones do just as well. Also, where the road meets it, there was a piece of waste ground and a disagreeable hole. He built a loose stone wall along the road, took away the fence, added a piece to his own land, and took away a dangerous hole from the side of the road without any expense to the county. I consider that the security for my rent has been raised by the improvements. There was no difficulty in paying the rent, he did not ask me for a deduction or anything. I mention particularly this one man's case. The other small tenant, was an old man, and he, from the circumstance of his sons not working with him, was not able to do very much, but I think his farming was improved.

1084. He also had a perpetuity lease?—Yes. At one time he was talking of building a house, and he told me he had a little money put by, but one of his daughters was more or less a cripple, and he wanted to keep the money for her. I told him I thought he was quite right.

1085. What was the date of this lease?—Either at the end of 1869 or the beginning of 1870.

1086. Were you led to give them those leases from your knowledge of the character of the men?—No. From *a priori* reasoning I have been always of opinion that the reason the Irish people were so unthrifty was from want of security; and, when I had bought a little land, I thought I would make the experiment myself. There was another thing I would like to bring before the Commissioners, and that is the great expense—legal expense—there is in making a lease. The large tenant asked me two years ago, although he had a long lease, to give him a lease for ever.

1087. What was the length of lease of the large tenant?—Three lives—the three eldest sons of Her Majesty. But I gave, two years ago, a lease for ever, and the expenses—the legal expenses—were £32 0s. 11d. There was £12 0s. 11d. additional on account of its being on the record of title. I had

recorded my title, and when the lease was made out, and it was brought before the Record Court, the examiner, I think he is called, said that some searches must be made. There was an old lease which the tenant had to give up to me, this lease had been made to his father; they had to go into his title, in fact, and this cost £12 additional. I said to my solicitor I did not wish he should pay that. I paid it because it was my hobby to have my title recorded.

1088. Baron Dowse.—And the rest was the solicitor's bill?—Yes; £32 0s. 11d. altogether, including the £12: £20 was what my tenant paid. There was some little expense, I suppose, owing to his father having died, having made over his property to his widow, and his widow having made it over to her son. But the tax I noticed was very high—the stamp duty.

1089. The stamp duty is not the most expensive part?—No; it was not the most expensive part; but still it was expensive. This was a lease of 70 Irish acres at £2 an acre, so that the rent was only £140.

1090. The O'CONOR DON.—Was the rent altered when the lease was made?—No.

1091. Baron Dowse.—Did the tenant pay that except the record of title part?—Yes. I understood he paid it; I have not got certain information; my solicitor was away. I asked to-day if he paid, and the clerk said he thought he had.

1092. Mr. KAVANAGH.—In this lease do you put in any clause against subdivision or subletting?—I put in a clause against letting in conacre, but not against subdivision.

1093. Then he might cut up this 70 acres into seven holdings?—He might.

1094. Baron Dowse.—And you expressed conacre in terms?—In the two small farms. I am not quite certain whether I did in the large farm.

1095. Because it has been decided in point of law that conacre is neither subdividing or subletting?—Yes, I expressed it in terms in the two first leases, but that was the only reservation I made except the rents.

1096. I don't see how the law could deal with these expenses it was the attorney's bill of costs?—It struck me the stamp duty was very high.

1097. As far as the attorney is concerned it would be a very easy thing to ask him would he take so much for doing this, but if you leave him to his own unaided devices you will have no reason to complain of the bill of costs.

1098. CHAIRMAN.—But you say this arose from the title of the former tenant?—I think that added to the expense.

1099. Was it the case that the former tenant died without a will?—No, the exact case was the former tenant died leaving it all to his widow for her life and to her son after her death. The widow after several years made it over to the son by deed.

1100. Did this bill include probate of the will?—No.

1101. That had to be proved before?—Yes.

1102. The O'CONOR DON.—This lease I presume, the old lease, was recorded?—The old lease was recorded.

1103. And therefore when you were making a new lease they had to inquire into the interests of the persons in the old lease?—Just so.

1104. And that was what caused the additional expense?—Yes.

1105. CHAIRMAN.—Then in your opinion this view which you took of giving to small tenants perpetuity

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leases nas answered well?—Very well, I have not the slightest doubt upon that point.

1106. That the feeling of security has encouraged them to make improvements?—Yes.

1107. Baron Dowse.—There is no power I suppose of altering the rental during the whole 999 years?—No.

1108. The O'CONOR DON.—When was the original lease made to the old tenant?—The lease to the large tenant was made in 1856.

1109. Was there any clause against subdivision in it?—Oh yes, every conceivable clause you could imagine.

1110. CHAIRMAN.—What were the general covenants in your lease, any particular clause as to cultivations?—No, none, the only covenants were to pay me the rent and against conacre and reserving the rights of shooting. The rights of shooting were not worth talking about. They told me to keep the shooting. There was another clause in the lease to the large tenant, there was some drainage on my land which goes into his land and I had a very strict clause put in that he was not to interfere with that.

1111. Baron Dowse.—Are you able to tell whether the lease was settled by counsel?—I know nothing about that. The tenant came to me and told me he thought the costs were very high, and I said I thought so too. He asked me should he get it taxed, and I told him I did not like to give advice on the subject.

1112. The O'CONOR DON.—The tenants have been perfectly satisfied with this arrangement?—Perfectly.

1113. And they have paid their rent punctually since without any reduction?—They did not ask any reduction. I gave them one in November last, not as a landlord, but I told them as a friend. It was a hard year and I gave them something back. This year the large tenant asked me for a reduction, I told him I could not give the reduction, but I gave him time. It was £6 he owed me, and I did not want him to sell his sheep when they were not fat.

1114. Baron Dowse.—Is this near a town?—Within two miles of Kells.

1115. Mr. SHAW.—Two pounds an acre is not high for land there?—It is about the price land goes for. I must say it is fully rented as times go.

1116. Baron Dowse.—You did not let below the current rate lands were going at?—No.

1117. You let it at the rent it was before?—Yes.

1118. Did you take any fine from them?—No.

1119. Then you gave them a perpetuity for nothing?—I considered I was repaid for it by the greater security I had for my rent from their improvements. Land is worth from twenty to twenty-five years' purchase, whereas a fixed interest like in the funds is worth thirty-three years.

1120. Then you could have no objection to the legislature doing for the tenantry of the country what you did for those tenants?—No, I was very anxious for it for the country at large.

1121. CHAIRMAN.—Do those tenants carry on any other business?—No, except jobbing in cattle.

1122. Baron Dowse.—Could they live on the farms themselves?—One of them, the large tenant, had a bakery, but he hasn't it now, and there was a public house there, but it was closed shortly after I bought the property, and the bakery was closed some years ago. I suppose they do live on the farms.

1123. CHAIRMAN.—The man who is a good hand at buying and selling cattle with a small holding has as good a business as a man could have in Ireland, I believe?—Yes, one of them does that in a small way.

1124. Baron Dowse.—But supposing they did not buy cattle at all, and lived as agricultural tenants, could they reasonably live on these lands?—They do so, one of their sons gets work as a labourer.

1125. Then they are not different from other tenants?—No.

1126. Was your attention ever called to the clauses of the Land Act, with reference to compensation for disturbance on quitting a holding?—Yes.

1127. Do you think the sums there are too large or too small?—I think they are too small, because I think in the case of a man being turned out of his farm no compensation can compensate him for what he loses unless he is given a farm under the same circumstances somewhere else.

1128. Baron Dowse.—Then you would think instead of giving him compensation for disturbance the remedy would be not to disturb him at all?—Yes.

1129. To let him remain as long as he paid his rent?—Yes. I don't think you can compensate the small tenant in Ireland.

1130. Unless he emigrates?—Unless he emigrates, and they have a strong dislike to forced emigration.

1131. Has there within your period been any consolidation of farms at all?—There has been immense consolidation adjoining me by Mr. Nicholson. Most of it was done before I went down to the country eleven years ago. A portion of this property I bought the late Mr. Nicholson bought, and turned nearly all the tenants out: in fact it was said he bought it specially for the purpose of turning them out.

1132. That was before the Land Act?—It was bought before the Land Act in 1869, but some of them were, I think, turned out after the Land Act.

1133. For the purpose of making what use of the land?—For the purpose of grazing. He has about 3,000 acres of grass land now.

1134. Have you any idea what became of those tenants?—One of those tenants that was turned out is the man that built the house on my land; he married a daughter of my tenant. Another of those tenants was a workman with me. Formerly I believe they all went to America.

1135. Mr. SHAW.—They were not turned out for nonpayment of rent?—No.

1136. Turned out on the title to get possession?—To get possession.

1137. Baron Dowse.—Has that worked well in that part of the world?—It has created a fearful state of ill-feeling against the landlords. I was perfectly shocked at the feeling very good old women exhibited upon it. They seemed to think the late Mr. Nicholson was the devil himself.

1138. That was the good old women did?—Yes.

1139. That was from their idea of its being an injustice?—Of its being an injustice—of being turned out when they paid their rent.

1140. They never objected to paying their rent?—No.

1141. Nor objected to be turned out for nonpayment of rent?—No.

1142. But what they objected to was being turned out when they paid their rent?—Yes.

1143. That was the feeling in that part of the world?—Yes, that was the feeling up to lately.

1144. Do you think if a tenant was allowed to remain in his land, and only ejected for nonpayment of rent, that would give him a sense of security in his land?—I have no doubt of it.

1145. And that was the principle on which you acted when you gave the leases to endeavour to remedy what you considered a shortcoming of the law?—Yes, and to secure my own rent at the same time; it was more as an experiment. Some people might say if I turned out these men and let it for grazing in the good year I would have got more money, meanwhile I might not be here to give evidence.

1146. Mr. SHAW.—The improvements, I suppose, commenced immediately after you gave these leases; you can trace distinctly the great improvements to the giving of long leases?—Not the following year. It has been going on the last few years.

1147. Baron Dowse.—Now, are these tenants perfectly satisfied with the condition they are in at present?—The two smaller tenants are perfectly satisfied. The larger tenant told me this year that I ought to bring down my rent to the Ordnance valuation, but I told him I could not see that at all.

1148. Having given him a 999 years lease?—Yes.

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I think he thought on account of the strong views I took I might——

1149. You might yield to pressure?—I might yield to pressure. I may mention that this man is not a Catholic.

1150. The majority of the population about there are Catholics?—Yes.

1151. Did you ever turn over in your mind this question of peasant proprietary?—Oh, yes; I have paid great attention to it.

1152. Do you think it would work well if applied in this country?—I have no doubt it would work well, from what I have seen of it in foreign countries.

1153. When you say it would work well, do you mean if applied as a general rule or in individual instances?—I think it would work well, as a general rule.

1154. Would you pay any regard to the thrift and industry of the tenant, and his capacity for working the land, or would you apply it generally?—I think it would encourage thrift, and if they had a perfect right to sell, and were lazy thriftless tenants, they would very soon find they would have to sell, and by natural causes the land would get into the hands of the men best qualified to work it.

1155. I understand from your evidence and the evidence of the witnesses that have been examined that the want of thrift arises from want of security?—To a great extent it does.

1156. You think that if the tenant had security he would be able to realize the fruits of his own labour more, and be more inclined, therefore, to labour?—Yes, and I believe that from a long course of want of security in Ireland that want of thrift has entered into the national character, and it cannot be got rid of off hand. It will require several generations even with security to get out of it.

1157. Suppose you applied this peasant proprietary scheme to the whole of Ireland, have you ever considered what it would cost?—I do not believe it is practicable at present, and I do not believe it would be statesmanlike for the State to purchase the whole of the land of Ireland, and to resell it to the tenants on terminable annuities on account of the Nationalist Fenian spirit prevailing. I am afraid if it was done wholesale the argument would be brought before the farmers that if they were only to join this movement they would get off paying all rent, and on that account I am of opinion we cannot have what would be theoretically the best, except by degrees.

1158. Your idea would be to try it by degrees in individual instances, as it were?—I think so. I believe that would be the only practicable thing to do, but at the same time something must be done to give security to the great majority of the tenants.

1159. Suppose you gave the great majority of the tenants in Ireland security that they would not be turned out as long as they paid their rent—the rent being a fair one—would that be sufficient?—I think it would.

1160. You think it would satisfy them?—It would.

1160A. CHAIRMAN.—Have you considered the question of tenant-right?—Yes. As far as I understand it, it is the right to sell, which is most important, because the thrifty people would get the land, and the lazy would go to the wall.

1161. Is there some case with the particulars of which you are acquainted—do you know the case of Mr. Elcock, of Dowth?—Yes; that was a case that came before me as a member of the Tenants' Defence Association in Meath.

1162. That was not a tenant-right question?—Yes, it was a tenant-right question. The landlords in that case were three trustees; they ejected Mr. Elcock who had invested several thousand pounds in buildings.

1163. Baron DOWSE.—That is the Dowth case?—Yes.

1164. I tried the case myself in Meath, and then

a question arose afterwards before the chairman as to compensation, and on an appeal Mr. Elcock died?—Yes, and the chairman in that case gave the highest compensation under the Act.

1165. And it was not considered sufficient?—He could not give the whole of what was claimed for buildings, because a great part of the buildings were wool stores, not suited to the holding.

1166. And not for agricultural purposes?—No. One of the trustees, the late Malachi Hussey, told me that he thought it a very hard case, and that it was a trump card for people like me, who wanted a change in the land law.

1167. Mr. SHAW.—Was the case not settled in some way?—No; it was carried out to the end.

1168. The O'CONNOR DON.—Was there not some attempt at settlement?—There was an attempt, but it fell through.

1169. CHAIRMAN.—Did it fall through from inability of the trustees, to go beyond the strict limit of the law?—No, I don't think that was it. It fell through, I think, because the trustees and Elcock did not come to terms.

1170. Baron DOWSE.—The trustees were not inclined to give what Elcock demanded?—The whole dispute was that Elcock had interfered with a mound—one of the old raths, and Mr. Gradwell was evicting him because he interfered with this rath. He agreed not to interfere with it in the future. He had taken some of the stones for some out-offices (many others had done the same), but he agreed not to do so in future, still it seems Mr. Gradwell says he went on doing it. The evidence brought before us at the Tenants' Defence Association by Mr. Elcock was, that a couple of days before he was able to stop it (he was away), his horses drew a few more stones.

1171. Mr. SHAW.—That was the real cause of the eviction?—That was the ostensible cause.

1172. Baron DOWSE.—Who has the land now?—I think it is in the hands of the trustees, I think it is grazed by Mr. Gradwell, but I cannot say for certain.

1173. Is Mr. Gradwell himself not a highly respectable gentleman?—Yes.

1174. Was he not Mayor of Drogheda?—I thought he was far too high to be mayor of Drogheda.

1175. He is an English gentleman and a Catholic?—Yes.

1176. CHAIRMAN.—The lands were let to Mr. Elcock?—Yes; they had been let to him for a long time. He made these improvements without any lease, and thereby proved that he was a fool, for he lost several thousand pounds.

1177. Baron DOWSE.—That is an idiomatic way of expressing the necessity for a lease. Do you mean that at present, as things stand, the man who makes improvements without a lease, is a fool?—Yes. I have spent a great deal of money on my farm, and I would consider myself a fool to do so, if I was a tenant without a lease.

1178. And that is one of the reasons that lead you to think the legislature should give security to the tenant?—Yes, I judge others by myself and my own case.

1179. CHAIRMAN.—You think the Land Act did not give sufficient security?—I think it failed altogether with regard to the raising of rents, because I find that a tenant will agree to any rent sooner than be evicted.

1180. Baron DOWSE.—You think the tenant ought to be protected against his own weakness in that?—I do not consider he is a free agent, and able, therefore, to make a contract with his landlord.

1181. How would you guard against excessive rent. Supposing the landlord asks too much, and the tenant is willing to give it rather than be turned out—he has no remedy—how would you suggest a remedy?—I think the only remedy is, that if they do not agree they should appeal to arbitrators. At the same time, I think it is a very bad system for the country that

the land is owned by one man and cultivated by another, and anything which tends to create law between landlord and tenant is very bad for both, and good only for the lawyers.

1182. Suppose the tenant says, my rent is too high, and the landlord says, I won't lower it, then you suggest that such party should appoint an arbitrator to settle the rent?—I think so.

1183. And then that they should select an umpire?—Yes.

1184. And would that umpire be an umpire selected by the parties, or be a gentlemen named by any public institution, or by the Government?—I have not studied the subject enough to give an opinion off-hand on a legislative matter like that.

1185. But you think there should be some person to settle the rent when a dispute arises?—I think it is a bad system, but I think it is necessary.

1186. According to your scheme how long should this rent remain unchanged; would you be shifting it about from year to year, or would you mention any term of years during which it should remain?—I should be sorry to give an opinion off-hand upon that point, for I have not considered it sufficiently, but I think something is required.

1187. Something is required to settle the rent?—When there are disputes, yes, but I do not think there would be much dispute if there was security. There certainly would not a few years ago. I don't know whether there would be now.

1188. Suppose there was no dispute, what you think would be right would be that the landlord should not be able to raise the rent at his own mere option?—Certainly.

1189. And that the tenant should have some sense of security, that if he paid his rent he would not be turned out?—Certainly.

1190. CHAIRMAN.—Do you think compensation for eviction under notice to quit would not be sufficient to compensate the tenant—you say the fear of losing the farm would lead him to pay any rent?—I do.

1191. So as to avoid eviction under notice to quit?—Yes. A few years purchase as compensation when a tenant is evicted is of no use to him, what can he do.

1192. Baron DOWSE.—Where is he to go?—He has nothing to do unless he goes to America, and in most cases they have a strong objection to be forced to do so, and particularly strong in cases where their forefathers have lived for several generations on the same farm.

1193. In your part of the world are the improvements made by the tenant or the landlord?—Of course, in general, the tenant does everything that way. There is one exception near me, Mr. Wade of Clonbraney.

1194. But, as a general rule, the tenants do make the improvements?—Yes, as a general rule.

1195. Do you think the tenants entertain a kind of opinion considering the number of years they have been on a farm that they have an interest in the land?—I do. They consider it is their property as long as they pay a fair rent.

1196. They do not object to the landlord getting a reasonable rent?—No, never that I heard of.

1197. CHAIRMAN.—You see no other means except arbitration by which you could arrive at the settlement of a fair rent in cases of differences?—No; in cases of difference, either arbitration by each of the parties appointing one arbitrator, and they appointing a third, or else by the decision of a Government official.

1198. Do you think increased compensation in cases of eviction, if the court thought the landlord was demanding an unreasonable rent, would have the same effect?—No; I do not think anything which only comes into force when the tenant is evicted will be of any use.

1199. Baron DOWSE.—Would a change in the Land Laws, which would give the tenant this sense of security, so long as he paid a reasonable rent, have a public opinion on which it could rest, and which would be satisfied by it?—Yes; I think so.

1200. Because we hear of a great many other remedies besides that?—That has sprung up recently, and how far it has struck into the bones of the people I do not know. I do not think it has in my neighbourhood, I don't know about the west.

1201. You say you are a member of the Tenants' Defence Association?—In Meath.

1202. There is an association of that kind there?—Whether it could be said to exist at present, or not, I cannot say. It has not had a meeting for some time.

1203. Mr. SHAW.—Was it a local association or the Dublin Association?—The county Meath.

1204. Because there was such an association in Dublin?—There was also in Dublin.

1205. Baron DOWSE.—Being a member of this association gave you means of ascertaining the views of other people as well as your own direct experience?—Oh, yes.

1206. The O'CONNOR DON.—Did many cases that you considered cases of hardship come before the association?—Very seldom. During the time I was a member very few cases came to us. One case was the case of a man who had a small farm within about ten miles of where I live. The property was bought by a gentleman; he gave the man notice to quit; he was paying a very high rent (£3 an Irish acre), but he was quite willing to go on paying the rent. The landlord, however, would not be satisfied, he turned him out, he wanted the piece of land to join to his own, and there was very bitter feeling on the point.

1207. Mr. SHAW.—Were there land claims in Mr. Nicholson's case?—Yes; one of them went up to the House of Lords; but, of course, they had not the ghost of a chance.

1208. Did they get much compensation?—No; one of them appealed for all; they got nothing, I think, but I cannot say for certain.

1209. The O'CONNOR DON.—Did they all appeal?—No; it was one tenant who appealed; but it was made for all.

1210. Was the tenant who appealed a large man—a man of substance?—No; he was a small man. Individually, I believe he had nothing to say to it, but it was made a test case.

1211. Mr. SHAW.—Did they appeal against the amount of the award in the local court?—No; it was an appeal against the eviction; it was purely a technical matter, and they had not the ghost of a chance.

1212. Baron DOWSE.—It was not an appeal on the land claim, but upon a point of law that arose?—Yes.

1213. Mr. SHAW.—You have taken no precautions against subdividing these small tenancies of which you have told us?—No; my theory was, that if left to free trade, whatever suits the country best, will be adopted.

1214. And you don't think there is any danger of subdividing farms going too far in your district—do you see any tendency in that direction?—No; I do not see any tendency.

1215. Baron DOWSE.—Why do you prevent conacreing?—Because it exhausts the soil.

1216. Mr. SHAW.—What does conacreing mean in your country?—Letting the land for a crop of oats, say; setting the land, in fact, for a corn crop, and that is very bad.

1217. Baron DOWSE.—It means, in fact, corn acre, and the man takes as much as ever he can out of the land, and puts as little as ever he can into it?—Just so. I put that in, not from my own experience, but knowing it from other leases, and, thinking it a very sensible thing.

1218. Mr. SHAW.—You have studied the question of small ownerships on the continent?—I have.

1219. And you have seen the system working yourself?—I have seen it working in four countries, and working successfully. I have seen it in the south of France.

1220. And in Belgium?—Yes, in Belgium.

1221. And in Germany?—No; I don't know much

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about Germany. I have seen it in Switzerland, and in Italy, where they have the Metayer system.

1222. They have another system of dividing a farm in these countries?—I could not tell you from experience.

1223. But the lots are small?—They are small.

1224. And you do not see any difficulty in introducing the same system into this country?—No; but not to the same extent.

1225. You think it would have a healthy effect on the people?—Yes.

1226. And on their habits?—Yes.

1227. Improve their farming and their self-respect?—Yes, and I believe keep up a love for law and order, and the rights of property.

1228. I suppose one of the great difficulties here is the fewness of landowners?—I think so.

1229. And every policy that would encourage the number would be a good policy?—It would.

1230. You think the machinery for the introduction of that system would be easily erected?—I do not say very easily, I think there are great difficulties in the way, but I think there is a necessity something should be done.

1231. Are there many small farmers in your district?—There are in the adjoining county of Cavan. There are a good many small farmers in that direction.

1232. They are tillage farms?—Yes.

1233. And they manage to live very well on these small farms?—They do live very comfortably; they are farms of about twenty acres.

1234. That would be considered a fair average farm?—Yes.

1235. And they do not attempt to divide them into smaller farms?—I could not tell you that.

1236. You do not know that?—No.

1237. Baron DOWSE.—The landlords exercise some control I suppose?—I should say so. Mr. Naper is the landlord adjoining me and Lord Headfort.

1238. Mr. SHAW.—Is there not tenant-right in Cavan?—To a great extent in Cavan, I believe, but immediately adjoining me there is not.

1239. Has there been any attempt, in your neighbourhood, to raise the rents on large estates recently?—Some years ago I was inquiring from some of the farmers near Mr. Naper's property, I was saying Mr. Naper is a good landlord; he never raises the rent and they said no, sir, except when a man dies. The rent is sometimes raised, and I noticed there was an ill-feeling on the subject.

1240. It is raised on a change of tenancy?—Yes.

1241. Are they allowed to sell their interest in their holdings there?—I don't know that.

1242. Baron DOWSE.—In Meath, generally, are they allowed to sell?—I think not.

1243. Mr. SHAW.—How do they manage when they want to leave. Has the tenant to give up any interest he has when leaving?—I cannot say from my own knowledge.

1244. But you are perfectly satisfied with your own experiment?—Perfectly; of course it is a very small one.

1245. Baron DOWSE.—You see no reason why it should not be tried on a larger scale and prove successful?—No. I think any landlord, thinking of his own interest would have done it ten years ago.

1246. Is there any practical distinction that you see between a lease for 999 years and the tenant being allowed to remain in occupation of the land as long as he pays the rent provided the rent is amicably settled between the landlord and tenant—is there any practical distinction?—I do not see any.

1247. Except the one may last for ever and the other must end in 999 years?—The object of the 999 years, I was told by a solicitor, was the same as the other.

1248. It leaves the reversion in you?—I don't know the practical difference.

Rev. Samuel
Patterson.

Rev. SAMUEL PATTERSON of Ballygoran, Maynooth, County Kildare, examined.

1249. CHAIRMAN.—Are you a retired minister?—Yes.

1250. Of the Wesleyan Methodist Church?—Yes.

1251. Have you some practical knowledge of farming?—I have.

1252. And with the different kinds of tenure that exist in Ireland?—Yes.

1253. Are you acquainted at all with the general working of the Land Act?—I have had considerable acquaintance with it.

1254. Are you at present occupying a farm?—I am.

1255. At Ballygoran?—Yes.

1256. What is the size of it?—120 Irish acres, about.

1256A. At what rent?—£2 5s. an acre.

1257. Mr. SHAW.—Per Irish acre?—Yes.

1258. Is that the same farm you had formerly—that the lawsuit was about?—The very same farm.

1259. CHAIRMAN.—Under whom do you hold?—His Grace the Duke of Leinster.

1260. At what date did you enter into it?—In 1869.

1261. Was that under lease?—No; it was under a temporary agreement. I succeeded my wife's father on the farm, and I had a promise of a lease from the late Duke. That lease was to have been given at the decease of my father-in-law, but that promise has never been fulfilled. By the direction of His Grace the Duke of Leinster I paid my predecessor's liabilities and supported him for the remainder of his life, giving him thereby in money and money's worth about £2,000.

1262. Did you make any payment on going into the farm?—I immediately had to pay the arrears of rent to His Grace, £535. Father-in-law had got into bad health and difficulties, and the late Duke was very friendly in his disposition towards him, and wished he should be taken care of. Of course we endeavoured to do our best in that respect.

1263. How was it you never had the lease that you say was agreed to?—The Land Act came immediately afterwards, in 1870, and, I think, had some effect in changing the disposition of the Duke. He was still inclined to give the lease, but it was delayed, and, unfortunately, he died before the thing was ever carried out. The present Duke does not recognise my claim or that settlement at all.

1264. Was there any agreement in writing?—Yes; I have an agreement in writing.

1265. Baron DOWSE.—Does the present Duke allege that the late Duke had no power to make an agreement binding on him?—I think that appears a little late in the day. It was not originally stated.

1266. But it is now stated?—I think it is; I know in a recent argument that was advanced.

1267. Because if you had a binding agreement you could carry it out in a court of law?—They relied on the agreement to some extent, for they did not stamp it at the time it was made; it was only regarded as a merely temporary thing and I was to have a lease, but when that little difference between the Duke and myself cropped up they valued the document so much as to spend £10 in stamping it.

1268. That is to use it in evidence?—Yes. If, my lords and gentlemen, you wish any of these documents in evidence I can furnish copies.

1269. CHAIRMAN.—You went in under an agreement?—Yes; I went in under that agreement. I have a copy of the lease that was presented to me. (*Produces copy of lease.*)

1270. Have you been offered any lease in substitution of it?—Yes, the present Duke presented me what is called a yearly lease to sign, which I remonstrated against, very respectfully, and we had considerable controversy about it. It was sent to me twice and

refused to sign it, because I thereby considered I would confiscate my little saving—my life saving—which I had for my family, and which I had put into that investment.

1271. Baron Dowse.—Are you still living there?—Yes.

1272. And you pay rent to the Duke?—At present he does not take it. He does not acknowledge me as tenant now. The affair of my son shooting a rabbit came in and rather mixed the whole affair.

1273. That was the case I tried?—It was, my lord, and the very day we got the order of the Common Pleas Division to the magistrates at Celbridge to quash their conviction of my son, His Grace sent me notice to quit by the hands of the common process server of the neighbourhood, not by one of his own agents or bailiffs. I was very ill at the time in bed with an attack of bronchitis. It was on the 27th of January, 1879, which was a very severe winter, as you may remember. He called me out of bed at seven o'clock in the morning. I had to see the fellow; he would not go away without handing the notice into my own hand. Under very painful circumstances and insult it was given to me; of course I had to bear it.

1274. CHAIRMAN.—That case is still pending?—It is still pending. We maintain their notice is bad. There was a peculiarity in the agreement. I put my wife's life into it at the time. I was in delicate health myself, and we considered her life the better of the two.

1275. Baron Dowse.—Did these differences arise in any way as to the terms or the rent upon which the land was to be held?—No, there was never a word directly about rent; we considered the rent high. I was spoken to concerning a large advance in rent by a person reputed to be in the Duke's confidence.

1276. Do you think any change in the law would alter your position in any way in reference to these matters?—Why, if the law was changed before the case came into court—before the case now pending was determined—it would benefit us very materially.

1277. In what way?—For instance, if it was enacted that there should be a right of free sale.

1278. What would you sell?—I could sell my interest in the farm.

1279. The Duke says you have none?—But the law would determine otherwise.

1280. Mr. SHAW.—You mean that if the tenant-right of the north was given on the estate you could sell your interest?—Yes.

1281. Baron Dowse.—Did the Duke ever ask you to sign this yearly lease?—Yes.

1282. In addition to its being a yearly lease had you any objection to the terms of it?—Oh, yes; I had to contract myself out of the Land Act. It completely put contempt on the Land Act of 1870, insisting on my contracting myself out of it. It has other faults.

1283. CHAIRMAN.—Are there any clauses for compensation in it in place of the Land Act clauses?—Nothing whatever worth consideration.

1284. Mr. SHAW.—Is that the usual lease on the estate?—It is the Leinster lease.

1285. It was not made for you especially?—No, it is in print. It varies in periods; one period is for thirty-one years, another for twenty-one years, and the next is the yearly lease.

1286. Baron Dowse.—But the conditions are the same. The lease as you have given it to me, is printed, and it contains the following clause:—"Provided always, and it is hereby expressly agreed, that the said lessee, his executors, administrators, or assigns, or any of them, shall not make any claim for compensation in respect of disturbance or improvements (except improvements made with the written consent of the lessor, his heirs or assigns), or for compensation in any other respect under any of the clauses or provisions of the Landlord and Tenant (Ireland) Act, 1870, save and except that portion of building set out in the schedule hereto annexed, which has been erected by the lessee." That is the clause you object to?—Yes.

1287. CHAIRMAN.—The future improvements are to be by agreement between the landlord and tenant?—Yes.

1288. And if agreed to, you are to have compensation?—Yes.

1289. Baron Dowse.—But you are not to claim any compensation for disturbance?—None that would ignore the money I paid by the direction of the late Duke. I paid that in good faith.

1290. Mr. SHAW.—With his knowledge?—By his direction. He arranged it all himself, and the late Mr. Hamilton.

1291. He was agent?—Yes; he died lately. The Duke even took the trouble to come to the houses, very kindly, and looked into the whole matter himself. I do not believe he ever would have taken the course the present Duke has taken.

1292. Baron Dowse.—Under that lease the Duke barred you for everything you had except what is in the schedule. Now, according to your opinion, do you consider that reasonable?—I consider it highly unreasonable, and injurious to the tenantry. Not only injurious to the tenantry, but to the whole of the country most disturbing and unsettling. For this lease has been extensively copied.

1293. Is that the usual clause in the leases on the estate?—It is, and it is also presented to small holders under £50 valuation, which is in contravention of the law.

1294. The O'CONOR DON.—It would be of no force there?—Yes; but of course it is not every poor man who could undertake a trial; there are curious things done. A trial is a very arduous undertaking; there are a great many difficulties thrown in the way of the tenant, and I am sorry to say browbeating and financial difficulties, and persecutions petty and large.

1295. Baron Dowse.—The law gave you compensation for the trees the Duke cut down?—It did, indeed, my lord; it was a very fairly tried case, and gave very great satisfaction throughout the country.

1296. CHAIRMAN.—Do you think it would be injurious to the tenants generally that improvements should be agreed upon before being executed between landlord and tenant, so as to avoid future litigation, and have them registered?—That would depend very much, my lord, on what would be the future tenure of land in this country. If the present system is to go on it would appear to me, of course, not an unreasonable thing that there should be a fair understanding about improvements where the landlord assisted.

1297. Baron Dowse.—Do you believe it would better the tenant if before he was to make anything called an improvement he was to get the consent of his landlord?—I do not think it would, for in very few cases he would get it.

1298. Mr. SHAW.—You mean that you think he would not get it?—Yes.

1299. And that that would prevent his making any effort to get it?—Yes.

1300. Baron Dowse.—Am I right in saying that in that case the Duke stubbed a hedge that you did not want stubbed at all. Literally he cut it. There is a technical difference in "stubbing"?—Yes; it made the road dry and took away the shelter.

1301. The hedge was along your field?—Yes; it was on the way he used when going up to the obelisk.

1302. And it enabled cattle to get into your land?—Yes; and they destroyed new meadow and wheat.

1303. Mr. SHAW.—That was the result of the landlord's improvement?—Yes. He also cut down trees; very few of the tenants will undertake to look for legal remedy. I would not have been fool enough to do so only I was put in so tight a corner by His Grace. When a man has got his back to the wall he must fight, I was going to be thrown out without anything after all the harm done me, and I think it was time to turn round and see what the law could do for me.

1304. CHAIRMAN.—Is there any arrangement on the property by which the landlord joins in improvements if agreed upon, that is does he make any allowance

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towards them?—He has been borrowing some money for the last two or three years, and is doing some drainage.

1305. That is on his own account?—Well, the Board of Works give the money, he makes the tenants pay for it. There are many tenants who would rather be let alone on that score, for while His Grace gets the loan for thirty-five years it remains a perpetual charge on the tenants, and eventually a considerable part of the improvement goes into His Grace's pocket or will go into the pocket of his successors.

1306. But I mean as to building is it a work to which any assistance is given by the present Duke?—He has not done much that way, the late Duke did.

1307. BARON DOWSE.—In the neighbourhood of Athy there is a large cut that appears to be made for drainage purposes, and I always understood that the Duke contributed towards that or did some of the work?—I am not aware of that work at all. I have been very seldom in Athy.

1308. He has property there?—Yes.

1309. CHAIRMAN.—You say there is no general custom of allowing assistance towards improvements approved of?—I may say there is no general custom. Individuals have been treated with, but it has been done in an uneven way. There have been a few cottages built and some allowance made to a few individuals, and some perhaps, I should say, more favoured than others. Baron Dowse will remember perhaps a man that was brought up on the Duke's part to give evidence against me on the trial. I do not like to reflect on his evidence, but he knew more about the matter than he would tell. He has since got a farm from which the Trustees of the College of St. Patrick have been evicted at Maynooth. The trustees would not sign this lease, and they were turned out in the person of their representative last January, on a cold day in the rain.

1310. MR. SHAW.—Had the trustees made many improvements?—Yes; they had brought the land into a high state of cultivation.

1311. Did they claim anything under the Land Act?—They did, but I think the case was settled quietly. I heard that the Duke gave them £1,000. They did not consider that near enough for what they had done, but they preferred peace and quietness and they accepted it.

1312. But they refused to take the lease?—They refused decidedly to take the lease.

1313. CHAIRMAN.—Have you general knowledge of that, or is it from rumour or newspaper reports?—I have it from conversations with persons connected with the college. It is a well known matter of fact in the neighbourhood. A person in my employment saw the eviction carried out.

1314. MR. SHAW.—Has the lease been refused by other tenants on the property to any extent?—By very few.

1315. BARON DOWSE.—Do you know yourself, and are you able to say that many tenants hold under similar leases?—It has been with hardly an exception made to circulate throughout the whole property. Ever since the end of 1872 that lease has been put in force, some have been made to sign it, perhaps you will allow me to say, in a very arbitrary way. It struck me as arbitrary; any remarks I have to make I make them, as far as possible, apart from all personal feeling, as fairly as I can as a spectator. A few men hold under agreements similar to that under which I hold at present, or say I hold, and these men could not even get a copy of the agreement from the office. When the Duke fell out with me I did not know precisely how I stood, I had a vague idea, and I had to make a motion in the Common Pleas for the documents, and got them. That is the way I actually found out how I stood by the agreement.

1316. CHAIRMAN.—Have you any observation to make on the present land laws of Ireland which you wish to put before the Commission?—Well I may say

my lords and gentlemen that I am very much pleased that this Commission has been appointed, and I hope its labours will lead to great good. I think this is the great question now for this country.

1317. BARON DOWSE.—About the question of rent do you think there ought to be any change made in reference to the manner in which the landlord and tenant, either by agreement or otherwise, fix the rent of the property?—Most decidedly.

1318. In what way, and why?—Of course I am acquainted with the different methods proposed. I should think some method of arbitration would be a fair way. Whether it was to go before a legal tribunal, or whether it was to be the result of a conference between arbitrators appointed by each side, I think the rent should be determined somewhat in that way.

1319. Do you think it would be advantageous to the country generally, that as long as a man paid a fair rent, ascertained in that or some other fair way, he should not be liable to be evicted?—I consider that principle of the utmost importance. I believe it would make a tranquil and prosperous country of Ireland if carried out.

1320. CHAIRMAN.—You have some knowledge or other parts of Ireland besides Kildare?—Yes.

1321. You have been stationed as Wesleyan clergyman in other parts?—Yes, and I am the descendant of a race of men who farmed this land of Ireland for centuries.

1322. Where have you been stationed yourself?—I have been stationed north and south.

1323. Have you ever been in the west?—Not stationed, but I have lived there. My father was there for some time.

1324. Have you turned your attention to the condition of the farming class in all these various parts where you have been living?—Oh, yes, everywhere for the last 20 years.

1325. And your evidence is not confined to Kildare?—Not at all. My father was a county Down man himself; but I was born in the South, and I was reared there.

1326. You have a general knowledge of the whole state of the country; and in your opinion, if tenants held land at a reasonable rent and paid it, they should hold it without the landlord having the power to evict them?—Certainly. I believe it would be a blessing to the country and to the landlords and tenants.

1327. But there are other ideas prevailing besides that?—Well, there are some other advanced theories. I cannot say I rank myself amongst the most advanced; but I certainly think the man occupying the land and working it can take the most out of it, and he should be encouraged to become a proprietor if practicable.

1328. BARON DOWSE.—Do you know the North?—I do.

1329. Do you think the custom of tenant-right has proved advantageous there?—I think it has proved of the greatest advantage. I was talking, two years' ago, to a Northern farmer. He does not hold as much in his entire farm as there is in one of my fields, but he strutted about there a far more independent man. He said—"I pity you down there. You are only objects of pity. I can sell this farm in square yards if I like." I said—"And would you be fool enough to do it?" "No," he said, "but I can sell my farm as I please, and I can take more out of it than you could." And he said the truth. I know myself I could take double or more than double out of the present farm; but it would require expenditure.

1330. There is a good deal of observation about the Irish being thriftless, and not being given to frugality, and having no industrious habits. Do you think that, if they had an inducement to look upon improvements in the land as their own, and that they knew they could not be turned out unless they refused to pay the rent, would it make any improvement in them?—I am sure it would. I believe there is no more generous, frugal, or industrious race under heaven if they had sufficient motive given them; but no man on

earth, who has any common sense, will work without a motive. You cannot expect slaves to work.

1331. Has there been any increase of rent to your knowledge made?—Oh, yes.

1332. Have the tenants agreed to that?—Oh, they have.

1333. Why did they agree to it, if it was not fair?—They would not agree to it in the North; but there is no cohesion generally amongst the tenants through Leinster, and least so in Kildare.

1334. Then, you think they should be protected from themselves?—I think they should be saved from this, or from what Colonel Colthurst called land hunger. It operates in the most invidious way, and urges men to great intrigue. They go into the landlord's office, and offer him impossible things, in order to get the land over each other's heads. I do not join in all the outcry against landlords. I believe there are some very good landlords; but they must see some of the most despicable phases of human nature when they hear privately in their offices some of these men coming in and trying secretly to undermine other men for the land.

1335. As a general rule do you find large landlords—gentlemen of position and so on—deal more equitably with their tenants than small landlords?—I am putting this personal case of your own in the back ground altogether?—Yes, my knowledge of the transactions of many of the large landlords is pleasurable, I believe many of them have acted fairly—not only fairly but generously, and there are very pleasing exceptions in different parts of Ireland which have come under my knowledge to that which is generally complained of, but it strikes me that the terms good landlord and bad landlord should not be a possibility. A good landlord is in the present state of Ireland a very good person and a noble person because he has great power to act in a different way, but it seems to me part of the system of serfdom if St. Clare may be succeeded by Legree. That should not be possible I think there should be a fair and equitable settlement of the land question so that one man should not be so much at the mercy of another.

1336. That it should not depend on the good will of any man, but if they have a claim it should be a legal claim?—That they should be treated as men let the tenant stand up on his legs as a free man.

1337. Have you ever considered the schedule or clause of the Land Act allotting compensation in case of disturbance as to whether the various sums are too much or too little?—I have perused the Land Act from beginning to end with very great pleasure I was delighted with it when it was brought in in 1870, until that unfortunate power of contracting out of it was interpolated into it. I saw that that made a hole in it the very first morning I read it in the newspaper.

1337A. Don't you think the Land Act has conferred very great benefits?—Very great and I think it is an extraordinary and a wonderful Act considering the time it was passed. I consider it was framed with the greatest skill, and that it has been carried out on the whole with considerable judgment and fairness. Of course very large discretion has been allowed to County Court Judges, and they do not all see eye to eye as to the allowances they make and the decisions they give, but on the whole it has worked hitherto fairly though it does not go far enough.

1338. And the result of your evidence as well as of the evidence of others is that you prefer a man should not be turned out at all to being turned out and getting compensation?—Decidedly, and I am sure all Ireland would be with one on that point even to the poor little holdings in Mayo. The men there to my own knowledge supplement the family industry on the little plots of land by working elsewhere—going to England to work. I have seen them in England working and earning hard what paid their rent.

1339. Don't you think, however, that there are some parts of Mayo where they could not live on the

land if they had no rent at all?—At present they could not.

1340. And no Land Act would do them any good, except it would do good to the country generally, and that that good would react on them?—Precisely; and it would give them a footing, and a sense of independence that would evoke the springs of industry more and more out of them. Then they would go and labour, and improve their little holdings.

1341. Mr. SHAW.—Or they could go and sell their small holdings, and go work elsewhere?—They could; and these small holdings, which are not sufficient, perhaps, to live on, could be consolidated, if that were better.

1342. CHAIRMAN.—Do you consider that if tenant-right like the Ulster custom was introduced into these places, and the people had the right to sell, it would lead to a consolidation of holdings where they are too small for people to live upon?—I could not say; for I have been over very small holdings in the North, and I have been amazed how the people lived on them, and how respectably they turned out, especially on Sundays—respectably dressed men and women.

1343. Baron DOWSE.—Have you ever been in western Donegal, or western Mayo?—No; not Donegal; but I have been in Mayo.

1344. Suppose the piece of land is too small for a man to live on, and, if tenant-right was given, he would probably sell it to a neighbouring proprietor—if I may use the expression—until some man would have enough to live on; do you think that would happen?—I think it would in some instances.

1345. To that extent, then, would not tenant-right increase consolidation of holdings beneficially?—Yes, beneficially.

1346. Mr. SHAW.—At present they cannot be increased, and, if a man goes out, he generally goes to the workhouse?—Yes.

1347. CHAIRMAN.—Are you aware of any case of tenants evicted going into the workhouse?—Not in my immediate neighbourhood. There was a tenant evicted by the Duke last autumn, and there was no resource for him but the workhouse; but there was such a row—if I may use the expression—all round about the neighbours, and such an expression of opinion, that he was put back as caretaker. The Duke did not lose a farthing—he got his rent.

1348. Baron DOWSE.—A man put back as caretaker is a mere temporary thing?—Yes; he made him sign some paper that he can chuck him out at any moment. He is there at present. The Duke got all the arrears of rent, for he sold all the tenant's crops.

1349. The O'CONNOR DON.—Was he evicted for non-payment of rent?—Yes, for non-payment.

1350. Baron DOWSE.—How many acres had he?—I think about fifty acres. I am not quite certain; but he had not more than that.

1351. Do you think a man who does not pay his rent has any answer to an ejectment at all, according to your judgment?—I think if he had been in fair circumstances, and his rent not an unreasonable rent, and if he was a thrifless man, or that the difficulty arose from his own want of industry or skill, he should go out with leave to sell.

1352. But if it arose from other causes over which he had no control; like the act of God, a bad season and a bad harvest, what then?—I don't consider any man ought to go out under such circumstances.

1353. Mr. SHAW.—But you would allow him, in any case, to sell his holding?—Yes, besides there is many a man who, if he got time, would recover himself even after a bad season.

1354. Baron DOWSE.—I understand you to say that if there was a scheme that a man should be allowed to hold his land at a fair rent, and only turned out for non-payment of rent, and with power of selling his holding, that, even after he was about to be turned out for non-payment, that would be no reason why he should not exercise his right of sale notwithstanding?—That is quite fair

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1355. CHAIRMAN.—You said your principal objection to the Land Act was the power given to contract out of it?—Yes; at least we all know where the shoe pinches most. It came hardest on me there.

1356. That applies only to tenants over a certain valuation?—Yes, and that is the very pressure that is being brought against me.

1357. Baron Dowse.—Your case is that there should be no limitation on the sum that prohibits people bargaining themselves out of the Act?—I do not consider there should be any such provision in the Act at all.

1358. The idea was that the larger the tenant the more free he was, and the better able to take care of himself?—That is very fallacious, and I know there is at the present hour more distress amongst large tenants than small ones. There is more behind the scenes in respectable families of suffering than any one here has any conception of but myself. They have not joined in these popular demonstrations, although they have sympathised with them, especially in my immediate neighbourhood, and quite a number of my neighbours have become bankrupt lately, and several of them, men who held influential places, are going out of their holdings this very week, and there is no help for it.

1359. Mr. SHAW.—What is the reason of that?—The bad seasons, and foreign competition. Many of them have to pay large rents, and have, for several successive years, bought store cattle, and sold them, many of them, for the price only that they gave for

them, and many even less after having them half a year on the land.

1360. The rents you say are high, are they grazing lands?—Yes. I know a farm in Meath that used to be let for the season at the rate of £6 an acre, and the owner of it could not get £2 10s. for it last summer. You may judge from that what a change there was.

1361. This year has been better?—Yes; because there is a change between the price of store cattle and the selling price of beef. I think letting lands in Meath which were put up to auction generally have found their own level, because being only taken for a temporary period men would not bid for them. There has been a vast amount of land meadowed which would have been obviated if it had been otherwise, and that has injured the country for there is no process more injurious than meadowing without top-dressing.

1362. The O'CONNOR DON.—There has been a large increase in meadow this year?—I am not aware of this year, but there was a vast increase last year.

1363. Mr. SHAW.—Have allowances been made to any extent owing to the bad season?—The Duke promised to make an allowance last Christmas. That was the only one I knew of, but it was framed in such a way that very few got the benefit of it. It was so trammelled that few persons got the abatement last Christmas. He put the limit very low.

1364. Mr. KAVANAGH.—You say you know several instances of increase of rent, would you give us the names?—I will furnish them afterwards.

Thomas
Robertson,
Esq.

THOMAS ROBERTSON, Esq., of Narraghmore, Athy, examined.

1365. CHAIRMAN.—You have been for a long time engaged in agricultural pursuits?—About thirty-four years in Ireland.

1366. Previously where?—In Scotland.

1367. On coming to Ireland did you make yourself acquainted with the general laws in respect to land?—Not immediately after coming, but latterly I paid more attention to these.

1368. Did you come to Ireland for the purpose of taking a farm?—I came over as an extensive land-steward in the first instance. I was ten years as such, and for about twenty-four years I have been farming on my own account, seven years in the county of Louth and seventeen in the county Kildare.

1369. Were either of those held on lease or as yearly tenements?—In the county Louth I had the promise of a lease, but did not get it. In the county Kildare I hold a life interest. I hold a lease for my life.

1370. What was the cause of your not having a lease according to the agreement in the county Louth?—There was some difficulty about the buildings. The landlord promised to erect buildings, and he did not fulfil his promise, and we parted in consequence. Then I had the offer of this farm in the county Kildare, and I accepted it and gave up possession of the other.

1371. Can you give us the result of your experience of the working of the land system previous to the passing of the Land Act in Ireland. Had you much cause for dissatisfaction with the working of the system previous to the passing of the Land Act?—I cannot say that I had personally.

1372. You are aware that there was dissatisfaction?—Yes, but I farmed under a certain contract, and I did my best to fulfil the terms of the contract.

1373. So far as you are concerned it worked satisfactorily?—Not altogether, because in making improvements I had no prospect of being able to realize the value of them for myself afterwards.

1374. Then holding as you do for your own life you have no experience at present personally, but taking the country throughout, what is your experience of the working of the system since the Land Act?—Does your lordship refer to the general state of the country?

1375. Yes?—Well, I think the great difficulty in the way of the improvement of the country is the insecurity of the tenant?

1376. Do you think the Land Act has increased the security?—The Land Act has failed, I think, altogether. It has failed by being permissive in the first instance, and I think it has failed in its procedure, or in the course of its procedure, and I think it has failed because of the jurisdiction given under it, and clearly it has failed to protect the tenant from arbitrary increases of rent, or from eviction.

1377. It has failed in jurisdiction you say. Do you mean the court to which the cases are referred?—Yes, and the absolute power of the judge. I think in all cases when a dispute arises between landlord and tenant it should be settled by arbitration or by a judge and jury.

1379. Do you know of any case in which dissatisfaction has arisen from decisions of the County Court judges?—In every case I have known there has been dissatisfaction on this very point.

1380. Could you give us a few instances?—There have not been a great many cases in the County Kildare, but there have been several cases on the Leinster property. The first case was that of Mr. Trye an English tenant on the Duke of Leinster's estate. He had a farm from the Duke, and he went into possession under a verbal promise of a renewal of his lease, provided he gave satisfaction in the manner of his farming. The agent who made him the promise died in the meantime, and a new agent came over the property, and he refused to fulfil the agreement. The tenant in the meantime had farmed to the best of his ability. He had grown turnips, and had them eaten on the land by sheep. He bought large quantities of oil cake and consumed it on the farm, and he brought the farm altogether into as high a condition as he possibly could. When the lease expired, instead of getting a renewal of it at the old rent, it was intimated to him that he should pay ten shillings an acre more. He refused, and sooner than agree to it he gave up possession. The case came before the County Court Judge who awarded the tenant, I think, about £260 for his improvements in the face of evidence that those improvements were worth three times the amount. The tenant appealed to the Court of Assize, and the judge, the late Judge Whiteside, confirmed the award of the County Court judge, and fined the tenant £10 for the impropriety, as we understood it, of

making an appeal. Then the farm was let at the advanced rate, and is held at present at the advanced rent, that is ten shillings an acre more. And supposing that ten shillings to be capitalized at twenty years purchase it showed that the County Court judge and the judge of Assize had proceeded on very inconsiderate grounds in coming to the conclusion as to what the tenant was entitled to.

1381. If it was tried by a judge and jury as you say, who would you have on the jury?—A jury from the list in the usual way.

1382. Is it not a fact that the general run of jurors are tenant-farmers?—I don't know whether they are tenant-farmers or not, just as it happens.

1383. Do you think if it was a jury of tenant-farmers in a case of that sort that that would be a fair tribunal to go to?—They would be on oath, and they would be practical men. They would be the very best men to form an estimate of the value of improvements on land.

1384. Then is it in that respect you think the Land Act is a failure that there is a wrong tribunal to go to from the want of there being a jury?—Yes; I think so. From the different decisions given by the County Chairmen the tenants have lost confidence in their decisions. One County Chairman gives one decision, and another County Chairman another.

1385. Baron Dowse.—Don't you think that one jury would give one decision and another a different one?—I don't know. It would be a legal and equitable tribunal.

1386. Mr. Shaw.—Was the improvement created principally by the high farming of this tenant?—Yes; I may tell you that the farm in question was let to one tenant at £1 an acre, and he remained about eleven years on it when he became bankrupt. The interest of it was then sold with all the crops to a second tenant with the concurrence of the agent, and he became bankrupt in three years. Then this Mr. Trye came in with the concurrence of the agent into an exhausted farm. There were only six years of the lease to run, and he was promised by the agent that in the event of his farming it properly, and making improvements he would get a renewal at the old rent.

1387. He took it at the existing rent?—Yes; at the existing rent. In the meantime the agent died, and the new agent refused to give the renewal.

1388. Baron Dowse.—Why was the agreement not carried out?—Because there was only a verbal agreement.

1389. The O'Conor Don.—What was the date of the old lease?—I could not give the date. It is six years, I think, since the lease terminated, and it was originally for twenty-one years.

1390. Mr. Shaw.—Then it is about twenty-seven years ago?—Yes.

1391. It was let at a fair rent at the time when the lease was made?—Yes; Mr. Trye has left the country, and I could not get at the poor law valuation.

1392. The O'Conor Don.—The lease was made at the time of the famine years?—Subsequently to the famine years.

1393. Chairman.—Now, I want to ask you about this £260 award?—I cannot recollect whether it was £250 or £260, but it was one or the other.

1394. Was it for improvement of land or buildings?—It was for land improvement.

1395. Was the whole of the £260 for tillage?—For unexhausted improvements.

1396. Of the land?—Yes; he had no claim for disturbance under the lease.

1397. Mr. Kavanagh.—Did he claim for permanent improvements such as buildings?—No.

1398. Baron Dowse.—The opinion of the Chairman went on this, that he considered that enough to compensate him, and that he had got some advantage out of the manures himself?—There was a

large claim made by the tenant of something over £1,000, and there was a rebutting claim by the landlord. Both claims were exaggerated, but the evidence showed the tenant to be entitled to more than he got.

1399. Mr. Shaw.—What was the claim of the landlord?—I cannot remember.

1400. Was it for buildings?—For some neglect of the house, and things of that kind.

1401. Baron Dowse.—Who was the chairman?—Mr. Lefroy. It was the first case tried in Kildare after the passing of the Land Act.

1402. Chairman.—I suppose the question about tillage is about the most difficult one?—Yes, there a practical jury is required.

1403. Do you not think that the power of calling in a valuator or assessor to assist the County Court Judge would answer the purpose?—I think it might be a good arrangement, but there is no opening in the Land Act for such a thing. The Land Act gives no authority to do anything like that. I have two or three other cases of the same purport, but the tenants, I may tell you, gave me them under a promise that no names should be mentioned. They are dreadfully afraid of their names being published.

1403A. Give us the cases without the names?—I had to give the promise that I would not tell the names. No. 1. Had 13½ Irish acres; Poor Law valuation, £138 10s.; past rent, £122; increased rent on the tenant's improvements, £202. The man protested against the increased rent, and was served with a notice to quit. The value of his tenant-right confiscated by the lease that he is now sitting under he estimates at £1,500.

1404. Baron Dowse.—He had no alternative except to pay the increased rent?—No, he had not.

1405. He would have been turned out if he did not?—He would have been turned out. I knew the farm thirty-three years ago let at 10s. an acre, and at the beginning of the famine the tenant had to give it up. It was let then to a county Cork man at 13s. an acre, and he remained three years when he became a bankrupt. It then fell into the Duke's hands for a time, and the Duke claimed exemption from poor rate on account of its being waste. It formed a portion of about 500 acres that were lying waste on his hands that nobody would take. When times became better, a Scotch tenant came and took the land at 18s. an acre on a twenty-one years lease. He farmed it for about half the time of his lease, when he became bankrupt. The present tenant then came in, and he gave him £730 for his interest and the stock and crop of the farm; he had about £400 worth in all, in the stock and crop, and he was £330 out of pocket. He had a fair capital. The farm was not very far from the canal, and he brought down from thirteen to fourteen boat-loads of manure from Dublin annually. He used artificial manure, and farmed in the highest manner under promise that on the expiration of the lease he would have it renewed. When the lease expired the new agent refused, as in the other case, to renew the lease at the old rent. The agent went over the farm with the tenant, and he turned on the tenant when he had surveyed it all and said, "Sir, you have been robbing the Duke. This farm is worth 12s. an acre more than you have been giving for it." The man explained and protested. He was put under a rent of 31s. an acre. He refused to agree to it, he was served with a notice to quit, and he had no alternative but to agree or to leave the farm, and he thought better not to leave all his improvements behind him, and he is now sitting under the increased rent.

1406. Baron Dowse.—In fact he is paying a rent on his own improvements?—He is. That rent has been raised now from its original rent of 10s. to 31s. an acre.

1407. Mr. Shaw.—This man seems to have been the only one who made any good of the farm?—Yes, he had capital. He is a Scotch tenant, and that is

Sept. 8, 1830.

Thomas
Robertson,
Esq

Sept. 3, 1880.
Thomas
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the treatment that one of the Duke's imported Scotch tenants has received from the Duke in return for the example shown in the way of good farming.

1408. What is the extent of the farm?—131 Irish acres. He estimates the value of the tenant-right confiscated by the present lease, at £1,500. There is another farm on the same estate of 164 acres; poor law valuation, £126; past rent, £140; increased rent £238; value of tenant-right confiscated, £1,800.

1409. Baron DOWSE.—Now in that case was the tenant obliged to agree the same as the other man?—Yes.

1410. Or to go out?—Yes.

1411. Mr. SHAW.—He had made improvements in the same way?—Yes.

1412. Mr. KAVANAGH.—This second case is not that of the promise of a lease not being carried out?—No there was not a promise in this case.

1413. It was merely the compulsory adoption of a certain form of lease?—Yes.

1414. How were the improvements confiscated?—Was his rent raised?—The tenant estimates it in this way. He takes the difference between the past rent, £140, and the present rent, £238, and he capitalizes the amount.

1415. His rent was raised then?—It was from £140 to £238.

1416. Baron DOWSE.—The rent was raised on his own improvements?—Yes, upon his own improvements. The third instance is that of a tenant of a farm of 150 Irish acres; poor law valuation, £110; past rent, £116 13s.; increased rent, £145; estimated confiscation of tenant-right, £2,000. This man and his father, and grandfather had lived on and built every house on the farm, had put up iron gates, fenced the farm, drained it, and had done all its improvements.

1417. Are all these leases what are called the Leinster lease?—Yes.

1418. And you say the man is paying the increased rent on his own improvements?—He is.

1419. And he had no alternative but to pay or go out?—No, he had not.

1420. The O'CONNOR DON.—Do you know when the original lease was given?—I rather think this man had no lease previously.

1421. You do not know when the original lease was fixed?—No.

1422. Baron DOWSE.—All the leases have a clause, which in this document is number 18, "Ousting a tenant from under a claim under the Land Act." Then there is another observation—"That the lessee, his heirs, executors, and assigns, shall pay the whole of the Grand Jury cess"?—Yes.

1423. "And be at liberty to kill rabbits, but not to shoot them"?—Yes. The commentary of the *Freeman's Journal* at the time is given. In the case of the College of Maynooth a farm of 232 acres had been taken by the trustees in 1849, at the suggestion of the late Duke of Leinster, on the terms proposed by His Grace; rent £295 2s. There were 3A. 1R. 32P. added in 1867, and the rent was then raised to £300, and, depending on the faith of the landlord, the College trustees expended large sums of money in building, drainage, fencing, and liberal manuring. In June, 1877, the present Duke desired a new arrangement, and sent his valuator over the farm as a preliminary. Subsequently an increase of rent was intimated, in round numbers, of £106 per annum, the trustees to hold under the Leinster lease. The lease was refused by the trustees, and they were served with a notice to quit to compel them to submit to the new arrangement contracting them out of the Land Act, or to surrender the farm. The trustees refused, and proceedings were then taken in the Queen's Bench, a decree for possession was obtained, and the tenant formally evicted by the sheriff.

1424. Was there anything given for improve-

ments?—I believe that sooner than go into the Court with the trustees the Duke gave £1,000.

1424A. CHAIRMAN.—I believe you advocate fixity of tenure, valuation of rent, and right of free sale of interest and improvements?—Yes.

1425. Would you say how you define fixity of tenure, and in what way you would bring it about?—I think virtually the tenants over Ireland have fixity of tenure now.

1426. Baron DOWSE.—But it is not secured by law?—It is not secured by law. The ground of my advocacy of these three points is simply this, that the tenants have as much capital invested in the land as has the landlords.

1427. And that they have a proprietary interest in the land on that account?—I think the Land Act gives a proprietary interest, but independent of that I think they have as much capital invested if all were counted. I think the Land Act while declaring landlord property sacred omits to declare the rights of occupiers in the soil as also sacred.

1428. CHAIRMAN.—You don't think the Compensation Clause is sufficient to repay the tenant?—No, seeing that the landlord and tenant in Ireland are virtually partners.

1429. Baron DOWSE.—Instead of compensating a man you would not turn him out?—I would not.

1430. And you would give him free sale?—I would give him free sale. The great difficulty is the valuation of the rent. I stated my views in a letter I addressed some time ago to the *Freeman's Journal*, and perhaps you will allow me to read a portion of it. I said:

"The Irish landlord has never had the absolute possession of the land he claims as his, nor has he ever been able to introduce tenures among his occupiers of a determinable nature. Even any proposal of his to increase rent arbitrarily has almost always had to be made in opposition to his tenants, and if carried into execution, carried in face of their protest against it as a landlord tax upon tenant improvement. Again, the Irish landlord has never performed on his estate the duties pertaining to landed property, as understood and practised on the British side of the Channel. Whilst claiming the right to exact rent, statedly he has never expended any of the revenue so derived in the improvement of his estates. Fairly speaking, therefore, the bare land only is his. All the houses, fences, and surface improvements of his farms were made by, and are, therefore, the property of his tenants. Moreover the farmers of the community own the highways, the bridges, the gaols, county courthouses, county infirmaries, and other public and necessary adjuncts to the administration of justice, and to the promotion of the civilization of the country—that is it paying for the sites of them, making and building them, and their subsequent maintenance from tenant taxation alone. be sufficient to constitute a right to property. An indirect argument, but nevertheless in my opinion one of no ordinary force and cogency may be also here used as a strengthener to the above claim to property and position of the tenants, namely, that the highways, bridges, gaols, &c., by the facilities of traffic, and the maintenance of order they contribute to, enhance the selling and letting value of the land of the landlord by from 30 to 40 per cent. to his advantage. Now, these conditions of land ownership, and of land tenancy have no parallel in Britain, and hence the difficulty Englishmen have in understanding Irish claims of tenant-right. They are conditions, nevertheless, which must be understood before the Irish tenant demand for fixity of tenure, Government valuation of rent, and the right to a free sale of tenant-interest and goodwill in the farm is understood. The fact is there are in Ireland already two separate and distinct estates in the land—the landlord's in his land, and the tenant's in his houses, fences, and other property and investments enumerated above. By the law as it stands, the landlord's share of property is carefully rendered secure and made sacred to him, while the share of the tenant is liable to be rack-rented on, to be evicted from, and to be confiscated out of his possession, as may seem right in the eye of his all-powerful landlord copartner. I say copartner advisedly, because of this there can be no doubt, namely, that when all the above enumerated property and interests of the tenant in the land and in the community are added together, and the further considerations are weighed, that he pays one-half the poor's-rate, and stocks and cultivates the land, the capital invested by tenant and landlord is as much in the

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one case as in the other. The Land Act (1870) in a great measure, in fact, points to the propriety of this view. It actually enunciates the principles of fixity of tenure, State valuation of rent, and the right of the tenant to the value of his farm improvements. Where it fails is in not making principles it admits to be just, compulsory and inviolable. By the refusal of the omission to declare occupier's and owner's investments of capital in the land alike sacred in the eye of the law, the Land Act opens the door wide and indefensibly to that ruinous litigation between the respective owners (landlord and tenant), which from the day it came into operation to the present, the said Act has stimulated to and promoted."

1431. CHAIRMAN.—Do you think the Land Act does not carry out the objects?—Yes.

1432. You say that the Land Act enunciates the principles that you advocate?—Permissively.

1433. But it does not sufficiently carry them out?—The permissiveness of the Act allows a landlord under the terror of the notice to quit to contract a tenant out of it altogether.

1434. Baron DOWSE.—In tenancies under fifty pounds valuation contracts in certain cases are void altogether?—Tenancies under £50 a year are put under yearly leases.

1435. With a clause in them about the Land Act?—Yes.

1436. CHAIRMAN.—The clause in the agreement would not debar him from his compensation if he were evicted?—That is no barrier at all events, for in small holdings if the landlord has to pay a sum to the outgoing tenant, he is sure to get it back from the incoming tenant. There is no barrier to the eviction of a tenant on that ground.

1437. The landlord gets it back either in a sum paid down or by an increase of rent?—Either ways.

1438. Mr. KAVANAGH.—Except these cases you have mentioned can you give any other cases?—I have just one other case here, the case of a tenant who came under a landlord who bought the property in the Encumbered Estates Court thirteen years ago.

1439. What is the landlord's name?—Mr. W——

1440. What county?—Kildare.

1441. Do you prefer not to give the name of the tenant?—Yes. Mr. W—— bought the property, and he immediately raised all the rents of the tenants, and compelled them to accept of leases.

1442. CHAIRMAN.—Was it for a term or a year?—I don't know the term. He compelled them to accept of leases. This man protested against the rent, and consequently refused to sign a lease. His father and grandfather had lived on the farm, and had built all the houses on it, made all the fences and every improvement and for a small farm of sixty acres it has been, perhaps, as long as I remember, as neatly kept and as well farmed as any could possibly be. Until Mr. W—— came in, the rent was about £50 a year, and the poor law valuation about the same. Mr. W—— raised it to £85. When the rent was raised the tenant had £300 in bank, owed no rent, and he had the farm well stocked. By paying the increased rent for about twelve years, his £300 was gradually absorbed, and he found himself latterly owing two years' arrears of rent. The landlord last spring obtained a decree in the superior court against him, for, as is well-known, no country farmer will venture into Dublin to defend himself in a case of that kind.

1443. In the Superior Courts?—In the Superior Courts.

1444. Is it from the expense?—And the inexperience. A countryman is so inexperienced that the idea of going to Dublin, and employing a Dublin solicitor is enough for him. The landlord in this case got the decree, made the seizure, and auctioned everything for the tenant's two years' rent, down to the bed and bedding of the family. Many of the neighbours refused to bid for the property, and the auctioneer who was appointed by the court, knocked down a great deal of the property to a man he keeps as a bill-sticker, and in that way forced a sale. The landlord got his two years' rent in one way or other; and

as soon as he got it he served the man with a notice to quit, and he is now under notice.

1445. Is it a yearly tenancy?—Yes. The man refused the lease.

1446. Mr. SHAW.—Were the other tenants' rents raised?—All raised. The other tenants held mostly grass land, better enabling them to pay the high rents.

1447. CHAIRMAN.—You said in that letter of yours that landlords in Ireland did nothing in the way of contribution for improvements. You don't mean that to be taken as a positive and general rule?—There may be exceptions; but I think it is generally the rule. There are exceptions, I know, but, as a rule, they do not expend any money on their property in improvements.

1448. In your opinion the exceptions are very rare?—They are very rare so far as I know.

1449. Baron DOWSE.—Does the Duke make any improvements?—He does with Government money, and he makes the tenant repay.

1450. Mr. SHAW.—You don't call that making improvements by the landlord?—No.

1451. CHAIRMAN.—In that case the landlord finds the security?—He finds the security only.

1452. I should have thought there were numerous cases of landlords effecting improvements?—I know there have been cases, but as a rule improvements in Ireland are done by the tenants.

1453. He is not in the same condition as the tenant in England?—No. I think it would take twenty years rental of Ireland to bring the condition of the land, as to soil, buildings, and other matters, to the same condition as in England or Scotland.

1454. That is, taking the condition of the whole country, I suppose?—Yes, taking the whole country. I have formed my opinion a good deal upon the statements of a Scotch agriculturist, Mr. Hope, who took a farm on a nineteen years lease, and though he farmed on the best system, using artificial manures, artificial feeding stuff, and also brought in Edinburgh manure and put it on the farm, he states he could not make a penny profit on his first nineteen years; it was only when he got a second lease for nineteen years that his improvements began to pay.

1455. Mr. SHAW.—At the commencement it was an ordinary farm, I suppose?—It was.

1456. Not run down, not out of condition?—No, but it had not been improved.

1457. Baron DOWSE.—Do you think that the scheme you have pointed out would be satisfactory to the people?—I think it would, generally.

1458. At all events, in your opinion, it *ought* to satisfy them?—I think it would do so. I think it would settle the land question. I may add that but for the landlords' interfering with the working of the Land Act, it would have settled the question, in a measure.

1459. How did the landlords interfere?—By contracting their tenants out of it in every direction.

1460. Mr. SHAW.—It gave them the power of raising rents?—Yes, and they have been taking advantage of that.

1461. Baron DOWSE.—I take it you consider the defect in the Land Act is that the compensation for disturbance is not what the country requires; what it requires is that the tenant shall not be disturbed at all?—A principal defect of the Land Act is its permissiveness; it is a piece of sham legislation. Any Act which is not compulsory is a sham.

1462. Would you call the Land Act permissive?—I would, because it allows the landlord to contract the tenant out of it.

1463. That, you know, does not apply to tenants under £50 a year?—Yes, but the large farmers who have property to lose are the very men the landlord can get at most easily.

1464. It was supposed when the Act was passed that those were a class of people who were able to protect themselves?—I do not see how a man can protect himself when he is subject to eviction.

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1465. He has no choice except to pay the increased rent or go out?—He has not. I also think the procedure under the Act is a failure. For instance, a tenant is evicted and he makes his claim. He has to go to law with his landlord, and if his landlord employs a large bar he has to do the same. He goes before the County Court Judge, who may perhaps give him a sum which is wholly inadequate. Then he has to appeal, or possibly the landlord may appeal, and he has to go to the Assize Court, and employ a second bar, and incur all the expense over again, and even after that the landlord has the power of bringing the case to the Court for Land Cases Reserved, with again more expense, until at last the man is ruined.

1466. What remedy would you propose?—I think the whole thing could be settled by a Jury and the County Court Judge.

1467. Mr. SHAW.—Or by arbitration?—Yes.

1468. Baron DOWSE.—You object to the manner in which the amount of compensation is ascertained, because there is no jury?—Yes, and I also object to the delay.

1469. But if your scheme (which I am not saying has not a great deal in it) was carried into law there would be no occasion for a jury or anything else, because there would be no evictions?—Certainly; but I am stating my objections to the Land Act. There is too much law in it, and too little justice.

1470. CHAIRMAN.—That is, that it is too complicated?—Yes, it leads to litigation. There has been no end of litigation between landlord and tenant ever since it came into operation.

1471. Baron DOWSE.—Is this the effect of your evidence, that you think the country would be better without the Land Act?—I think the country is none the better of it, but the reverse. I think the Land Act has failed in every particular.

1472. I can understand the Land Act being a failure because of its machinery being defective, but do you say it has done no good at all?—I think it has done very little, and on the other hand I think that, but for the Land Act we should not have the rises of rent we have had over the whole country.

1473. What do you say as to the Ulster custom?—I am not acquainted with Ulster.

1474. Then the defects you speak of in the Land Act don't touch Ulster?—I cannot give an opinion as to that.

1475. CHAIRMAN.—You spoke of the valuation of rents as a difficult matter; what would be your suggestion?—Arbitration. If the landlord and tenant could not agree I would let the landlord appoint one man, and the tenant another, with power to them to appoint an umpire and decide the rent in the usual way of arbitrations.

1476. You would not propose a new general valuation?—I think it must come to that provided the tenant's improvements are kept out. The great mistake about the Griffith valuation was that it included the tenant's improvements at the time.

1477. Griffith's valuation as you of course know was for the purpose of rates, not for the purpose of settling rents between landlord and tenant?—I know; but it has been converted into a standard of rents.

1478. It has been converted into a standard of rents by tenants rather than by the landlords?—I think by both. The landlord appeals to Griffith's valuation as being 25 per cent. under the letting value; the tenant alleges that it is quite enough—at present, at all events. I may observe that the Land Act recognises the principle, in certain cases, of the State interfering with rents. By the last clause of the 5th subsection of the 4th section of the Act the Court is empowered to take into consideration also the rent at which such holding has been held.

1479. Read the clause you refer to?

"Where a tenant has made any improvements before the passing of this Act on a holding held by him under a tenancy existing at the time of the passing thereof, the Court, in awarding compensation to such tenant in respect of such

improvements shall, in reduction of the claim of the tenant, take into consideration the time during which such tenant may have enjoyed the advantage of such improvements, also the rent at which such holding has been held, and any benefits which such tenant may have received from his landlord in consideration, expressly or impliedly, of the improvements so made."

There is jurisdiction conferred by that clause to interfere with rent.

1480. Baron DOWSE.—The object of that is, that if the rent is low, the Court may take that fact into consideration?—Yes; but in the Act the principle is admitted of the Court interfering with rents.

1481. To inquire into the rent, not to interfere with it. There is nothing in the Act to warrant the idea that rent is to be altered?—I thought there was.

1482. Read any clause that you think does that?—If the landlord tenders a thirty-one years' lease to the tenant in discharge of all claims, and if the tenant objects to the rent named in the lease, and thinks the rent too high, he has the power to appeal to the Chairman.

1483. I doubt that, but go on?—Well, I think that establishes the principle, and by the latter part of the 9th section of the Act, an eviction for non-payment of rent, in the case of a holding held at an annual rent not exceeding £15, is to be treated as a disturbance, "if the Court shall certify that the non-payment of rent causing the eviction has arisen from the rent being an exorbitant rent." I think that also establishes the principle. Again, by the 18th section, "In any case in which compensation shall be claimed under section 3 of this Act, if it shall appear to the Court that the landlord has been and is willing to permit the tenant to continue in the occupation of his holding upon just and reasonable terms, and that such terms have been and are unreasonably refused by the tenant the claim of the tenant to such compensation shall be disallowed." By that clause the rent is again made the subject of judicial inquiry and determination. The effect of the clause is to permit the landlord to force, by the alternative of eviction, without compensation, for disturbance, a new arrangement upon the tenant, provided the Civil Bill Judge, or the Judge of Assize, in the event of appeal, considers the term of said arrangement—including the amount of rent—such as might be justly and reasonably proposed. What I wish to point out is, that by all these clauses the principle of State valuation of rent is admitted by the Act. I may be wrong, but that is my view of it.

1484. Would you have those valuations for the purpose of rents made at periodical times?—No. I would have a valuation at the instance of either party.

1485. How long would you propose that should last?—As long as both parties are satisfied with it. I think it would be highly unjust to fix a term; for instance, suppose a valuation had taken place five or six years ago, the tenant would be in a most disadvantageous position now, in consequence of the American importations.

1486. You don't think having a valuation every five years would be a good plan?—I think not. I think a new valuation should take place at any time at the instance of either of the parties.

1487. Would not that introduce an element of uncertainty?—I don't think so. The principle would gradually become recognised throughout the country, and I think the result would be that, generally speaking, neither landlord nor tenant would appeal to arbitration—they would be likely to come to terms with each other.

1488. What you propose would appear to work in this way—The present rent would be taken to be the proper rent until either party wished to have it revised, and then it would be revised in the way you propose?—Yes.

1489. And that revision would last as long as the parties wished it to remain?—Yes. I think the Land

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question should be looked at from this aspect—that the landlord and tenant are in one boat; that it is the interest of one and the other to come to an understanding, and not to stand aloof from each other, as at present. The land agent, acting between the two at present, is a source of mischief. It is his interest to keep landlord and tenant apart; and he does so effectually. As a rule, where there is an agent, the tenant is afraid to go to the landlord—he is afraid of displeasing the agent, and the landlord does not know the mischief the agent is doing until it has gone too far.

1490. What would you do without the agent?—If the tenant had fixity of tenure an agent would not be wanted at all; and they see that plainly enough.

1491. In point of fact, the landlord would be a rent charger?—Well, not exactly a rent charger. I think the landlord would have more influence on his estate than he has at present.

1492. How could he exercise his influence?—For the good of the tenant, and his own good.

1493. Of course, you would allow a power of sale of the interest a tenant would have in his holding?—Yes.

1494. Suppose the landlord wanted to get the land into his own hands, would you have any machinery by which that could be brought about?—None, unless he bought the interest of the tenant.

1495. Like anybody else, in the open market?—Yes.

1496. If the tenant did not want to sell what would happen?—In that case the landlord would have to do without it.

1497. Would you give the tenant a power of sale in the open market for any sum the highest bidder might give?—Yes, but I would give the landlord a veto provided the purchaser were insolvent or a man of disreputable character.

1498. Suppose there was a dispute—suppose the tenant insisted on selling to that man?—Well, I think it would be unreasonable to force a bad character on the landlord.

1499. In that case, would you allow the landlord power to serve a notice to quit on the purchaser?—No, I would give the landlord the right of making the last bid. Suppose a purchaser offered £1,000, I would allow the landlord the right to give £1 more.

1500. CHAIRMAN.—Might it not happen that a friend of the seller would run up the price, knowing that the landlord wished to have it?—I think evidence would in such a case be found as to the circumstances of the offer.

1501. Would it not be the interest of the tenant to get the worst character he could to bid for the land, and to bid high for it, so as to force the landlord to give a higher price?—It would not. I was going to say that if the tenant had fixity of tenure, valuation of rent, and right of free sale, there would be no need for contracts or leases at all.

1502. Baron DOWSE.—Every tenant would have a statutable lease?—Exactly.

1503. CHAIRMAN.—Would you give the landlord the power, if he saw that the tenant was injuring the farm, or was a disreputable character, of removing him?—I would not, unless by an action.

1504. Don't many of the advocates of fixity of tenure take care to provide not only that the tenant shall be liable to eviction for nonpayment of rent, but also if he turns out a disreputable character, or if he deteriorates the land, or subdivides or sublets?—Yes.

1505. Would you adopt such a principle?—I would evict him for the willful and persistent deterioration of his farm.

1506. But not for subdividing or subletting?—No. I would leave these things to the tenant's own sense of self-interest. You call up the strongest motive of human nature when you give a man an interest in his holding to do nothing that will injure it.

1507. Baron DOWSE.—Is it not a strong motive of human nature if a man has eleven children to divide

his farm between the eleven of them?—Well, on the Continent it does not operate in that way. Of course no human scheme can be devised that is absolutely perfect. I think the connexion between landlord and tenant at the present moment is not at all perfect or satisfactory, and I have no doubt there will be defects and imperfections in any new scheme that may be devised; still I believe that to give the tenant an interest in improving his farm would meet a great deal of the difficulty of the present situation.

1508. The leading features of your scheme would be that the rent should be fixed by arbitration, and that the tenant should not be disturbed so long as he paid that rent?—Certainly.

1509. CHAIRMAN.—Do you think it would have a good effect on the tenant if there was a chance or probability of his losing his holding in certain events, such as bad conduct—for instance, if he were convicted of stealing? Would you allow that man to remain in occupation of his holding?—That is an extreme case. I don't think a reform of this kind should be tested by such extreme cases.

1510. Don't you think there should be a power in such a case as that to determine the tenancy?—I would have no objection personally to that man being evicted by his landlord.

1511. Mr. SHAW.—Might it not happen that that man had a family, and that to evict him would be a great injustice to them?—It might. I think the great argument for fixity of tenure, valuation, and free sale, lies in the greater improvement of the land, which prevails in Ulster, under a somewhat similar custom. The main ground for giving security to the tenant, is that he has really as much a property in the land as the landlord, they are co-partners; and it is unfair, if the landlord has his rights defined and secured by law, that the tenant should hold his property subject to the caprice or injustice of his co-partner.

1512. If a landlord was sentenced to penal servitude for five years for felony, the tenant would have no right to break his bargain?—No. Furthermore, I maintain that by the law as it has hitherto stood, the landlord has been appropriating his tenant's property. The improvements effected on the estate by the industry of the tenant were the property of the tenant, notwithstanding when the landlord sold the estate, he sold his tenant's property, and has been receiving rent on the tenant's property. At the present moment the tenant farmers of Ireland are, in fact, paying rent upon their own improvements to a large extent, and the knowledge the tenants have, by experience, that the landlords can increase their rents arbitrarily, stands directly in the way of the improvement of the land, and the prosperity of the country. It is always the first objection you hear from the tenant when asked to improve. "Why should I improve? My rent will be increased if I do."

1513. Did you ever hear the story of the tenant who refused to make a road to his house, because if he did, the agent would drive up to him and raise his rent?—No; but I can tell you a fact that came within my own experience when I was steward on the estate of Mr. La Touche of Harristown. I offered to drain a field which lay before the door of one of the tenants—the tenant refused his consent, because if I did his rent would be raised; and that field remains undrained to the present day.

1514. Mr. KAVANAGH.—Would it not be a fair thing to raise the rent, if the holding had been improved at the expense of the landlord?—Perfectly fair, provided the increase was fairly proportionate to the value of the improvement; but the man feared that the rent of the whole farm would be raised.

1515. Mr. SHAW.—Does that feeling on the part of the tenantry discourage and retard the improvement of the country?—Of course it does. I have no doubt whatever that Ireland could produce three times the

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amount of food and wealth it does, provided the tenants had the security they demand.

1516. Have you ever considered the question of peasant proprietary?—I have. I think that also should be a part of the land reform, but I would extend it to all classes of tenants. At present it is next to impossible under the Land Act. When an estate is for sale, it is put up in blocks and, the tenants either cannot all agree, or are deterred in some way or other from bidding, and the result is the estate gets into the hands of land jobbers, who raise the rent on the tenants as soon as they get possession.

1517. Would you give it to large tenants as well as small?—I would.

1518. Would it be a remedy in your opinion for the evils the country complains of?—I think preliminary to everything we must have free trade in land. The laws of entail, primogeniture, settlement and distraint must be repealed as a preliminary to everything in the way of land reform.

1519. Baron DOWSE.—Supposing all those things were done do you think this peasant proprietary would settle the land question of itself?—I do not think it would. I think all tenants, yeomen as well as peasants, should have the chance of buying their farms provided the estate were in the market.

1520. Where is the money to come from?—Government ought to advance the money.

1521. Where are they to get it?—Where the Prussian Government got it. After all, I do not think so much money would be required—I would have the process a gradual one.

1522. That is the very thing I want to come to: in your opinion it should be gradual?—Certainly. I would force no landlord to sell his property but if an estate came into the market I think the tenants should have the right of pre-emption.

1523. You would not buy out the landlord *volens volens*, whether he liked it or not?—Certainly not, unless perhaps in instances of corporate estates, as held by London companies in the north of Ireland. But when an estate comes into the market the tenants should have the preference. And in my opinion the estate should be sold in holdings—each holding put up for sale separately, and I think the landlord would get a larger price if that were done.

1524. Mr. KAVANAGH.—If the landlord thought he would secure a better price for his property by selling it in holdings, would he not do so?—The Land Court seems opposed to putting up property for sale in that way.

1525. I think the Court would do it, if the owner consented?—I don't think it would; in my opinion the obstacle is in the rules of the Land Court. Another matter is the very serious legal expense involved by a sale in the court. If a landlord wishes to sell his property, the tenants, each of them, should be able to come to terms with him.

1526. CHAIRMAN.—Out of court?—Yes.

1527. Mr. KAVANAGH.—Would the tenant be satisfied to do it in that way?—I think he would.

1528. Baron DOWSE.—That might answer, provided the tenant was able to give the entire purchase-money himself?—I think the Government should advance the money if necessary.

1529. Mr. KAVANAGH.—In your opinion ought they to advance the whole of the money?—Every shilling of it, if the tenant wanted it. I think he should be allowed to expend his own money in the cultivation and improvement of the land.

1530. Unless the Government lent the money upon very reasonable terms. I think you would find that by advancing the whole of it, the result would be that for a number of years the tenant would have to pay more in the way of interest than the amount he had been previously paying in the shape of rent?—No; not as a rule, I think. Take my own case. If I purchased my farm at twenty years purchase upon my rental, and had to borrow the entire of the money from Government at five per cent. to be repaid in thirty-five years, I would have exactly the same amount of rent to

pay that I am now paying to my landlord; with the difference that after thirty-five years it would be paid off, and the farm be then bought out.

1531. Do you contemplate that the Government should advance the money without inquiring into the title?—I would give the farm as security for the advance of the money.

1532. But if the man had no title of what value would that security be?—Oh, I would let the landlord establish his title before he offered the farm for sale.

1533. Then the expense of proving title would have to be incurred still?—Let the landlord pay that expense.

1534. Would not that be a great bar to the thing being done?—I don't think it would. I think if the tenants were allowed to purchase, the Government lending the money, in a few years nearly one-third of Ireland would be in the hands of tenant proprietors. I would have nothing to do with the Land Court at all. If a landlord has property to sell, let him establish his title, bring it into the market, and dispose of it out of court.

1535. Baron DOWSE.—The difficulty would be this; that the seller could not establish his title. If he sells through the court he gives the purchaser a parliamentary title, but if he sells by private contract then if in the investigation of the title any body made a mistake, the title may be bad, and the whole transaction fall through?—What I want to convey is that the purchaser should not be put to any legal expense in the matter, beyond a simple conveyance—such as they have in America.

1536. Mr. SHAW.—If the landlord has agreed with his tenants to sell the property to them, and merely comes into the Court for the purpose of making title. Are you aware that the expense is very little?—The present expense is what I have an objection to.

1537. It would be very little in a case in which the terms of the sale had been arranged beforehand with the tenants and the estate, merely brought into the Court for the purpose of giving title?—If the heavy legal expenses are avoided I see no objection to it. My objection to the Court is the expense.

1538. Baron DOWSE.—In the North of Ireland if a man wanted to buy the fee-simple of a farm, he would not complete the transaction unless the vendor established his title. For that fee-simple he might give perhaps twenty-two or twenty-three years purchase. That same man will be content to purchase the tenant-right of that farm, and give, may be, thirty years purchase for that tenant-right, without inquiring into the title at all?—Yes, but he gets possession and is rarely if ever disturbed. In my opinion when Sir Robert Peel passed the Incumbered Estates Act he ought to have gone further, and added provisions enabling the tenants to purchase. The result of not doing that was that, in many cases, the estates got into the hands of land jobbers—persons who bought merely as an investment—who raised rents all over the country, and have been instrumental in a great measure in bringing matters to their present pass. If the tenants had been enabled to come in as purchasers, the landlords' property would not have been sacrificed as it was. They would have given fair value for their farms, but because there was no way of the tenants purchasing, the land fell in value 50 per cent. in numerous instances.

1539. Have there been any sales to tenants in your county under the Act?—No, not in Kildare, that I recollect just now.

1540. Is there not some land in Kildare held by peasant proprietors?—Yes, there is a portion of what was once a common. The case was referred to in the House of Commons some time since. It is not far from my farm. I recollect that land myself greatly covered with water, but during the famine years, a neighbouring proprietor brought a head drain up to the verge of it in the improvement of his own property. The small holders took advantage of this head drain, and since that they have been able to

improve and fence in their little holdings, and it is astonishing the improvement they have made on the whole common within the last twenty-five years.

1541. It is a good specimen of a peasant proprietary?—Yes. They hold each of them, I suppose from one to four or five acres. They all have their little holdings nicely fenced in—they cultivate them partly with the spade—and they have improved their houses within the last few years—instead of thatched roofs they are now beginning to slate their houses.

1542. Do their families go out and work as labourers for farmers in the neighbourhood?—Yes, and some of them have a little business—some have shops, and others deal in country commodities. One or two of them started as cattle dealers some years ago, and have been able to purchase the interest in large farms by their industry. It is quite marked, the improvement they have effected.

1543. How did they get the land originally?—It was a common. I presume they were squatters originally.

1544. Baron Dowse.—Where is that place—in what part of Kildare?—It is near Kilcullen, six or seven miles from Newbridge. I may observe that some of the neighbouring proprietors are anxious to get possession of these holdings, and have been tempting the people to sell them within the last two or three years.

1545. Have any of them been sold?—Several of them have.

1546. The O'CONOR DON.—You mentioned the law of distraint as one of the things that should be abolished—according to your experience, is the law of distraint much put in force by landlords?—Well, not as a rule, unless in the case of decrees from the superior courts.

1547. Baron Dowse.—That is not distraint—those are *fi. fas.* What The O'Conor Don refers to is distress for rent?—There has not been much of it in my neighbourhood. I think the other course is generally preferred; but, in the absence of power of getting the rent by the decree of the superior court, I think the power of distraint would be put in operation. I consider it hardly fair to give the landlord a power of that kind where the merchant or ordinary creditor has no such power.

1548. The O'CONOR DON.—But practically you say it is not much acted on by landlords?—No, but the power is there. It is part and parcel of the old feudal system.

1549. Baron Dowse.—As much may be said against it as against hypothec in Scotland?—Just the same.

1550. Mr. SHAW.—Is there much selling of land by tenants in your district—do the landlords give permission to the tenants to sell their interest?—Latterly the Duke of Leinster allows a sale, provided he is satisfied with the purchaser.

1551. Are those yearly tenancies?—I think in all cases he insists on the acceptance of the Leinster lease.

1552. Before he allows them to sell?—Yes. He gives the lease, and then gives them power to sell.

1553. Do any other landlords do so in Kildare?—No; I do not know of any other.

1554. I suppose the land is principally grass?—It is. There are districts in which there is a good deal of tillage, but the greater part is grass.

1555. The O'CONOR DON.—You are not a tenant of the Duke of Leinster?—No; my farm adjoins his

1556. How many acres do you farm?—211, Irish.

1557. Is it grass or tillage?—Mixed.

1558. Mr. SHAW.—In the county Louth did the practice exist when you were living there of tenants being allowed to sell their interest?—Not in the neighbourhood where I was. In the northern part of Louth it is the practice to sell.

1559. I suppose the practice existed to some extent there?—It did. On certain estates it was allowed, but not on others.

1560. You employ a considerable number of labourers, I presume?—Six or eight.

1561. Do they reside on your farm?—Well, latterly I have had houses built for them. Before that I had to feed them in my house, but in consequence of the annoyance of feeding them in the house I gave up tillage a good deal for some time. Latterly I have increased my tillage again, and I have had a couple of houses built for them, with Government money, borrowed by my landlord.

1562. Have the labourers any land?—No, nothing but a garden. I think the system does not work well of giving labourers land.

1563. You think it better not to give them land?—I do.

1564. Has there been any increase of late years in the wages of labour in your district?—No; wages have rather come down within the last two or three years.

1565. That is from the distress, I suppose?—Yes. Many labourers who were formerly in the habit of going to England in the harvest season are not doing so latterly. They try now to go to America if they go anywhere.

1566. Are your own labourers bound to work for you every day?—They are bound to work every day as long as they remain in the house. They are at liberty to leave me on a week's notice, and I am at liberty to dispense with their services. I do not confine them, and I do not confine myself.

1567. What wages do you give them when employed for you?—9s. per week.

1568. As a general rule, do they earn 9s. a week the whole year round?—Yes. I should mention that the house is part of their wages. They get 9s. a week, wet and dry, as it is called. I find that plan to answer very well, and when I have a vacancy I have plenty of applicants always. At the same time I find it saves me a good deal of money, as compared with the plan of feeding them in the house, and it is much more convenient. Some of the neighbouring farmers give them 6s. or 7s. a week and their board besides, which I consider costs more than my plan; and, on the other hand, the men are more contented with my plan of giving them wages, and living in houses of their own. I have one family of three working men—a father and two sons. They earn 27s. a week between them, and live in one house, paying no rent, so that they live very comfortably.

1569. Baron Dowse.—They have a house and garden?—Yes. And besides I give to each house 1,000 running yards of potato drill after harvest and let them take their chance of the crop. I find that this arrangement satisfies both parties—it satisfies me and it satisfies them, and answers much better than the plan of feeding them in the house.

Adjourned till next morning.

Sept. 3, 1880.

Thomas
Robertson.
Esq.

Sept. 4, 1880.

FOURTH DAY—SATURDAY, SEPTEMBER 4TH, 1880.

Present:—The Right Hon. the EARL of BESSBOROUGH, Chairman; Right Hon. BARON DOWSE, The O'CONOR DON, ARTHUR MACMORROUGH KAVANAGH, Esq., D.L., WILLIAM SHAW, Esq., M.P.

Charles U.
Townshend,
Esq.

CHARLES UNIACKE TOWNSHEND, esq., examined.

1570. Mr. KAVANAGH.—What is your profession?
—I am a land agent.

1571. What length of experience have you had?
About thirty years.

1572. Would you tell the Commission in what counties you have the management of estates?—Well, in Ulster—in Antrim, Down, Tyrone, Monaghan, and Cavan; and out of Ulster, in Meath, Dublin, Kildare, Wexford, Kilkenny, Tipperary, and Waterford.

1573. Then I may say your experience extends pretty generally over the country?—Yes; my experience extends outside of these counties also.

1574. I believe you are prepared to offer evidence as regards the practical working of the system of Government valuation of land; and perhaps the better way for me would be to leave you to yourself to make your statement?—I have made use of the Government valuation—Griffith's valuation as it is commonly called—since the time of its publication. Before that I had made use of the townland valuation, so that I am practically conversant with the working of both. When commencing life I practised as an engineer, so that I have a facility for working with maps. When I am appointed agent over a property, the first thing I do is to get the Ordnance map, and the Government valuation, and I have frequently accompanied proprietors over their estates, especially English proprietors, coming to the country, and have been able, from the accurate information supplied from that source, to tell them more of their properties than they had known themselves. I find the valuation of great value, more particularly as regards the maps. I brought one or two of them with me with their references (produced). I get these at the Valuation Office, giving the names of the townlands, and all the detailed information in reference to this map is given. Each holding marked with a red boundary is a lot belonging to a tenant, and here is the reference, giving the townland, the occupier, the immediate lessor, the nature of the premises, the area of the premises, the valuation of the land, and of the houses and the total of the two. This is wonderfully accurate as a map, but as a measure of value, at the present moment, it does not pretend to be correct. It was originally made as a basis for taxation, and I would be glad to be permitted to refer to some of the earlier Acts of Parliament, bearing upon the valuation question, if the Commission would permit me. The first Act, that I am aware of in this country, was the Act of 1826. The object of that Act was to form a uniform basis for the assessment of county cess and Grand Jury charges, there being no poor rate at the time. It bore date 1826, and from Sir Richard Griffith's evidence in 1844, it appears that the valuation under it did not commence until 1830. There was a scale of prices laid down in that Act, of which I have the particulars to give the Commission.

1575. The O'CONOR DON.—I think we have had these figures in evidence before us from Mr. Ball Greene, as to the scale of prices?—That being so, I may mention that in 1826, 1836, and 1846, there were bills brought in and passed in which the scales of prices were all similar. The valuation of 1826 and 1836 referred to county cess apportionment solely. In 1846, the poor law having been established, a bill was brought in in which there was a dual valuation directed, one to complete the townland valuation, which at that time was not perfected, and the other in these same counties and towns to make a tenement valuation for the purposes of the poor rate, a dual system. That was found cumbrous in working, and the Tenement Valuation Act of 1852 was adopted.

1576. Baron DOWSE.—That is the one now in force?—That is the Act now in force. It had a scale of prices different from the previous scales. There was a power given in that Act to the Commissioner to adjust the preceding valuation to the scale of the Act of 1852, which was accordingly done. The Act passed in 1852, and, in the following year, they published several of the valuations by counties. It is not to be supposed that these were valued within that time, they were merely corrected within that time. In the following year, 1854, the valuation of Dublin City was published, in 1855 some counties were published, and so on up to 1864. In Sir Richard Griffith's evidence he refers to a mistake that was made in the Act of 1852. He uses the words, "The Act was wrong." He refers there to a direction that all rates and taxes should be deducted from the valuation before publication. That includes the proportion that the landlord should bear as well as the portion that the tenant should bear, and so far the Act was wrong. I can refer to Sir Richard Griffith's authority for that statement. The valuation of all these counties was made about the famine time, when the poor rates were excessively high, amounting in one year to two millions. He states, that it was during that period he made a valuation of these counties, and he was directed to deduct the full poor rate from his valuation to arrive at the valuation supposed to be made under the scale of the Act. So far as that poor rate exceeds the poor rate for the last five or ten years so far the deduction then made is in excess of the deduction that should now be made, or that he would make if he were again called upon to make a valuation. That is an element of distortion in the valuation.

1577. Do you think that the present Government valuation is any assistance at all to a person in fixing the rent of a farm?—I think the valuation is of use to a person knowing the value of land. If you go down upon the land you can ascertain how much per cent. you may add upon a farm, and you will find that, in that and the neighbouring townlands, you may add probably a similar per-centage. That would be possibly a district that one man had under him when the valuation was made. But it is not fair to say that in one place you may add 25 per cent. to Griffith's valuation, and the same in another place, fifty miles off. Speaking broadly for the whole of Ireland I would say that in mixed arable and pasture land somewhere about 25 or 30 per cent. should be added.

1578. To come up to the fair letting value?—To bring the fair letting value. In pasture lands I know land let at 100 per cent. over Griffith, and cheaply let. I know land let at twice that over Griffith, and not dear. In mountain districts land is let at 500 per cent. over Griffith's valuation.

1579. For what purpose?—Mountain grazing. This was caused by the want of experience on the part of the valuator of what such lands were really worth. I speak now as to parts of Kerry.

1580. Mr. KAVANAGH.—Is it not the fact that the immense demand there was some time ago for store cattle in England raised the value of mountain grazing?—Increased the value of all lands upon which these cattle were raised, whether wild mountain lands or pasture lands. The prices of meat and butter practically doubled between 1852 and the present period. Of course, assuming Sir Richard Griffith's valuation to have been relatively fair when it was made (which I will show the Commission it was not), it could not pretend to be fair now, prices having

altered considerably and altered unequally. As regards its not being relatively fair at the time it was published, it was commenced in the south of Ireland at a time of depression. With the poor rates amounting in one year, the worst year, to two millions. They then proceeded gradually northwards, and, although it would be supposed that valuing upon the same scale of prices, the valuation would be relatively the same in the north as in the south, the fact is otherwise. Sir Richard Griffith admits that, and Mr. Ball Greene. As they passed northward, the valuation being only completed in 1864, the times had improved, the poor rates were reduced in poundage rate, and the valuation is nearer to the fair value in the north than it is in the south. The Commission will find, upon their tour, that, in the north, lands are let for from 10 to 15 or 20 per cent. over Griffith. In the south they will sometimes find them let at as much as 100 per cent. over Griffith. According to my judgment the Commission should not infer that the landlords of the south charge more for their land than the landlords of the north. It is a question of value all through and Griffith's valuation, is not fair as a test between north and south.

1581. Baron DOWSE.—What you want to point out to the Commissioners is that because they find a farm in the north let at 25 per cent. over Griffith's valuation, and a farm in the south let at 75 per cent. over it, there is no reason to say that one man is over rented rather than the other?—Precisely.

1582. That is what Mr. Ball Greene said?—I was anxious to maintain it from a different standpoint—from that of one conversant with land for thirty years, and making use of that valuation, and who, if I would undertake it, would have been employed as a valuator of land. I did not undertake it; I declined it; but I speak with knowledge on the subject.

1583. How many thousands a year of rent do you collect in round numbers?—Somewhere towards £100,000 a year, I believe. My knowledge extends from North to South.

1584. Then from practical experience you have come to the conclusion you have mentioned, comparing the North with the South?—Undoubtedly.

1585. Mr. John Ball Greene said the other day that in the North, in addition to the valuation being later in point of time, there was more taken out of the land by the tenant there than by a tenant in the South—is that your experience?—My experience is that the people of Ulster, excluding Donegal—

1586. Excluding what I used to call "Ultramontane Donegal," that is, Donegal beyond the mountains; but you would not exclude the barony of Raphoe?—Just so; excluding the mountains of Donegal, that they are a different race of people almost. In Ulster you have thrift—Scotch thrift—

1587. And some English thrift?—Not far from Belfast the country looks like an English county.

1588. You have a good deal of English people in Tyrone too?—Yes. You have in Ulster the flax culture, which, when judiciously carried on, is a most paying crop; £50 an acre I have known to be made from flax. You have there the flax manipulation for the young hands. You have the after treatment of flax—all tending to giving employment, and to thrift. There is an amount produced out of the soil there that, in my judgment, is not produced in the South. There is more tillage, I would say, in Ulster than in the other provinces.

1589. Does that account, then, for the valuation there being higher to some extent?—To some extent.

1590. Don't you think that if it is higher to some extent, that a man in the North is valued on his own improvements and his own industry, as compared with his Southern brother?—I think it is unjust to the State the position the valuation is in; for in the South the proprietors escape the income-tax which is paid by proprietors in the North.

1591. They escape paying the same amount of income-tax, is that what you mean?—They do not pay the same proportion relatively to their income.

1592. Because it is valued low?—Because it is valued low. The compensation for disturbance clause in the Land Act compensates the tenant according to his valuation. Now, if it be fair in the North to have the valuation nearer to the rent, it is unjust in the South to have the valuation so much below the rent; because the tenant gets more when he is compensated on the valuation than the man in the North would get; whereas if it be fair to have the valuation so low in the South, it is unfair to have it high in the North.

1593. CHAIRMAN.—The valuation is taken as the basis of compensation?—The basis on which the number of years compensation the tenant is to get is assessed is taken upon the scale of his poor-law valuation. Thus, if a tenant in Limerick be valued at £10 a year, his rent might be £25. He is entitled, if the chairman sees fit to give it to him, to seven times the £25, beside his improvements.

1594. Baron DOWSE.—That is in assessing the compensation for disturbance?—Yes.

1595. CHAIRMAN.—Do you mean that compensation for disturbance is based on the rent, not on the valuation?—It is based on the valuation to measure the tenant's position in the scale, but he gets so many years of the rent he pays into his pocket, when his position in the scale is fixed; whereas in Ulster, where the valuation is nearly the full value, the position of the tenant would not be so good on the scale. You have in the South, owing to what I have mentioned, rents of £25 paid when men are only valued at £10.

1596. Mr. SHAW.—Would it not occur to you that the rent might be too high in the south in proportion to the north?—It does not follow that the rent in the south is a fair rent. My impression of the rents that I speak of is that the rents in the south are as fair as rents in the north at 15 per cent. over the valuation.

1597. That is the very point; that is your opinion?—I am giving my opinion.

1598. The O'CONNOR DON.—What you mean to say is that the tenant in the south, if he be evicted by the landlord, and awarded compensation for disturbance, gets seven times the rent which he is paying, and which may be 50 or 100 per cent. over the valuation?—Yes.

1599. Mr. SHAW.—And may be an exorbitant rent?—May be an exorbitant rent.

1600. The O'CONNOR DON.—But that the man in the north would only get four or five times his rent in consequence of his valuation being nearer to the rent?—That was it. The working of the valuation as it stands is, that under that scale a tenant in the south gets more compensation than a tenant in the north.

1601. Mr. SHAW.—But he has been paying more?—If he was not paying more he would not get more, but his paying more pounds per year does not prove that it is more than the value of what he has in return. Another way in which it works is this. All the poor rates are paid by the proprietor on holdings rated at or under £4, and under the Act of 1870, in the case of new tenancies similarly valued, all the county cess too. The valuation being very low in the south, the tenants in the south escape better than tenants in the north. I wish to bring out the discrepancy, as I may call it in the working of the valuation as it exists.

1602. CHAIRMAN.—But as they are all paid on the same scale in the north and south, they are not relatively injured by the difference of valuation?—They are, because the man in the south is valued much lower, and the lower you are valued on the scale the more you will get.

1603. You mean in comparison between the north and the south; then your opinion is that they are valued unfairly as between the one and the other?—Not relatively fairly.

1604. Baron DOWSE.—Does not all this go to show that there ought to be a new valuation, and that is

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only pertinent to our inquiry so far as it goes to show that the scale in the Land Act works improperly in consequence of the absence of a true valuation, and also that this valuation is not to be taken as a test of rent, without understanding the facts of the case?—I felt anxious that the Commission should have on record, before their journey to the country, what I believe to be the facts as regards the present position of Griffith's valuation, because an opinion is held by many that land should be let at Griffith's valuation, and that that would be a fair rent. I know cases where Griffith's valuation is a fair rent, and I know cases where 500 per cent. over Griffith's valuation is a fair rent. You would do an injustice if you said Griffith is to be taken as a standard. A great many tenants that would be entitled to votes also in the south have not got them, because their valuation is so low.

1605. Mr. KAVANAGH.—In fact a re-valuation would be like lowering the franchise?—It would. It would enfranchise a good many people that have not now the parliamentary franchise. I prepared this table (produced) as regards value of produce from the valuation of 1852 to 1877, showing the increase in the prices of agricultural produce:—

TABLE showing the Scale of Prices of Agricultural Produce set forth in the Act of 1852, Mr. J. BALL GREENE'S Evidence before the Parliamentary Committee in 1869, and the Bill of 1877, respectively, and the increase per cent. in the value of each species of produce between 1852 and 1877.

PRODUCE.	Act of 1852. Price per cwt.	Mr. J. Ball Greene's Evidence in 1869.	Bill of 1877. Price per cwt.	Increase per cent. in scale of Prices between 1852 and 1877.
	s. d.	s. d.	s. d.	
Wheat, ...	7 6	9 0	10 0	33 3
Oats, ...	4 10	5 7	7 8	58 6
Barley, ...	5 6	7 0	8 4	51 5
Flax, ...	49 0	71 0	60 0	22 4
Butter, ...	65 4	105 2	121 4	85 7
Beef, ...	35 6	53 10	70 0	97 2
Mutton, ...	41 0	68 0	74 8	82 1
Pork, ...	32 0	42 2	51 4	60 4

This shows the gradual increase of prices from 1852 to 1877, the per-centage of increase of each article of produce is shown in the last column, amounting to 97 per cent. in the case of beef, 85 per cent. in butter, in mutton 82 per cent, and in pork 60 per cent.

1606. Mr. SHAW.—That would not be correct in 1879?—The variations in 1879, to my surprise, is not so great as might have been supposed.

1607. You do not bring store cattle into account nor sheep; you only bring in mutton and beef?—Well, you always deal with the article that is sent into the market for final sale. I give you the official evidence upon the question.

1608. But store cattle, pigs, and sheep are sent into the market for sale?—I take them as beef and mutton.

1609. Would it not make a very great difference if you could estimate the prices of these for the last two or three years, store cattle, sheep, and pigs?—Yes; but they are very high again now. Prices fluctuate. Store cattle did fall fifty shillings a head last year.

1610. And since 1877 they fell considerably?—They are up again to very nearly what they were.

1611. But last year they were very different?—Last year they were practically unsaleable for a time.

1612. In fact they were raised at a loss?—Last year was a falling year, and a falling year is always a losing

year. There is a change now, and I am aware, from my own experience, that in the market recently the demand has increased and prices are not very far from what they were the year before last.

1613. Would it not be fairer to take an average of the years?—Undoubtedly, a five years average.

1614. Don't you think in looking at the case fairly you ought to bring in cattle, sheep, and pigs, and all kinds of live stock?—All agricultural produce.

1615. Mr. KAVANAGH.—I understand Mr. Townshend's argument to be, you don't go into the prices of articles until they are brought into the market for final sale, that is, for killing, and you don't care to follow out the other stages of dealing in them?—These are the intermediate profits of the people who deal with store cattle, but the test as taken by the State is the ultimate price in the market.

1616. CHAIRMAN.—But that does not affect the large class who never go to the extent of fattening cattle for sale as beef and mutton?—It affects them to this extent, that the prices given for the store cattle raised by these people were so enormous, that the profit to the man finishing the cattle was comparatively small. Now it is nearer to a sound system, and reduced as the prices for store cattle now are, they are far beyond what they were twenty years ago, and far beyond the scale laid down in Griffith—eighty per cent. beyond.

1617. Mr. SHAW.—Is it not the fact that the trade in store cattle is a very large trade in Ireland?—Yes.

1618. And that the rent paying power of the tenant in the south and west depends a good deal on the prices for store cattle?—Yes; a good deal.

1619. Therefore, in estimating the rent-paying power of a tenant you must estimate that as an element in the calculation?—Undoubtedly so.

1620. And so with sheep?—So with sheep.

1621. And so with store pigs?—All kinds of agricultural produce.

1622. Because the trade between Ireland and England unfortunately is not worth the finished article to anything like the extent it is carried on in the immature article?—There is a large amount of trade in finished cattle.

1623. There is from Dublin, but not from Cork or Waterford, or Limerick, is not that so?—Yes. We consumers know unpleasantly for our pockets that prices remain what a seller would call, very good still.

1624. CHAIRMAN.—The butchers do not vary the prices very much according to the price of beasts?—No, my lord, only with time. I have here a return of the prices of Irish agricultural produce from 1830 to 1879, compiled specially for the *Irish Farmers' Gazette*, by the editor, and it deals with all kinds of produce.

1625. Mr. SHAW.—Is that by the year or in averages of five years?—Every year from 1830 to 1879 of course, in any valuation that ever is made, the State takes an average of five years, or perhaps more. It would be unfair to take 1874, which was one of the dearest years we ever had, and it would be equally unfair to take 1879 which was a falling year. The average, of course, must be taken in all these cases.

1626. CHAIRMAN.—Is that return taken out of Thom's Directory?—It is taken from the *Farmers' Gazette* for fifty years prices.

1627. The O'CONNOR DON.—Would it be well to have it put in as part of your evidence? Have you any means of stating that you consider it a reliable return? You don't know what these prices are taken from?—I do not, further than the information suggested in the heading to the table. The *Farmers' Gazette* is generally pretty accurate in these things.

(The following return was handed in.)

PRICES OF IRISH AGRICULTURAL PRODUCE—1830 TO 1879.

COMPILED SPECIALLY FOR THE "IRISH FARMERS' GAZETTE," BY THE EDITOR.

The following Tables show the range of prices of Agricultural Produce in the Irish Markets, from 1830 to 1879, both years included. These prices have been taken chiefly from the market reports published in the *Farmers' Gazette*. For the prices in 1830 and 1840 we are indebted to the files of *Saunders' News-Letter*.

The prices of Grain are those of the Dublin Market. Where only one quotation is given for a year it has been taken from the *Dublin Gazette*, or other official source of information.

The prices of Flax are taken from reports of markets in Ulster, chiefly Armagh and Belfast.

The prices of Beef, Mutton, Pork, Potatoes, Wool, Hay, and Straw, are Dublin prices.

Eggs—The prices given are the wholesale rates current during the summer months in the Dublin market.

The prices of Milch Cows, two-year-old and one-year-old Cattle, have been taken from the reports of country fairs, held during the months of May and June in each year, and published in the *Farmers' Gazette*. The prices of Lambs are those current during May and June in the Dublin market.

The prices of Butter given were taken from reports of Cork and other leading butter markets in Munster, and also the Dublin market.

—	1830.				1840.				1845.				1846.				1847.				1848.				1849.				1850.			
	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.		
Wheat, per 112 lbs. .	13	0	14	8	10	0	14	6	11	0	13	0	16	0	12	0	10	8	8	1	5	8	0	10	0	8	0	10	0			
Oats, " .	6	0	8	8	5	8	6	10	7	0	7	9	11	8	6	8	6	0	5	2	5	10	6	10	5	3	6	9	0			
Barley, " .	7	9	9	3	6	0	7	9	7	6	8	9	12	0	8	0	6	10½	5	10	5	3	6	9	0	5	3	6	9			
Flax, " .	—	—	—	—	—	—	—	—	41	0	48	0	37	0	48	0	36	0	44	0	32	0	52	0	40	0	65	0	40	0		
Butter, " .	80	0	90	0	80	0	90	0	72	0	84	0	86	0	92	0	80	0	88	0	68	0	80	0	60	0	66	0	52	0		
Beef, " .	—	—	—	—	40	0	56	0	46	0	52	6	45	0	55	0	45	0	56	0	50	0	56	0	30	0	46	0	30	0		
Mutton, " .	—	—	—	—	37	4	56	0	51	4	60	8	51	4	60	8	55	0	60	8	51	4	60	8	46	8	51	4	37	4		
Pork, " .	—	—	—	—	36	0	42	0	36	0	—	—	46	0	—	—	56	0	60	0	40	0	50	0	33	0	36	0	30	0		
Potatoes, " .	2	0	3	6	1	4	3	0	1	4	2	6	6	0	8	0	5	0	6	0	4	0	8	8	4	0	5	4	4	6		
Wool, per lb. .	—	—	—	—	1	0	1	1½	1	1	1	2	1	0	—	—	0	10	0	11	0	8½	—	—	0	9	—	0	10	1		
Hay, per 112 lbs. .	3	0	4	0	4	0	—	—	3	8	—	—	2	6	3	0	3	0	3	6	2	0	2	6	1	8	2	2	0	2		
Straw, " .	1	6	2	0	1	8	2	0	1	0	1	10	1	4	1	8	1	0	1	2	0	8	1	3	0	6	1	6	0	8		
Eggs, per 120. .	4	0	5	0	4	0	5	0	4	4	—	—	4	0	5	0	5	6	5	8	4	6	5	0	4	0	5	0	4	6		
Milch Cows, . .	—	—	—	—	£8	£12.	—	—	£6	£13	—	—	£9	£12	—	—	£5	£12	—	—	£6	£12	—	—	£6	£10	10s.	—	£6	£12		
Two-year old Cattle, .	—	—	—	—	—	—	—	—	£4	£6	—	—	£7	£10	—	—	£9	£10	—	—	£8	£10	—	—	£6	£9	—	—	£4	£9		
One-year old " .	—	—	—	—	—	—	—	—	£2	10s.	£4	10s.	—	—	—	—	£5	£6	—	—	£4	£6	—	—	£2	5s.	£4	10s.	—	£1		
Lambs, " .	—	—	—	—	—	—	—	—	17	0	22	6	18	0	22	0	18	0	24	0	15	0	25	0	14	0	24	0	14	0		

—	1851.			1852.			1853.			1854.			1855.			1856.			1857.			1858.		
	s.	d.	s. d.	s.	d.	s. d.	s.	d.	s. d.	s.	d.	s. d.	s.	d.	s. d.	s.	d.	s. d.	s.	d.	s. d.	s.	d.	s. d.
Wheat, per 112 lbs. .	8	0½	—	7	6	—	13	0	17	6	12	0	18	0	18	12	0	13	0	10	0	11	0	—
Oats, " .	5	6½	—	4	10	—	7	2	8	0	8	0	18	0	10	4	6	6	7	6	6	0	7	6
Barley, " .	5	10	—	5	6	—	8	8	9	11	7	9	10	0	12	4	8	0	12	6	8	0	9	6
Flax, " .	40	0	60	0	49	0	—	—	—	—	—	—	—	—	56	0	93	0	—	—	56	0	80	0
Butter, " .	70	9½	—	65	4	—	71	0	93	0	84	0	98	0	84	0	96	0	94	0	108	0	84	0
Beef, " .	41	2½	—	35	6	—	46	0	60	0	50	0	65	0	50	0	58	0	50	0	60	0	60	0
Mutton, " .	48	9½	—	41	0	—	56	0	63	0	56	0	65	0	56	0	60	8	56	0	66	0	56	0
Pork, " .	36	7	—	32	0	—	45	0	50	0	47	0	50	0	49	0	52	0	54	0	—	—	55	0
Potatoes, " .	3	9½	—	3	6	6	4	0	5	8	5	0	8	0	4	0	5	4	2	6	4	0	5	0
Wool, per lb. .	0	10½	1	0	1	0	1	3	1	4½	0	11	1	1	1	1	0	1	1	1	3	—	—	—
Hay, per 112 lbs. .	1	8	2	4	1	6	2	2	4	0	4	6	5	6	3	0	4	10	2	6	3	6	3	0
Straw, " .	0	9	1	1	0	10	1	0	1	6	2	6	1	8	2	6	1	8	2	6	1	0	1	10
Eggs, per 120. .	4	0	4	6	4	3	4	4	5	0	4	0	6	0	4	10	5	0	5	6	5	3	6	4
Milch Cows, " .	£7	£12	—	£8	£14	—	£8	£13	—	—	£9	£15	—	—	£12	£16	—	—	£12	£17	—	—	£12	£20
Two-year old Cattle, " .	£6	£7	10s.	£4	£8	10s.	£4	£7	—	—	£6	£10	—	—	£6	£11	—	—	£7	£11	—	—	£7	£12
One-year old " .	£2	£5	—	£2	10s.	£5	10s.	—	—	—	£2	£5	—	—	£4	£7	—	—	£4	£8	—	—	£3	£4
Lambs, " .	16	0	24	0	18	0	26	0	19	0	22	0	21	0	27	0	18	0	25	0	18	0	25	0

—	1859.			1860.			1861.			1862.			1863.			1864.			1865.			1866.		
	s.	d.	s. d.	s.	d.	s. d.	s.	d.	s. d.	s.	d.	s. d.	s.	d.	s. d.	s.	d.	s. d.	s.	d.	s. d.	s.	d.	s. d.
Wheat, per 112 lbs. .	9	6	11	6	11	0	13	4	10	0	13	3	8	0	10	7	6	9	6	7	6	8	14	0
Oats, " .	7	0	7	6	8	0	9	4	6	3	7	9	5	0	7	6	5	0	7	6	5	3	6	3
Barley, " .	8	0	8	6	8	0	10	6	6	6	9	6	6	3	8	9	6	0	8	3	6	3	7	8
Flax, " .	35	0	91	0	42	0	91	0	36	0	72	0	56	0	84	0	60	0	88	0	44	0	84	0
Butter, " .	102	0	114	0	74	0	103	0	105	0	108	0	83	0	93	0	90	0	102	0	95	0	114	0
Beef, " .	50	0	62	0	45	0	63	0	58	0	63	0	54	0	60	0	56	0	60	0	60	0	65	0
Mutton, " .	51	4	59	6	56	0	70	0	60	8	67	4	60	8	70	0	56	0	65	4	67	8	70	0
Pork, " .	46	0	50	0	50	0	58	0	50	0	53	0	44	0	48	0	44	0	48	0	47	0	51	0
Potatoes, " .	2	4	5	4	4	0	7	6	4	4	5	6	3	6	4	4	2	2	3	4	2	4	3	4
Wool, per lb. .	1	5	1	6	1	7	1	8	1	6	—	—	1	6	1	9	1	6	2	0	2	0	2	4½
Hay, per 112 lbs. .	4	6	5	8	3	0	4	2	3	0	3	8	3	0	4	0	3	0	3	8	3	4	4	0
Straw, " .	3	0	3	6	1	8	2	4	1	2	2	2	1	8	2	4	1	6	2	4	1	4	2	0
Eggs, per 120. .	5	0	6	8	5	0	6	2	5	10	6	6	5	6	6	4	5	6	6	8	5	6	7	0
Milch Cows, " .	£12	£18	—	£11	£20	—	—	—	£12	£20	—	—	£10	£18	—	—	£15	£20	—	—	£12	£18	—	—
Two-year old Cattle, " .	£7	£13	—	£8	£12	—	—	—	£7	£10	—	—	£8	£12	—	—	£9	£12	—	—	£8	£12	—	—
One-year old " .	£3	10s.	£7	—	£4	£7	—	—	£3	10s.	£7	—	£5	10s.	£7	10s.	£3	15s.	£7	—	£5	10s.	£7	—
Lambs, " .	20	0	28	0	25	0	32	0	24	0	32	0	22	0	33	0	20	0	33	0	16	0	38	0

—	1867.				1868.				1869.				1870.				1871.				1872.				1873.				1874.			
	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.		
Wheat, per 112 lbs. .	14	8	16	0	14	4			12	0			10	4			12	6			12	8			12	0			9	4		
Oats, " .	9	4	11	2	9	8			8	6			7	11½			8	0½			7	8			6	10			9	0		
Barley, " .	10	0	10	6	10	8½			10	1½			8	1½			8	10½			9	1½			5	6			9	1		
Flax, " .	52	0	104	0	64	0	120	0	56	0	96	0	44	0	76	0	64	0	112	0	60	0	70	0	66	7			56	0		
Butter, " .	80	0	105	0	120	0	130	0	108	0	113	0	110	0	130	0	114	0	118	0	100	0	126	0	110	0	140	0	110	0		
Beef, " .	65	0	70	0	60	0	72	6	65	0	80	0	70	0	72	6	70	0	80	0	70	0	85	0	70	0	95	0	70	0		
Mutton, " .	46	8	65	4	56	0	79	4	56	0	79	4	74	8	77	0	74	8	84	0	74	8	88	8	74	0	88	0	74	8		
Pork, " .	40	0	44	0	55	0	57	0	60	0	63	0	52	0	60	0	40	0	42	0	48	0	50	0	50	0	60	0	55	0		
Potatoes, " .	4	0	4	8	3	0	4	8	2	4	4	4	3	4	4	8	3	9	4	9	5	0	8	6	3	8	6	0	2	8		
Wool, per lb. .	1	2	1	6	1	4	1	6	1	2	1	4	1	0	1	4	1	10	2	1	1	10	2	0	1	5	2	0	1	3		
Hay, per 112 lbs.	4	0	4	10	4	0	5	4	3	0	4	4	4	0	4	10	3	6	4	6	3	0	4	0	5	0	7	0	4	8		
Straw, " .	1	10	2	8	1	6	2	8	1	8	2	8	1	10	2	6	2	2	2	8	2	0	3	0	2	6	4	4	2	6		
Eggs, per 120. .	5	8	6	8	5	9	6	8	5	8	6	9	6	0	7	6	6	0	7	0	6	6	7	0	6	3	8	4	7	0		
Milch Cows, . .	£15	£22	10s.		£15	£20			£13	£24			£16	£23			£17	£21			£13	£21			£15	£25			£18	£28		
One-year old Cattle,	£6	£9			£9	£11			£8	£11			£9	£11			£10	£13	10s.		£13	£14	10s.		£9	£14			£12	£16		
One-year old "	£3	10s.	£5		£4	£6			£4	£6	10s.		£3	10s.	£7	10s.	£6	£9			£7	£8	8s.		£5	£11			£6	£9		
Lambs, ...	36	0	40	0	25	0	32	0	22	0	37	0	35	0	38	0	26	0	36	0	25	0	40	0	30	0	50	0	30	0		

Prices of Irish Agricultural Produce—continued.

—	1875.		1876.		1877.		1878.		1879.		REMARKS, PRICES IN 1879.
	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	
Wheat, per 112 lbs. .	9	5	9	8½	10	8	8	3	9	6	} Crop 1879.
Oats, " .	8	2	7	5½	8	0½	8	0	9	0	
Barley, " .	8	8	8	4½	9	0	7	0	9	9	
Flax, " .	60	0	88	0	52	0	82	0	52	0	
Butter, " .	115	0	140	0	110	0	134	0	90	0	} At Cork 1st-quality was quoted low as 76s. and 77s. in July and August.
Beef, " .	70	0	87	6	70	0	85	0	65	0	
Mutton, " .	65	4	84	0	76	0	98	0	74	8	} The lowest top price quoted, 61s. was in October.
Pork, " .	58	0	60	0	51	9½	60	0	46	0	
Potatoes, " .	3	0	4	0	3	6½	7	0	3	6	} Crop 1879.
Wool, per lb. .	1	5	1	8	1	2	1	4½	1	0	
Hay, per 112 lbs. .	5	6	6	0	5	0	6	6	3	0	} Trade very dull through the season.
Straw, " .	2	6	4	0	2	4	4	4	1	2	
Eggs, per 120, .	7	3	9	0	6	4	11	0	5	0	} Crop 1879.
Milch Cows, .	£16	£24	£14	£24	£16	£26	£26	£15	£15	£24	
Two-year old Cattle, .	£10	£12	£10	£16	£10	£15	£10	£15	£9	£14	} Crop 1879.
One-year old " .	£7	£9	£5	£12	£5	£10	£6	£11	£5	£10	
Lambs, .	25	0	42	0	26	0	50	0	30	0	

Sept. 4, 1880.

Charles U.
Townshend,
Esq.

1626A. Are there any other points that you wish to mention?—I was prepared to give some further evidence about the valuation, but Mr. Greene I understand has been examined and he seems to have given the Commission his views on the subject pretty fully. I may mention, I don't know whether the book of instructions given by Sir Richard Griffith to his valuers have been laid before the Commission, it is one of the most interesting books of the kind I have ever read. The fullest information is given as to what is to guide the valuator.

1627A. Baron DOWSE.—That must be what Mr. Ball Greene referred to as having in his office and he said he would furnish us with a copy?—There are two. This is the one for 1839, and this is the one for 1852.

1628. Mr. SHAW.—Which do you consider the most valuable of the two?—The recent one connected with the valuation of 1852. (Copy furnished to the Commission.)

1629. Mr. KAVANAGH.—You mention in the *précis* of your evidence that you would like to refer to some points in the Act of 1852 in reference to showing how the valuation has been made?—I have referred to that already, that is the question of the deduction of poor-rate.

1630. The O'CONOR DON.—You had no experience of the valuation while it was going on, as to how it was carried on?—No.

1631. You do not know how far these instructions were acted on in the actual valuation?—I assume.

1632. You assume that they were?—I have no ground for thinking otherwise.

1633. Mr. SHAW.—You stated I think that the valuation in the south was 100 per cent under the rent as compared with the north?—In districts.

1634. Would you mention any of these districts?—The rich pasture lands.

1635. Of Limerick?—Of Limerick and parts of Cork, Meath, Westmeath, &c.

1636. A hundred per cent.?—And in Clare in an excessive degree. I think Clare is the most extreme in the lowness of its valuation of any county that I know in Ireland.

1637. Don't you think that that arises very much from the great competition that there has been for grazing land owing to the high prices of cattle for some years before 1878?—I think it is owing to the enormous profits that the farmers were able to make.

1638. And the great competition for farms?—I don't think the competition is so great in these districts where the farms are large. I think the great competition for land is where the people are, what in my judgment is too crowded and the holdings too small

for a decent existence. I refer to Roscommon and Sligo more particularly, with which I am also acquainted.

1639. That would not apply though to the south, to Clare for instance?—No, and there there is not the same competition for land. Farms very seldom change hands. Within a period of twenty years when I think back upon it, it is marvellous how few farms have changed hands in my experience.

1640. But the rents must have been raised considerably within the period since the valuation?—Rents in my experience have been very little raised.

1641. On these farms?—And as far as my experience extends, through the counties that I am conversant with, I believe that where rents have been raised is in districts where the holdings are very small. I believe that in the case of large farms the rents are low, and I think the tendency is to show that it is so, because the tenants are asking that the Ulster tenant-right custom should be extended to the south. Now the Ulster tenant-right custom means some kind of saleable interest which they would not possess if a farm was not worth more than they are paying for it.

1642. Baron DOWSE.—But does not the Ulster tenant-right custom mean a saleable interest in land, held at a fair and reasonable rent?—Yes.

1643. Mr. SHAW.—If they are paying 100 per cent. over the Poor Law Valuation don't you think it is rather the presumption that they are paying too high a rent?—Certainly not.

1644. As an ordinary mode of living for farmer's, not as a speculation for cattle raising?—Certainly not. There is precisely the deception that there is upon the minds of those that do not understand the working of the thing. Griffith's valuation is utterly fallacious, and while thirty-three per cent. is about what it is thought would be added to the valuation of Ireland if there was a new valuation, I know districts where they would not add five per cent., and I know districts where if they did justice they would add 100 per cent. It is a question of produce and what the land yields.

1645. CHAIRMAN.—When you say that Griffith's valuation is fallacious, you mean as a basis of valuation of rent?—Yes; or of Imperial taxation.

1646. Baron DOWSE.—In consequence of the way it was originally undertaken, beginning in bad times in the south and going on to the north, and deducting a poor rate which was higher than it is now?—Yes, and another element is that the valuation occupied about twenty-five years, from 1840 to 1865. I hope that if the Government should at any time see fit to bring in a bill for the revaluation of Ireland, that they will say divide it into provinces and let the valuation go on simultaneously in them.

1647. It ought to be done contemporaneously through the country?—And it ought to be done within a couple or three years. It will cost no more to employ twice as many hands to do it within a reasonable time than if it were to drag on for years.

1648. In fact if you go on making the valuation for twenty-five years, it is the difference between a man insuring his life at twenty-five and insuring it at fifty?—It is utterly absurd to occupy twenty years in making a valuation of the kind. It ought to be completed within a couple of years. The Acts of Parliament that I have referred to were dated 1826, 1836, 1846, and 1852. Since 1852 there has been no change made in the valuation of land in Ireland. I might call the attention of the Commission to this, that that valuation was made at a time of depression, and that the valuers were bound to exclude from their consideration all improvements made within the seven years preceding the date on which they were on the ground. That valuation was published from 1853 to 1864. Since that date millions of money have been laid out on the land by the landlords or by the tenants, and the valuation has never been altered. Another element of distortion. The valuation of land has not been altered, the valuation of houses is altered year by year. If a house is built the reviser, as he is called, goes out the next year on getting notice and raises the valuation, or fixes the valuation of the house. If a house be levelled he strikes it out. If land be doubled in value by improvements he has no power to raise the value of that land one shilling. The valuation of land at this moment is the same as it was made in 1853. There ought to be in my judgment some fixed date for the re-valuation of land. Fourteen years was the time that was named in the Act of 1852.

1649. Baron Dowse. — If the valuation were revised or a new valuation made, as you suggest, that would be of great use, if it was done on proper principles, great use as a guide to rent, would it or would it not?—I see elements of difficulty as regards that question at the present time if it were taken as a rent value, because it is held that the tenant has improved the land largely, and the valuator is bound to put a value on the place as he finds it, including the improvements by the landlord and the improvements by the tenant, if there be any by either, and if he were called upon to make a rent value, as far as I can at present see, there should be two valuations.

1650. I did not suggest he should make a rent value, because it occurred to me in that way, and Mr. Ball Greene mentioned it also, there is the tenant's interest in the land represented by his improvements, and the landlord's, and of course the valuator would value the whole as he is valuing for the purpose of taxation, imperial or local. That would represent the then value of land without severing the landlord's interest from the tenant's, but would it not be a help for any person who was called upon subsequently by either landlord or tenant to ascertain what the landlord is to get?—It would be a great help for all purposes to have a new valuation.

1651. Even for rent purposes?—Even for rent purposes, it would also get rid of a great deal of heart-burnings. That question put by the honorable member to the Chairman's left, who says, that because rent is 100 per cent. over Griffith's that probably it is an exorbitant rent; if a valuator goes on the land it will probably be found that it is not an exorbitant rent.

1652. It would be a help at all events?—It would be a help, and it would be fair to test the question from a disinterested quarter whether the complaint of the tenant is right or not.

1653. Mr. SHAW.—But in the North there is no such thing as raising the rent?—The complaint in the North is that the effort is to raise the rents and so eat away with the Ulster custom

1654. But under the Ulster custom the raising of rent is a very unusual thing. Do you think prices alone are a test for raising rents, that that is a chief element?—Certainly not.

1655. Therefore you would not, because prices now are higher than prices ten years ago, you would not therefore raise the rents?—I should take into consideration the various elements that one ought to consider, locality, market, elevation, means of communication. For instance, since the valuation of 1853 was made I don't know how many millions of money have been expended in opening up the country with railways that has tended to raise the value of distant lands, just as our improved shipping has brought the produce of America to our shores, and raised the value of lands in America, and equalized prices in that way.

1656. And the habits of the people; the people have to pay more now for labour; have you considered that?—I have considered that question very anxiously. They have to pay more for labour, but there are two elements that must be taken into consideration when that question is considered, one is the improved machinery that is now in use, labour saving machinery.

1657. Not for small farmers?—Not for the small people in the west that I have spoken of, but throughout Ireland. We have as large holdings as there are in England. We have a large middle class of medium holdings where they do not possess those implements and machines, but a man in a district buys one and hires it out.

1658. The farmer then has to pay largely for it?—The farmer pays for it, but he gets his corn cut in a day when it is fine, he can thresh it and sell it at once, and on the whole transaction he saves considerably, and it is because he saves he does it.

1659. Because he cannot get labour as he used?—Because he cannot get labour, and because he would also rather use the machinery. Another consideration in my judgment is, Ireland contains about twenty millions of acres in round numbers, of which five millions are mountain, moor, or water, waste in one way or another, leaving the fifteen millions arable and pasture, and of that about eleven and a half millions are pasture. Since Griffith's valuation was made, one and a half millions of land in round numbers, that was then in tillage has been converted into pasture, saving labour to a very large extent, cattle eat and fatten, and there are no labour bills to pay, and on that one and a half millions, the labour is enormously lessened, in fact practically disappeared.

1660. But would you not take into account all the habits of the people, that their food costs them much more than it used, they have given up the use of potatoes as a common food, and now buy a great deal of their food?—I am happy to say the condition of the people has improved enormously in the country, their food is better, their clothing—I am sure sir that you going through the country know how that is improved, and another element is the means of conveyance, they used to walk to market, now they drive.

1661. As to thrift in the north, don't you think there is a great deal of thrift in the south among the Celts?—I don't think there is as much thrift as in the north.

1662. I will now only refer you to one estate; do you know the estate of the Duke of Devonshire in Waterford and Cork?—I just know it.

1663. Don't you think there is thrift and habits of saving there as much as in any district in the north?—I think such estates as the Duke of Devonshire's and the Fitzwilliam estate, and many others are patterns.

1664. The people are all Celts there?—Don't understand me as saying a word against those in the south. I am a Southerner myself.

The witness then withdrew.

Sept. 4, 1880.

Charles U. Townshend, Esq.

Sept. 4, 1880.

William L.
Bernard, Esq.

WILLIAM LEIGH BERNARD, Esq., Barrister-at-Law, Chief Clerk to the Commissioners of Church Temporalities in Ireland, examined.

1665. Baron Dowse.—Mr. Bernard, I wish to ask you a few questions upon a matter that you seemed to have turned your attention to very much. You are acquainted with the working of the clauses of the Church Act, for selling the interest of the Church Commissioners to the tenants?—I am.

1666. And also to a certain extent I believe with the working of the Bright clauses, as they are called, of the Land Act?—Yes.

1667. Now the clauses in the Church Act of course were passed the year before the Land Act?—They were.

1668. Do you say there is a difference between the clauses of the Church Act and the clauses of the Land Act?—Yes, as regards the mortgages.

1669. Would you just be good enough to state to Lord Bessborough and the other Commissioners what is the difference?—In the case of the Irish Church Act, the tenant who purchases his holding may borrow, from any source he pleases, on the security of his holding, the proportion of purchase-money required to be paid in cash if he has not got it himself. In the case of the Land Act he is prohibited from doing so, and must himself be the possessor of the required proportion, as any subsequent mortgage would be deemed an alienation of his holding.

1670. Do you consider that this is a reasonable distinction?—I think it has prevented the Bright clauses of the Land Act from working harmoniously. I feel fortified in that opinion from knowing that the sales under the Church Act would not have been anything like as successful as they were, only for the fact that there were such facilities for getting money elsewhere.

1671. Was there any reason suggested why there should be that distinction made?—The only reason I have heard is that the Treasury did not consider it desirable to lend money to a tenant-purchaser except he had himself the required proportion of the purchase-money.

1672. But did the Treasury not lend the money under the Church Act?—Not directly to assist the tenants, but as a loan to the Church Commissioners on the security of the Church property at large. I never could understand why there should have been such a distinction between the mortgage procedure under the two Acts. I explained in a pamphlet, under the title of "Suggestions for the extended establishment of a Peasant Proprietary in Ireland," how the Bright Clauses of both Acts had worked.

1673. I am bound to say, until I came across your pamphlet—though I was in Parliament when the Church Act was passed, and had a good deal to do with the Land Act in office—I never saw the distinction before, but if that were remedied, it would greatly facilitate the progress of loans under the Bright clauses?—No doubt it would.

1674. Are there any other amendments that you think are required in the purchase or Bright clauses. Are you aware that the Treasury don't lend unless it is a first charge?—I am.

1675. Is that so under the Church Act?—It is the fee-simple the Commissioners sell, but a glebe vested in the Commissioners, subject to a rent, was sold in the same way as a fee-simple estate.

1676. CHAIRMAN.—They would sell the entire interest in fact?—Yes; they would deal with the purchase-money in exactly the same manner, as in the case of a fee-simple estate. I may mention that the report of Mr. Shaw Lefevre's committee recommended that the alienation clauses of the Land Act should be repealed.

1677. Baron Dowse.—Do you think it would be an advantage if they were?—I do.

1678. I gather from this very valuable pamphlet of yours that the working of the clauses in the Irish Church Act, the purchase clauses, has been successful rather?—Very successful.

1679. You say that in the report presented to Parliament in 1879, the Commissioners state—"We continue to receive reports of improvements effected on their lands by the new owners, and another year's experience confirms the opinion which we have already recorded as to the beneficial results of the provisions in the Irish Church Act for creating a body of small proprietors." Now, your own experience leads you to agree with that?—It does.

1680. I believe it is also a fact that notwithstanding the agricultural depression in Ireland the arrears of terminable annuities at the 31st December, 1879, amounted only to £3,300 out of a revenue of £35,800. Is that so?—Yes.

1681. And a large portion of such arrears only become payable on the previous 1st October?—Yes.

1682. So that there has been a remarkable punctuality in the payment of the annuities?—Yes.

1683. If, then, the alterations were made in the clauses of the Land Act with reference to alienation and also with reference to the manner in which the Treasury is inclined to lend the money, do you think it would be likely to extend the utility of those clauses?—I am sure it would. I may mention with regard to the arrears that since the publication of my pamphlet there was a Parliamentary paper published which gave the entire arrears due to both the Board of Works, and the Church Temporalities Commissioners.

1684. What you say is that since the publication of your pamphlet a return to the House of Commons dated 7th June, 1880, gives valuable statistics on the matter?—Yes.

1685. Do you think it would be useful or advantageous as a rule to create a body of peasant proprietary in Ireland?—I do. I think it would tend to make people more loyal in country places. When a man becomes the owner of a little plot of land of his own he looks with different eyes on current events.

1686. The possession of property makes him wish to have no disturbance in the country, and to have no change in property—violent change in property?—Yes.

1687. But do you think that that is feasible as a general scheme over the whole country, or would you prefer the creation of a peasant proprietary by gradual means?—I think it would be better by gradual means.

1688. For instance, by an enlargement and development of the Bright Clauses of the Land Act, rather than for the Government to take and hand over all the fee-simple estates in the country?—I would be against any wholesale purchase.

1689. I suppose you consider that those peasant proprietors, in addition to being made more loyal themselves, and being contented with a reasonable and fair settlement of property, would be a good example to their neighbours?—I think they would. I may say with regard to lending on mortgage I would go further even than the Irish Church Act has gone. It would be in favour of a discretion being given to whatever Board had the administration of affairs to allow the whole money to remain out on mortgage.

1690. The O'Connor Don.—The whole purchase-money?—The whole purchase-money.

1691. And the whole of it to be given by the Government?—Yes, on the same principle that the tithe rentcharge has been sold to owners entirely on credit converted into an annuity spreading over fifty-two years under the Irish Church Act.

1692. Baron Dowse.—You have some suggestion on page 14 of your pamphlet as to how the capital is to be obtained for the purpose. You have a scheme by which you think the purchase of those small holdings can be facilitated?—Yes.

1693. Would you just state to the Commissioners particularly the outlines of that scheme, without

entering too much into detail?—I think that there are many landed proprietors, such as proprietors who have bought estates since the Incumbered Estates Act passed, who, having no family associations with their properties, are in a measure thoroughly disappointed with their purchases.

1694. You believe there are some in that position?—I do, and I think that such parties would be very glad to get a fair value for their estates from a public Board, and be very willing to take State debentures in place of purchase-money for them, and I think in that way those estates might be purchased without the Government being embarrassed by having to raise money through the National Debt Commissioners, which they would have to do under ordinary circumstances.

1695. Then what do you mean by saying "How is the capital to be obtained for the purposes of the properly constituted body, which is to purchase the estates to be sold to the tenantry." This would be some body appointed by the Government?—Yes; some such properly constituted body as that recommended to be appointed in the Report of Mr. Shaw-Lefevre's Committee.

1696. And then you point out the means by which you think they can get the capital?—Yes.

1697. And you think that that capital can be got by these state debentures?—I think if they were guaranteed by the Treasury there would be no doubt.

1698. But you don't point that out as a mode of obtaining property generally through the country, but particular individual estates that the owners were willing to sell?—Yes.

1699. You would not force any proprietor to sell his estate?—No.

1700. Do you think the stamp duty and legal expenses of conveyance and matters of that kind form an impediment to the spread of peasant proprietors?—I think they do, taken in connexion with solicitors' bills of costs.

1701. That is an important item?—It is.

1702. Is there any way that you suggest by which that could be got rid of?—I think that the Commissioners appointed to deal with the tenants might add some small per-centage to the purchase-money, and give the tenants a conveyance without any further charge. A precedent for that will be found in the action of the Board of Woods, Forests, and Land Revenues. If you go to redeem a quit or crown rent payable to that Board the purchase-money includes a conveyance which is given to you without any extra charge and no trouble with the solicitor.

1703. With reference to your own body, the Church Commissioners, when any man bought from you his holding, how was that managed?—At the earlier stages when Mr. Ball was solicitor to the Commissioners, the tenant had the option of employing either him or his own solicitor; and there was a low scale of fees for conveyances adopted by the Commissioners, and they did not allow Mr. Ball to charge anything more than those fees. That was intended by the Commissioners more for an advantage to the tenants, so that if they chose to employ their own solicitors they could say to them "We can get the conveyance prepared and completed by the Commissioners' solicitor for us for so much, and we won't pay you any more." I believe, as a matter of fact, this arrangement gave Mr. Ball a monopoly of business, so much so, that when the Commissioners had an opportunity, in 1876, of making a change in their solicitor's department, they prohibited their solicitor from preparing these conveyances altogether. It was the action of the Incorporated Law Society, in objecting to the Commissioners' solicitor preparing the conveyances that led the Commissioners to some extent to arrive at that decision.

1704. Suppose a man was tenant to a See and had twenty acres of land, and that afterwards when the disestablishment of the Church took place and the reversion expectant on his tenancy was vested in the Church Commissioners and they sold it to him under the Church Act, how much would it cost that man, in

addition to the purchase money proper, for legal expenses, if the Commissioners' idea had been carried out?—The costs would vary according to the amount of the purchase money. The Commissioners at that time notified to each purchaser "that Mr. Ball, their solicitor, was bound to prepare and register each conveyance (if desired by the tenant) and each deed of mortgage at the following fixed charges including everything but stamp duties and office fees; namely, when the purchase-money does not exceed £200, two guineas, when it exceeds £200 but does not exceed £500, three guineas. The purchaser can however employ his own solicitor to prepare his conveyance, should he think proper to do so, in which case there will be no approval fee payable to the solicitor of the Commissioners; and it was further notified that the mortgage must be prepared by the Commissioners' solicitor in every case."

1705. Now the Church Commissioners, consisting as we know of the gentlemen whose names are familiar to us all, thought that was a reasonable proposal?—They did.

1706. Do you think it would be a reasonable proposal?—Yes. If it had been carried out in the way they proposed.

1707. Is there anything to prevent its being carried out now if that properly constituted body had charge of it?—The work might be done cheaper.

1708. Mr. SHAW.—The solicitor objected to that scale of charges?—No; he did not object to it, but when the Commissioners framed that scale, particularly with regard to mortgages, they intended that the scale of fees was to be regulated by the amount to be secured by each mortgage, and the way Mr. Ball interpreted it was, that the scale referred to the amount of purchase-money, and that no matter what sum a man paid in cash, on account of the price of his holding, the fees for the mortgage were to be assessed on the total purchase-money.

1709. Baron DOWSE.—I believe that was one of the matters that led to the dispute between the solicitor and the Commissioners?—I think it was; but there was no litigation on that point.

1710. The O'CONNOR DON.—Did the Incorporated Law Society take any action to induce the Commissioners to change their course of proceedings?—They sent a communication to the Commissioners asking them to prevent their solicitor from doing business for the tenants.

1711. CHAIRMAN.—That was to prevent his acting in a public capacity, and also in a private capacity?—Yes.

1712. Baron DOWSE.—But the Commissioners offered to the man who purchased, the option of Mr. Ball being his solicitor?—Yes.

1713. Was the action of the Law Society to prevent Mr. Ball doing a thing even if the client was anxious to have it done?—Yes. The way they put it was that Mr. Ball was taking an advantage of his position to monopolize this class of business.

1714. The O'CONNOR DON.—Did the Commissioners change the course of proceeding in consequence of this representation from the Law Society?—They did not for some time until they made a change in their solicitor's department. Since 1876 the Commissioners' solicitor has not prepared conveyances in any case.

1715. But you cannot give us a reason why they did make that change?—I think the principal reason was that it gave such dissatisfaction to the legal profession.

1716. But there was no reason for supposing that course had broken down with regard to the clients?—No.

1717. Mr. SHAW.—And the tenants now have only to make their own bargain with their own solicitor?—Yes.

1718. The O'CONNOR DON.—You are aware the Incorporated Law Society have a scale of charges?—I am not aware of the existence of such a scale, but I believe there is a scale in force for the use of the taxing-masters.

1719. Baron DOWSE.—It is sufficient to say that, according to your judgment, the Commissioners' scheme operated beneficially to the tenant?—It did.

Sept. 4, 1880.

William L. Bernard, Esq.

Sept. 4, 1880.

William L.
Bernard, Esq.

1720. With reference to the London Companies, I see that you state that the London Companies and trustees of charities and other lay corporations in Ireland have altogether more land than the Church Commissioners?—Yes.

1721. And you see no reason—in point of fact you are of opinion that these parties should be enabled, or to a certain extent obliged, to sell the land to the tenants; is not that so?—Yes.

1722. With reference to the question of capital that you told us has to be raised, you suggest the creation of this land stock for that in the way you have already mentioned?—Yes.

1723. Mr. SHAW.—You would require the State's guarantee for that, or would you think the property itself would be sufficient security?—I think the property itself ought, perhaps, to be sufficient.

1724. The O'CONOR DON.—And who would collect the annual payments from the person who had purchased?—The newly constituted Commission would be the collectors.

1725. Baron DOWSE.—And is this your opinion, to facilitate the tenants on the estates of the London Companies and other lay corporations becoming the proprietors of their holdings, you would suggest that these corporations be required by statute to convey their lands to the administrative body you have referred to?—Yes.

1726. Upon such terms as might be decided by some impartial tribunal, and be paid the purchase-money of such lands in the stock proposed to be created?—Yes.

1727. Then with respect to the tenants on other estates, you suggest permissive legislation to enable owners of land to sell their property direct to the administrative body, in cases where they are willing to receive payment of the value thereof in stock, making due provision for owners under disability?—Yes.

1728. Those disabilities would comprise minority and lunacy, and I suppose you would also make provision for owners who are only limited owners as compared with owners in fee?—I would.

1729. You think on the whole that would work well?—Yes, and I think if the Settled Estates Bill at present before Parliament (Lord Cairns' Bill), or some measure of that kind were passed, a number of difficulties would be removed.

1730. But in the case of a Corporation there are no difficulties of that kind, nor in the case of owners, who are practically owners in fee if they are willing to sell, there is no difficulty?—No.

1731. The effect of that would be to create a healthy body of peasant proprietors throughout the country, that would be advantageous to the proprietors themselves, and set a good example to their neighbours?—Yes.

1732. You give a summary in this very valuable pamphlet of yours of your suggestions, you suggest the creation of 3½ per cent. land stock?—Yes.

1733. And you think that would without encroaching on the ordinary resources of the nation, provide the capital required?—Yes.

1734. Then you would suggest charging orders in place of ordinary conveyances and mortgages in the case of sales to tenants, and you would exempt those from the ordinary stamp duty as conveyances?—Yes. A simple form of charging order to be printed in each case, like an ordinary Landed Estates Court conveyance, and executed in duplicate, such form to be framed so as to operate both as a conveyance and a mortgage.

1735. And you would extend to purchasers the exemption that is allowed to borrowers from building societies?—I would.

1736. And the privileges allowed to such borrowers as to re-conveyances on the purchase money secured by mortgage, being paid?—I would.

1737. As to the London Companies, you are aware their land is entirely in the county Londonderry?—Yes; almost entirely so.

1738. And they are the proprietors of the larger part of that county?—They are.

1739. Are you aware that some London Companies have lately sold their estates in bulk to individuals?—I am not.

1740. Are you aware they refused to sell them to tenants?—I never heard that.

1741. I don't know how it is myself, it is only rumour, have you ever heard that they refused to divide it so as to enable the tenants to get it?—I never heard it.

1742. But you are aware that one or two Companies have sold land to a proprietor?—No.

1743. Did you hear that Sir Hervey Bruce purchased the Clothworkers'?—No.

1744. Are you aware that lately in the Rolls Court a suit has been instituted for partition between some Companies as to land they hold jointly?—I am not.

1745. As I said already these London Companies are absentees?—They are.

1746. But numbers of them are very liberal to schools and institutions?—They are.

1747. The Irish Society is one of those Companies you are aware that owns practically the soil of Derry?—Yes.

1748. They spend a great deal of their income in that locality?—Yes.

1749. Did you ever hear that they are not liberal in granting leases?—I am not acquainted with the transactions of the Irish Society.

1750. The ordinary lease that a man would like to build upon in Derry is somewhat different from what a man would build a house on in the west-end of Londonderry?—Yes.

1751. And don't you think it is not a very prudent thing to introduce London rules into Derry?—I think not.

1752. Then you are of opinion that these parties ought to be obliged whether they like it or not to sell to the tenants?—Yes, I think there are as good reasons for taking the land from those bodies as there were for taking the lands of the bishops and clergy.

1753. But it is quite a different thing with a private landlord who had ancestors and associations connected with the locality, you would not force him to sell unless he liked?—I would not.

1754. How did you agree with the tenants under the Church Act as to the sum to be paid?—The Irish Church Act threw the onus on the Commissioners to fix the price of each holding. They sent their valuers to inspect the land and report to the Commissioners their opinion as to the value, and the Commissioners after considering that valuation fixed a price on each holding, and sent a formal offer by post to each tenant offering him his land at a fixed price, and giving him three months to consider the offer made. They also sent him a form of reply to fill up stating that he accepted their offer, which required him to specify whether he was prepared to pay the whole of the purchase money in cash or any particular proportion, and in cases where he proposed to secure part by mortgage the number of instalments he proposed to extinguish that mortgage by was always required to be stated.

1755. Then supposing he offered a less price?—The Commissioners, as a rule, would not consider any such communication.

1756. They considered that they had fixed a fair price themselves?—Yes.

1757. Did you find ultimately any great difficulty in disposing of the property to the tenants upon the terms suggested?—No; when they had the means of paying for it. At the beginning a great many tenants did not accept the offers of the Commissioners, I believe because they did not understand them, and when the Commissioners got through offering all the lands to the tenants, they, before commencing to sell to the public, offered a second time to all the tenants who had been offered their lands in the early stages, with the result that a large number of them came in and purchased.

1758. And those that did not come in and purchase?—Such lands were sold to the public either by auction or by advertising for tenders.

1759. The Commissioners are bound by Act of Parliament to give a right of pre-emption to the tenants?—Yes.

1760. And you found that worked smoothly enough?—Yes.

1761. Your experience then extends over the whole of Ireland?—Yes.

1762. Because it was See lands and church lands?—It was principally glebe lands that had been in the occupation of the clergy that were sold to occupiers. The tenants of see lands chiefly held in perpetuity.

1762A. That was in every county in Ireland?—It was of course more in Ulster than any other county.

1763. Those were what were called the Ulster glebes that the great discussion was about in the House of Commons?—Yes.

1764. The O'CONOR DON.—Was not the vast majority in Ulster?—It was.

1765. BARON DOWSE.—But there were some in other parts of Ireland?—They were scattered all over the country.

1766. Did you find the Ulster tenants more willing to deal than the others?—I think they were all willing to deal.

1767. Did you take into account at all, when you were making the offer to the Ulster tenants, that any of them were entitled to any interest in the land under the tenant-right custom?—I cannot answer that question.

1768. After all what you were selling to them was your interest, and that was subject to whatever right of tenancy they had themselves?—Yes. As regards perpetuity tenures under the Ecclesiastical laws, I am desirous of calling attention to the difference that exists as regards "apportionments" between that class of tenure and fee-farm grant tenures. In the case of a perpetuity tenant having a holding sublet to under-tenants, he might sell his interest to the respective occupiers subject to a *pro rata* proportion of the perpetuity rent, and there was no difficulty in his rent being so apportioned. If I hold an estate in fee-farm, and I want to sell to my tenants, I cannot apportion the fee-farm rent payable, and it always seemed to me very strange that a perpetual tenancy under an ecclesiastical landlord should be treated differently as regards "apportionments," in case of division or sale, from a fee-farm tenancy held under a lay landlord, pursuant to Renewable Leasehold Conversion Act.

1769. CHAIRMAN.—Under the ecclesiastical law, do you mean under the Act?—A see estate in perpetuity under Act of William IV.

1770. BARON DOWSE.—What do you mean by perpetuity, do you mean having bought the fee from the Ecclesiastical Commissioners?—Having bought the fee but holding subject to a perpetual rent under the Church Temporalities Act.

1771. And that can be apportioned?—That rent can be apportioned.

1772. That is by statute?—Yes.

1773. But a fee-farm rent cannot be apportioned?—It cannot. Under some special circumstances it can be apportioned where land is sold in the Landed Estates Court; but as a rule it is not practicable to apportion such a rent unless the estate is sold in the Land Court.

1774. CHAIRMAN.—You think that distinction ought to be abolished?—I think so. There are such a large number of middlemen holding land in Ireland that if you come to carry out a peasant proprietary scheme you will find yourself blocked in many cases by fee-farm grants and it is most desirable that these fee-farm rents should be apportionable as an absolute right and that a man holding in fee-farm and having two or more tenants under him should be able to sell to these tenants subject to the fee-farm rent divided *pro rata* over their holdings.

1775. BARON DOWSE.—Under the old Ecclesiastical Commissioners when there was a sale of the perpetuity there was power to sell a part and apportion the rest and then the Ecclesiastical Commissioners got two payments instead of one?—Two or more.

1776. But that was done by the statute of William

and the Renewable Leasehold Conversion Act did not contemplate that case?—No.

1777. And when they sell in the Landed Estates Court they sometimes sell indemnified against the charge?—Yes; but I believe that has been a serious obstacle to the tenants purchasing.

1778. May not that distinction have arisen from the different nature of the properties with which the parties were dealing?—It may, but in selling them there ought to be some way of compulsorily dividing fee-farm rents.

1779. Under the old system before the Church was disestablished when a man was tenant under a lease, to a Bishop, for 21 years, it strictly speaking in point of law it was only a 21 years' lease, but the Bishop generally speaking let it at a low rate and renewed it every year getting a fine sometimes equal to the rent, but he might if he chose run his own life against the lease, the effect of which would be that if it dropped he would get the land at the end of 21 years. But they recognized a sort of property in the lessee the effect of which was that it enabled him to acquire the fee by dealing with the Commissioners direct and to divide the rent if he sold it to another party?—Yes.

1780. But dealing with the property of the lessee of lives renewable for ever, a private individual if the parties choose is entitled by proceeding in the Court of Chancery to acquire a fee-farm grant, and he has to give the landlord compensation for the loss of his reversion and he has also to give him some compensation for other matters, and he is not allowed to apportion that rent, is that the distinction?—It is.

1779A. The O'CONOR DON.—Do you propose that it should be apportioned, or that it should be placed upon one lot, and the others indemnified?—Whatever course would be most convenient; but I would like to have it in a way that an owner, in fee-farm, of land may deal with his property without going into the Landed Estates Court.

1780A. BARON DOWSE.—There is no doubt about this—if I held 100 acres under a fee-farm grant, subject to a rent of £50 a year, I might sell it to 50 people; but any one of the 50 would be liable for the whole rent?—Yes.

1781. Are these matters at present what many say they are: a barrier?—Yes.

1782. A barrier to the creation of a peasant proprietary on the fee-farm grant estates?—Yes; and there is such a large proportion of the land in Ireland held that way that it is a subject cannot be left aside.

1783. It is a common tenure in Ireland?—Yes; and I don't think the subject has ever been considered before any Parliamentary Committee.

1784. The O'CONOR DON.—Doesn't the rent in these fee-farm cases generally amount to a small portion of the fee-farm estate?—Yes.

1785. Do you think it would be fair to the owner of the head rent to make it divisible amongst this number of persons?—I do not see why he should be placed in a different position from the owner of a Church estate. If it was considered right by the Legislature to put one class into that position, I do not see why the same should not be done in the case of the other larger class.

1786. BARON DOWSE.—One is dealing with ecclesiastical estates where the rent is higher than in the other?—Yes.

1787. MR. SHAW.—If the rent is small there would be no difficulty in putting it into one lot—it is only in case it is large you divide it?—Yes; but if I have an estate and sell it to some tenants, making one of them responsible for the whole of the rent, the owner may not be pleased; he may go to any part of the land he likes, to demand the entire rent.

1788. BARON DOWSE.—It would appear that, instead of dividing it, it could be thrown on one portion?—In the vast majority of cases it could not be thrown on one portion. It would have been much easier to have thrown it on one portion in Church cases than in any other cases.

1789. MR. SHAW.—Do you think the fee-farm rents

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are, as a rule, anything near the value of the holding?—I think, taking them all round, they would probably be something like from one-third to two-thirds of the Poor Law valuation.

1790. I would not think so at all?—In the county Dublin, at any rate, they are. At the same time, I should say in explanation that it is very hard to estimate what they are, there are so many different classes of fee-farm tenures.

1791. You cannot lay down any general rule?—No.

1792. Was there any effort made on the part of the Church body in cases tenants did not agree to the price to arrange it by arbitration?—No.

1793. I suppose there was some principle on which they valued these holdings; did they send valuers?—They sent valuers to visit the lands and to report upon them.

1793A. And where the lands were valued, were the tenants' improvements excluded from the valuation?—I could not answer that question.

1794. What proportion of these lands were sold by auction?—About one-third were sold by auction or by public tender.

1795. And there was no effort whatever to arrange the price by arbitration?—No, the Act did not require it.

1796. In cases where the tenants applied for information as to the grounds of the valuation, were there any answers given, or were facilities afforded?—As a rule there was not.

1797. I know in one case I applied myself in a case I knew to be one of great hardship, and I got a very curt answer from the Commissioners. They would not give me the slightest information, and the whole property of the tenant, to the extent of thousands, was sacrificed?—It was impossible for the Commissioners to re-investigate the details of every case, and the tenants had no right of appeal to arbitration. The Church Commissioners, as a rule, did not approve of the arbitration clauses, having regard to the way they had worked in connection with the compensation sections of the Church Act. In fact those clauses almost invariably worked contrary to the interests of the Church Surplus Fund.

1798. But do you not think they might have made some effort to satisfy the natural objections the tenant would make to a valuation?—I must say this, that whenever a statement was made showing to their satisfaction that the valuation was excessive the Commissioners always reconsidered the valuation and in many cases they did reduce the price.

1799. In this case the tenant had built a valuable house; had made all the improvements on the farm, and had his farm in first rate order, and this farm with all its improvements was put up for sale against the tenant by public auction, and he could get no satisfaction or explanation as to the grounds of the valuation put upon it?—I am not familiar with the precise particulars of the case referred to.

1800. Baron DOWSE.—This must be admitted that the Church Commissioners represent the surplus fund—the landlord formerly—and therefore they had his interest to look after, but the new body—these Church Commissioners will soon be dead and when dead, I suppose their duties are at an end—but the new body that you contemplate would not represent the landlord more than the tenant, and it would be their duty to do what is fair to the tenant, and they would not be looking to any surplus fund?—I think they would have an easier duty to perform.

1801. If an estate was vested in them and they were called upon to sell out the property they would have no interest in adding in the improvements?—No.

1802. CHAIRMAN.—Your suggestion is one Commission to manage the whole system of sales to the peasantry?—Yes.

1803. That Commission following the Church Commission system as far as it has been successful and possessing their powers as much as possible?—Yes.

1804. With such amendments as you have suggested or with any other suggestions that might be made to make them still more practicable?—I think it would

be important that when a holding is offered to tenant such Commission should be in a position to say we don't want any money at all from you.

1805. Giving the tenant the option?—Yes, so that the Commission might say, we will take any money you can give, or if you cannot give any of the purchase-money we will convert the whole into a terminable annuity—into any number of years you choose not exceeding forty-one years.

1806. Not exceeding forty-one years?—The reason I say forty-one is that I am in favour of the adoption of a 4 per cent. table, with a view to create a sufficient margin between the interest payable on the debenture and that payable on the charging orders, to pay the working expenses of the Administrative Body, and provide for contingencies.

1807. Would it be with the view of keeping the payments down to the present rent?—As near as possible to the present rent.

1808. The O'CONOR DON.—Would that not depend on the amount of purchase-money given?—I have put the matter in this way in my pamphlet:—

“I would suggest forty-one years as the extreme limit for terminable annuities. An annuity for that period would be exactly equal to the gross rent where the purchase-money was twenty years purchase, and would be advanced in amount by one-twentieth part for every additional year's purchase or in other words be 5 per cent. on the purchase money.”

1809. You say you would in cases allow the whole of the purchase-money to be advanced by the Treasury?—Yes.

1810. These would be selected cases perhaps?—Well I think there might be some limit made where such a course would not be adopted.

1811. Mr. SHAW.—You would leave it to the judgment of the Commissioners?—Yes, to the judgment of the Commissioners.

1812. CHAIRMAN.—According to the character and the circumstances of the person applying?—Yes.

1813. With respect to what are called the Bright Clauses, in the evidence before Mr. Lefevre's Committee there are several cases mentioned of failure—do you happen to know whether these difficulties have been obviated since that time?—No, I am not aware of any of them having been obviated since.

1814. Not as to the question of the priority of charges—are they still compelled to give priority to every charge that exists?—Yes. There has been no legislation whatever on the report of Mr. Shaw Lefevre's Committee.

1815. Nor has there been any order of the Treasury?—No; I am not aware of any change having been made.

1816. How are the payments collected for the Church Commissioners?—By means of receivable orders through the Bank of Ireland or its branches; in the case of the towns in which there is no branch of the Bank of Ireland, the Bank of Ireland has an arrangement with whatever bank is in that town to receive the money.

1817. Then there is no collection on the spot?—No collection on the spot.

1818. Are there ever visits by persons employed by the Commissioners to go down to see the estates—inspectors?—There are inspectors, but they are not specially employed for the purpose of inspecting lands that have been sold—sometimes when inspecting unsold holdings they have visited holdings adjoining that were sold by the Commissioners previously.

1819. Then there is no arrangement for any report if there is deterioration?—No, there are no special arrangements.

1820. Do you think if it was more general it would answer to have something of the sort?—Yes.

1821. Mr. SHAW.—Are the payments made regularly?—They are very punctually made. There is one other matter I wished to call attention to—about valuations. In case you are dealing with owners of property who wish to sell their estates, I think there would be a great difficulty in fixing the value of their respective properties. The tenement valuation is not reliable in many places, and under the Act of 1852

improvements not seven years executed are not taken into account therein.

1822. **Baron DOWSE.**—Wouldn't that have to be a matter of agreement. If he is one of those men who sell at their own accord you would have to agree with him as to the price, but in reference to forced sales you would have some means of fixing it?—Yes, and whether the Arbitration Board would be the best or not I do not know.

1823. **The O'CONOR DON.**—You have no particular scheme on that point?—No, except that I think the ordinary arbitration tribunals would not be good tribunals.

1824. **Baron DOWSE.**—That is the one appointed under the Lands Clauses Act?—Yes.

1825. When public works are being executed?—Yes.

1826. When there would arise a question under the Lands Clauses Act it is principally whether they should give him something extra for compulsory sale?—Yes.

1827. Would you give these Corporations anything extra for compulsory sale?—No.

1828. You think they should be compelled to sell to private persons as a question of public policy, and as a question of public good?—Yes.

1829. And if they had an opportunity of investing their money they would be as well off as if they kept the land?—Yes.

1830. And better in some respects than if they kept it?—Yes.

Mr. SAMUEL JOSEPH ALLEN examined.

1836. **The O'CONOR DON.**—You were an income-tax surveyor?—Yes.

1837. What parts of Ireland have you discharged your duties in?—In the counties of Galway, Mayo, parts of Roscommon, Tyrone, Fermanagh, Leitrim, Donegal, a small portion of Monaghan and a large portion of the county Cavan.

1838. What were your duties as such?—A portion of the duties were to obtain copies of the rate-books from the clerks of the unions containing the ratings in each union. The income-tax is assessed upon that valuation.

1839. And do you obtain any returns from the landlords?—Yes; the landlords furnish returns in order to have the taxes reduced in all cases where the rent is under the valuation.

1840. Would your duties in connexion with this matter give you an opportunity to ascertain in a rough way the per-centage of the rent over the valuation?—Certainly, sir, because in every case of a tenant farmer who claimed to be exempt from income-tax I had to obtain the rent and the valuation, because if the rent were over the valuation his income would be only assumed to be one-third the valuation; if the rent were under the valuation, his income would be one-third of the valuation and also the ownership between the valuation and the rent.

1841. Would that not only apply to the larger class of tenants who are liable to income-tax?—Yes. Still from being in communication with the poor-rate collectors, who are in many cases income-tax collectors also, and who are usually small farmers, say up to £100 valuation, and being in constant intercourse with them on business, and from going to every part of the country, I had an opportunity of knowing the rent and valuation of small farmers.

1842. And what would you say is the result of your experience as to the proportion of rent over valuation?—I found, especially in the union of Loughrea, that very frequently the rent was double the valuation.

1843. **Mr. SHAW.**—Do you mean 200 per cent.?—Double; that is, a farm valued at £100 would let at a rent of £200. I have seen cases in Clifden, Oughterard, union where it was four times the valuation; but that was the case of a mountain farm, where the mountain would only, perhaps, be valued at £12 or £14 in Griffith's valuation, and might be let for grazing at £35 or £40; but I found in the union of Loughrea,

1831. But if they disagreed there should be some means of arranging the price?—Yes; and I would suppose that an impartial tribunal, constituted something like the Court in a land traverse case would be much better than the ordinary arbitration tribunal.

1832. The land traverse case is only part of the ordinary arbitration. When a public company want to take land for public purposes such as for water works they serve notice, and afterwards it comes before the Government arbitrator; the parties are examined and their witnesses, and then if either party is dissatisfied they can go before the judge with a land traverse, and have it tried by the judge and a jury?—Yes.

1833. **CHAIRMAN.**—As to expenses, do you think it advisable that all the expenses should be included in the purchase money?—I do, and I think the charging order in each case should be printed like an ordinary Landed Estates Court conveyance.

1834. **Baron DOWSE.**—So that all you would require to put in would be the acres, the number and the price?—If the type was up there would be no difficulty in having those particulars also printed.

1835. **CHAIRMAN.**—You think it should be so arranged that the price would not be increased considerably where the title to the property sold was more involved than in another case?—I think a very trifling per-centage on the purchase-money would keep the Commission quite safe for the expenses of conveyancing.

in fact, in all the Galway unions, that the rent varies so much that the valuation is no guide whatever.

1844. **The O'CONOR DON.**—Do you think that the rent in these unions is, relatively to the value of the land, much higher than in other parts of Ireland?—Decidedly. For in the North—in the counties of Tyrone, Fermanagh, and parts of Donegal that came into the Ulster settlement, and portion of Monaghan—the general rule is that the rent is about equal to the valuation; and, in my district, I had 11,000 cases of the rent being under the valuation in these counties.

1845. In the North of Ireland?—Yes.

1846. But I am asking you, not in connexion with the valuation, but in connexion with the real value of the land, whether the land in Galway and the West generally is much higher let than the land of the North of Ireland?—I would not say in a great many cases it is higher let; but what I principally point out is that the valuation, as it stands in the West of Ireland especially, is really no guide to the letting value.

1847. The valuation in the West of Ireland, as contrasted with the real letting value, is much lower than the valuation in the North?—Yes.

1848. **Mr. SHAW.**—Does that refer to poor lands, or did you find it the same with the rich lands?—I found it apply to very first-class land about Ballinasloe. For instance, at Loughrea, Ballinasloe, Mountbellew, Portumna, and Tuam there is land as good as in the North of Ireland.

1849. And the valuation is out of proportion?—Yes.

1850. It is valued higher in the North?—Yes.

1851. Is it grazing land?—A great proportion of it is grazing; but in the unions of Tuam and Claremorris there is a considerable amount of tillage.

1852. The difference is the same there?—Yes.

1853. **The O'CONOR DON.**—Do you think mountain land was valued very low also?—Decidedly. The valuation of mountain land is low, as when it was valued, I believe, the mountains extending from Westport to Galway Bay, were comparatively valueless; but after that the price of cattle increased so much that these mountain farms became very valuable.

1854. **CHAIRMAN.**—These are mountain grazings in connexion with enclosures in the land below?—No, sir; what they usually do with these mountains is principally to feed cattle and sheep upon them until they are fit to bring to market, and they are purchased and taken into better parts of Ireland to fatten.

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1855. And are they charged so much an acre for grazing, and they have land below to bring the cattle down to in winter-time?—No; in these cases, with the hardy cattle, they keep them on the mountains all the year round.

1856. Baron Dowse.—Are these mountain grazings connected with arable land below?—No, quite separate. There are several men who have become rather rich men in that line of the west. They took a whole mountain—the Twelve Pins of Connemara and others—one man will graze a whole mountain, and will have a herd at the foot of the mountain, with a few acres of arable land, and the occupier has no land whatever except what is grazing this stock.

1857. From whom do they take these mountains—from farmers or landlords?—The Law Life Company own nearly the whole of the mountain district, extending from Galway Bay until it reaches Clifden, and in the interior the Law Life Company own the Twelve Pins. There is no other very extensive owner of mountains until you come to the mountains of the Marquis of Sligo, and they run from that to Westport.

1858. Have these proprietors kept these in their own hands and not let them to tenants except for the purpose of grazing?—Entirely.

1859. In Donegal, I think, you will find these mountains are usually appurtenances to the low-lying grounds and the tenants have the right of grazing in common over them?—I found a case in Donegal, in the Union of Ballyshannon, where a large tract of land was held under an old lease; there was one case in particular where there were twenty-two tenants having some kind of interest under an old lease, and having the mountain in common, that is twenty-two holdings scattered about and each of them had a right of grazing on the mountain; but from the Marquis of Sligo's to the Law Life property, the whole property is held direct from the owner.

1860. The O'CONOR DON.—By various tenants?—Generally by grazing farmers.

1861. Baron Dowse.—Do you know whether these landlords got it by eviction or was it never the property of these tenants?—A great deal of Lord Lucan's and the Marquis of Sligo's was got by eviction. I believe there is one tract of mountain there held by Captain Houston, I should say roughly he has from 20,000 to 30,000 acres of these mountains. On these mountains and on the whole of the Erriff valley, by the Erriff river, along from Westport to Leenane, you come upon extensive traces of evictions along the river bank. These tenants had extensive mountain grazing, and these were evicted.

1862. And then the land was let in large holdings?—Captain Houston's, I should think, you could go, without exaggeration, twelve miles from where you meet the first mountain, to where his grazing ends; when you are at Erriff mountains on the left hand, I am told that from Erriff bridge you could go twelve or fourteen Irish miles, and all that grazing is managed by about fourteen or sixteen herds.

1863. The O'CONOR DON.—Has there been much tendency to consolidate farms in the west of Ireland since you became officially connected with it?—Since I have known it in 1869, there has been a tendency, but not on a large scale. I saw where that was an inevitable tendency.

1864. But before 1869, and immediately after the famine?—The famine was in 1846 or 1847, but there is that inevitable tendency. Take any of the Unions of Galway. For some reason or other, if an owner gets a farm into his hands, through any cause, and there was competition for it, he naturally would prefer to let it to a large grazing farmer, where his rent would be paid by cheque, than to let it to a man who intended to farm and work it. So much so, that there is one case, without mentioning names, of a gentleman near Loughrea, who was on relief works in 1846, and now, I should think, he grazes up to 2,500 acres of good land.

1865. Mr. SHAW.—What do you mean by his being on the relief works; do you mean labouring?—Working

as a labouring man. There was another man; he had a small public house and farm in a village near Ballysloe, that man by taking farm after farm is now in the Mansion House, farming—he told me himself about 1,000 acres of grazing.

1866. Of grazing?—Yes; he tills about twenty acres for oats and potatoes, entirely for his own use, the grazing.

1867. Baron Dowse.—The farms these men occupied were formerly held by tenants?—Yes.

1868. Where are they gone?—The great bulk of them have disappeared either by emigration or have flocked to the larger towns.

1869. Or were pushed into the mountains?—I do not think that they were, because when eviction and distress came, in these times, on men in good farms in Roscommon or Galway they never would think of going to the mountains, for the distress in mountain districts was absolutely worse.

1870. Mr. SHAW.—This is in the last few years?—I am speaking of 1869.

1871. The O'CONOR DON.—Do I understand that these gentlemen got possession of the farms, and that the eviction of the previous tenants took place since 1870?—No prior to 1870.

1872. But since 1870 has it come within your knowledge that there has been any very great number of farms consolidated?—Well, the number has been great, but I found it invariably the rule that whenever a farm was in the market, if it was a good grazing farm, it was sure to be obtained by a well-to-do grazier, who had other land.

1873. What is your opinion as to the tendency of the Land Act, has it had a tendency to consolidate or otherwise or no particular tendency one way or the other?—I do not think the Land Act has a tendency to consolidation, except so far as it had a tendency in this way, that where a holding of 50 or 80 acres in one small farm is to let you would prefer to let it to a man who was an extensive grazier, a man would keep it as grazing land rather than to a man who might lay out money on it, and from whom it might be troublesome to get it again. You would be satisfied the grazier would not improve it.

1874. You are not able to say whether consolidation has gone on more since 1870 than between 1860 and 1870?—The consolidation between 1860 and 1870 was far greater than since.

1875. Baron Dowse.—What do you attribute that to?—I think myself evictions were not so numerous.

1876. Do you think the Land Act by compensating the party for evictions in moneys numbered had a tendency to check evictions?—Most decidedly.

1877. It had a tendency to check evictions?—Most decidedly. There are a great many proprietors in the west, excluding large ones, and even including large ones, who would not wish to have to pay any money down.

1878. One would think once or twice, or even thrice, before they brought the tenant and the farm into the market?—Yes. Many of them are not very off; they have many responsibilities; there are mortgages and burdens upon the land. It has been alleged that the Land Act led to consolidation because men preferred one large tenant to a number of small ones.

1879. But he should have to pay the small ones to get rid of them before he could have the large tenant?—Yes; but what I wish to be understood as saying is this: that where for any reason a small farm comes into the landlord's hands, he is more likely, irrespective of the Land Act, to take a large, well-to-do tenant than a small one.

1880. The O'CONOR DON.—And he was so before the passing of the Act?—I take it, his own interest without any Land Act, would impel him to do so.

1881. Baron Dowse.—But if he could get rid of the small tenant before, and take a large one, is there any compensation to the small tenant not a great check?—Yes, it is, no doubt, a great check.

1882. The O'CONOR DON.—Have you had any experience of tenants who purchased their holdings

I was in the north at the time of the sale by the Church Commissioners, and every one of these cases came under my notice; I had to procure a list of every sale for my own purpose from the Church Commissioners in Dublin showing the annual instalments, because in the Church Act there was a schedule attached showing the portion of the income-tax to be deducted according to the number of instalments, twenty or thirty or forty years, and, therefore, I had to get a complete list.

1883. Did you find any anxiety amongst the occupiers to become purchasers?—The greatest anxiety.

1884. Can you give any evidence of how they turned out since they became owners?—I was meeting them almost every day, and in the majority of cases either themselves or relatives had sufficient money saved up to advance the necessary proportion to the Commissioners, and any of them who did not purchase failed to do so through some inability which they greatly regretted. In fact, there was one case, I think there were two townlands, where the tenants petitioned Mr. J. G. V. Porter, of Belleisle, and they were so anxious that he purchased holdings for them, and gave them leases at the same terms as if they had purchased from the Commissioners.

1885. Was that in Fermanagh?—Yes, in Fermanagh. There was no part of Ireland more numerous in sales than the part I was in.

1886. And have you been down there since they became owners?—Yes, I was there for years afterwards.

1887. Did you see any difference in the condition of the land—is the general face of the country improved?—Generally speaking, that part of the country, in fact, all the Church lands in the north of Ireland were very well farmed, with good, comfortable houses, according to the extent of the farm; but I must say there seemed to be the greatest willingness and wish on the part of the tenants to work hard and live frugally in order to pay back.

1888. And no desire to repudiate the annual payment?—Dealing with hundreds of them, I never heard such a thing thought of.

1889. Baron DOWSE.—They are satisfied with being proprietors?—Very much satisfied.

1890. CHAIRMAN.—Looking forward to the time when they won't have any further payments to make?—Most anxious to comply with every condition.

1891. The O'CONOR DON.—I see in the notes you sent in that in Tyrone there was always a large number of perpetuity owners—to whom do you refer?—There are in Tyrone a considerable number of small proprietors.

1892. Who existed there before?—Yes.

1893. Baron DOWSE.—Holding under leases for lives renewable for ever?—Yes, and freehold.

1894. The O'CONOR DON.—Who are the actual tillers of the soil?—In most cases the proprietors, and that is what makes the north and the west different—the man in the north works his farm.

1895. And have these men power to subdivide their holdings?—Except in one or two cases I never looked at the fee-farm grants, but I believe they have.

1896. And has subdivision gone on there, as a matter of fact, to any great extent, or more than in any other parts of Ireland?—I do not believe subdivision is common in the north, because the sons usually take on to shopkeeping, or many of them emigrate or go to Belfast and other large centres.

1897. And where these perpetuity owners exist you did not find a tendency to divide the land amongst the family?—No.

1898. Baron DOWSE.—They generally endeavoured to give their sons an education, and then they go to push their fortunes for themselves—isn't that so?—Yes.

1899. The O'CONOR DON.—According to your experience, are there many leases given in the parts of Ireland with which you are connected?—The leases throughout Galway and Mayo are very few; I had the best opportunity of judging of that, for I took stock of stamps annually in the hands of the Head Distributor in the county, and therefore I was able to judge of the

number of stamps sold, and I have gone over the same lists quarter after quarter.

1900. And the number of leases is very small?—Very trifling.

1901. Do you think they have increased or diminished since the passing of the Land Act?—I think since the passing of the Act very few have been granted, but I do not think before that there was any great desire on the part of the landlord to give leases.

1902. Does the tenant care to take it?—I think he would if he got it at what he would consider a fair rent. All throughout the west there is the greatest anxiety to have an agreement or something that would give more than a half-yearly tenancy.

1903. You think in the west they would prefer a lease, although not of long duration, than a tenancy from year to year?—Yes, even if it was only three years; I never met a tenant-farmer, in the north or west, who would not desire a lease.

1904. Do you attribute the fact that they are not numerous to the unwillingness of landlords to grant them?—Yes.

1904A. Do your remarks with regard to leases apply to the Ulster counties with which you are connected as well as those in Connaught?—I would say there is no farmer, large or small, I have ever met, who would not greatly desire a lease.

1905. Baron DOWSE.—In Ulster would he give up his tenant-right for a lease?—I am not prepared to go so far as that. As far as I see, especially taking the county Fermanagh, there is Lord Enniskillen, Sir Victor Brooke, Lord Erne, and the Archdalls, and, practically, they own the whole county.

1906. And are they good landlords?—Yes. The tenants are very comfortable, and I never heard of any dissatisfaction, but the reason the tenants would not look for or apply for a lease is that they are not offered it, and no tenant would wish to ask the agent or landlord for what he thought was not the custom on the estate.

1907. Doesn't tenant-right exist on all these estates?—Yes, practically in all these properties in the north. There is no fear of any evictions.

1908. The O'CONOR DON.—But both in the north and west leases are quite uncommon?—Yes, any leases that exist are usually old leases, either renewable for ever, or, a few of them, thirty-one years or three lives.

1909. You think leaseholders are better off than yearly tenants under the existing law?—Decidedly.

1910. In what way?—Inasmuch as leaseholders have security.

1911. Security for the duration of his lease?—Yes.

1912. And suppose the lease is not a very long one?—Then he knows exactly what to do during the time of his lease.

1913. Baron DOWSE.—Where there is no tenant-right existing he is better off you think with a lease?—Yes, decidedly.

1914. The O'CONOR DON.—But where tenant-right exists?—Practically where tenant-right exists on well managed estates the tenant is in the position really of a leaseholder, but, at the same time, I believe that, even where the Ulster custom prevails, every one would be gratified if he got a lease.

1915. Baron DOWSE.—Provided it did not sacrifice his tenant-right to get it?—Decidedly.

1916. The O'CONOR DON.—You are acquainted with the county Donegal?—Only so far as it extends from the town of Donegal, fourteen miles into Ballyshannon; from the borders of Fermanagh right up to Donegal is very good land.

1917. You are not acquainted intimately with the western part of Donegal?—No, not with the western part. What I meant to convey was that that portion of Donegal is like part of Tyrone—part of King James's settlement.

1918. Baron DOWSE.—What part of Tyrone are you principally acquainted with?—The union of Clogher and the union of Omagh. Irvinestown is partly in Tyrone and partly in Fermanagh.

1919. The O'CONOR DON.—Have you at all

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considered why the late distress in Mayo produced disturbance while the distress in Donegal apparently has not?—I think it takes very little to agitate Mayo people, in consequence of evictions and the passionate attachment with which they regard the land in their occupation.

1920. It is not due in any way to difference of treatment between them and their landlords?—There never existed amongst any of the northern plantation—when I say plantation I mean counties under the old Ulster settlement—there never is that kind of chronic poverty that exists in Mayo.

1921. You do not believe it existed in Western Donegal?—Take the country from Westport, go from Ballyhaunis, Claremorris, and right up to Westport, there is a large class of people who are in a perpetual state of poverty.

1922. In fact, if they had no rent to pay they could hardly live on their holdings?—There are holdings where they could not live solely by the land.

1923. CHAIRMAN.—Does that arise from the badness of the soil?—Yes, and the small quantity.

1924. The O'CONNOR DON.—The subdivision has gone on to such an extent?—The great difficulty is that the land is so unevenly divided, you will find one part where the farms are large and the country good, and other places where it is over-populated, and the land bad.

1925. You know the country about Swinford?—I was only at Swinford once, but Claremorris Union I know. Of course the condition of a great deal of the west is greatly regulated by a dry hot year. If there is a year like this there could be no distress, for if they have plenty of turf and potatoes there, there is never any distress.

1926. Baron DOWSE.—Isn't it a fact that in that part of the world they consider very good weather what would be thought very little of elsewhere?—Yes. I have seen them in the market place standing under the rain, as if it was quite dry; they did not seem to mind it.

1927. It is generally very wet there?—Yes, as a general rule.

1928. That is generally the rule; isn't there more rain in the west than in the other parts of Ireland?—Yes. The great rain line runs from Cumberland, and I think by Manchester and Liverpool, and then across to Kerry, round by Clare and the west coast into the County Galway. Oftentimes I have seen incessant rain, even in harvest.

1929. CHAIRMAN.—Do you say these are people that ownership of the land would benefit in no way?—I would not apply that generally, because I think a great many of the men who have been in distress this year have been so from exceptionally bad years. There is no reason why in Mayo, with the land even as it is, the twenty acre man should be in distress.

1930. I should have thought that when they are proprietors, whether they are successful or not will depend on the goodness of the soil?—Decidedly; because on any farm, whether it is ownership or tenant, you must have sufficient produce on the average to afford not only subsistence but a margin for bad seasons.

1931. Baron DOWSE.—Legislation would not make the case of any people of that description better, but it could not make them worse?—It could not make them worse off.

1932. And it might make their neighbours better?—No doubt security would better their condition, bad as it is.

1933. Mr. SHAW.—Had the tenant-right of Donegal not something to do with the quietness of the people?—Decidedly.

1934. And the want of security in Mayo has the opposite effect, and accounts for the difference?—I consider the want of security to be the difference—at least it would constitute the difference in the main between the north and south.

1935. Baron DOWSE.—Isn't it a fact that that part of Donegal you refer to—take from Bundoran up—was the property of the late Mr. Thomas Connolly?—Yes.

1936. And it was let very low?—Yes.

1937. And the people were very well satisfied with

the security they had for their investment in the soil?—Yes.

1938. And they had tenant-right to the full extent it was recognised?—Yes, in a great many parts of Galway and Mayo I have found the great tendency amongst every class of farmers was to save money, if they could, and lodge it in bank, so that in case anything occurred, either eviction or raising the rent, they would have something to fall back upon; but there was no anxiety to improve the condition of the land.

1939. Suppose they had their land at a fair and reasonable rent, with a sense that they would be safe while they paid that rent, would they be more inclined to put that money into the land than into the bank?—I believe they would put every pound of it into the land. I saw a remarkable case of the effect of security near Ballinrobe, on Mr. Tighe's property; when he got it it was in a very bad condition, he put the houses into very fair repair, and settled the land, and built walls, and I was quite surprised; it is just as if portion of the north was taken and put near Ballinrobe. I found from the tenants that the improved condition was due: first to the landlord's efforts, and secondly to the security the people had. They considered that no matter what they did to their land in improving it they would not be evicted.

1940. Mr. SHAW.—That is in Mayo?—Yes.

1941. Have they leases?—I cannot say, but to all intents and purposes they looked upon themselves as leaseholders.

1942. Baron DOWSE.—Had that a beneficial effect on the peace of that part of the country? I never heard of a single case of outrage or disturbance of any kind, but on the adjoining property, the old Kirwan property of Shrule, which belongs to the Marchioness de Clifford, if you hear of an outrage it is sure to be in or near that property.

1943. CHAIRMAN.—Did you notice, going about, whether improvements by tenants have increased since the Land Act?—I have seen a very great deal of improvement within the last ten years. I was in that part of the country before the passing of the Act, and I have seen men get out of the bog-hole with their spades to inquire what progress the bill was making in Parliament; and after it passed there was, undoubtedly, a great tendency to improve on a moderate scale.

1943A. Do you know, as a rule, in some parts of the country do the landlords contribute towards the improvements, or are they done by the tenants?—The tenants alone; the landlords contribute in very few cases. I should say men like Lord Clancarty and Lord Clonbrock have done a good deal for their tenants.

1944. Are these properties on which tenant-right exists?—There is no tenant-right in Galway or Mayo.

1945. Baron DOWSE.—Is a man allowed to sell his holding?—He is not allowed, but it may be done in this way, it is entirely optional with the agent if a tenant gives up, whether he will accept the tenant to whom the old tenant sells his interest.

1946. His judgment is to be exercised in every individual case?—Yes; and I found a decided tendency in agents or landlords to look upon any improvements as their own, and if a farm was to be given up the first thought was what increased rental they could get.

1947. And that was to be estimated on the actual state of the farm, including the tenant's improvements and everything?—Yes.

1948. CHAIRMAN.—That is by paying compensation for disturbance?—That is if they wish to disturb him, but if he goes without disturbance it is only a model landlord who would give him compensation.

1948A. But he would get compensation for improvements even if he left voluntarily?—I did not know that.

1949. Baron DOWSE.—Did you ever hear of a case of unexhausted manures in Connemara?—No; it is pretty nearly exhausted before the land is surrendered; I do not know much about unexhausted manures.

1950. Do you think there is much increase of rent in the country as a rule?—I don't think there has been any general increase. There have been a few cases. I have always found that land sold in the

courts were worse for the tenants, for it would sometimes be bought by a grocer or speculator or someone of that kind, and the first look he takes after his property is to see would it give 5 per cent. Finding it does; he does not see why it should not give six, and then he says the man who pays £10 can pay £2 more; the man who pays £12 can pay £15, and so on, and then if he comes to sell it again, and anyone purchases it on the rental, he is a considerable gainer.

1951. Is the tenant able to resist that demand?—Practically no.

1952. And it would be an advantage he should?—Yes.

1953. You know the Ulster tenant-right custom?—Yes.

1954. You know what it is; the land at a fair rent; without fear of disturbance; the right of free sale with a reasonable veto on the part of the landlord?—Yes.

1955. Do you think it would be well to extend that to the rest of Ireland?—I must qualify it as to the grazing farms.

1956. I am referring to land within the Land Act. Do you think it would be beneficial?—Yes.

1957. Do you think the country would be better off under a regime of that sort?—Decidedly.

1958. Do you think that that would discountenance schemes that have no validity in them and would satisfy the tenant?—I believe it would. I do not believe the men in Mayo, who are speaking and raising the present agitation, believe in half what they say. I am quite certain they do not, and I am quite sure their audiences believe less, but they do it on the principle that some beneficial measure may be passed.

1959. On the principle that the louder they shout the more likely is assistance to come?—There is a general belief throughout the west that “a dumb priest gets no parish”; and they believe without making their wants known nothing will come of it.

1960. CHAIRMAN.—Do you think, on such properties as Lord Clancarty's, Lord Clonbrock's, and other landlords who assist in the improvements, the tenants would like to be compulsorily brought under the tenant-right system, when the landlord's assistance would probably cease?—Decidedly; because although

the present proprietor may be the best of men and one upon whom they can rely, they don't know who his successor may be. Sept. 4. 1880.
Mr. Samuel
Joseph Allen.

1961. Baron DOWSE.—And if a landlord makes improvements on his estate for the benefit of his tenant the landlord can be compensated by increased rent?—Yes.

1962. And wouldn't it be reasonable that the tenant should give some increased rent to compensate the landlord for his improvements?—Yes.

1963. CHAIRMAN.—Suppose the tenant had security that if at any time the system of landlord improvements ceased, he might then claim his tenant-right?—I take it that anything that will prevent litigation in the shape of enforcing these legal claims should be encouraged. In fact in the case of a small holder they put him to great expense, and in the meantime his interest in looking after the land is neglected. I think anything in the shape of a lease, defining exactly the relations between landlord and tenant is far better. I believe the lease is the best remedy.

1964. Baron DOWSE.—How would you arrange the question of fair rent—would you have a valuation or arbitration?—It is the only way, there must be some independent arbitration.

1965. If the tenant is to get the land at a fair rent, and if there is any dispute as to the fair rent, that is to be settled by arbitration, and if when it is settled, the tenant is bound to pay it, and is allowed to sell his interest in the land, giving a reasonable veto to the landlord; the tenant only to be evicted for non-payment, or the breach of some condition it is right to enforce, isn't that practically a lease?—Yes.

1966. And, if an Act is passed, isn't it a lease by Act of Parliament?—Yes.

1967. And would not that answer all the purposes of a lease?—Yes, but of course there exists the necessity of having an independent valuation, Griffith's valuation is practically useless for rent purposes; it is equally useless for income-tax purposes or local tax purposes, because it does not bear a fair proportion; the demesnes and mansions of the principal proprietors are valued ridiculously low; even for ordinary local taxation purposes it has served its day, and is done for. No man in his senses in the west of Ireland would buy a farm, taking Griffith's valuation as a basis, nor would he sell it or let it on it.

ROBERT EDWARD REEVES, Esq., examined.

Robert Edward
Reeves, Esq.

1968. The O'CONOR DON.—You are a land agent, Mr. Reeves?—I am.

1969. In what county?—In Limerick and in the Queen's County; and in Tipperary I am a tenant farmer.

1970. Do you reside in Tipperary?—No, I reside in the Queen's County. I am a landlord in Limerick, Tipperary, and Kilkenny.

1971. In what part of Limerick are the estates of which you have the management situated?—Croom, Rathkeale, and Ballingarry, adjoining Lord Devon's estate.

1972. Is that mixed land?—Well, the whole of the land near Ballingarry is, I may say, grazing.

1973. Dairy farms?—Principally dairy farms.

1974. The farms are pretty large, I suppose?—Yes, from 50 to 150 acres. In the neighbourhood of Croom the land is mixed, tillage and dairy, and towards Rathkeale it is almost altogether tillage.

1975. How does the valuation go in that district, is it lower or higher than the rent?—I think nearly all the old tillage farms are let at about the valuation, but, with regard to grass farms, they are let at about 20 per cent. over the valuation.

1976. That, I suppose, is owing to the high price of cattle?—Yes, and the consequent competition for grass land. I think the people consider the grass land better value at 20 per cent. above the valuation than they do the tillage land at the valuation.

1977. How long have you been a land agent in that county?—Nineteen years.

1978. Has there been any raising of rents during that period to any serious extent?—No, we have rather reduced them.

1979. Within the last couple of years, I suppose?—No, I have been reducing the rents of tillage lands since 1868, particularly the lands about Croom, which were let very dear. I have reduced them to about the poor law valuation.

1980. Do you find that the tenants are able to live pretty well upon that arrangement?—I think they ought; if they exercised proper industry they ought to be able to live very well.

1981. Have there been ejectments or changes of tenancy to any extent on the property?—I have never evicted a tenant. When a tenant is completely ruined and cannot get on, I allow him to sell his interest; whatever rent he owes I deduct out of the purchase-money, and hand him over the balance.

1982. That is very much like the Ulster tenant-right, in fact?—It is.

1983. You get your rent and you get a better tenant sometimes?—I don't always get a better tenant.

1984. At all events you expect to get a better tenant?—I do. I expect it. I don't always get it.

1985. Have you had a consolidation of farms to any extent in your district?—Not to any extent. I have thrown in a few farms to larger men, in cases

Sept. 4, 1880.
Robert Edward
Reeves, Esq.

where the smaller tenants wished it and wanted to go away. But there has not been consolidation to any extent.

1986. Are leases common?—I make every tenant take out a lease.

1987. For what term generally?—Thirty-five years. The system I adopt in granting leases is this: I have only a single covenant, that the land shall be tilled in a proper and husbandlike manner. I require the tenant to keep the houses and offices in repair, and I do not allow subletting, conacreing, or burning of land, which I think is most injurious.

1988. You say you give leases for thirty-five years. Have you adopted that principle for the whole nineteen years you have been in the management of estates in that district, or is it only recently that you have done so?—I have done it for some years. I think it is more for the advantage of landlord and tenant to have it let on a fixed contract. In fact, I am very much in favour of the abolition of tenancies from year to year.

1989. Does not the thirty-five years' lease get rid of the compensation under the Land Act?—It does.

1990. Is that your object—I suppose it has an influence in leading you to do it?—Well, it has an influence; for I wish to keep out of law as much as I can, both for myself and my employer.

1991. Do you think the claims of the tenant are sufficiently met by allowing him to sell, in case he wishes to leave his holding?—Certainly.

1992. What sum do they get for their holdings when they are sold—two or three years' purchase?—Two or three! They get fourteen or fifteen years' purchase.

1993. For the good will?—Yes. In 1875, a farm near Croom, containing seventy acres, belonging to a Mrs. Smyth, who asked my leave to sell it, was put up for sale; it was subject to a rent of £71 a-year. She got £1,000 for it.

1994. Mr. SHAW.—Seventy Irish acres, I suppose?—Irish acres.

1995. The O'CONOR DON.—Had she a lease?—She had.

1996. For thirty-five years?—Yes.

1997. Mr. SHAW.—Do you re-value the lands at the end of the thirty-five years?—My time has not come for that yet; I hope it may.

1998. The O'CONOR DON.—Is there a covenant in the lease against selling?—There is a covenant in the lease against selling, without consent.

1999. Mr. SHAW.—I understand you do not refuse your consent?—If the incoming tenant is a respectable man, certainly not; but if he is an objectionable man—if he is taking the land on chance, or if he is working a lot of other farms, I would object.

2000. Does the principle of permission to sell exist in Tipperary and Queen's County?—Well, it is not so general in Tipperary; and in Queen's county, I have had very little experience of it. Up to the year 1875 all our tenants stuck to us. Since 1875 they have generally asked for leave to sell. This year five asked leave to sell.

2001. The O'CONOR DON.—Were those tenants holding under leases?—They were not; they were mountain tenants on poor land; their rents varied from £6 to £18 a-year. They got seven years' purchase.

2002. Mr. SHAW.—You allowed them to sell?—I did.

2003. Were those holdings bought by tenants on the estate?—A tenant on the estate bought the four holdings.

2004. And threw them all into one farm?—Yes. I assisted the tenant, as an industrious man, to buy those holdings.

2005. CHAIRMAN.—Was it by a loan?—By a loan.

2006. The O'CONOR DON.—Did you make him take out a lease?—He will take out a lease. The purchase was only completed last March.

2007. Mr. SHAW.—Do you think it would be desirable to extend that principle of giving tenants

liberty to sell their holdings?—I think it would be most important—especially at the present time. The only valid objection is this; the better the landlord, of course the cheaper he lets his land, and, therefore, the tenant, when he does sell, gets a great deal more money. In some cases, on the other hand, I think the tenant-right is worth nothing, because the land is not worth the rent that is paid for it.

2008. On Lord Devon's property is permission to sell given?—Yes; permission to sell is recognized by Lord Devon, and I may add that the land is let at very reasonable rents.

2009. You have never had an ejectment, properly speaking, on your estates?—Never. I ejected one man, a tenant of the Queen's County estate, but he was in Maryborough jail at the time, for stealing an ass and cart.

2010. You did not eject him from the jail?—No, I let him stop there. I may add I was very glad he was there.

2011. Have you considered the question of assisting tenants to purchase their holdings?—Yes, I have studied the question of what is called "a peasant proprietary" a good deal. I have been very frequently in Switzerland, and, as you are aware, more than half the people of that country are peasant proprietors.

2012. You know Switzerland?—I know it very well.

2013. Do you think favourably of the project, not of a wholesale purchase, but a gradual purchase by the tenants?—No, sir, I am against it. The objection is this. For the first few years it does very well; but then comes the division, or the borrowing of money to get rid of children, and after all it makes very little difference whether you go to a Jew or a Christian to borrow money. Nearly half the farms in Switzerland are pledged, either to the banks or the Jews—that I know to be the fact.

2014. Baron Dowse.—Does that apply to the Canton of Berne?—It does, especially. I know it very well.

2015. Mr. SHAW.—Do you know France?—I know parts of France. I know the wine country.

2016. A great number of small proprietors there?—Yes.

2017. Do you know that they are a thrifty and industrious people, saving money, and that there is no borrowing to any great extent?—The French are in my opinion, the most thrifty nation in Europe. Yet I know that in the wine country this year, they have been fully as badly off as the Irish—quite as much poverty there as in the west—the whole wine crop failed.

2018. Do you think that as peasant proprietors the people would be more liable to get into the hands of the money lenders, than they are as tenants?—I am afraid they would.

2019. But it is only a supposition?—It is only a supposition.

2020. If the thing could be carried out, do you think a multiplication of the number of landowners would be an advantage to the country?—I think landowners of a certain extent—say 100 or 150 acres—might be an advantage.

2021. Near towns, don't you think, you could go lower than that—could not a man make a good living out of a thirty acre farm?—Yes. I think men connected with business in the towns would be a valuable class of proprietors.

2022. Do you know the north of Ireland?—I do, but not very intimately.

2023. Are you aware the farms in Armagh and Down are small farms?—They are, but as far as I could see, the farmers there supplement the profits of their farms by other industry. They are manufacturers as well as farmers.

2024. They cultivate flax, and sell it, but they are not manufacturers?—They work flax with yarn, and weave it at home.

2025. Those are the smaller class of farmers?—They are.

2026. I was speaking of a class rather larger than that—holders of 30 acres or thereabouts—a man of 30 acres does not weave—he lives by his farm, and lives well?—He does; and as far as I can see the rent of land, in proportion to its quality, is higher in the north of Ireland than in the south.

2027. Is land dearer there than in Limerick?—It is I think Limerick, take it for all in all, is perhaps the cheapest let county in Ireland.

2028. Baron DOWD.—Does that apply to the poor land, as well as to the better class of land?—It does.

2029. Mr. SHAW.—Tipperary is moderately let, is not it?—Those portions of it which are in the hands of the old proprietors are moderately let; but the parts of it which are in the hands of English proprietors are let beyond their value.

2030. What do you mean by English proprietors?—Some of the English manufacturing class who have purchased in the Incumbered Estates Court as an investment.

2031. Do you know any of those estates?—I do.

2032. Have the rents of the tenants upon them been raised?—A great deal.

2033. Causing, I presume, great dissatisfaction?—Very great dissatisfaction and danger. At this moment the rents in parts of Tipperary are greatly beyond the value. I must say for the Tipperary people that they are very industrious, and till their land remarkably well—far and away superior to Limerick and Queen's County. From Parsonstown to Nenagh is about as well cultivated a part of Ireland as there is.

2034. Would you be in favour of an extension of the tenant-right system of the north to the rest of Ireland, by which the power of raising rents would be moderated to some extent?—I think with regard to raising rents if the landlord lays out no money on the farm, and that it was let at the fair value, it ought to be put out of his power to raise the rent, or that the land should be set up to auction. One of the dangers to Ireland is, the system of putting farms up to auction or competition, for such is the demand for land that it will go up to anything—men will offer more than they can possibly pay, and will borrow money to go into it.

2035. They want land; because they have no other resource?—No other. At the same time I must say that if the landlord, at the wish of the tenant, has expended a considerable sum of money in improving he ought, at the expiration of the lease, to get the benefit of that.

2036. Does not he generally get a benefit for it?—On Mr. R. Pigot's estate large sums have been expended in improvements, and the tenants have never been charged a halfpenny.

2037. Ought not the landlord to get a return for such expenditure, in the shape of an increase of rent?—I think he ought; but if he has let the land at a fair rent, and if he lays out no money upon it in improvements, I don't think he ought to have the power of raising the rent at the expiration of his lease, otherwise he keeps the tenant in this position, that he will be deterred from expending any money on the improvement of his farm, as the landlord might raise his rent when his lease expired. The tenant will naturally say, "I won't do a single thing to my land, I won't improve, for if I do I may have to pay an increased rent when my lease expires."

2038. If the landlord expends money on the farm, suppose he puts gates, erects buildings, or drains, or fences, you think he ought to get a return for his expenditure?—Certainly, he ought to get a fair return for his money.

2039. He ought to get an increase of rent?—Yes; a moderate increase.

2040. Are you aware that in the south and west of Ireland the landlords do not, as a rule, lay out money on their properties?—I think in the county Limerick a good deal of money has been laid out.

2041. Borrowed from the Board of Works?—Yes. On the Earl of Dunraven's property, and on several other estates a good deal of money has been laid out.

2042. Don't they charge the interest to the tenant for those improvements?—I can hardly tell you that.

2043. In the case of a difference arising between landlord and tenant as to increase of rent, do you think it would be possible to establish some tribunal to which both could appeal. Could it be done by arbitration?—That would be the only course, I think.

2044. That would only be resorted to in case of difference?—Only in case of difference.

2045. Do you think there would be many cases of difference?—Well, there are so many classes of landlords and tenants in Ireland that it is hard to answer that question. I don't think there would be many cases of difference between the old hereditary landlords of the country and their tenants, but the strangers, the purchasers in the court, who "don't know Joseph," they want to get as much as they can for their investments.

2046. Especially if they live in England, and can only be dealt with by proxy?—Yes.

2047. You know the celebrated property on the Galtees—Mr. Buckley's?—Yes.

2048. Do you know the mountain part of it?—I do—I know the locality.

2049. Were the old rents as much as the tenants could afford to pay?—Well, mountain land is very uncertain in value. In the Queen's County, for example, all beyond the Slievebloom range, until this year, they have not had a good harvest for the last three or four years—the springs were cold, the autumns fell quickly, and the people last year had neither potatoes nor corn.

2050. How is it this year?—Oh, this year the crops are the finest I ever saw. I have not seen such a harvest since the year of the Crimean war.

2051. Did the tenants improve that land very much?—They did. The principal thing to use in improving mountain land is lime, and there was a great deal of lime used.

2052. Are you aware of any other cases of improvement of mountain land, or waste land, in that part of the country?—No; all our land except the Slievebloom range is good land.

2053. Would that land pay for improvement?—It would, very well. I have myself improved a portion of the land running up to the mountain, it is very easy to improve it by drains.

2054. In what condition are the tenants there generally?—Well, there are eighty-seven tenants on the estate; the whole rent they pay is about £800 a year, and there are only about forty of them really solvent and able to go on.

2055. The land is not poor?—Not very poor, but uncertain in produce.

2056. Yet they find it very hard to make a living?—Very hard. I don't think they made anything these last two years.

2057. Do you think it would be wiser to expend money upon it in reclaiming it on a large scale, rather than by the tenants working on it themselves in the way of reclamation?—I can hardly catch the meaning of your question.

2058. If the mountain was waste land, capable of being reclaimed, would it in your opinion be wiser to allot it to tenants, giving each of them an interest in the reclamation of his portion, or to do it on a large scale?—I do not think the tenants would be in a position to reclaim their own lands, but I think it would be a great accommodation to the tenantry to employ them as labourers in doing it.

2059. If they got long leases at moderate rents don't you think they could do it?—The rents are very low on that mountain. We have never raised them. They have really fixity of tenure as long as they pay their rents. They never are disturbed.

2060. The O'CONOR DON.—Are you agent for more than one proprietor in Limerick?—I am. I am agent for the Misses Gore in the county Limerick also.

2061. Do the same rules apply on their estate as to

Sept. 6, 1880.

FIFTH DAY—MONDAY, 6TH SEPTEMBER, 1880.

Present:—The Right Hon. the EARL of BESSBOROUGH, Chairman; Right Hon. BARON DOWSE
The O'CONOR DON, ARTHUR MACMORROUGH KAVANAGH, Esq., D.L., WILLIAM SHAW, Esq., M.P.

Rev. Thomas
Meagher, P.P.

Rev. THOMAS MEAGHER, P.P., Newport, county Tipperary, examined.

2112. CHAIRMAN.—I believe you have been for many years giving a great deal of attention to the subject of the relations between landlord and tenant in Ireland?—Yes; a good deal, privately.

2113. Could you give us your views as to the different state of those relations before the passing of the Land Act and since?—I would almost say that the condition of the tenants is not materially improved by the Land Act, and I think the great blot upon the working of that Act was the absence of a jury in all cases of litigation between landlord and tenant.

2114. Baron DOWSE.—Instead of giving a case under the Land Act to a county chairman to decide, you think that there ought to be a jury to try it?—Oh, decidedly. I am quite of that opinion. I think it was absurd to give the decision of very irritating cases to any gentleman, no matter what his prejudices might be. I am decidedly of opinion that there ought to be a jury to decide all cases between landlord and tenant, and, if you wish, assessors also.

2115. Mr. SHAW.—Arbitration, I suppose, would suit your views as well?—If it could be arrived at fairly.

2116. Baron DOWSE.—What I understand you to suggest is that the cases now decided by the Chairman ought to be decided by a jury?—Exactly so. That has been a decided blot since the Land Act came into operation; because I tell you, candidly, that the generality of the small tenants are wholly unwilling to go before the Chairman to leave their cases to him. There is no confidence in such cases in chairmen, and I must say I saw the prejudice of a chairman shown and very decidedly expressed in these land cases.

2117. CHAIRMAN.—The tenants had no confidence in the chairman, you say; they thought they would not get justice from him?—Just so; because as a rule the chairmen are either landlords themselves, or the children of landlords, or persons of landlord associations, and they cannot help sometimes giving way to landlord prejudice in cases of this kind. I have seen it myself.

2118. Could you give the Commission any cases in which the law worked to the prejudice of the tenants in this respect?—I am not prepared to give personal cases. I do not want to go into any personal matters at all; but from my reading of cases decided before the chairman, I found that that was the fatal blot upon the working of the Land Act, and that the chairman did not as a rule give what a fair tribunal would have given. I found that where the tenant had a claim for past improvements, the landlord would put in a claim for dilapidation, or something of the kind, taking credit according to the price of labour and materials at the moment for whatever would be necessary in reference to these improvements becoming dilapidated to some extent, and it was rather a common thing for the tenant to get credit for his improvements only at the cost at which he made them, while the dilapidation was charged against him at the present cost of labour and materials, the consequence being that the charges for dilapidation sometimes actually absorbed the entire cost of the improvements. That is the reason why I think the absence of a jury is a fatal blot on the Land Act.

2119. That you give as an instance of the hardship there would be in leaving a tenant's claim for improvements to the barrister who, you say, estimates the value of those improvements on an incorrect footing?—Yes; I don't want to go into personal matters, but I want you to see that I am not going upon mere general principles at all in my opinion of the Land Act.

I am prepared to state its defects as they have been actually shown.

2120. Could you give other instances in which you think the system of referring cases to the chairman works badly?—There is, I believe, a provision in the Land Act which says, that a tenant is entitled to compensation for improvements done by himself or by his predecessors in title. Now, I knew a case, it happened in a certain part of Munster, some years ago, where "predecessors in title" were defined by the chairman to be predecessors holding on the same terms as the present claimant. The result was that shortly before the termination of the tenancy, notice was served by the landlord cunningly agreeing to reduce the tenant's rent, or give him a longer title, or something that would put him on a different footing, and then the tenant's title to improvements made by his predecessors or himself before that change of terms, was entirely gone.

2121. Baron DOWSE.—Who ignored it? Was it the Chairman?—It was, decidedly. I would not like to give the name, but that happened in Clonmel.

2122. CHAIRMAN.—Do I understand you to say that that was the chairman's interpretation of the word predecessor in the Act?—The word predecessors in title. I took it to mean predecessors in occupancy, which probably the framers of the Act intended it to mean, but there was another view of it taken by the chairman, and he said he would allow compensation for no improvements except those that took place since the last conditions of tenancy were settled.

2123. The change was a mere change of rent?—A change of rent, or some new condition.

2124. Baron DOWSE.—The chairman was of opinion that the change of rent had severed the chain of succession entirely?—That is just it.

2125. CHAIRMAN.—You think that is a point in which the Land Act needs amendment?—If there was a jury sitting in the case this thing would not have occurred.

2126. Baron DOWSE.—But that was a question of law; how would a jury decide that?—You would get very eminent Queen's counsel that would differ on a question of law.

2127. But upon that particular question, it being a question of law, he should direct the jury in a particular way?—I think he would hardly have the face to direct a jury that way.

2128. Did the parties not appeal in that case?—How could the poor man appeal? An appeal would cost him £40 or £50, and he was not worth probably £5 at the time.

2129. CHAIRMAN.—Do you think that a jury might be made judges of the law, as well as of matters of fact in these cases?—Certainly, I would give them full discretion, the same as they have on criminal trials.

2130. Mr. SHAW.—You would make them arbitrators between landlord and tenant?—I would.

2131. Would it not be better, do you think, to refer cases to a court of arbitration?—I am only speaking of what I suggest as a better system than the present one, but if you appoint proper arbitrators, I have no objection whatever to that plan. What we want is some system of estimating the value of the tenant's claims different from the present, and I think it would be decidedly better if there was a jury.

2132. And not leave it to the chairman entirely?—Decidedly not.

2133. Baron DOWSE.—That last instance is not the

fault of the landlord ; it may be the fault of the law or of the chairman according to your view ?—That only proves my point, that there should be a jury to take it out of the hands of the chairman.

2134. You mean the decision of the question about the meaning of predecessors in title ? How would you settle that ?—Could they not put in the words “predecessors in occupancy,” instead. It shows the necessity of having some person to help in the decision besides the chairman.

2135. The O'CONOR DON.—In this particular case was it a mere change in the rent that had taken place ?—I cannot say exactly. It was some small change not worth talking about.

2136. Baron DOWSE.—Possibly that was one of the cases Mr. Ferguson referred to the other day where the English law as to change of tenancy was contended for ?—One thing is certain, you must give up the notion of assimilating the cases of tenants in Ireland and England altogether, because, in the case of the English tenants, it is the landlord that makes all the improvements, and in our own case it is the tenants that make them.

2137. CHAIRMAN.—Then this would be a matter in the Land Act that you would wish to have made clearer ?—Yes.

2138. Are there any other points on which you have some observations to offer ?—Well, the first and second clauses legalize the tenant-right custom in the North of Ireland, and also protects any similar customs that may be found in the south. Certainly, in the north, they fought better to maintain their rights, and the tenant-right custom is pretty general there. In the south it is not so general. What I would suggest is, instead of having one system for the north, and another for the south, to have, for all Ireland, perpetuity of tenure at fair rents.

2139. Baron DOWSE.—Would this satisfy your idea, that a man, as long as he paid a fair and reasonable rent, should continue to hold and not be turned out ?—Decidedly.

2140. And should have the power of free sale ?—Oh, certainly ; and power to subdivide between his children also.

2141. Would you not give the landlord some sort of *veto* as to the person that would be purchaser ?—No.

2142. Suppose the person a tenant was going to sell to was an improper character ?—Has he not the law of the land to protect him ?

2143. Then you would allow the landlord no *veto* whatever ?—No *veto* whatever.

2144. How would you propose to settle what would be a fair rent ?—I would take Griffith's valuation first as a basis for the value of the land, taking away the value of the improvements.

2145. Mr. SHAW.—If the landlord and tenant disagreed as to what would be a fair rent, would you have any objection to have it referred to arbitrators to fix the rent ?—What I would wish would be to have two arbitrators appointed by the Government in each county, because I don't at all like people going to law with their landlords, and I would like to have somebody to appeal to to settle between them.

2146. Baron DOWSE.—Then you would think that this would be a fair settlement of the question, that the tenant should have the land at a fair and reasonable rent with power of free sale ?—Oh, decidedly, free sale in whole or in part.

2147. And that he should not be disturbed as long as he paid his rent, and should have the power of dividing his land among his children ?—Certainly.

2148. And if any dispute arose between landlord and tenant you would have it referred to a Government officer to decide it ?—I beg your pardon, I would not leave it so obscure as that. I would have something first as a fair basis for rent, and I would take Griffith's valuation, *minus* the value of the improvements.

2149. Somebody would have to decide that ?—Let us be content with that as a basis, and then if either

party wishes to appeal, let him ; but I would like to have something to begin with—let them divest Griffith's valuation of the improvements, and then you have something to go upon—it gives so much for the house, so much for the land and so on.

2150. You would just take off the value of the improvements ?—I would divest Griffith's valuation of the improvements over the soil, because they don't mind improvements under the soil.

2151. Then who would be the ultimate court of appeal ?—I would leave it to two arbitrators and an umpire, appointed by the Government. Of course if they were men of as high character as the late Sir Richard Griffith, they could very well give satisfaction, for I must say, as a rule, in every part of Ireland where I have been (and I am among the tenants as a clergyman for the last 39 years), I have found general satisfaction expressed with Sir Richard Griffith's valuation, although the improvements are contained in it. But, certainly, the best way to make it anything like a basis for rent would be to divest it of improvements except where the landlord is proved to have made the improvements.

2152. CHAIRMAN.—We had evidence here that Griffith's valuation is under the mark with regard to the better class of land ?—What class of land is that ?

2153. That the better class of land—pasture land for instance—is valued low in Griffith's valuation ?—I must say I would not disagree with that, as to the valuation of the high pasture lands. I admit that that is somewhat low, for this reason, that the scale of prices for butter and for beef is now far and away beyond what it was the time he went to make his valuation, but as regards tillage farms and the poor land, although the scale of prices for produce is somewhat over the scale Sir Richard Griffith went on, I think the increased expense of cultivation almost neutralizes that, so that I think Griffith's valuation might be fair enough for the inferior class of land, but I must say that for the high class of pasture lands it is somewhat low. Of course, in the case of pasture lands the valuation does not take in improvements, because, as a rule, there is very little improvement upon a grass farm, except perhaps a house built on it for a herdsman. I will admit certainly that on what you call lands of high quality, high pasture lands, Griffith's valuation does not go up to the mark. I would add one-fourth to it.

2154. Would you give the landlord or the tenant the option at any time of asking for a new valuation ?—That is a case where the landlord might please himself.

2155. Would you exclude the landlord from seeking a new valuation ?—In that case I would not. That is the case of high pasture.

2156. A new valuation to be decided by arbitrators with a Government umpire ?—Just so, men of high character, I would have none other, because as to local valuers they are more or less influenced by either side. I would have a judicial official as firm and strong in mind as the late Sir Richard Griffith. I am entirely against preventing subdivision. I say if you wish to know the cause of the feeling of disaffection that exists, it is that the younger sons of the farmers are cut out from any share of the inheritance, and you make idlers and rebels of them. They go to America and inculcate revolutionary ideas, and often bring them home with them. I certainly protest against a man being prevented from subdividing up to a certain point among his children. Up to that point I would allow no landlord to interfere with subdivision, and I would allow the tenant the right to sell the whole or a part of his farm. If the landlord wishes to buy any part of the farm he can do so, by giving as much as any other purchaser would give, but I would give him no right of preference.

2157. The O'CONOR DON.—What is the limit which you would place to subdivision ?—That is a point of very material consideration ; it is a question for discussion. I would say twenty statute acres.

Sept. 6, 1880.

Rev. Thomas Meagher, P.P.

Sept. 4, 1880.

Robert Edward
Reeves, Esq.

giving thirty-five year leases?—Not up to the present, but I am putting it before the English solicitors, and pointing out the great benefit it would be.

2062. When you say you are acquainted with Switzerland, do you from your own knowledge say that Switzerland is in a backward condition as regards agriculture?—I think not. I think the industry of the people of Switzerland marvellous. The canton of Berne especially is well cultivated land. The industry of the people is remarkable. I may say that in Berne there are a great many men who are gentlemen themselves—they farm their own land—they are the representatives of some of the best and oldest families in the country.

2063. Baron Dowse.—The aristocracy of the canton?—Yes.

2064. The O'CONOR DON.—The land itself is not naturally fertile?—The valley land along the Aar is very good indeed, but Lausanne and Lucerne are poor, and Fribourg is poor. Fribourg is one of the poorest cantons in Switzerland.

2065. Comparing the Swiss peasantry with the Irish which do you say are the most prosperous?—The Swiss are the best clothed people; they have their houses in better order, and they have some taste in gardens and such matters, but I think with regard to the feeding of the Swiss people it is very poor indeed.

2066. Is it poorer than the Irish?—It is as poor.

2067. But on the whole you think the Swiss are more comfortable?—They are better clothed. Fuel is scarce, and food not so good.

2068. Baron Dowse.—Is not a good deal of money expended in Switzerland by tourists?—Yes; only for that I don't think the Swiss could exist.

2069. The hotel-keepers are the best men there?—They are the greatest men in the country. They are "the Lords and Commons."

2070. You say if the landlord makes no improvements, and if the tenant makes all the improvements, and if the landlord gets a fair rent, that at the end of the lease the tenant ought not to be liable to have his rent raised?—Certainly.

2071. Supposing the landlord does make the improvements you say he ought to get an increase of rent to compensate him for those improvements?—Yes.

2072. Either by arrangement between the landlord and the tenant, or some third party arranging the amount for them?—Yes.

2073. And if the landlord got a fair addition to his rent he would be very well off, and the tenant would be fairly treated?—Certainly, because the tenant gets the advantage of improvements which otherwise he would have to do himself.

2074. If the landlord makes no improvements he gets no additional rent—if he does make improvements he gets a proportionate increase, and that, you consider, would be fair?—I do. I would be glad to see the tenant getting power to borrow money to make improvements himself, if under a landlord who will not assist him to do so. A great deal of the bad farming in Ireland is the result of bad houses, bad fences, and undrained land. In the lower portion of the Queen's County between me and Mountmellick the land is totally unfit for cropping, and in a wet season the crops all fail. The bottom part of the land is saturated with wet.

2075. Mr. SHAW.—Would you allow the tenant to borrow money and charge it on the land?—Yes. I would have the improvements done under the superintendence of the Board of Works. I would not do them under the superintendence of the tenant for many reasons. I think it would be false policy to leave it to the tenant. I asked a tenant the other day who was borrowing money for improvements what he wanted it for, and I knew his land did not want draining, and he told me he wanted to buy stock.

2076. Do you regard a system of leases such as you describe as amounting practically to fixity of tenure?—Yes.

2077. Do you consider it an advantage?—I think it

is an advantage in every way. I think it is a security to both parties.

2078. The tenant is secured, and so is the landlord?—Yes.

2079. If the landlord gets a fair rent he is satisfied?—He ought to be. I may observe that the tenants in the county Limerick, under us, have been very reasonable, the most part of them. Of course, you will meet very unreasonable men in every class, but, on the whole, the great mass of them pay their rents fairly and well. Some black sheep, of course, there will always be.

2080. According to your experience, I understand, those landlords who have an interest in the country, who belong to the old families, and have their good name to look to, are, generally speaking, fair and indulgent landlords?—Yes.

2081. And their tenants, as a rule, are satisfied?—They are, as a rule. I never until this year heard a word against them.

2082. But men who buy for investment—the Incumbered Estates Court men—are different?—Yes. These men have been a great harm to the country. You see on the margin of the rentals, "On the falling in of these leases a considerable rise of rent will take place." That, of course, is a suggestion to them to increase the rents.

2083. CHAIRMAN.—On the margin of the rentals?—Yes. I mean on the rentals which are made out for the purpose of the sale in the Landed Estates Court. When a purchaser sees these words they are a temptation to increase the rents which many of them cannot resist.

2084. Have you mentioned the acreage of the properties of which you are owner and agent?—Taken altogether, it would be about 14,000 acres.

2085. On that question of the introduction of tenant-right, would you consider there should be periodical revisions of rent, or that the rent that was fixed at the time the tenant-right was introduced should be the permanent rent?—I must answer that question in this way. Before the American cattle trade I would have liked to have revisions periodically, but since that trade commenced I think rents are going down, and not going up.

2086. Therefore, speaking as a landlord, you would like to keep them as they are?—I would.

2087. But speaking as a tenant, I suppose you would like to have them revised?—Yes. I should say I think there is a good deal of land that will not come down in value. I do not think the good grass land will ever come down; but as to the shallow, poor land I do not think it can increase—in fact, I think it must fall.

2088. Do you think it would be fair to both parties that there should be a periodical revision of rent, if either landlord or tenant desired it?—Yes, I think it would be fair.

2089. Mr. SHAW.—You would give that power to either party?—I would. The difficulty is who would be competent to ascertain the rent.

2090. CHAIRMAN.—There should be some means of arriving at an independent valuation?—Yes.

2091. You refer to the case of a good landlord who had let his land at a lower rent, and would suffer in comparison with a landlord who had got a higher rent if tenant-right were made compulsory?—Yes.

2092. Do you think that on the introduction of compulsory tenant-right there ought to be a new valuation?—I think it would be very fair. I may mention that I am not a believer in Griffith's valuation, at least I have not it on the brain.

2093. Baron Dowse.—Suppose you introduce tenant-right, if one landlord has let his land at a low rent and another at a high rent, would not the man who had let it at a low rent be entitled to call for a revision?—Certainly, otherwise I think that if the landlord, who had let his land at a low rent, was compelled to let it permanently at that, he ought to be recouped in some way or other.

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Reeves, Esq.

2094. Take the case of two estates; here is a man who lets his land at a reasonable rent. There is another man who is a rackrenter; you must enable the man who has let his land at a low rent, say that he is entitled to more, and you think the tenant would not object to give him more if he were entitled to it?—I think the tenant would not like to give more if he could help it.

2095. CHAIRMAN.—He would be willing to give it for the sake of getting a perpetuity?—Yes.

2096. Baron DOWSE.—Do you think he would sooner have an increase of rent with tenant-right, or let matters remain as they are?—I think he would rather have matters remain as they are, for I fancy that they do not think as a general rule that they will be disturbed.

2097. Mr. SHAW.—But there is always a danger of it?—There is. A landlord to-day may be a good man, but his son may be a very different one, or he may be in good circumstances now, and may in a few years get into difficulties. For instance on one part of an estate, that of Mr. R. Pigot, we have land at 27s. 6d. per acre, fine dairy land. Outside the ditch, upon an adjoining estate, the very same class of land is let at 54s. an acre. I think it would be very unfair to compel him to take that low rent in perpetuity.

2098. Baron DOWSE.—If a system was introduced by which the tenants should hold at a fair rent, and as long as they pay that rent should not be disturbed; do you think in such a case Mr. Pigot would be entitled to say that the rent was too little?—Certainly.

2099. Mr. SHAW.—The result of that arrangement would be that everything would find its level?—Yes, but the difficulty is that in this country people offer too much for land. I had a small farm near Ballingarry to let a short time since. It was twenty-eight acres, and I was offered four guineas an acre for it. You must be a prudent man in order to deal with such tenants, for even a business man will often be led astray by them, for he will fancy that the tenants would not make such offers unless they knew that the land was worth it, and that they would make a good thing by it. I was offered £4 4s. an acre for the farm, but I knew that that was not its value, and that that rent could not be paid, and as a matter of fact I have let it for £2 5s. an acre.

2100. You said that many of the properties which were bought in the Incumbered Estates Court were purchased by Englishmen?—Yes, English manufacturers.

2101. I suppose those men as a rule knew nothing of the country, and only purchased as an investment for their money?—Yes.

2102. Don't you think it would be an advantage at that time, or if anything of the same kind occurred again, of properties been brought into the markets, that the tenants should have an opportunity of purchasing their holdings themselves before it came into the hands of that sort of people?—I do. I think it would be an advantage. I think anything would be of an advantage to the tenant that kept him from the hands of a griping landlord. I do not see how if a man gets into the hands of such a landlord he could ever hold up his head. I know instances in Tipperary where they had to pay the full value of their rents in 1879, and never got a halfpenny reduction, and I may add, in connexion with those estates, that the land is let far beyond its fair value.

2103. Baron DOWSE.—In fact if nothing is better than a good landlord, there is nothing worse than a

bad one?—Just so; and on the other hand if we have a bad landlord in the country we have also got some very bad tenants, drunkards and roughs.

2104. CHAIRMAN.—The principal difficulty in the case of tenants having the pre-emption, would be to fix the price at which they were to have the right of purchase?—It would be a difficult thing. Of course if the land was let at near the full value—take, suppose, the case of tillage land worth £1 an acre, and let at that price, of course about twenty years purchase would be the value. If on the other hand it was let at 16s. an acre, of course the tenant should give more, he should give 25 years purchase for it.

2105. In case of difficulty I suppose some experienced valuator should be called in?—Yes. I think there is another bad thing in a great many leases; that is, the tenants contracting themselves out of the statute law. I think that is a bad system, and that it ought to be prevented. On some estates the tenant pays the whole of the taxes—poor rate and county cess. The poor rate is a divisible tax, by law it should be paid equally by landlord and tenant, and I don't think it is for the benefit of the community that the landlord should not bear his share of the taxation. I do not think it is desirable that a tenant should be allowed to contract himself out of the law of the country.

2106. Is it not illegal to make such contracts with regard to poor rate?—It is, but it is done.

2107. Baron DOWSE.—There was a statute passed some years since, rendering it illegal for a tenant to contract to pay the whole poor rate, but Mr. Donnell informs me that it was repealed by 12 & 13 Vic., c. 104, and that as the law now stands a tenant valued over £4 can contract to pay the whole poor rate?—I was not aware of that.

2108. Your idea is that that should not be allowed?—Yes. I think it is a bad principle to allow parties to contract themselves out of the statute law of the country. When you allow a tenant to do that he ceases to have a respect for the law. Nor do I see what advantage there is in allowing the tenant to contract himself out of the Land Act, I may observe however that I myself have never had anything to do with the Land Act, except in settling disputes of tenants on other estates.

2108A. The O'CONNOR DON.—On the estates with which you are connected, have you allowed the tenants to borrow money for improvements?—Not till this year. We always did the improvements ourselves, but this year Mr. R. Pigot owing to the land agitation, said he did not like to go on, but we have assisted the tenants to do it.

2109. Have they borrowed?—Yes. We have assisted them to borrow—that is, the large men, the men holding forty or fifty acres or upwards, they have borrowed for building offices and draining.

2110. CHAIRMAN.—In general throughout the district you are acquainted with, do the landlords contribute towards improvements, or do improvements themselves?—I think they contribute very largely. I think some who hold under head rent from us have contributed. I know Mr. Power, an extensive farmer and agent, contributes very largely to the improvement of his tenants' holdings, for example by giving slate and timber, and I know they give slate and timber on the Devon Estates.

2111. Mr. SHAW.—Do they still do so—notwithstanding the passing of the Land Act?—They do.

The Commissioners then adjourned till Monday following at Eleven o'clock.

Spt. 6, 1880.

FIFTH DAY—MONDAY, 6TH SEPTEMBER, 1880.

Present:—The Right Hon. the EARL of BESSBOROUGH, Chairman; Right Hon. BARON DOWSE
The O'CONOR DON, ARTHUR MACMORROUGH KAVANAGH, Esq., D.L., WILLIAM SHAW, Esq., M.P.

Rev. Thomas
Meagher, P.P.

Rev. THOMAS MEAGHER, P.P., Newport, county Tipperary, examined.

2112. CHAIRMAN.—I believe you have been for many years giving a great deal of attention to the subject of the relations between landlord and tenant in Ireland?—Yes; a good deal, privately.

2113. Could you give us your views as to the different state of those relations before the passing of the Land Act and since?—I would almost say that the condition of the tenants is not materially improved by the Land Act, and I think the great blot upon the working of that Act was the absence of a jury in all cases of litigation between landlord and tenant.

2114. Baron DOWSE.—Instead of giving a case under the Land Act to a county chairman to decide, you think that there ought to be a jury to try it?—Oh, decidedly. I am quite of that opinion. I think it was absurd to give the decision of very irritating cases to any gentleman, no matter what his prejudices might be. I am decidedly of opinion that there ought to be a jury to decide all cases between landlord and tenant, and, if you wish, assessors also.

2115. Mr. SHAW.—Arbitration, I suppose, would suit your views as well?—If it could be arrived at fairly.

2116. Baron DOWSE.—What I understand you to suggest is that the cases now decided by the Chairman ought to be decided by a jury?—Exactly so. That has been a decided blot since the Land Act came into operation; because I tell you, candidly, that the generality of the small tenants are wholly unwilling to go before the Chairman to leave their cases to him. There is no confidence in such cases in chairmen, and I must say I saw the prejudice of a chairman shown and very decidedly expressed in these land cases.

2117. CHAIRMAN.—The tenants had no confidence in the chairman, you say; they thought they would not get justice from him?—Just so; because as a rule the chairmen are either landlords themselves, or the children of landlords, or persons of landlord associations, and they cannot help sometimes giving way to landlord prejudice in cases of this kind. I have seen it myself.

2118. Could you give the Commission any cases in which the law worked to the prejudice of the tenants in this respect?—I am not prepared to give personal cases. I do not want to go into any personal matters at all; but from my reading of cases decided before the chairman, I found that that was the fatal blot upon the working of the Land Act, and that the chairman did not as a rule give what a fair tribunal would have given. I found that where the tenant had a claim for past improvements, the landlord would put in a claim for dilapidation, or something of the kind, taking credit according to the price of labour and materials at the moment for whatever would be necessary in reference to these improvements becoming dilapidated to some extent, and it was rather a common thing for the tenant to get credit for his improvements only at the cost at which he made them, while the dilapidation was charged against him at the present cost of labour and materials, the consequence being that the charges for dilapidation sometimes actually absorbed the entire cost of the improvements. That is the reason why I think the absence of a jury is a fatal blot on the Land Act.

2119. That you give as an instance of the hardship there would be in leaving a tenant's claim for improvements to the barrister who, you say, estimates the value of those improvements on an incorrect footing?—Yes; I don't want to go into personal matters, but I want you to see that I am not going upon mere general principles at all in my opinion of the Land Act.

I am prepared to state its defects as they have been actually shown.

2120. Could you give other instances in which you think the system of referring cases to the chairman works badly?—There is, I believe, a provision in the Land Act which says, that a tenant is entitled to compensation for improvements done by himself or by his predecessors in title. Now, I knew a case, it happened in a certain part of Munster, some years ago, where "predecessors in title" were defined by the chairman to be predecessors holding on the same terms as the present claimant. The result was that shortly before the termination of the tenancy, notice was served by the landlord cunningly agreeing to reduce the tenant's rent, or give him a longer title, or something that would put him on a different footing, and then the tenant's title to improvements made by his predecessors or himself before that change of terms, was entirely gone.

2121. Baron DOWSE.—Who ignored it? Was it the Chairman?—It was, decidedly. I would not like to give the name, but that happened in Clonmel.

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2137. CHAIRMAN.—Then this would be a matter in the Land Act that you would wish to have made clearer?—Yes.

2138. Are there any other points on which you have some observations to offer?—Well, the first and second clauses legalize the tenant-right custom in the North of Ireland, and also protects any similar customs that may be found in the south. Certainly, in the north, they fought better to maintain their rights, and the tenant-right custom is pretty general there. In the south it is not so general. What I would suggest is, instead of having one system for the north, and another for the south, to have, for all Ireland, perpetuity of tenure at fair rents.

2139. Baron DOWSE.—Would this satisfy your idea, that a man, as long as he paid a fair and reasonable rent, should continue to hold and not be turned out?—Decidedly.

2140. And should have the power of free sale?—Oh, certainly; and power to subdivide between his children also.

2141. Would you not give the landlord some sort of *veto* as to the person that would be purchaser?—No.

2142. Suppose the person a tenant was going to sell to was an improper character?—Has he not the law of the land to protect him?

2143. Then you would allow the landlord no *veto* whatever?—No *veto* whatever.

2144. How would you propose to settle what would be a fair rent?—I would take Griffith’s valuation first as a basis for the value of the land, taking away the value of the improvements.

2145. Mr. SHAW.—If the landlord and tenant disagreed as to what would be a fair rent, would you have any objection to have it referred to arbitrators to fix the rent?—What I would wish would be to have two arbitrators appointed by the Government in each county, because I don’t at all like people going to law with their landlords, and I would like to have somebody to appeal to to settle between them.

2146. Baron DOWSE.—Then you would think that this would be a fair settlement of the question, that the tenant should have the land at a fair and reasonable rent with power of free sale?—Oh, decidedly, free sale in whole or in part.

2147. And that he should not be disturbed as long as he paid his rent, and should have the power of dividing his land among his children?—Certainly.

2148. And if any dispute arose between landlord and tenant you would have it referred to a Government officer to decide it?—I beg your pardon, I would not leave it so obscure as that. I would have something first as a fair basis for rent, and I would take Griffith’s valuation, *minus* the value of the improvements.

2149. Somebody would have to decide that?—Let us be content with that as a basis, and then if either

party wishes to appeal, let him; but I would like to have something to begin with—let them divest Griffith’s valuation of the improvements, and then you have something to go upon—it gives so much for the house, so much for the land and so on.

2150. You would just take off the value of the improvements?—I would divest Griffith’s valuation of the improvements over the soil, because they don’t mind improvements under the soil.

2151. Then who would be the ultimate court of appeal?—I would leave it to two arbitrators and an umpire, appointed by the Government. Of course if they were men of as high character as the late Sir Richard Griffith, they could very well give satisfaction, for I must say, as a rule, in every part of Ireland where I have been (and I am among the tenants as a clergyman for the last 39 years), I have found general satisfaction expressed with Sir Richard Griffith’s valuation, although the improvements are contained in it. But, certainly, the best way to make it anything like a basis for rent would be to divest it of improvements except where the landlord is proved to have made the improvements.

2152. CHAIRMAN.—We had evidence here that Griffith’s valuation is under the mark with regard to the better class of land?—What class of land is that?

2153. That the better class of land—pasture land for instance—is value low in Griffith’s valuation?—I must say I would not disagree with that, as to the valuation of the high pasture lands. I admit that that is somewhat low, for this reason, that the scale of prices for butter and for beef is now far and away beyond what it was the time he went to make his valuation, but as regards tillage farms and the poor land, although the scale of prices for produce is somewhat over the scale Sir Richard Griffith went on, I think the increased expense of cultivation almost neutralizes that, so that I think Griffith’s valuation might be fair enough for the inferior class of land, but I must say that for the high class of pasture lands it is somewhat low. Of course, in the case of pasture lands the valuation does not take in improvements, because, as a rule, there is very little improvement upon a grass farm, except perhaps a house built on it for a herdsman. I will admit certainly that on what you call lands of high quality, high pasture lands, Griffith’s valuation does not go up to the mark. I would add one-fourth to it.

2154. Would you give the landlord or the tenant the option at any time of asking for a new valuation?—That is a case where the landlord might please himself.

2155. Would you exclude the landlord from seeking a new valuation?—In that case I would not. That is the case of high pasture.

2156. A new valuation to be decided by arbitrators with a Government umpire?—Just so, men of high character, I would have none other, because as to local valuers they are more or less influenced by either side. I would have a judicial official as firm and strong in mind as the late Sir Richard Griffith. I am entirely against preventing subdivision. I say if you wish to know the cause of the feeling of disaffection that exists, it is that the younger sons of the farmers are cut out from any share of the inheritance, and you make idlers and rebels of them. They go to America and inculcate revolutionary ideas, and often bring them home with them. I certainly protest against a man being prevented from subdividing up to a certain point among his children. Up to that point I would allow no landlord to interfere with subdivision, and I would allow the tenant the right to sell the whole or a part of his farm. If the landlord wishes to buy any part of the farm he can do so, by giving as much as any other purchaser would give, but I would give him no right of preference.

2157. The O’CONOR DON.—What is the limit which you would place to subdivision?—That is a point of very material consideration; it is a question for discussion. I would say twenty statute acres.

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2158. Mr. SHAW.—It would differ on different lands of course?—Yes.

2159. On poor lands it would be larger?—I think it is a matter that two men might reason upon very well. I only throw out that opinion, I do not give it as infallible, but it was my own experience among the people during the last winter. I had a great deal to do endeavouring to provide relief for 200 families in my parish, and I found, as a rule, that any persons that had any portion of land were not in want; of course there was a great deal of distress among them, and some very bad cases, but as a general rule nothing like the distress of the others.

2160. Were there any cases of distress among any other class of people?—Those who had no land were all starving, all the people that were driven into the village by evictions.

2161. Mr. SHAW.—There was no employment?—No employment, the villages overcrowded with labour. There were in my parish, about the year 1846 or 1844, 1,200 families; there are only 678 families there now. I lost about 500 families. People may think that all these people disappear. They do not disappear. They run into the villages where there is no work for them.

2162. That happened in your own memory?—No, I am only there five years.

2163. But you can trace it?—I saw the record of it in the parish book. It was about 1,200 families.

2164. CHAIRMAN.—That was since the great famine?—Since 1844.

2165. The O'CONOR DON.—Are these people now all labourers?—They have no other place to go to but to crowd into the villages.

2166. Mr. SHAW.—I suppose a great number of them have gone to America?—Some of them, but there are plenty of families remaining at home, and there is no provision for them.

2167. And they have a very bitter feeling, I suppose?—Of course, and a bitter feeling against the priest among others if he does not denounce this or that from the altar.

2168. CHAIRMAN.—The want of employment last winter, I suppose, was in consequence of the bad circumstances of the farmers owing to the bad crops?—The want of employment may be partly due to that, but I think at any time there is not sufficient work for the labourers. As a rule the farmer does not give much employment. I think you might say that no labourer has to count upon more than three months' employment during the year, owing to the use of machinery for saving the harvest and the great prevalence of pasture.

2169. The O'CONOR DON.—What is the rate of wages in your parish?—I know a gentleman could get a man any day at a shilling a day for the year.

2170. Mr. SHAW.—That is a shilling a day all the year round?—All the year round.

2171. Do they get breakfast or any perquisites in addition?—Not as far as I see. No farmer will have a labourer's house on his farm, because he would have to pay poor-rate on the house. That was the cause of the eviction of the small holders, the circumstance that the poor-rate fell upon the landlord for every house valued at or under £4.

2172. The O'CONOR DON.—These labourers then live in the villages?—They are living there because they have nowhere else to go to.

2173. The rate of wages then has increased very little?—Scarcely. I think it is true to say for all Munster that you could get a man all through the year for a 1s. or 1s. 2d. a day—six or seven shillings a week.

2174. Then in what way has the cost of production increased? You said a while ago the cost of production had increased?—Of course during the season those that have not constant work would charge the farmer high wages. You might get a man charging 2s. 6d. a day during the season that would be glad to get a shilling a day constantly if he was sure of it.

2175. Mr. SHAW.—Is yours to a large extent a

grazing district?—It is, more than I would wish it to be—not so much as other places.

2176. CHAIRMAN.—Do the labourers go to England in search of employment?—They do not go to England.

2177. In some parts of Ireland they go away a great deal to England?—I do not admire that, I must confess.

2178. I don't mean permanently, but for employment during the harvest season?—It is a system I don't like.

2179. Baron DOWSE.—At all events they don't do it in Tipperary?—No, not so much.

2180. CHAIRMAN.—Would you go to any other point in the Land Act that you take exception to?—I am entirely against charging any poor-rate for holdings under £4 valuation. As long as poor-rate is charged for their houses you will have no labourers in the country. Secondly, I would be for making the provision about the erection of labourers' cottages compulsory.

2181. You would bind the landlord to erect them?—Bind the landlord under penalty of forfeiture of rent and the tenant under forfeiture of his tenant-right. I believe that the Land Act suggests in the 10th section that the landlord can take up the one-twenty-fifth part of a farm without being obliged to pay compensation for disturbance for the purpose of erecting a labourer's cottage. That is all very fine, but I think that for the last ten years there were not three instances where that permission was acted upon.

2182. Mr. KAVANAGH.—You would make it compulsory on the landlord?—Decidedly, and on the tenant.

2183. Baron DOWSE.—By not allowing the landlord to recover his rent, or the tenant to get compensation, if he neglects it?—He should forfeit his fixity of tenure unless he was prepared to give a labourer one-twenty-fifth of his holding.

2184. The O'CONOR DON.—Upon what conditions would you give the house to the labourer?—To hold upon the same terms from the landlord as the tenant would hold from the landlord, and again to have no poor rate charged upon the house to any person.

2185. Would the occupier be bound to employ that person?—I leave that to the law of supply and demand. I would not have him bound.

2186. CHAIRMAN.—How would you regulate the number of such houses?—Well, I think the 10th section of the Act has something to say to that. (*Section quoted.*) I would have that to apply to leasehold tenants and to yearly tenants alike. But that section is merely permissive. I want to make it compulsory. Permissive legislation will never do in Ireland.

2187. Baron DOWSE.—How would you make it compulsory? Would you compel the landlord to take up the land?—Certainly I would.

2188. Mr. SHAW.—If there was a labourer on the land you would compel the landlord to have a proper residence erected for him?—Not only that, but I insist that if you want to remedy the grievances of the labourers that are crowding into the villages, and are the source of all the misery, you must give them a plot of land and a house, and distribute them among the farmers.

2189. If farmers don't want them?—I don't care about that.

2190. How are they to live if they get no employment?—Suppose he gets an acre and a half of land or two acres.

2191. He could not live upon that?—That is his own affair. His pretension in the way of diet is very small. If a labourer cannot manage to live upon an acre and a half of land, how does he live upon no land at all at present? But certainly I hold that some land should be given up compulsorily to the labourer.

2192. The O'CONOR DON.—If a man can live upon an acre and a half of land why should you prevent subdivision below the figure you named?—I would not want them all to become men of the labouring class. I would have the labouring class and the farming

class living together in the country. I never like to have the idea of labour detached from the position of a farmer.

2193. Baron Dowse.—You would recognise that his first position is that of labourer, and you would give him the land as an adjunct to that?—Just so.

2194. Mr. Shaw.—You would not prohibit the farmer from subdividing up to a certain point?—I would not; I would rather encourage it.

2195. Baron Dowse.—You would not have them subdivide below a limit of twenty acres?—That is my own opinion, but I would like to be conciliatory. I would go to the extent of twelve acres statute, seven and a half Irish acres. I would go as far as that, and I would exempt all holdings under £15 annual value from poor rate, and throw it all on the outlying grass farms.

2196. Mr. Shaw.—That is farms where a man does not reside or give any employment—what you would call idle farms?—Exactly; farms that give no employment.

2197. Baron Dowse.—In many cases don't they only take the place for nine months of the year?—That is what makes it worse. I would have a provision compelling them to assign to small occupiers under certain terms. My ideas are entirely in favour of residential occupation.

2198. Mr. Shaw.—In fact you want to break up that sort of land into small holdings?—I do. I think it a rather sad state of things that 8,000,000 acres should only support 35,000 farmers in Ireland, while the same quantity of land in Belgium supports 5,000,000 people.

2199. Baron Dowse.—I think there is a great deal in your view, that a mere settlement of the tenant question would be incomplete if it left the labourer question unsettled?—I take in every phase of the question. I don't see the meaning of making a provision in an Act of Parliament for labourers, unless it is made compulsory. I don't suppose there were ten cases since the Land Act where that permission was availed of.

2200. Would you contemplate placing the labourer under the tenant?—If I gave land to the labourer I would like to have him independent; I would allow no slavery if I could.

2201. Mr. Shaw.—Would you have the labourer under the landlord and not under the tenant?—Decidedly.

2202. Chairman.—Do you propose also that the tenant should build labourer's cottages?—I don't know that, that is a matter for after-consideration, suppose some of the Church Surplus money was given for the purpose. To that there is no objection, but it should be done in some way. It could be done by the poor rate, for if you diminish those who are in want you diminish the strain upon the rate.

2203. Mr. Shaw.—These people pay rent at present?—They pay enormous rents. I know instances in my parish of that.

2204. Chairman.—In your scheme of peasant proprietary you would include both the holders of lands and the holders of cottage gardens?—Yes, but I would include no outlying holding where the tenant did not reside.

2205. The O'Conor Don.—By outlying holding, do you mean grass lands?—Yes, grass lands; I would not include them.

2206. You would not include any farm where the tenant is not resident?—No, and I would not go beyond £100 annual value.

2207. Baron Dowse.—Your object is to save the people by keeping the land for them instead of making room for cattle?—I want to prevent cattle, if possible, from excluding the people.

2208. And to save the people?—Yes, I think it is an unfortunate circumstance that we have suffered the people to be diminished to such an extent as one-fifth of a million upon land as good and as much, as that which gives sustenance to five millions of people

in a country like Belgium. I think myself that the arrears of rent which entitle the landlord to evict are too limited; there should be two years' rent due at all events.

2209. The law now is a year, and you would say two?—Yes; two years going upon the Roman law—that is the Roman law.

2210. Mr. Shaw.—Was that the Roman law?—It was three years in cases analogous to tenancies in Ireland, and two years in cases analogous to tenancies in England.

2211. Chairman.—Would that cause greater difficulty in evicting?—Yes. If people gave a fair rent they should not complain, if they gave say four-fifths of Griffith's valuation, and had two years before eviction.

2212. Baron Dowse.—In your part of the country is it the rule to have a hanging gale, that is to say there is half a year's rent due always?—Yes, but that is going out of use—that system.

2213. In that case where half a year's rent remains due always the eviction is practically for half a year's rent?—Yes, of course and that is bad. Of course you have the principle of perpetuity of tenure fairly in the Land Act, for the 28th section authorizes landlords with limited interests to give leases of thirty-five years, and the question is whether you should make the clause compulsory.

2214. Compulsory perpetuity?—Yes, that is the principle of the 28th section. I have put my ideas on paper, for the subject is very complicated, and here is what I said on that subject. "To do that" that is to give fixity of tenure at fair rents, "all we require is to extend the principle contained in the 28th section of the Land Act."

2215. That is dealing with limited owners, and as to people who are not limited owners, it leaves them to give what they please?—I understand that, but I am only saying the principle of the thing is contained in that section, and it could be worked out.

2216. You say, and I believe there is very little doubt about it; that the legislature having given the limited owner that power, is an index to their opinion, that it was thought the man who was not a limited owner should give the same thing?—Yes.

2217. Don't you think it would be better to avoid all leases if you could, and to hold for ever?—Yes, but how for ever?

2218. Don't you think it would be better to have one land system for Ireland instead of two?—What do you mean by that?

2219. I mean to have one system instead of the Ulster system, and that prevailing in other parts of the country?—Yes, I believe the important principle for the whole of Ireland is that, instead of the Ulster system with all its drawbacks, there should be leases for ever.

2220. Mr. Shaw.—You don't care much which way it is done, provided the tenant gets security?—No, give the tenant a fixed interest. According to my principle the condition of the tenancy should make the law. Where the tenant makes all the improvements as in the Roman law, he should have perpetuity of tenure, in fact as I say in the Roman law, the condition of the tenancy makes the law. In the Roman law there is only a lease for nineteen years, where the landlord is bound to keep the improvements in repair, and do the improvements as in English farms.

2221. That is what are called English farms?—Yes, but of course where the tenant is evicted for non-payment of rent, he should still have the right of sale. I would abolish as illegal and as penal punishable by law, everything in the way of office rules, for I don't see any meaning in it.

2222. Baron Dowse.—And you would prevent any tenant contracting himself out of the benefit that any Act of Parliament gave him?—Decidedly.

2223. Whether a large or small tenant?—Decidedly. That is my notion now, but I might qualify it by-and-by. I would give the occupiers of residential holdings—holdings upon which men resided—security up to £100

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value, but not beyond that. I would not give security in any case over £100 Poor Law valuation.

2224. We had a gentleman from Kildare the other day a large farmer who gave it as his opinion that the large farmers should be protected as much as the small ones as they required it at least as much?—Oh no, not at all I would not protect them; they don't want it.

2225. Mr. SHAW.—He meant as to tillage farms?—There are no such things at all in Ireland as large tillage farms.

2226. There are in Kildare?—I will tell you candidly I do not like to give any of these rights except to residential holders.

2227. Baron DOWSE.—But this man was living there and he had as many as 200 acres of land which he was tilling?—I don't like to encourage large farms at all.

2228. CHAIRMAN.—You think it would be better to have them all split up?—Yes, I don't want Englishmen here at all; we have enough of ourselves for the land in Ireland. I would give fixity of tenure up to £100 value for the residential holder, and if he wants to hold more let him hold it by contract or agreement.

2229. But don't you think that the large tenant who tills a lot of land gives a great deal of employment and benefits those around him?—Yes, of course I would have no objection to give him the same protection but I would limit it to residential holders.

2230. Mr. SHAW.—But in some cases where they build houses and made all the improvements you would not exclude these men?—These are special cases, but I am only speaking of the general run of farmers in Ireland. Of course if the landlord makes improvements on the estate as many an Englishman has done, I will allow him to charge it to his tenants, but where the tenant makes the improvements I would give him the benefit of them.

2231. You would give the landlord the option of the system he should adopt?—Yes; either the English system; for I don't know that the English system goes contrary to the Roman law; except as to payment of rates and valuation when necessary.

2232. Baron DOWSE.—If a landlord makes all the improvements on a farm—drains it; fences it and keeps the dwelling-house in repair the same as ordinary people do in towns, and the same as is said to be done in England, and lets such a farm at a rent do you think that that tenant should abide by his contract and have no privileges of fixity of tenure or otherwise?—Quite so.

2233. Are there many instances of that kind in your part of the country?—No, not many, but there are instances on Lord Derby's estate.

2234. But he has sold it?—Yes. I would not allow any landlord the right of converting a residential non-improved farm into a residential improved farm.

2235. Your evidence is only limited to cases where the landlord has done the improvements already?—Yes, and let him get the benefit of these improvements.

2236. But you would not allow him to turn round on the tenant and say this has been a non-improved farm, but now it will be an improved one, and let as such?—No.

2237. Suppose a landlord has made all the improvements on a farm, and he lets it to a tenant of course doesn't he take into account all the improvements in the land and charges them to the tenant?—He does.

2238. When he does that, would not the tenant be at liberty to make improvements if he chooses, and get compensation for them under the Land Act?—Yes.

2239. But you would not give fixity of tenure?—No. I would not in cases analogous to English tenancies. Let them hold by twenty-one years' leases. I would not allow a landlord who had allowed the land improvements to lapse into the hands of the tenant to convert it into an improved farm.

2240. Mr. SHAW.—Then you would have two systems?—Yes. One for conditions of tenancy analogous to English cases, and the other for conditions of tenancy analogous to Irish cases.

2241. And would not the tendency of the landlord be to change from one into the other?—I would not allow that.

2242. CHAIRMAN.—But where the English system exists you would allow it to continue?—Yes, but I would not allow any change.

2243. Baron DOWSE.—You would not like a hard-and-fast line to be drawn to the prejudice of anybody, including the landlords who make the improvements themselves?—No.

2244. I know something about that county too. Except as to that estate of Lord Derby's; are there many landlords who do that sort of thing?—There is Smith-Barry's estate in Tipperary also.

2245. What is the town you are near?—I am near Limerick; I am in North Tipperary, but Nenagh is the principal town in the North Riding.

2246. Is that the rule about Nenagh—that the landlords make the improvements?—In very few cases. They are like angel's visits, few and far between. There is a great custom in the country, in case of a valuable farm being likely to be evicted or sold by the tenant, the landlord reserves to himself the right of fixing the new tenant, and very often one tenant is put out and another tenant of a different persuasion put in. I mean different religious persuasion.

2247. The O'CONNOR DON.—But they do allow a limited sale?—I have seen instances of it.

2248. Is this limited sale an ordinary practice?—Yes, as far as I know. I have seen one or two instances of it not far from myself.

2249. CHAIRMAN.—Would you allow a valuation of the tenant's interest or what may be called his tenant-right by an independent arbitrator in the same way as you speak of in respect of compensation?—No. That is a sale, the other is a letting.

2250. You think there is no risk of fictitious value?—No; not in what I call a free and open sale.

2251. Baron DOWSE.—Let it find its own level in the public market?—Yes, because this mock sale compelling you to give to a certain party, and for not half perhaps what you would get from another, I look upon as a great hardship.

2252. CHAIRMAN.—I think in the definition of tenant-right which Baron Dowse put to you, he said he would allow a reasonable objection to the purchaser on the part of the landlord?—I would not. I would give him the law of the land; if you lay down a principle you don't know where it may stop.

2253. Baron DOWSE.—You think if any man is fit to be a citizen, he is fit to be the tenant of land?—I would say if the man is able to get a character from the priest or some one else, I would not allow the landlord to interfere at all.

2254. Suppose the landlord said, I would not like this tenant, and I have objections to him in every way, and I'll give you as much for the land as he will give you, would you give the landlord the right of pre-emption?—I give the right of pre-emption where the tenant gets as much as the land would carry in the open market, provided the landlord wanted it for personal use, but he might want it for another tenant.

2255. Mr. SHAW.—You allow it if he gives the full price?—Yes.

2256. Baron DOWSE.—You would not allow the landlord to get it for the mere purpose of absorbing it into another farm?—No. Provided the landlord wants to build a house, say to live on the estate, and there is a *bona fide* desire to get possession of the land for some personal purpose I would allow the landlord the right.

2257. But you don't want to lessen the number of tenants?—No I would rather increase them. If you do not do something of that kind the landlord might by raising unreasonable objections prevent the sale. I would give the right for no other reason than for personal occupation; if the landlord does not want the land for that purpose, I would not give him any choice at all. There is another question my mind is very strong upon, and that is the poor-rate. I believe in the Irish Poor Law Act, the deduction by the

tenant was to be the same in the highest as in the lowest rented tenancy, and the deduction must never exceed half the poor-rate. At present there is no check upon the landlord, for by doubling the rent in small holdings he can cause the tenant to pay the whole of the poor-rate. The poor law valuation of a farm is, say £10; and the rent is £20 which is rather a common thing enough; the poor-rate is 1s. in the pound, and the tenant pays 10s. According to the present law the tenant can only deduct 5s. of that, but I would allow him to deduct half the rate on the £20, which would leave nothing to be paid by the tenant in the end. I do not think it is right to allow the tenant who is working the farm at a loss to be charged the same as the landlord who has the fee simple. That was how it was in the original Poor Law Act, but it has been changed since 1852.

2257A. Mr. KAVANAGH.—You say the common rent is double the poor law valuation?—It is not the general rule, but there are properties where it is so.

2258. From your general knowledge of your district, have you known of any hard actions on the part of landlords?—I think a great instance is what I have just mentioned, fixing the succession to a holding at a smaller fine than any other person would pay.

2259. Wasn't that rather the fault of the chairman, or county court judge?—I am only speaking of the fact of the landlord interfering with the tenant getting the best price he can for the farm. The landlord very often reserves to himself the right of finding a tenant.

2260. Have you known any instances of landlords unjustly raising their rents?—I don't know the motives, but I know the rents were raised. There was a poor man in my parish under notice of eviction, but it was settled. His rent was raised.

2261. But raising the rent is not the habit?—I would not say it is. There are two properties where the rent has been considerably raised, although all the improvements were done by the tenants.

2262. On whose property is that?—I don't think it is fair to ask me; but there is the property of Mr. Henry, and another property belonging to Mr. Hamilton, in my parish. I heard it from people whose house I was at at the station, that the rent had been raised in the former case from 17s. to 35s. an acre.

2263. Baron DOWSE.—Isn't it the fact the landlord can raise it if he chooses?—Yes.

2264. The tenant is bound to accept it, or go out?—Or go to law. My principle is to prevent the possibility of law between the landlord and the tenant.

2265. Mr. SHAW.—And to give the tenant perfect security?—Yes; and my notion of fixity of tenure is—you shan't be touched until you do wrong to the landlord.

2266. Baron DOWSE.—Did you ever turn your attention to the question of a peasant proprietary?—I did.

2267. Do you think the purchase clauses in the Land Act helped to create a peasant proprietary?—I don't think they did much. I put my ideas on paper, and if you will allow me, as the subject is a difficult one, I will read them—

"FREE TRADE IN LAND AS IN FRANCE AND PRUSSIA."

"To fully develop in Ireland the qualities of the soil, and render it capable of supporting proportionably as large a population as land of much inferior quality on the continent, the density of population in Belgium is 425 to the square mile (5 Irish acres to a family), in Ireland 200. We must have small holdings, no rents or small fixed rents, with perpetuity of tenure. To bring about this state of things by constitutional means, that is without shocking the prejudices of the most fastidious, that is the question for consideration. Baron O'Hagan sometime since said, that by localising sales, making every land court one for the disposal of all property within the circle of its jurisdiction, much might be done, through the working of the Bright Clauses to effect this most desirable consummation. This, I believe, is to some extent correct, but that the Bright clauses so improved will, by themselves rapidly create a peasant proprietary, is to my mind the merest delusion. The grounds on which this state-

ment rests are, that solicitors in charge of the sale of property in the Landed Estates Court may or may not give tenants the benefit of these clauses just as they choose and, as a rule, they are unwilling to sell properties in less quantities than single townlands, and they are so unwilling because purchasers distinct from occupiers are indisposed where they can buy less than that quantity, but won't buy townlands where rent paying tenants, after sale, became intermingled with occupying peasant proprietors or tenants who pay no rent. They don't like them to intermingle."

2268. Mr. SHAW.—It would cause jealousy?—Yes, and this would be the case if tenants without exception on properties for sale were offered the benefits of the Bright Clauses, because, as a rule, there is scarcely a townland where tenants won't be found unable to buy, because of their poverty, no matter what aid they receive. The only practical corrective of these clauses is to compel Court to fine down the rent to a certain figure, say half the Poor Law valuation, according to the sum advanced by each tenant, with lease in perpetuity, and, this being done, lands might be sold in single or more townlands, according to the taste of solicitor and purchasers, because, in that case, they would be all rent paying tenants, but their rents would be very low.

2269. They would have perpetuities?—Yes; because, under such an arrangement, the continuity of rent paying tenancies could still be kept up, but even so corrected, the Bright Clauses, taking into account the smallness of territory (an average rental of £50,000) annually sold in the Landed Estates Court, will have rather a slow effect in creating a peasant proprietary in Ireland. The only way to obviate this unpleasantness is, if possible, to bring about such a state of things as will compel the rapid sale of land in very small parcels, say five or six acres each. To realize such a consummation I see nothing propounded by any person that can approach in thoroughness, and completeness the plan laid down by the late Mr. Scully, in his Transfer of Land Bill Session of 1853. His idea was a simplification of title, a simplification of incumbrances, a registration of both in the Local Land Court, and transfer by simple entry. By simplification of title he meant that every proprietor in possession of an estate should hold by fee-simple, so that for the discharge of incumbrances, according as a decree issued, it might be sold for ever. As regards incumbrances he would estimate all claims or interests of any kind attaching to land, say mortgages, annuities, life interests, reversionary claims, &c., at their value in cash, as is done every day in insurance offices, and so estimated (I want to transfer all the obligations from land to money), he would convert them into limited land debentures of uniform value, say £100, each charged on the respective townlands composing the property. A bill embracing these objects was laid by him on the table of the House of Commons in June, 1853. It consisted of three parts, first, the establishment of a land tribunal in Dublin, with branches in the central town of each Poor Law Union in Ireland, for the declaration and registration of title, and registration of incumbrances attaching to all properties within their respective jurisdiction. Second, it authorizes every owner whose title was so declared and registered to incumber his land to an amount equal to ten times Griffith's present, or revised valuation, by a system of land debentures. Third, the transfer of property for the discharge of these debentures according as they fell due, principal or interest was to be by simple entry and in the local office. Mr. Brooke, late Master in Chancery, speaking on this subject says:—

"I have considered the Prussian system of transferable land debentures, and always with an earnest wish for its adoption in these islands. I wish to see all judgments, mortgages, and equitable charges abolished, and land debentures for not exceeding £100 each, to the extent of a moiety of the estimated value of the estate to be the only permitted means of incumbering lands."

2270. Baron DOWSE.—Where did he say that?—I
M 2

Sept. 8, 1880.

Rev Thomas
Meagher, P.P.

Sept. 6, 1880.

Rev. Thomas
Meagher, P.P.

got it from Mr. Scully's book. It is hard to get for I think the book is out of print at present.

"Lender and borrower would be saved from endless litigation, and the public would gain a most valuable investment in small sums of money, constituting a sort of circulating medium of the most perfect security bearing interest, and as easy of transfer as Bank of England notes."

I think if I remember well there was a registration of title inquiry in England some years ago, and I think he was examined before the Commission. The Landed Estates Court, which as a permanent institution in law for some years, might serve all the purposes contemplated by Mr. Scully for his plan of land tribunal. To this he would give the power of declaring and certifying title to property unincumbered, as well as incumbered, for sale, as well as not for sale, Mr. Scully, as I said, further proposed the establishment of district officers in the central town of each poor law union, where should be registered the various properties within its jurisdiction for which title may have been declared in Dublin. The title is now established. The court does not compel the owner of the registered property to sell. He has notwithstanding incumbrances attaching to the estate, say mortgages, annuities, perpetual and temporary life interests, crown recognizances, reversionary interests, &c., all were estimated in cash by the Commissioners in the manner already described, and changed into a system of land debentures to be necessarily of a uniform value, say £100 each. Where the incumbrance as above stated did not amount to a sum equal to ten times Griffith's valuation of the property additional ones might be created to reach that amount. The debentures representing the debts were the property of those to whom the claims were due. The additional ones if such there be belonged to the owner himself, which he might give out as security for cash borrowed. The debentures would be in reality like our bank notes transferable by simple delivery, that is without indorsement, with this difference, however, that while the latter enjoy as security for their repayment in gold only the personal integrity of the shareholders composing the bank of issue, the debentures would have the best possible security, the fee of the unincumbered estate, nor could there be any danger of failure in repayment, because being a prior charge amounting in all to half the selling value of the property affected by them, there was scarcely a possible danger of the property being ever so much depreciated in value, and consequently of the security failing. The object of the uniformity in value of the debentures was that the owner of each might judge by its number how much money was charged on the property subject to it before his claim came on, and consequently whether his security was good. To make matters as simple as possible, the debentures were confined to single townlands. The Ordnance valuation of the townlands, with a map thereof indicating its locality was given on the back of the debenture, and all prior charges on the townland were, as a matter of course, stated in detail thereon. The debentures had all equal priority, that is, payment for a late one might be enforced before an earlier one would be discharged; nor could any inconvenience arise from this to a prior claimant, the property being, in all cases, adequate security for all the debentures charged on it. The interest on these debentures, which were all registered in the local offices, were payable twice a year, in January and July. The principal in ten years, or it may be longer period, from the date of issue. If a failure occurred in the payment of the principal or interest at the time fixed, an order might be got at once for the sale of as much of the property as would, in both cases, be adequate to the discharge of principal and interest due. But you must observe, payment was always for the present demand; and if the debenture due was £100, £100 worth of land in fee, that is, rent free for ever, was the amount to be sold, and no more; and thus the sale of two or three or ten acre estate would be a matter of daily occurrence. The interest and principal at time required should be

always paid by owner at the local court, and the owner of the debentures had nothing to do with the party on whose property the debenture was charged. The local court had, as agent of the land tribunal in Dublin, all power to compel payment, and was the party responsible to the owner of the debenture, just as the Bank of Ireland, wherever it has a branch, acts as agent between Government and those who have claims on Government funds. I said, if registered property were unincumbered, or incumbered to a figure less than ten times Griffith's valuation, the debts were to be changed into debentures, and could never exceed that amount. What if property were incumbered, at time of registration, to an amount equal to twenty-five times that valuation? In that case there is certain to be a priority of charge on the part of the early incumbrances. These claims, as far as ten times Griffith's valuation, are to be first-class debentures, all of equal priority with each other, and the entire property pledged to their repayment as a first charge. The remaining debts, amounting to fifteen times Griffith's valuation, Mr. Scully characterizes as second-class debentures, whose claim on the property came in only after payment of first-class debentures, principal and interest. Between second-class debentures there should be a right of priority one before the other, and the reason is because of the danger that, after the discharge of first-class debentures, the property may be inadequate to the liquidation of the entire. If the proprietor were able, from personal resources, without any draw on the property to pay off all second class debentures, then they never could be revived, and the only charges to remain would be those of first class. The reason of the introduction of second class debentures at all, is to protect the debts due on the property before the introduction of the new system of charge. While the first class debentures, because of the indefeasibility of security, were transferable and might pass from hand to hand by mere delivery, without indorsement like bank notes. The second class debentures, for an opposite reason, that is the absence, if such security were not transferable, but should remain in the local office until all were discharged. The great advantage of first class debentures to landlord is that by them he is enabled to pay off his debts one by one, and never under a necessity to selling the entire property, to meet the demands of all the debenture holders while only one is pressing for his claims, as is the case under the Landed Estates Act. With the present system of charges—The advantage of second class debentures beyond ordinary mortgages is, that they could be paid off one by one, from personal resources, leaving the estate untouched, for the protection of all first class debentures, and all second class ones undischarged. But certainly, if a second class debenture fell due, principal or interest, and there were no personal resources to meet it, the real estate should go, not alone for the payment of the particular debenture, but also for that of all first class debentures, and second class ones having a right of prior payment. It was further provided in Mr. Scully's bill that when first the land was bought under the influence of the land tribunal, no interest could be created in it less than fee-simple. That is if owner desired to devise or assign it he should do so in fee, that is give his successor complete power to dispose of it for ever, and this, in order to preserve simplicity and entirety of title. With a view to future transfer, should he wish to charge it with life interests, mortgages, remainderships, &c., these were to be by debentures. *Transfer by simple entry*—We must remember when property was originally registered in the local office, the owner got a certificate first of its amount in acres, second of its value according to Griffith, third a map from the Ordnance office, with a view to identification. The various fields composing the various townlands comprised in it, were numbered as in the Ordnance maps, to prevent possibility of mistake. We will say two debentures value £200, fall due on the property. There are no means of repayment by owner. The local court, after proper

authorization from the land tribunal or Landed Estates Court, sells say ten acres of the land to meet the demand. The townland out of which the above ten acres are sold to pay off the debentures is three hundred acres. The original certificate containing the three hundred acres is given up by owner; he gets a new one for two hundred and ninety acres, purchases another for ten acres. The old certificate given back to the office is destroyed. The only trouble attending the sale or transfer is each party affixing his signature with proper attestation as owner of the portion in his possession after sale. I must add any owner was not obliged by Mr. Scully's bill to bring his land under the influence of the land tribunal, but only if he thought it his interest to do, and the inducements the bill held out to owners to act under it were these—first, simplicity of title; second, quick and inexpensive manner of borrowing money on the property by means of land debentures; third, simplicity of transfer. Mr. Scully fancied these inducements were sufficient to stimulate any owner to bring his estate under its operation, but in this he erred, for a bill substantially the same with it became through his untiring exertions law in the year 1865. It is called the Debentures Act, and is to this moment practically a dead letter. If it should be asked why is this, simply because of the opposition of the lawyers whose fees, derived from land litigation, questions of title, mortgages, &c., would, as is clear to any person, be terribly reduced. A Permissive Registration of Title Act was passed, I think, in the year 1868, at the instance of Lord Emly, and for the identical reason that operated against the Debentures Act—that is, the opposition of the lawyers because of an apprehension of reduced fees—nothing or next to nothing is done under it. The only thing required to make both perfect measures is by direct or indirect means to render their operation compulsory. Mr. Scully himself would have done this had he been permitted to retain his position as an M.P. for a few years longer, but he was not, for in the year 1865 he ceased to represent the county of Cork or any other place, and hence the failure of his most

beneficent project of land reform. Under our present system of transfer we have only one place of sale for all Ireland—to wit, Dublin. The quantity of land annually sold is £50,000 rental, expense of sale some £350,000, and the instances where farmers can manage to buy their own holdings are very few. Under Mr. Scully's system we would have one hundred and sixty-three places of sale (the number of our poor law unions). The quantity of land annually sold would most likely reach as a rental of some £500,000, the expense in each transaction a few shillings. If the farmers did not, in every instance, buy their own holdings, it would be their own fault, as the quantity of land sold in each would seldom exceed one tenancy, and, if they had not the entire of the purchase money, they could, in every instance, avail themselves of the Bright clauses. This system of registration and transfer is the order of the day throughout the Continent. In the United States and every one of the British Colonies, and why it should be refused to Ireland, every one of whose inhabitants is dependent on the land for their support, is beyond my comprehension. Ireland at present under a system of large and small farms, precarious tenures, and ever-increasing rents, supports in miserable dependence some five and a half millions. Sir Robert Kane, in his work entitled "Industrial Resources of Ireland," adopts the opinion of the late Mr. Blacker, that under a system of exclusively small farms, moderate rents, fixity of tenure, it is capable of supporting some 34,000,000. Under the plan of Mr. Scully, as here explained, which, in a few years, would be sure to eventuate in a system of small farms, no rents, and leases for ever. That is peasant proprietorship, pure and simple. I am sure it would be fair to assume that it would support in a position of comfort and independence, a population of 40,000,000.

2271. CHAIRMAN.—Are these cases which you have mentioned of Mr. Henry and Mr. Hamilton cases long past?—Yes.

2272. Then there is nothing very special within your parish as to raising rents since the Land Act passed?—No, nothing.

Mr. BERNARD COLEMAN examined.

Mr. Bernard Coleman.

2273. CHAIRMAN.—I believe you are a Justice of the Peace for the County of Louth?—Yes.

2274. And you reside at Ballybarrack, Dundalk?—Yes.

2275. You farm, and occupy your own farm?—Yes.

2276. Have you any tenants?—Well, I have a few tenants.

2277. What is the extent of your property?—Well, I have the townland of Ballybarrack, 428 statute acres; 107 acres in Balregan, and 28 in Mounthamilton. That is the whole extent of the land, and there are forty acres in Ballybarrack held by six tenants.

2278. How many tenants have you?—Six.

2279. Six altogether?—Yes.

2280. Do you own these in fee?—Half of Ballybarrack, Mount Hamilton, and Ballyregan are in fee. It was purchased in the Landed Estates Court. Half of Ballybarrack is held in fee, and the other half I hold as tenant-at-will.

2281. Under whom?—There are a number of landlords—Madame de Paul, Mrs. Grantham, and Mr. Holme. Mr. Blackley, of Belfast, is the agent.

2281A. Then first, as to the portion that you bought in the Landed Estates Court?—That is at Ballybarrack. I purchased half of there.

2282. Is that part of Lord Roden's estate?—No, Mount Hamilton is on Lord Roden's estate. Ballybarrack is part of the purchased property of Richard Mayne, of Newbliss, in the Landed Estates Court. The other part was the property of the late Lord Clermont who willed it to his three sisters, and one of them willed it to the other, and had occupied it since. Richard

Mayne sold it in the Landed Estates Court, and I purchased it. It was undivided up to that time. The other half remains in the hands of three parties—Madame de Paul, Mrs. Grantham, and Mr. Holme.

2283. Perhaps you could tell the particulars of the purchase of Ballybarrack?—Yes. Mr. Richard Mayne, of Newbliss, was the landlord to whom I paid rent. The lease was for a life, and it was running out. In 1840 he got £2,000, and agreed to give a lease renewable for ever at £200 a year rent for his undivided half. I purchased this half from the Landed Estates Court on the 16th day of December, 1878. The other half was a tenancy-at-will. This lease for lives expired in 1852. Then I had from that six years before the purchase, and the other half which I still continued in as tenant-at-will, but at the same rent of £213 a year. In 1858 there was a division by the Landed Estates Court, Mr. Armstrong being sent down by the Court for the purpose. It was divided on the map, but you would not see where the division was if you were to go on the land. I then was served with notice by the other parties that they were to increase my rent, to which I objected, and they asked me to give a proposal, and I offered £250. They said they would take £300, and I would not give it, and I was served with a notice to quit, although my father was occupying the place for fifty-one years.

2284. And you lost that portion?—No, I have it still. I had it for six years as tenant-at-will, and I got this notice to quit of 16th April, 1858, because I would not give the £300 a year rent. It was coming near November, and I was getting uneasy again, for a man

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in farming would be interfered with in his whole system if he lost portion of his land. I received this letter from Mr. Travers Blackley, from Ashtown Lodge, dated 14th September, 1858 :—

"DEAR SIR,—I acknowledge receipt of yours of yesterday, and regret you have not come up to the rent I mentioned. When I named it I was not depending on my own judgment alone, but on that of well-qualified persons acquainted with the locality, and as between all parties I should fairly recommend that the offer be accepted, and the business thus settled. From your character and business habits, and long residence, I freely confess I would prefer you to any other tenant; and as you would have the power of throwing it up at the end of five years, or renewing it, as you would think desirable,—"

[That is meaning that they were going to divide the portion, and they would give me five years of a lease.]

"if I were in your place I think I would hesitate before I would do anything to let it slip from me. I do not presume to give advice, for every person, as I think, ought to be the best judge of what suits himself."

That gave me a start, and I did give the £300, as I could not get over it. Then I received this letter of the 25th September, 1858 :—

"DEAR SIR,—I received your proposal of £300 a year rent of Ballybarrack, and I communicated it to Madame de Paul and Mrs. Grantham's solicitors, with a strong recommendation that it will be accepted, and I have no reason to think it will not. My object as agent is in getting a good tenant, and in having such a man as you, who has been so many years a satisfactory tenant."

2285. Mr. SHAW.—How many acres were there in that?—218 statute acres. The property contains 428 acres. When it was divided there were 210 acres put in one half and 218 for the other. I have the Ordnance map here. The notice to quit shows 218 acres.

2286. Why was it not equally divided?—Because there is a house and residence in one half. The landlord never expended a shilling there. What I may complain of is not only that I lost the eight acres then, but I must pay the rent for it all my life.

2287. You are paying rent for it now?—I paid myself £4,600 and £2,000 for the property, altogether £6,600.

2288. CHAIRMAN.—Do you pay rent on the 210 acres as if there were eight acres more?—I pay now for the eight acres.

2289. The increase of rent was forced on you by the notice to quit?—Yes.

2290. The O'CONNOR DON.—That was before the passing of the Land Act?—Yes in 1858, long before, but that would be a grievance to me still. If it was done tomorrow it would be the same thing. I would have nothing for disturbance, but I might for improvements.

2290A. Baron DOWSE.—What is your rent?—£300 a year.

2291. Then you are not, except as to a limited extent within the third section for compensation for disturbance?—No.

2292. But you would for improvements?—Yes, I would.

2293. You want to keep it at a fair rent and not to be turned out?—Precisely. I am giving more now than what is a fair rent. I have never seen my landlord at all. Madame de Paul was never in the county at all in her life I believe. Now that settles Ballybarrack. Then there is another part of the case I wish to mention, that the disturbance clause, in my opinion, should not be limited to a valuation of £100 a year. I had a conversation with Mr. "Fortescue," now Lord Carlingford, in the lobby of the House of Commons on this subject, and stated my own case in Ballybarrack, and he said "Oh, we think that a farmer valued at £100 a year can take care of himself, and we cannot approach it further." I said that that was a mistake—that the man with 100 acres had a position to hold—he would not quarrel with his landlord, and he did not like to lose his position. He might not easily get a farm of the same size, whereas it was different with a man who had ten or

fifteen acres had a kind of protection, for there was a kind of terror prevailing by which no man would take the land. There is a farm that I know on Lord Clermont's estate that is lying idle this two years, and the tenant in that case was put out for non-payment of rent. The land was uncropped the year before.

2294. Why is it lying idle?—It is a fourteen acre farm. The tenant was put out for non-payment of rent, but allowed to take with him his stocks and goods, and had leave to sell his good will in the farm.

2295. Why would not anybody take it since?—Through not getting the good will of the man put out.

2296. CHAIRMAN.—What is the man's name?—Thomas Duffy is the man's name. I would have taken it, only that I found I could not get his consent.

2297. Baron DOWSE.—It is said that a man in your position ought to be too independent to give a rent for a place that is not worth it?—Well, as I had the farm in my own occupation, and farmed about 200 acres, if I had to lose 100 acres, it would change my whole system of farming. If I adopt the five crops rotation on a farm of 200 acres, and lose 100 acres, I would have to change the size of my fields and alter the whole system.

2298. You are placed in such a position that you are obliged to give more than the land is really worth?—In this case I give more. I believe it would not set for it to-morrow in the open market. It would have interfered with my business and occupation so much if there had been a change that I was obliged to give the increase. They got 218 acres, 8 acres were allowed in consequence of the improvements of the house and offices, and the landlord never saw the place.

2299. CHAIRMAN.—Who improved the house and offices?—I did all. Since I got the place I built the house and offices on the land, and that cost £2,000.

2300. Now what is the other place you mentioned?—Balgaregan.

2301. Mr. SHAW.—Is that in the county. Louth?—Yes, within two miles of Dundalk.

2302. CHAIRMAN.—Is it near the other farm?—It is within three miles of where I live. I live within one mile of Dundalk on the south side, and its farm is about three miles from me, and two on the other side of Dundalk. It is a farm of about 65 Irish acres, or 107 statute acres. My father commenced life working that farm and he had a lease of it. That expired before my time, although I am farming it this forty years, and farming it to the very best advantage. I was a tenant at will. I asked for a lease and could not get it. I was under the impression I would not be disturbed. We had many a little battle about the rent.

2303. Who is the landlord?—Lord Roden. I paid the rent from 1850 to 1858, £72 10s. half-yearly, or £145 a year. From 1858, when the late Major Jocelyn was agent, to 1874 I continued to pay an increased rent of £85 16s. half-yearly, or £171 12s. yearly. In 1874 there was another notice from the agent again, and this is a hard case, and I told the agent so; and I never regretted anything more than this, after farming the place for 40 years in the best possible manner. It was increased to £97 10s. half-yearly, or £195 yearly.

2304. How much additional in the year?—£23 8s. on sixty-five acres or 10s. an acre on all my holdings. It was over rented at the time. The Poor Law valuation is £110, but there are two labourers' cottages valued at 30s. each which makes it £113. That is a hard case. From 1874 to 1879 I had to pay the £97 10s. In 1874 there was a meeting of the tenants on the estate in regard to the increase of rent, but I had no occasion to take part.

2305. Mr. SHAW.—There was a general rise in the rent of the property then?—Yes. They met in the town, and passed resolutions, but they made nothing of it. I did not attend the meeting, and I knew I could not make any battle as I could be evicted at once. In 1876, a notice was served by Lord Roden

to sell the estate in the Landed Estates Court, and in March, 1879 it actually was sold, and I bought this land, but I was compelled to buy it. I gave £4,600 for it. The rent was £3 an acre. There were private offers taken.

2306. Baron Dowse.—Was there any bidder but yourself?—Not one.

2307. Mr. Shaw.—Did you buy it by private sale?—No, by public sale. I bid £4,000 for a private sale. There were ten private offers accepted. We were told we must give twenty-five years' purchase, and I thought it too much, and I offered twenty-two and a half years' purchase, and there were ten who gave the twenty-five years' purchase to the penny. Mr. Alex. Shackleton, the Great Northern Railway Company, and Mr. Murray, did pay twenty-five years' purchase, but they were tenants at head-rents and not tenants at will. I refused to give the twenty-five years' purchase, and the property was put up in the Landed Estates Court. For the first lot put up in the Landed Estates Court there were no bidders. The judge asked was there not a bidder for the lot. It seemed that there were reserved prices for every lot. I bid £4,000 for my own lot, No. 15, Balregan. There was no other offer. Judge Flanagan asked was there any person to give £4,600 for the lot, and I saw from experience, that if I did not offer £4,600, the lot would be turned aside, and I did not know that I might have been told on the following morning, after I went home, that some other person had offered the money for it, and that it was taken over me. I, therefore, took it for the £4,600. There is no doubt it is good land, but I gave the £4,600, although I believe, and I feel that I threw in that £600, it was for the purpose of keeping any other person from getting it. I had the land in tip-top condition. I turned it into a farm for the feeding of sheep, and I fed them also largely for several years on oil cake. The sheep-feeding enriches the land very much.

2308. Baron Dowse.—Were you keeping it for pasture?—Yes. The sheep were paying double the rent. This is the best year I ever knew for sheep rearing. I had to give the £4,600, because the thing was kept over my head. I did not know that some person might have taken the place, and that they would evict me. I knew I would get nothing for disturbance, and for improvements there was nothing. It was all grass land. I was compelled to give a great increase of rent in 1874, more than the land was worth, because I was necessitated to do it or to surrender. Then I was compelled to purchase at their price. I think there were not twenty lots sold, and I think there were thirty sold since.

2309. By private contract?—Yes, by private contract. I think about the half is unsold.

2310. Did you consider, when you were buying, that you bought your own improvements?—Yes, decidedly. I paid £4,600 altogether. I say that there should be no limitation to the disturbance clause. We lose our position. We have a certain system to keep up. We keep a herd for our sheep, and if I pay him £30 a year on the 200 acres, and if I lose 100 acres, I must pay the £30 a year still. I till every acre I have except this farm.

2311. In no case could you get compensation for a holding over £250?—For disturbance I could get nothing.

2312. This was not a tillage farm?—Yes, it was pasture now.

2313. Why could you not get compensation under the Land Act?—I was told that by a lawyer that I could not.

2314. Is it because you were a pasture farmer?—I presume so. The opinion was taken by Messrs. Smith and Dalton. They told me I was entitled to nothing.

2315. Did you contract yourself out of it?—No, I was a tenant at will.

2316. Why were you not entitled under the Land Act?—I don't know.

2317. CHAIRMAN.—Were you tilling it up to that time?—Yes, up to last year. I found it very unsatisfactory to be working with labourers on the farm, and it was more easy to keep it in pasturage. Some of it is only a year in grass, and some for seven years.

2318. At the time of the sale was it all in pasture?—All but fourteen acres.

2319. Baron Dowse.—You were advised that you would get no compensation?—None at all. They said I would get no compensation, because the valuation was over £100 a year.

2320. CHAIRMAN.—Were you advised that although you drained and fenced the fourteen or fifteen acres and fattened sheep from oil cake, that you would get no compensation?—Yes. I expended nothing myself for draining and fencing, and I could get nothing for improvements.

2321. That is since the commencement of the tenancy?—Yes.

2322. Yours was a tenancy existing at the time of the passing of the Act?—Yes. It was raised from 1874.

2323. Your rent was raised by consent?—Yes.

2324. But the raising of the rent does not create a new tenancy?—No.

2325. That is, a tenant remaining in possession after the increase of rent does not create a new tenancy?—If I had resisted in 1874 it would have been better for me. That is my case about disturbance, and I wish to show how I suffered in Ballybarrack, where there was a division of the land.

2325A. What was the rateable value of that land?—£113 a year.

2326. One of your recommendations is to do away with the limitation clause in regard to disturbance?—It is that the tenant should be paid for disturbance. I think that a tenant at will, paying rent for the land, if he is evicted for any cause, should have compensation for disturbance, no matter what the rent is. If it is a year's rent—the man paying £100 or £500 or more, depends on the landlord—he is as much entitled to compensation as the man paying only £20 or £30 a year. There would be no sympathy for the man paying the high rent if he was disturbed, because people would say "Oh! he has plenty more." I knew I was giving more for this land than its value, and I felt the grievance at the time, but I felt that if any person had come in and given the sum mentioned I might be evicted at once. I had been farming all my life, and I farmed this place well, and I have a letter from Major Jocelyn, the former agent, in terms similar to those of Mr. Blackley, stating that I was an improving tenant.

2327. Would you have been allowed to sell by the landlord if you had wished to do so?—Not as a right. Possibly I might get the leave, but I don't know that I would.

2328. Baron Dowse.—Is it the custom?—It is not, but I know tenants that have got leave, and I know others that were refused.

2329. The landlord can do it, varying the letting?—Quite so; but it is not the custom.

2330. Now as to that property you bought in the Landed Estates Court for £4,600—Ballybarrack, I think it is—did you pay that yourself?—Yes. That was in 1858. There was no Land Act then.

2331. I am speaking of Lord Roden's property?—Yes; I am coming to that, for it is the greatest grievance I have.

2332. Was the £4,600, for which you bought some property, Lord Roden's?—Yes; it was. That is Balregan.

2333. Did you borrow money to pay for that?—Yes.

2334. Now state how you borrowed that money?—It was from the Board of Works, and I knew we would have to get a consent to make a will before borrowing. I am not a married man, but I have a family to look to their support, the families of my

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brother and sister. After I paid the first instalment I went then to look about making a will.

2335. How much did you borrow from the Board of Works?—£2,140 on one property—on the lands of Balregan, and I had to pay £2,460. The Board of Works would only give £2,140. I applied for two-thirds of the purchase-money and they would not give it.

2336. What reason did the Board of Works give for not advancing more?—They gave no reason.

2337. Did they say you paid too much for the land?—They did not.

2338. The O'CONOR DON.—Is it not a fact that the Board of Works base the amount that they advance on a certain number of years on Griffith's valuation?—I was not aware of that until afterwards, but it made no difference. I wanted to put some charge on it to the person I intended it for. I paid £3,200 for Mount Hamilton; for that they would only advance on what was in my own occupation, and they would only give me £850. That was not one-third of the value of the portion I held.

2339. They gave the purchase-money on what you held yourself?—Yes. I don't complain of that, but it might be a matter of complaint for a man depending on getting two thirds. I did expect they would give it, and I asked for it. I thought there would be an advantage in borrowing the money, but I see otherwise now. However, I did borrow the money, and I receive notices from them every half year when I pay the instalments. I now think I was very wrong to borrow a shilling from them. I get a notice from the Board of Works every half year to the following effect—

"No purchaser or person deriving title through him of any holding to whom any advance has been made shall, without the consent of the Commissioners of Public Works alienate,* assign, subdivide, or sublet his holding during such time as any part of the annuity charged on such holding remains unpaid, and any part of such holding alienated, assigned, subdivided, or sublet, in contravention of the Act, shall be forfeited to the Commissioners to be held by them for public purposes, or to be sold by them by public auction."

There is an asterisk after the word "alienate," and the following is the note :—

"The Board has been advised that the word 'alienate' includes a devise by Will, within the meaning of sections 44 and 45 of the Irish Land Act of 1870, whether the devise is in favour of one or more persons. The consent of the Commissioners of Public Works must be obtained in the Devisor's (Testator's) lifetime."

I wrote myself to the Board of Works on the 5th of December last, as follows :—

"To the Commissioners of Public Works, Dublin.

"GENTLEMEN—I see by notice on back of receipt for payment for instalments on loans No. 1,387 and No. 1,388 that I must have the consent of the Commissioners to will it. Unjust and unreasonable as this is, I must only comply, and now ask for consent to will both properties to my nephew, Bernard Coleman, aged six years, and should he die before the age of twenty-one years, both properties then to go to my nephew, Thomas Joseph Byrne, aged sixteen years, and should he die before attaining the property, it then to go to my nieces, share and share alike, they first paying off the loan obtained from the Board of Works on it."

On the margin I see written here under date "11th December, 1879," "Mr Coleman requested to furnish draft of will." Then I received this letter from the Board of Works, dated 11th December.

"Sir—Referring to your letter of the 5th instant, I am directed to request you will be good enough to forward a draft of the will which you propose to make, to enable the Board to submit your application to the Lords Commissioners of her Majesty's Treasury."

I forwarded a draft of the will, and I thought that would be sufficient, but I had a reply to that on the 5th January.

"With reference to previous correspondence in this case, I am directed to request you will state whether it is the intention of the trustees of the will to let the land in question,"

I replied to that thus :—

"GENTLEMEN—In reply to your letter received this day, I cannot say how my executors may manage the land. Should I die before my nephew comes of an age to manage, I presume they will let it for a crop yearly until he is fit to manage. If the Board has any rule on the matter please let me know, and I will carry it out. Clearly no executors could take upon themselves the management of a farm. May I ask, if I will the farm without your consent, can the person I will it to take the property by paying off the loan to the Board of Works. It would be hard if they could not."

To that letter I got no reply.

2340. Baron DOWSE.—Did you never get any reply to that letter?—I did not, although I asked for it. That was on the 6th January and on the 26th January, I received the following :—

"SIR,—Referring to previous correspondence, I am directed by the Board to call your attention to section 51 of the Land Act of 1870, and to inform you that the Lords of the Treasury consider that your proposal involves such a subletting as is not reconcilable with the object of the Act."

That letter was signed by Mr. Hornsby, Secretary, and I replied to it, but I never received any reply to my letter. I spoke to Mr. Stack, the Solicitor to the Board, about it when I was getting copies of these documents. I made my will, and if I was to die now or to-morrow, before I had time to change it, my property was confiscated to the Government. I will read the draft of the part of the will I sent—

"In the name of God, Amen.—I, Bernard Coleman, of Ballybarrack, in county of Louth, do hereby make this my last will and testament, hereby revoking all other wills heretofore made by me. I will and bequeath to my cousins, Thomas Keenan Coleman, of Baltrasna, and Phillip Cullan, Dowdstown, Ardee, all my freehold and chattel property I may die possessed of, in trust for my nephew, Bernard Coleman, now about seven years of age, only son of my late brother Patrick; all my freehold property in Ballybarrack, Mount Hamilton, and Belregan; but in case he should die before attaining the age twenty-one years, then I will and bequeath it to my nephew, Thomas Joseph Byrne, now about sixteen years of age, only son of my sister, Judith Byrne, widow, and in case he should die before attaining the property then, I will and bequeath it in trust to my nieces, Catharine Judith and Elizabeth, daughters of my sister Judith Byrne, and to my niece Mary Coleman, only daughter of my late brother Patrick, share and share alike, first paying off the loan obtained from the Commissioners of Public Works, on purchasing the lands of Balregan and Mount Hamilton; and I will and bequeath my chattel property to be disposed of as hereinafter directed."

2341. This land was in fee-simple?—Yes.

2342. If there were no will, it would go to the heir-at-law?—Yes.

2343. You have made a will you say?—Yes, I have, in contravention of the Act. No prudent man should do so in this way. The two trustees are my cousins, and they are practical farmers, but they would not manage the farm for a lad of seven years of age. They would put it out in grass. They never would let it out of their hands.

2344. CHAIRMAN.—The question was whether the executors would be at liberty to pay off the charge, and there was no reply to that?—No.

2345. Baron DOWSE.—There is this in your favour—the 2nd section of the Act of 1872, but your opinion is that in point of law your estate is forfeited?—Yes.

2346. But the Treasury may sell it, and pay the debt, and give it over to the person entitled by law to receive it?—I complain that when I borrowed this money from the Board of Works I lost the control of the entire property, including my own money. You have no control over the property, and you forfeit it to the Government until you pay them off. I would do so unless I would leave a charge on it.

2347. CHAIRMAN.—You think that the clause against alienation ought to be omitted from the Act?—Decidedly. I quite approve of not subletting, or assigning, or dividing. I think that would be an erroneous system.

2348. Baron DOWSE.—I quite agree with you in

that. The Board of Works are well advised that "alienation" does include a will, but I think that the framers of the Act did not think of such a thing as including the making of a will?—I think when they have a first charge upon the land it is very good for them, but their object was to prevent the holder selling during his lifetime until the annuities had been paid off.

2349. So that, in fact, although your interest is worth twice as much as the Board lent you, you cannot charge it with a shilling?—No. Well, I cannot complain of that. To me it will be no hardship, but the "willing" of it is a hardship.

2350. CHAIRMAN.—Do you wish to make any observation as to the non-allowance of income tax?—I do. I complain bitterly of it. I have to pay 5 per cent. upon that money, and I am allowed no income tax on the interest paid. A Dublin solicitor, would have lent me money at 4 per cent., but I wanted to get an extension of twenty years, during which time it should not be called in. If I had borrowed the money from Mr. Todd I would have been allowed income tax upon the interest.

2351. Baron Dowse.—In fact you think there is no benefit in borrowing from the Board of Works?—No. That Bright's clause in the Land Act is as O'Connell used to say, "a delusion, a mockery, and a snare."

2352. You lose all control over your property—you cannot sublet it—you cannot charge it—you cannot do anything with it, and you are not allowed income tax?—No.

2353. What interest do you pay for the loan to the Board of Works?—Five per cent.

2354. That includes the repayment of the principal?—Yes.

2355. What is the actual interest charged?—I am told it is $3\frac{1}{2}$ per cent. I never calculated it. I don't know what rate of interest it is.

2356. Baron Dowse.—Is it a fact that this land of yours is worth double what is lent upon it by the Board of Works?—I think it would let well. It is worth double. I pay more than double for it.

2357. There is a very substantial margin for the Board of Works, even if you were to deal with the property in the way you propose?—Yes, there is.

2358. Mr. Shaw.—They could not lose a shilling under any circumstances?—No. I think the Judge of the Landed Estates Court should not be a party to hold a threat over a man. At the sale there was a sum mentioned in every case. The Judge asked in regard to Mount Hamilton—"Is there any bidder here who will give £3,200?"—I had offered £3,000, and the lot was actually withdrawn, but, by the interference of Mr. Smith afterwards, I got it at the increased price. These were meadows and townparks.

2359. Baron Dowse.—Do you consider that that system puts an undue pressure on the tenant?—Yes. I did not know but that next morning somebody else might have come in after me and given the price set down, and have turned me out. The rent was raised two years before by 10s. an acre. I regret that at the time I did not stand stiff against the increase, for if I did I would have had something for disturbance. The Bright Clauses in the Land Act are a great humbug.

2360. Why?—In the first place, there is no control over it. I can borrow money at 4 or $4\frac{1}{2}$ per cent., and be allowed income tax, and the mortgagee does not care what I charge the land with.

2361. CHAIRMAN.—You could not borrow from another person on the terms that the charge was to be terminated in a certain number of years?—He would consent not to call on me to pay for a certain number of years.

2362. Baron Dowse.—Would you not have to pay the interest so long as you kept his money?—Yes, no doubt.

2362A. Would not the Board of Works be bound to terminate it at the end of thirty-five years?—Yes.

2363. Do you mean to say that you would be as well off by borrowing in the open market as from the

Board of Works?—Yes, in consequence of the restrictions. There should be income tax allowed on the interest paid. It affects our incomes.

2364. With respect to the county Louth, I know it is well cultivated and that it is a peaceable county?—Yes, there was no agitation about the land at all.

2365. At the last assizes, where I was the Criminal Judge, I had literally nothing to do?—Yes, that is the fact.

2366. Are the people satisfied with the present mode in which tenancies at will are arranged?—They would like a better proof in Ireland of their security.

2367. Do you think the present condition of the law leads to any idea of insecurity on their part?—Yes; I do think it. If there was better security there would be more improvements, and the land would be better cultivated and better secured if there was payment for disturbance.

2368. Of course a man would rather not be turned out at all if he pays his rent?—Yes, he would.

2369. If he pays rent, and does not subdivide, or sublet, or does not allow the land to run to waste by bad husbandry, you think he should be allowed to remain?—It might be compulsory, but a man is not secure who is liable to be disturbed.

2370. You know the county Armagh?—Yes, a portion of it.

2371. You know that there is a portion of it that runs further south than part of Louth?—Yes. We have a part of Armagh in our union.

2372. Do you know that tenant-right prevails in Armagh?—I heard that it did, but I don't know anything about tenant-right.

2373. Do you think it would be of advantage to introduce it into county Louth?—I think it would be of great advantage. Whatever would be just for one county or town would be just for another, and it does the landlord no harm. He gets his rent more secure than ever, for where a man gives £500 for good will of a farm that ensures that he will pay his rent.

2374. Would you yourself have liked, in that case in which you complained of being over rented, that there was some means of settling the rent between you and the landlord by some indifferent person?—Well, I don't think that is practicable. We should settle the rent. The rent had been settled up to 1874, and if he evicted me then I could not claim compensation for disturbance; if I could, I would not consent to the increase of rent. I go upon the question of compensation for disturbance, and I think every farmer who is evicted ought to get it, no matter what the value of his farm may be. When a farmer is disturbed he is at a loss that is not easily to be seen.

2375. But a great number of the farmers think that nothing would compensate for being turned out of their farms?—That is the feeling they have.

2376. If you were turned out yourself you would have plenty to live upon?—Yes.

2377. Is it not possible that men have been turned out who had nothing at all left to live upon, and had no other means of subsistence?—Yes. I was in that position once that I was liable to lose every acre I had.

2378. Would you not rather be left on your land than be turned out, even with compensation?—Yes. Another thing is that I think that the compensation for disturbance should not be less than a year's rent in any case. I think that a person paying £500 should get £500 at least if evicted. I don't see how any man could judge the value so well as the tenant.

2379. You have tenants yourself?—Yes, and that is against myself.

2380. Suppose the tenants paid a fair rent you would not be inclined to turn them out?—No.

2381. Do you still like to keep the power of turning them out?—I think the landlord should have a power. I begged of my landlord to take those tenants off my hands, more than once.

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2391. Is there any real or substantial complaint in the county Louth that the Legislature could remedy, in your opinion, further than what you have told?—The feeling among the greater number of farmers is that there should be fixity of tenure, at a valued rent. I don't think it practicable, however.

2392. Do you think it would be just?—It would be just if it could be carried out.

2393. Your difficulty is that you think it is not practicable to value the rent?—I think it is not practicable to settle the rent between landlord and tenant.

2394. Suppose it was practicable do you think the tenant should be allowed to sell his interest?—Yes, I think so. I think that the tenant should have the right to sell his interest in every case.

2395. And should the landlord have a veto on it?—No. The man gets something, and the landlord has a better security from the man coming in, who may be a more intelligent farmer than the other.

2396. And if the landlord does not like him you would let him put him out paying compensation?—Yes. I think there is very little capricious eviction in the County Louth. I think there should be compensation for disturbance in all cases.

2397. Would you give a man compensation for his improvements too?—Certainly, but the improvements are visible. What is not visible is the disturbance. In my case I was obliged to increase my rent from £213 to £300. Lord Clermont's tenants are all around me, and none are paying that amount of rent.

2398. Now, we hear a good deal about the fixity of tenure. Does that mean that a man should not be turned out so long as he pays his rent or do you agree with that?—The value of land may change, and how is a landlord to get an increase or how is a tenant to get a reduction.

2399. Mr. KAVANAGH.—I thought I heard you say you did not think fixity of tenure would be practicable, but that it would be just?—I think the valuation of rents is part and parcel of the fixity of tenure—the two must go together. It is the valuation of rents that in my opinion is not practicable. I don't think any one is so competent to value rents as the farmer himself; and if he differs with his landlord, there should be a penalty put upon the landlord if he evicts him.

2400. With respect to fixity of tenure you said you thought the principle of it was just?—Yes.

2401. Do you think it is just to deprive a landlord

of the power of getting possession of his own land in all cases?—No. I think the landlord should have the power of getting possession of his land in every case.

2402. How would that be compatible with fixity of tenure—you said fixity of tenure was just?—I think it would be a just thing if it could be carried out.

2403. How would it be just to the landlord?—The valuation of rents would be just.

2404. I am speaking of fixity of tenure—not valuation of rents?—I regard it that you cannot have fixity of tenure without valuation of rents in conjunction with it. Fixity of tenure would not be just at all if you took away from it the valuation of rents.

2405. Even if you had valuation of rents, is it right in your opinion to deprive the landlord of the power of ever getting—even for his own use—possession of his own property?—No. I never advocated the adoption of fixity of tenure and valuation of rents, for I believe neither of them would be practicable.

2406. Baron Dowse.—If a man is not to be turned out as long as he pays a fair rent, of course, there must be some means of determining what is a fair rent?—Yes. Rents differ according to various circumstances. I know I would not undertake to value a farm even in Louth, although I know the county well.

2407. Then I suppose we may put your evidence on the subject of compensation for disturbance shortly thus: you think there should be an enlarged scale of compensation, and that tenants should be dealt with in a more liberal spirit?—Yes.

2408. CHAIRMAN.—And that the right to compensation should be given in the case of holdings above the valuation mentioned in the Act?—Yes. The limit of compensation given in the Act is entirely too narrow. I am among the very worst used class of tenant. For if turned out, the Act gives no compensation. There is no sympathy for me. If a smaller tenant is turned out he gets compensation, and for him there is not merely sympathy, but terror. When the tenant I alluded to just now was evicted for non-payment of rent, I was going to take the farm, but when I found he had not consented, I would have nothing to do with it, nor would I take a present of it to-morrow without the tenant's consent; and that farm is lying idle for two years. That is the protection that the small farmer has, which the large farmer has not.

2409. CHAIRMAN.—What protection has he?—Nobody will take his farm; but if I was turned out to-morrow, there would be twenty willing to take it; and there would not be even sympathy for me; they would say I had enough without it.

Mr. Andrew
Derham.

Mr. ANDREW DERHAM, of Skerries, examined.

2410. CHAIRMAN.—You are a tenant farmer, I believe?—I am; and I also hold some land in fee, about 191 acres.

2411. Under whom do you hold the land as tenant?—Under Mr. Ion T. Hamilton, M.P., Mr. James A. Hamilton, of Mountjoy-square, and Mr. Shew.

2412. What quantity of land do you hold as tenant?—I hold 440 acres, the rent is £880, and the valuation £667. There are three holdings.

2413. Mr. SHAW.—Are those Irish acres?—No, they are statute acres.

2414. CHAIRMAN.—Are the three holdings included in the 440 acres?—Yes. Two of those holdings are in the barony of Castleknock, and one in that of Balrothery East.

2415. How much land do you hold in fee?—I hold 191 acres in fee, the valuation of which is £157.

2416. Where is it situated?—Balrothery East, in the parish of Lusk and Finglas, Castleknock Barony.

2417. When did your tenancy of the three holdings begin; did they all begin at the same time?—No, last year my tenancy commenced on one farm from Mr. Hamilton. I hold on lease from him for thirty-one years and three lives, and with liberty to let, sell, or use in any manner I wish, a farm, sold in the Landed Estates Court, for which I paid £1,400. I hold some

land on lease from Mr. Ion Hamilton, and there the Ulster custom prevailed up to the passing of the Land Act in 1870; and for fifty acres on his estate I paid the outgoing tenant £1,650.

2418. Do you say that up to 1870 the Ulster custom prevailed?—Yes, and since. But I think there is a movement now to break down the custom.

2419. Baron Dowse.—How much did you pay for that holding?—I paid £1,650 for fifty acres.

2420. Mr. SHAW.—For the goodwill of it?—Yes. I should mention that it was cropped at the time.

2421. But the crops, I suppose, were not of much value?—No, ten acres of potatoes were the most valuable part of it, the rest was oats and barley, the land had not been very well treated; it was in the hands of a man who knew little or nothing about farming.

2422. What was the rent of it?—The rent of one field of twenty acres was £5 per acre, another £3, and there was one part of it at 10s. an acre.

2423. How much of it was for 10s. an acre?—Eight Irish acres.

2424. CHAIRMAN.—Where was this land?—At Holmpatrick, along the line of railway; it is almost equal in value to the land at Dublin, being within reach of the Dublin markets.

2425. Mr. SHAW.—You say this land hitherto has been under something corresponding to the Ulster custom?—Yes.

2426. At present there is a movement to vary it, I think you said?—Yes.

2427. On whose part is that?—On the part of the agent, not, I am sure, on the part of the landlord, because he is above that kind of thing; I was asked last winter to give up two islands which I hold off the coast. They are valuable; one of them is very good grazing land, and the rent of one is only about ten shillings an acre, of the other thirty shillings an acre. Of course there is a considerable interest in it, but it was made so by the tenant. The agent asked me to give it up to him. I went to Abbotstown, where Mr. Hamilton resides, I spoke to him on the subject, and I have heard nothing more about it since.

2428. Do you know of any case of a poorer tenant being compelled to give up his holding or of his holding being taken from him?—I know of one man; his holding was not exactly taken from him, for he was anxious to sell it, and at first consent was given him to sell, but the agent afterwards said the price was too high, and kept him on the land till he was not able to pay his rent, and then he evicted him. However, he gave him a stipend during his lifetime, and a house to live in.

2429. CHAIRMAN.—That man was not badly treated, was he?—No, he was not.

2430. Mr. SHAW.—If he had been allowed to sell when he wanted to do so would he have been better off?—I think he would; it was breaking down the custom in a left-handed sort of way.

2431. Baron DOWSE.—Would you be allowed to sell if you wanted to do so?—I don't know that.

2432. CHAIRMAN.—Was there a custom always on the estate of the approval of the price being with the landlord?—Never the approval of the price; the approval of the tenant was.

2433. The landlord had no control over the price?—Never over the price until that occasion. There never was an objection made on the ground of price except in that case.

2434. What was the name of the tenant who was put out and got the compensation?—His name was Martin; he died two or three months ago.

2435. Baron DOWSE.—How many acres did he hold?—Twenty acres, Irish.

2436. What was the stipend he got?—Fifteen shillings a week, and a house.

2437. What sum was he getting for his farm at the time he wanted to sell it?—A brother of mine had offered him between £300 and £400, but I think that included two farm horses and some ploughing.

2438. Are there any observations you wish to make in reference to the failure of the Bright Clauses of the Land Act?—Yes. I wrote down a few things with regard to the Land Act, expressing my views on the subject, I will read it if you have no objection.

2439. You may read them?—The Act of 1870 has failed to give confidence to tenants able and willing to improve their farms, owing to the manner in which the chairmen of counties are in the habit of dealing with cases in their courts. First, with regard to thorough drainage. When this is done on tillage land it must be followed by manuring at a cost of £20 to £25 per Irish acre. I am speaking of tillage land—these things are never taken into account in measuring compensation for improvements. They merely give him the sum—£9 or £10 an acre, the drainage cost—which was only the beginning of the improvement of the land. This is followed by subsoil ploughing in a year or two, as it may be found convenient, at a cost, in horse labour alone, of £5 per acre, if the soil be very stiff and strong. Good land will yield double the quantity of crops, and will be much easier tilled for a generation after; and, in my opinion, will be improving for centuries after those operations are performed in a proper manner. The increase in value should be the property of the tenant,

when the money is spent by him. He should not be told that his use of the land for a term of years was sufficient to recoup him in his expenditure. That is my view with regard to the drainage part of it, and I think that is the real groundwork of improvement in land; of course there are farm buildings and other matters which should be compensated for, but I think the Land Act fails miserably with regard to the improvements in thorough drainage of land; it only gives him a few years use of the land as sufficient compensation, which is a very great injustice. Next, with regard to tenure. Tenants should hold the land in perpetuity with the right to sell when the land was no longer of use to them, as by old age, want of family, death, or otherwise. This would introduce the best men to cultivate the land, and not keep it in the hands of young females, widows, old men, and others unable and unwilling to till it or develop its resources. In a great many leases at present there are clauses to prevent the tenant from selling without the landlord's consent—a most pernicious custom, as those people when prevented from selling, let the land in conacre year after year, and destroy the fertile properties of the soil, that took years of labour by the tenant to build up. I will mention a case. I purchased a farm from a man in high position whose two sons had gone to Australia. The father died and the farm was left in the hands of two young girls. I offered £2,500 for it, but the agent would not allow it to be sold, he would not allow me to have it, though ready to give a large sum for it. The father had effected considerable improvements, he had put up buildings and fenced and improved the property highly, so much so that where £141 a year was the rent of the farm, myself and two others well acquainted with the locality valued it at £3 an acre, or over £300 a year. All this increase in value was owing to the tenant's expenditure.

2440. Was the tenancy from year to year?—No, it was held on lease. I am speaking now about the clause in leases preventing a sale of the land, which I consider a very injurious clause. It was a lease for three lives or thirty-one years. One of the lives was dead the two others had gone to Australia and there were only seven or eight years of the term in the lease to run. The landlord would not allow the transfer to take place, though with full knowledge of the circumstances, and that those two young girls could not manage the farm, he would not allow it and I was obliged to take it from them in conacre for a year, and at the end of that time I bought the fee.

2441. Baron DOWSE.—How would you settle the question of rent, suppose there was a dispute between landlord and tenant as to the amount?—I would leave it to the regulation of some court or some person appointed by Government who would be able to deal with it. I may observe that Griffith's valuation is not a correct test of the value of land at present.

2442. You think there should be some independent authority to settle rents in cases of difference?—Yes, there should be some tribunal, of course the persons composing it should be acquainted with the value of land, for local circumstances may have arisen since Griffith's valuation was made that may have altered the value of the land, so that Griffith's valuation would be a fallacious test to go upon. I wish to make a remark with regard to landlords. There are in my opinion three kinds of landlords that injure the country—one is the absentee. The other is the man who while young and in his father's lifetime has spent his inheritance, by borrowing money to keep up his prodigal expenditure. For the absentee, I would sell the estates to his tenants at a fair price, the State paying three-fourths or more of the cost.

2443. Mr. KAVANAGH.—You mean advancing it to the tenants?—Yes.

2444. Mr. SHAW.—That is, in the case of estates held by absentees?—Yes. In the case of the prodigal, the father should have the power to leave the property by will to any of his children capable of taking care of it, and not in the hands of a man bankrupt in every way,

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who to fill his purse will raise the rents on his unfortunate tenants to a pitch that after straining every nerve to pay for a few years, will, when times get bad, leave the land exhausted and uncropped. So that sometimes good land worth a high rent near a good market is left by this means barren and unproductive, yielding no rent for either landlord or creditor. I know a fine piece of land of 200 acres Irish within four miles of Dublin, land that if set fairly would bring a rent of £4 or £5 per acre, and yet the tillage part of that land is lying idle, producing nothing but weeds.

2445. CHAIRMAN.—Why?—Because the tenant got into difficulties and had to abandon it.

2446. Is it idle now?—It is; it is covered with weeds at this moment, except the portion in grass, which is used as meadow.

2447. Have they tried to get a tenant for it?—Well, it is in the Court of Bankruptcy, and it has not been let.

2448. Baron Dowse.—I suppose you mean Sir Compton Domville's estate?—Yes. Mr. Nelson, a good farmer, and a Scotchman, who knew the value of it as well as any man, had it for a while, but was forced to leave it. Another thing, all the large companies, such as the London Companies and Insurance Companies that have estates in Ireland, should be compelled to sell them. That would be no hardship upon any one. It would be a great benefit to the country, because these companies prevent any one who holds land under them from ever improving it owing to the uncertainty of being fairly dealt with, at the termination of his lease. It is not the same thing as dealing with a landlord. A man dealing with a landlord who has family ties and who wishes to go on amicably with his tenants is more easily dealt with—and in my opinion if the landlords only went about more amongst their tenants, and not be always attended with a body guard of agents, and sub-agents, it would be better for them and the country. They never go on their estates without being surrounded with a number of agents and sub-agents, and deputy sub-agents, all of them are officers—there is none of them that you could call a bailiff or bull driver—but if the landlords would only go amongst their tenants and speak to them personally, without all that interference, there would be a better feeling than what there is at the present time.

2449. Is not he the member for the county?—He is. I wish to say that I am only speaking of him as an illustration; and I suppose when that happens with him what must it be with landlords in other parts of the country, where perhaps they would be afraid of getting a pistol fired at them, or something like that. There is no danger of anything of that sort in our county, thank God. And I don't think there would be half as much bad feeling as there is, if the landlords went about among their tenants and spoke to them more than they do. Another matter I wished to refer to was that of advances to tenants by the Board of Works. At present the Board of Works, in making advances to tenants, go by a rule of valuation. By this means the sum advanced to the tenant is very inadequate. For instance where land has been very much improved by farm buildings, drainage and fencing and so forth, the tenant's interest in his holding, if his lease is a long one, is sometimes almost equal to the value of the fee. In such a case the Board of Works should send a valuator to the land, in order to be in a position to increase the purchase money for such tenant, as it is a matter of great importance that his (the tenant's) means should not be crippled at the outset of his ownership.

2450. CHAIRMAN.—You mean the amount the Board advance towards the purchase?—Yes. In my own case all I was entitled to borrow, according to the valuation of the land, was £2,400; and I had to pay between £7,000 and £8,000 altogether for the land. The owner wanted me to take a title direct from himself, the root of that title would have been a mortgage dated in 1842. I objected to that title, and said I wished a title from the Landed Estates Court,

as it would enable me to borrow from the Board of Works. I paid between £7,000 and £8,000 altogether, and out of that I paid off the mortgage, but the Board of Works would advance no more than what was due, so that if it was the case of a man that was very hard up for the cash he could not have purchased at all. The sum was small, £1,700—but in any case they would only lend on the property £2,400, the valuation being only £130.

2451. CHAIRMAN.—Was that partly because the money was not paid direct to them, but to a mortgagee?—I paid it to the mortgagee. They could not tell whether it was with my own money, or somebody else's money that I paid the mortgagee.

2452. Mr. SHAW.—As I understand you, the chief reason why the Board would not advance a larger sum was because of the lowness of the valuation?—That was the reason.

2453. Baron Dowse.—You think that ought to be altered, and a man sent on the land to value it?—Yes. The former tenant on that place spent £2,500 in buildings alone. It has the best lot of offices of any farm in the county of Dublin.

2454. Mr. SHAW.—None of those things were taken into account in the valuation?—Not a single one. The Board of Works does not see whether the property is valued correctly or not, or whether there is anything on it worth the money. There is another matter—the county cess, ought to be divided equally between landlord and tenant in the future. In almost every case the landlords contract themselves out of their liabilities under the Land Act of 1870, with regard to county cess. In all new leases, the landlord insists on a clause binding the tenant to pay all the county cess. I think this is another cause for complaint. I paid this year, £65 county cess in one barony, and £25 in another.

2455. CHAIRMAN.—In speaking of the custom of landlords contracting that their tenant shall pay the county cess, do you apply your observations to your own district alone, or to the country generally—is it the custom of other landlords, so far as you are aware?—It is. They all contract themselves out of it. There may be an odd case, here and there, where the landlord does not do so. Now, I think when an Act of Parliament is passed, the landlords have a right to carry out the law themselves, as well as to ask a poor man to carry it out. I think, if I were letting land, I would obey the Act of Parliament, no matter what it was. I have to pay that county cess—£65 in one and £25 in another—and I have no voice how the money is expended, I know young men, who don't pay a shilling of rates, and who have the power to vote and regulate this expenditure.

2456. Baron Dowse.—We have no power to enter into that question, it is outside the scope of our inquiry?—I only want to call attention to the fact of the landlord contracting himself out of the Act.

2457. Are you of opinion that he ought not to be allowed to contract himself out of the Act of Parliament?—I don't think he should. I think he has a right to pay whatever the law says he should pay, and has no right to evade the Act of Parliament; when it becomes a law, and when it is signed by him in the House of Commons, or the House of Lords, or by Her Majesty, he has a right, as a landlord, a magistrate, and a Member of Parliament, to submit to the law, as well as the poor man has to submit to an Act of coercion or anything else against him.

2458. If tenants from year to year were allowed to remain in their holdings, and not to be disturbed unless for non-payment of rent, and that the rent was fixed by some independent authority in case of dispute, do you think that would be generally satisfactory to the country?—I think it would. I think there is nothing after all so simple as the Ulster custom; but of course if the landlord has power to increase the rent that puts an end to it at once.

2459. If the Ulster custom was improved in this way, that the tenant should not be liable to have his

custom rendered valueless to him by the landlord increasing his rent, do you think it would answer the requirements of the country?—I do. For an example of it, I would point to Mr. Ion Trant Hamilton's property. We have it in Skerries, and there is not a more contented tenantry or a better paid rental in Ireland than on his estate in Skerries.

2460. It is well situated land?—It is; but there is plenty of as good land in Ireland as what it is, and from my own rent you can see well that it is not let too low, and yet I am never called upon to pay my rent, for when the day comes I make it a point to pay without its being demanded from me, and it is the case with almost all the tenants on the estate. Of course as long as the world lasts there will be some people not able to pay, there will be land held by young females, or by other persons not able to work it, and any law that prevents those people from selling I think is doing an injury to the country.

2461. CHAIRMAN.—Do you think there should be a periodical revaluation of land?—I think it would do if there was one every twenty years.

2462. Baron DOWSE.—Suppose a tenant in possession of a farm, at a fair rent, not to be disturbed so long as he paid his rent, and to be allowed, if he liked, to sell his interest to an incoming tenant, the rent to remain as it was, unless either landlord or tenant complained of it, and if they could not agree, to get some person to settle it between them, would that be a good arrangement?—It would, except in this, that if the tenant made the improvements, then that has a right to be taken into account. But if the improvements were made by the landlord, of course the landlord should get the benefit of that in the rent.

2463. You think that those circumstances should be taken into account in fixing the rent?—I do.

2464. Would that satisfy the country?—I think it would satisfy reasonable men. It might not satisfy every one. I would be satisfied with it, but you will never get people to be all of one mind.

2465. Some persons, you know, say there should be no landlords at all?—Well, that might be a good arrangement, too, either by purchasing up the estates or letting them in perpetuity to the tenants; but, of course, those who own property have a right to be paid for it one way or other.

2466. Do you think a peasant proprietary would be a remedy for the state of Ireland?—If you mean by a peasant proprietary to bring us all down to the point of having ten or twenty acres of land, I think it would be a very bad thing for the country; but I think it would be a good thing to have a certain number of small holders, and give them perpetuities. I don't think the present way of buying it, either in the way it is done under the Church Act or under the Board of Works, would do. If you purchase land at a reasonable price from a landlord, divide it into holdings, and put a burden on the occupier to make him pay it off in thirty-five years, I think in this generation they will be greater beggars, although nominally proprietors, than they would be as tenants.

2467. How is that?—If you make them pay at the rate of five per cent., the burden would be so heavy that they will be poorer than they were before.

2468. That is, the present generation would be poorer?—Yes.

2469. Baron DOWSE.—Don't you think some consideration ought to be extended to the present generation in those arrangements, and not to sacrifice ourselves for the sake of posterity?—I do. I think we have no right to be asked to starve ourselves for the benefit of those who will come after us. I would extend the period of time over which to spread the annuities—make them say fifty years instead of thirty-five—five per cent. annuity is, I think, too much.

2470. You say the result of the present arrangement is, that for thirty-five years a man would have considerably more to pay in the shape of annuity than he has to pay in the shape of rent?—Yes.

2471. Mr. SHAW.—Don't you think a great many

people would be willing to do that for the sake of getting the ownership?—I think a great many would, and for those who could pay the money, or a large part of it, themselves, it would, of course, be better, because they would be more inclined to improve. You cannot expect to get the land improved without making them owners, or by putting them under the Ulster custom, and making them secure in their holdings.

2472. Which is the best, do you think, the Ulster custom or the peasant proprietary scheme?—I think the Ulster custom would give the greatest amount of employment and prosperity to the country at the present time, and I would recommend also that, wherever an estate was to be sold, that if any of the tenants, no matter if it was only one man, wished to purchase, he should have the privilege of doing so.

2473. Mr. KAVANAGH.—Would you force the landlord to sell his estate, whether he liked it or not?—I would not; I would force no resident landlord to sell his property. There is enough of land in the country to begin with outside that. Begin with the large companies and absentees, and the other landlords would have time to consider whether they would sell or not.

2474. Mr. SHAW.—Don't you think, where a man has a farm of fifty or sixty acres, and pays a rent for it, that if he got the ownership of it, he would be willing to pay something more for a series of years, in order to secure the ownership of it thenceforward?—If you put that question to me a few years ago, I would have said "Yes;" but at the present time, things are so uncertain—it is so hard to say what the prices will be, or to know what people will be able to pay at the end of a few years, that I cannot take it on me to give an answer. This year, for example, it is said will be a prosperous year; but it will, in my opinion, be a very indifferent year for corn, and the prices will be low.

2475. Are not the potatoes good?—Very good; but there is a very indifferent crop of barley and wheat on the rich well-tilled land. We had too much rain in July. Oats on lea land, and turnips, are good crops. Altogether, prospects better than last year.

2476. Do you think it would be desirable that there should be an opportunity given to a tenant who wished to purchase his holding, either to agree to pay off the purchase-money in say thirty-five years, or to have the option of spreading it over a longer period, so as to reduce the amount of the annual payments?—I think so. If it could be managed so that he should pay four per cent., it would be better. There is another objectionable thing in the dealings of the Board of Works. I paid between £7,000 and £8,000 for my land. The Board only advanced £1,700 of that money. Notwithstanding that, every time I get a receipt for my half-yearly payments, there is a notice given to me that I have no control over my property—I could not assign it—I could not even will it to any one. I don't think it is fair that a man should be deprived of the power of making his will, and leaving his property to some of his children, who helped him, perhaps, to purchase it.

2477. Would you say there also should be an opportunity afforded to a tenant of purchasing his holding in perpetuity?—Yes. Anything that would give him an ownership—either in fee, or the Ulster custom, or in perpetuity—would be good. Anything else would be of no use that won't give the tenant perfect security.

2478. And those three variations of ownership, you think, would suit different classes of tenants. Those who were able to pay a large sum would take an estate in fee, and make it their own; those who could not pay so much would take a perpetuity, perhaps; and others would be satisfied with the Ulster tenant-right?—Yes; but, taking the country in general, I imagine the greater part of the purchase-money would have to be got from the Board of Works; and, in that case, thirty-five years is too short a time, and the interest too high.

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2479. Some people, in your opinion, would prefer the Ulster custom, with fair rents?—Yes.

2480. And the other systems—either of purchasing the fee or perpetuities—would suit other persons?—Yes.

2481. CHAIRMAN.—I understand you to say that, in case of the introduction of the Ulster custom, a valuation of rent might take place, at the option of the landlord, at the commencement of the arrangement?—Yes; or at the desire of the tenant, if he thought the rent was too high. There ought to be some tribunal to settle the question of the rent.

2482. The tenant, if he could show that he was paying a rent upon his own improvements, ought to get a reduction?—Yes.

2483. But if there had been no rise of rent since he went into the farm, and if it were going to be turned into a farm under the tenant-right custom, he would not be paying rent for his improvements, he would have them still?—Of course.

2484. Then the valuation should be of the landlord's interest in the property, and the tenant's separately?—

Of course. Any *bonâ fide* improvements that the tenant made should be excluded. In cases where the landlord made improvements—if he built a farm-house, or cottages, or out-offices—he is entitled to be recompensed for that expenditure.

2485. As a matter of fact, have the improvements been chiefly made by the tenant?—In almost every case, except where the landlord borrowed from the Board of Works for purposes of drainage.

2486. In those cases, don't they generally charge the interest to the tenant?—I don't know; but my own landlord, Mr. James Hamilton, borrowed £400 on my application last year for drainage at Castleknock; and the arrangement is that I am to pay one-half of the interest, and that he is to pay the other half.

2487. How much interest do you pay?—Six and a quarter per cent.

2488. You were not in a distressed district?—No. I could not induce our board of guardians to "go in" for that.

Adjourned until next morning.

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SIXTH DAY—TUESDAY, 7TH SEPTEMBER, 1880.

Present:—The Right Hon. the EARL of BESSBOROUGH, Chairman; Right Hon. BARON DOWSE, The O'CONOR DON, ARTHUR MACMORROUGH KAVANAGH, Esq., D.L.; WILLIAM SHAW, Esq., M.P.

JAMES EVERITT, Esq., P.L.G., and Mr. JAMES R. DREW, examined.

James
Everitt, Esq.,
P.L.G., and
Mr James R.
Drew.

2489. CHAIRMAN (To Mr. Everitt).—I believe you are deputed by your board of guardians to give evidence before this Commission?—Yes. What I will give evidence on is my own personal experience of the working of the Land Act—what occurred absolutely to myself, I may say. The first thing that occurred to me was the great hardship and expense inflicted upon poor tenants in getting witnesses to prove their claims for compensation. In the first place the great difficulty of getting witnesses to give evidence—I find that one of the most difficult things at all in proving a land claim. I will give you a case that occurred to myself. I held a farm opposite my house from a person that I suspected would take it from me or raise the rent if I improved it. When the Land Act was passed in 1870 I got my attorney to consult Mr. Palles, the present Chief Baron, as to whether I would be safe in doing anything to it when the Land Act was passed. The Chief Baron told me to treat it as if I had a lease for ever of the land, and on that opinion I thorough drained, manured it, and laid it down. When I had these improvements done and my money spent, I was served with notice to quit by this person. When I began to prepare my claim for compensation I found the greatest possible difficulty in getting persons to come forward to prove that I made these improvements, though they saw me making them themselves, and knew what I was doing to the place. They were so much afraid of the influence of the person I had the land from that they would not come to give evidence, though they knew all about it. There were three gentlemen in the neighbourhood—Captain Smith, Mr. Charles Osborne, and a son of Colonel Kelly—who used to shoot over the land, and I went to them and said:—"I cannot get any person to come and prove what I did for this farm. You saw yourselves what was done there;" and these three gentlemen instantly said:—"We saw the improvements you made there, and we will swear to them when your claim is heard." These are three magistrates resident in the neighbourhood, estated men. They gave a tone to the whole thing, and when the people of the country saw that these three gentlemen were willing to come forward and give their evidence, they all backed me up then.

2490. CHAIRMAN.—What is the name of the landlord?—Saurin is the name of the landlord. I suppose this thing will be all published—the names and everything.

2491. BARON DOWSE.—You need not have his name if you don't wish?—I don't care. Better mention the names and everything. I will run the responsibility.

2492. CHAIRMAN.—What was the result of your claim?—The claim was to be heard at the land sessions in Trim. I have already shown you the difficulty I had in getting witnesses to give evidence. I now want to show you the expense poor tenants will incur in getting their claims for compensation disposed of. After I had my claim prepared and everything ready, the case was to be heard first in Trim, but when we went there, myself and my witnesses, it was said the claim was informal. There was some technical point in it wrong, and the landlord's attorney got up and said:—"Oh, this is all wrong; that won't do at all; the claim is informal;" and it was adjourned to the June sessions in Duleek. At the same time the landlord demanded that he should get possession at once, as he said the time in the notice to quit was up; but everyone in court stood up and said until my claim for compensation was heard possession would not be given. Mr. Molyneux—a first-class man indeed—got up at once, and agreed that possession would not be given until my claim was heard.

2493. Who is Mr. Molyneux?—Mr. Molyneux was the county chairman. I wish we had more like him. I had to bring my case to Trim, and it was made out to be informal, so then, of course, there could be nothing done until the Duleek Sessions. That was nearly £20 expense to me. I had to bring my witnesses thirteen miles on outside cars. When the Duleek Sessions came I attended again, but the Barrister telegraphed that he was ill and could not attend at the Sessions. I had my witnesses there also and everything ready. See the expense I incurred there! If I was a poor man how could I stand it at all, or what would become of my claim. The whole thing was only seventeen acres of land. From the Duleek Sessions it was then adjourned to Kells. I had to bring all my witnesses to Kells. When the case was

fully gone into—at least it was gone on with for a length of time—the Barrister said “the only thing I cannot decide is about the manures; I cannot say at present whether the manures are worth so much, and on that account I will have to adjourn the case to the October Sessions.” So it was adjourned again, and then at last the barrister granted me at the October Sessions £340. Upon that £340 being lodged in Court by the landlord (which is the greatest grievance of all, I think), I was ordered to give up possession. I had to give up possession of the land to the landlord without getting my money, upon which the landlord appealed, and I had to wait for the Assizes and go to more expense without getting a farthing. Suppose I lived by that bit of land, there I was obliged to give up possession, this £340 was lodged in court, I could not get a halfpenny of it and I would have nothing in the world to pay my expenses or to carry on the claim any further.

2494. **Baron Dowse.** You had given up possession before you got the money?—Certainly. I had to do it.

2495. **CHAIRMAN.**—Was the money lodged in court?—The money was lodged in court, and as soon as the landlord lodged it he appealed. Instead of coming on at the Spring Assizes the appeal did not come on until the Summer Assizes.

2496. **Baron Dowse.**—Why was that?—I don't know. He put in some plea or something of the kind, but at any rate he did not bring it on till the Summer Assizes. It was Judge O'Brien who tried the case at the Summer Assizes. To support his appeal the landlord had engineers up from Kerry. He sent down to Kerry. He holds land under the Marquess of Lansdowne, and he got an engineer up from his lordship's estate in Kerry, to give evidence on my claim—a man that knew no more about the sort of improvements that would be necessary in the county Meath than the man up in the moon would. He got another witness down from Armagh. He got Scotch seed merchants to prove the quality of the grass seeds I put into the land. He denied that I put in the tiles I claimed for, and brought over a Scotch seed merchant to back him up, and only that he could not say it was so I would not have got a penny for my seeds. He brought men that were only passing along the road to swear that they saw my men shovelling in the tiles instead of putting them in properly. He brought other witnesses who condemned the system of farming pursued on the land. After all Judge O'Brien affirmed the decision of the barrister, and granted me a decree for the £340. After going before the courts five different times, what remained for me but £340 to pay for all the money I had spent. Though I was allowed my expenses, I had to pay Mr. Forde—that was my attorney—£50 10s. 6d., as between attorney and client. There is one case for you. Is not that a very hard case under the Land Act? Now, if you like to ask me any questions about that case I would like to answer them at once, before I go on to anything else.

2497. What would be your remedy for that?—I will give you that in the latter end, but if you have any question to ask me on the case now I am ready to answer it.

2498. You certainly seem to have got a good deal of law?—I was £100 out of pocket at first for law expenses, and I had to give the £50 of course to my attorney.

2499. **CHAIRMAN.**—You would rather have kept out of court altogether if possible, I suppose?—I will just furnish my evidence as to other cases before I go into that.

2500. **Mr. KAVANAGH.**—Have you not read the 5th clause in the Land Act?—I don't know the 5th nor the 6th, I am not up in the laws, but I just tell you what occurred to myself.

2501. You complain of the difficulty of getting witnesses to prove improvements; the 5th clause of the Act says that all improvements on a holding shall

be deemed to have been made by the tenant unless the landlord can prove the contrary?—Exactly, but I was bound to prove what their character was, and what they were worth.

2502. **Baron Dowse.**—The presumption of law is that the improvements have been made by the tenant, but if a man wants money for them he must prove what they are?—Certainly; and if you subpoena a man that is afraid to give evidence and make him come forward you will have him a hostile witness. Only these gentlemen came with me to give evidence I would not get two pence.

2503. **The O'CONOR DON.**—Were you able to show by your accounts and bills how much money you had spent on those improvements?—When I went to prepare my claim at first I claimed £623, I claimed for the state the land was in when I got it—it was in a wild and wretched state. The consequence was Mr. Constantine Molloy, who prepared my claim, came to look at what I put down at first; he said “This won't do; you cannot swear to these things; put nothing in that you cannot swear to every shilling of.” I said, “very well then, we will cut it down and leave out all that I cannot swear to myself, but I can swear to every shilling of £400.”

2504. You had spent £400 on improvements?—I had, but I claimed £623 at first. That was my own idea, taking into consideration the way the land was in when I took it. Then Mr. Molloy came and said beginning to laugh; “It won't do if you go on with this. Just put in what you can swear to every item of yourself and it will be all right;” and then and there I reduced the claim to what I could swear to.

2505. **CHAIRMAN.**—I don't know whether it is material but what was the cause of your eviction?—To raise the rent or take the land from me. He is a landshark. He has about 1,500 acres in his own possession. Nothing would do him but to have all the country to himself.

2506. **Mr. SHAW.**—At any rate it was not for non-payment of rent?—Not at all. I got five years' rent as compensation for capricious eviction.

2507. He has the land in his own possession?—He has the land there still, himself or his son. It was just to seize the land he did it. He saw that I had expended a lot of money in improving it, and that the land was in prime order for him to make money out of it, and the very instant I had spent the money he slipped at me. It was on Mr. Palles' opinion I went, that I might go on and make the improvements just as if I had a lease for ever.

2508. **Mr. KAVANAGH.**—It was in fact an effort to confiscate your improvements?—Nothing else in the world.

2509. Did you consider the compensation sufficient?—Not half enough. I would not take £1,000 for the place. It was just opposite my hall-door, it was 17 acres of the grandest run for sheep after I drained it that you could see. I used to keep three or four hundred ewes there every winter. Upon my word I think that was the reason he took the land, because he thought it would inconvenience me so much.

2510. **CHAIRMAN.**—How much compensation did you get for disturbance and how much for improvements?—I got £340 altogether. I cannot say how much I had for the improvements, but that was what I got for expense and everything.

2511. **Mr. SHAW.**—Was that for disturbance and improvements?—Disturbance, improvements and expenses. The expenses cost me £150.

2512. What did you get for disturbance?—Five years rent. £22 10s. a year I was paying for it, and I got five years rent.

2513. **The O'CONOR DON.**—I suppose these trials must have cost the landlord a great deal of money also?—That case cost him, with the Kerry man and everything else, I don't know how much money, but he thought he would oust me altogether and that I would get nothing.

2514. I suppose his expenses must have been as

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much as the fee-simple was worth?—I would not give £340 this moment for the fee-simple of it as it was when I got it. It is a heavy, coarse wheat soil, but when you properly improve and drain it there is no better feeding land.

2515. CHAIRMAN.—So that he would be better off if he had never disturbed you?—I suppose he had the satisfaction of getting possession of the farm.

2516. The O'CONOR DON.—He did not offer to leave you in possession upon any terms?—No terms. He knew the convenience of the place to me, and that I would not leave it on any terms.

2517. Mr. KAVANAGH.—If he did not offer to leave you in possession upon any terms, how can you say that he wanted to raise the rent?—I don't know whether it was to raise the rent or not. It is evident it was the farm he wanted, after seeing the money I spent upon it, and not to raise the rent. He never said a word about raising the rent.

2518. I understood you at first to say that the object was to raise the rent?—I suspected at first that it was to raise the rent he took the farm.

2519. CHAIRMAN.—That he wanted to raise the rent whether you had it or somebody else?—He wanted to get it into his own hands to make money out of it, because he saw that I had it properly improved.

2520. Baron DOWSE.—And your cause of complaint is that after laying out your money on improvements, upon the faith of your being secured the enjoyment of them, the farm was taken away from you, and you lost your money?—Certainly; and remember also the great inconvenience I was put to, and the great hardship that was entailed on me in getting persons to come to prove my claim. Really, only that these three gentlemen came forward I would hardly get a single man that would not be afraid to give evidence. Another case to show you the difficulty of getting witnesses: I was served with a notice to quit on another farm in 1877, under the Marquess Conyngham. I held 142 acres from him. The poor young Marquess, I think, did not know much about it, the old man was dead, and his agent served a notice to quit on me. I prepared my claim for compensation. I went around to twenty or thirty of the neighbouring tenants, and I could not get a man of them to give evidence, though they saw the improvements made—you would swear I wanted to ruin them.

2521. What were they afraid of?—Agents, bailiffs, bumbailiffs, and everybody about the estate. You would think they were all going to be hanged, the way they were afraid of their lives.

2522. No legislation, I suppose, could make men brave?—No, indeed. The next point is that tenants can be deprived of their holdings and kept out of compensation for years. If I had been living by that bit of land that I told you about, would it not be too bad that I should have to give that land up without being paid for my improvements? Would it not be a nice thing with £340 of mine lying in court, if I had only that seventeen acres of land to live upon, to be kept out of it for a year, and, perhaps, not have a penny in the world?

2523. So far as that is concerned, that is discretionary with the chairman. The Act does not compel a man to give up the land without getting his money. The chairman could have allowed you to remain in possession until your claim was decided?—I pressed him to allow me to remain in possession, and it was no use.

2524. If you were a poor man you would have to go out and lie in the ditch, or go into the workhouse?—Of course I would. The chairman said, "Let him lodge the money in court," and when he lodged the money I had to give up possession. Here is another hardship—that assistant barristers who know little or nothing about the improvement of land should decide in a court of justice that any tenant who would be in peaceable enjoyment of his improvements for nine or ten years would be recouped for his outlay, and would be

allowed nothing for his improvements. Now I think that is as hard a case as I know.

2525. The O'CONOR DON.—Have you known instances of that?—Yes, I saw it. I was present at the time. It was the case of *Collis v. Martley*. I will afterwards exemplify it by a case of my own. Collis had a large farm from Martley. He expended £5,000 or £6,000 in improvements—making drains, building ditches, making roads, and matters like that. Martley served a notice to quit, and required to get up the farm. Collis gave up possession, and served his claim for compensation for the £5,000 or £6,000 he had expended. It was nine years previous to that he made the improvements. Mr. Neligan (the assistant barrister) got up in court and said that if all the farmers in Louth and Meath and Monaghan came forward and swore that Collis was not recouped for his expenditure on the land he would not believe them, and he gave him not one penny for his improvements. Now, I say the land would not be in a thoroughly good condition after these improvements for nine years.

2526. Baron DOWSE.—Was there an appeal in that case?—The unfortunate man got so alarmed about it, he committed suicide.

2527. Is that long since?—About two years ago, I was present myself when the case was heard. The man went into England, not knowing what he was to do, and when he came home he went into a hotel in Drogheda and killed himself.

2528. The land is in Meath, I suppose?—Yes. I will tell you now what happened in my own case. In the year 1850, I gave a person £500 for his interest in a farm. During that year, and 1851, I made nothing of it, the land was in so bad a state. About this period the Drogheda Board of Guardians appointed Mr. Joseph McLoghlen, of Dunmore, to value the union. In walking over my farm with me he told me "Such land as this is not worth having; if it is not drained and otherwise improved, it will break you." I was a young man at the time. He was a particular friend of mine, and he held 500 acres of land himself. "What I would advise you to do," said he, "would be to take two crops out of it and give it up to the landlord, for it will take any amount of money to improve it. It was from the late Duke of Bedford I held the farm, I saw the agent shortly afterwards, and I told him what Mr. McLoghlen advised me to do. He just said; "we don't want to take any advantage of you. I will send a person to value the land, and if he says it is too dear we will give it to you at its value." He did so, and gave me a considerable abatement in the rent, so much so that Griffith's valuation being £120, the man that walked over the land and examined it gave it to me at £114, that is £6 less than Griffith's valuation, because I was going to give up the land at the rent I was paying.

2529. Mr. SHAW.—What rent were you paying for it previously?—The rent was three half guineas an acre.

2530. How much would that be altogether?—£140, and it was reduced to £114. He did that, and gave me this considerable abatement. After this I thoroughly drained seventy acres of it, and ploughed it up, and laid it down in a proper manner. Why it is only within the last few years it is able to fatten cattle. But, if I were dealing with a rackrenting landlord, do you think I would have it in that condition?—Now, suppose this property was sold to-morrow in the Landed Estates Court and purchased by a landshark, if my lease were out, and if I were brought into the county court to claim compensation for my improvements, according to Mr. Neligan, I would be entitled to nothing because I enjoyed my improvements for nine or ten years.

2531. Baron DOWSE.—What kind of improvements do you say, Mr. Neligan held were exhausted in nine or ten years?—Drains and manures, and everything a man could do in the way of improvement.

2532. What kind of drainage?—Draining the land, knocking down ditches, and such things.

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2533. Do you mean pipe drains?—Pipe drains.

2534. Mr. SHAW.—Were there not buildings too?—He made improvements in the way of buildings too. There is what Mr. Neligan held.

2535. CHAIRMAN.—Are you quite clear that he mentioned drainage?—All improvements. He would allow him nothing for anything. He said he was recouped for everything after eight or nine years. Now I say this much—that land that I got then at 24s. or 25s. an acre, I drained it all; when I drained it, it cost me from £8 to £10 an acre. I thorough drained every inch of it, and put up gates and piers for it. I covered it all up and laid it down in the best possible way, and top-dressed it with lime and manure, and with every sort of stuff that would improve it, and if that land is now worth 50s. an acre I maintain that I have as good a right to the 25s. an acre I have added to its value as the landlord has to the other 25s., unless I take the value out of it. It will be improving every year, and in time to come that land will be worth four times as much an acre as when I got it, through my improvements and industry.

2536. Baron DOWSE.—The Land Act intended to give you all your improvements; the shortcomings, if there are any, must be in the administration of it; I don't know how any Act of Parliament could make Mr. Neligan more liberal?—There is what he lays down at all events. Again some county court judges say that tenants are not entitled to compensation for improvements for pasture lands. Now that would be the result of their decision in such a case as this—that tenants five or six years before their leases expired would break up their farms to recoup themselves for their expenditure, and would leave the land in such a state that they would not be in the same condition again for the next thirty years. Every man that is a practical farmer knows that if you spend your money feeding with oil-cake and hay and everything in the winter, and if you make land that was as barren as a wilderness a splendid rich farm that will fatten cattle eight cwt. or ten cwt. it would be simply burning the candle at both ends if you were to get nothing for your expenditure, and it would be better for you to destroy that land again.

2537. CHAIRMAN.—Do you apply that to pasture farms only with no tillage on them?—Certainly; he will allow for no pasture lands at all.

2538. Mr. SHAW.—It is you who have made that land what it is, and you say it took twenty years to make it good fattening land?—Twenty years, at least.

2539. With a large expenditure of money?—Yes.

2540. Baron DOWSE.—Does he lay that down as a principle of law?—What is the poor unfortunate tenant to do.

2541. He can appeal?—The poor tenant cannot appeal. Where is he to get the money?

2542. Mr. SHAW.—I am afraid it has often been decided in the same way, that nine or ten years' enjoyment exhausts the tenant's improvements?—Surely you never heard such a thing. It is enough to set every man in the country cracked. The consequence is, all improvements are stopped, the tenants do nothing in the world in the way of improvement unless they can't help it—they are afraid of their lives to do anything. Neither would I only for the man I have to deal with. You may talk of absentees; it is the greatest comfort in the world to be dealing with such a man as the late Duke of Bedford. The property belongs to the trustees of the late Earl Russell's son.

2543. Baron DOWSE.—And are they easy to deal with?—Very easy.

2544. Is it your experience that it is the noblemen and the old proprietors of large estates that deal most considerably with their tenants?—They are the men—the old proprietors. I would not have them parted with at all; but the men that buy in the Landed Estates Court, I would hunt them out of the country.

2545. A man might buy in the Land Court and be a pretty good man, is not that so?—Well, there are some of them very good.

2546. Mr. SHAW.—Then you would not hunt them all out?—Well, nearly. They scarcely have the land in their possession six months until they cast about to re-value it, and make money out of it.

2547. Baron DOWSE.—Suppose a gentleman purchased an estate in the Land Court in a part of Ireland where a tenant-right custom was never known before, and said "You are all to have the Ulster tenant-right custom amongst you," what would you think of that man?—Oh! that is a good man. That would be all right.

2548. Mr. SHAW.—You did not tell us about Lord Conyngham's lease?—I am coming to that. I have reason to think of the whole of it. I pay £1,000 a year. I hold 462 acres of land, and I did not make within £778 of what I made last year. It is all very well, but I have to pay my rent and bear the loss. I can show you day and date for every penny I received and expended. It takes £5,000 or £6,000 to stock and work it the way I do, and it is hard enough not to have any interest for all that money, but instead of that to lose £788. The fourth injustice inflicted on tenants who are valued at £50 per annum and upwards is, that they are not entitled to compensation for disturbance, and can contract themselves out of their improvements. Besides, this clause is only an encouragement to landlords to consolidate, as they would have nothing to pay for disturbance out of the large holdings. I will give you a case now to show the hardship it is that a tenant is not allowed compensation for disturbance on large holdings. In the year 1864 there was a widow named Mrs. Mills ejected out of her farm at Slane, on the Marquis of Conyngham's estate. A friend of her's came to me and begged of me to redeem it. The ejection was for nonpayment of rent, and it was subject to redemption for six months. I went the next day and saw the farm, and made a bargain with Mrs. Mills subject to the approval of the Marquis of Conyngham. The agent lived at Mountcharles, and I went to see him.

2549. Baron DOWSE.—Mountcharles is in Donegal?—Exactly.

2550. You went I may say from one side of the country to the other to see him?—I did. I went to see him, and when I told him what I had done, he told me that the farm was promised to another, and that it could not be given to me. I then told him that it was not every day that a person got the chance of getting a farm under the Marquis of Conyngham, and for that reason when I would go home that I would go to Lord Athlumney, who lived beside me, and get him to use his influence with the Marquis. I did so, and that day Lord Athlumney saw the Marquis of Conyngham, who told him that he would accept of me as a tenant. Lord Athlumney used his influence with him, and told him that I would make a good tenant, and the Marquis of Conyngham then and there agreed to take on with me as a tenant. There never was a word about anything till she died, when I was served with a notice to quit.

2551. Mr. SHAW.—It was a yearly tenancy, I suppose?—There was a letter promising a lease to her. I thought it was a good lease, but when they served me with a notice to quit, I laid the thing before Mr. Molloy, as he stood to me so well on the former occasion, and he said it would not stand in court, that I could not insist on specific performance, because the exact number of acres, and the exact rent was not mentioned.

2552. When did she die. Lately?—In 1877. I wrote to the agent to know the cause of my receiving the notice to quit. He did not answer my letter. Shortly afterwards I wrote to the young Marquis—the old Marquis having died—telling him that I wrote to Mr. Russell, to know why I was served with a notice to quit, and also saying that I bought the

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interest in the place with his father's approval—that I paid my rent regularly, and made a great deal of improvements on the land. The young Marquis at once wrote back, saying that he would inquire into the matter, and if he found it to be correct as I stated, that there would be no more about the notice to quit. That notice to quit was then let drop, because he found that what I said was correct. When I was paying the next rent, the agent told me that the object of serving the notice to quit was to raise the rent. "If that be all" says I, "send a competent man to value the place, and I will take a lease of it at the rent that he says it is worth." Well, now this gentleman that he sent—and I would not wish his name to be mentioned—this man put a value on it of 2s. 6d. Before he sent the report to the agent he told me. "Now," said he, "I was sent to value the farm"—he was a very respectable man—"I was sent to value the farm, and I have put 2s. 6d. an acre more on it than you pay, and will you pay that," "I think it very dear," I said, "considering all it has cost me, but sooner than have a dispute I will pay the 2s. 6d." What was the consequence, the agent wrote to this man saying "it was not worth his while sending him to value the land, that he should have put 5s. an acre on it," and there and then a lease was drawn up for me to sign putting on 5s. an acre increase, and I had to contract myself out of all the clauses of the Land Act. Before I signed the lease I told the present agent Mr. Osborne—the old man got bronchitis or something, and was not able to act, and there was a new agent appointed, and this was the gentleman that brought it to me to sign. Before I signed it I told the present agent, Mr. Osborne, he lives near Slane, that I expended £2,000 on improvements and fine, and if they would give me that I would give them up their farm, that I did not want any law at all. The reason I tell you that story is to show you the great disadvantage there is in persons like me not to have power to claim for disturbance. Here is my argument. If I could claim five years rent for disturbance, and £2,000 for improvements do you think I would stand 5s. per acre advance, and contract myself out of the Land Act? Do you think I would do it? 5s. an acre advance left me £35 a year more rent, and I am almost giving him £2,000 fine for a lease of thirty-one years. Do you think I would do that if I could claim five years rent which would be £1,500, and £2,000 for improvements, do you think I would not go into court? I get nothing because I am in the occupation of it for nine years, and had I any alternative only to contract myself out of the Land Act.

2553. Mr. KAVANAGH.—That is assuming that Mr. Neligan's decision is law?—But when it is done there is no more about it.

2554. Mr. SHAW.—He is your County Court judge at all events?—Yes. If we had poor old Molyneux we would have nothing like that at all, he was the fairest man I ever saw, really I never saw so painstaking a man. Fifth, the gross neglect of which some landlords are guilty in giving the whole management of their estates to solicitors. Now, the greatest curse that can be inflicted on a community is that the landlord does not look about his own property, only gives it to a man from Dublin who only looks to getting the highest rent he can so as to get his own percentage.

2555. Is that common?—Very common. There are about 20,000 acres in our part of the county, and there is not a resident landlord there, the agent does everything. Some few years ago Lord Gormanstown died, and his life being in a number of leases four or five hundred acres went out of lease. The rent on every tenant on the land was increased from 60 to 100 per cent., from which advance, with the bad harvest, there is not one tenant on the land able to pay his rent this month, not a single tenant on the land, so much so that some of them wanted to buy a cow or a horse and they came to me.

2556. They are small holdings, I suppose?—Good

large holdings, some of them up to a hundred acres or more.

2557. Mr. KAVANAGH.—Whose property do you say that was?

2558. Mr. SHAW.—Lord Gormanstown?—No, his was the life. It was a man named M'Dermott's.

2559. CHAIRMAN.—What was the name of the owner of this property?—M'Dermott.

2560. Baron DOWSE.—Where does he live?—In Dublin, out at Sandymount. Although the land is in the most wretched state of any in the country, when we got the Clerk of the Union to write to the landlord that he could get money at 1 per cent. to improve it, he declined. There are hundreds of men idle in the district, we could get the union scheduled, the Board of Guardians got the clerk to write to thirty-eight landlords, all absentees, to know would they take any money to improve their properties, only two out of the thirty-eight wrote down that they would like to pay a penny.

2561. Mr. SHAW.—All absentees?—All absentees. I must say there was one gentleman wrote before, the late Attorney-General, Mr. Gibson, a first rate man, and his father before him, could not be matched; all the tenants on his property had leases for ever, and he wrote that the tenants themselves were bound to do it. I want to show you how ignorant these landlords are. Although he lives near Dublin —

2562. Mr. KAVANAGH.—Who is this?—M'Dermott. He wrote back saying he did not require it as he considered there were no improvements to be made; and the land, I declare to goodness, the way it was after the flood, unless a few houses built on it and a few ditches, the whole land all covered with heather and requiring to be drained, I would not give 10s. an acre for it, and he charges £2 for some of it.

2563. Mr. SHAW.—Is it good land?—It is good land, but the man that had it at £1 was raised to £2, and the man that had it at 15s. he raised to 30s.

2564. CHAIRMAN.—Had he been owner of the property for many years?—I think so. This will give you an idea of what some landlords know about the state of their properties. Sixth, the great reduction there would be in the rental of lands if the improvements were made by the landlords and not by the tenants. I will just give you a case of my own. I hold a farm from a gentleman for which I was paying £5 per acre; you would think that an enormous rent.

2565. Baron DOWSE.—Is it an English acre?—No, an Irish acre. But this gentleman and his father held the land in their own hands for years and put it into the highest possible condition. As last year was a bad one, I went to him on the 1st of October and told him unless he gave me a considerable reduction I would give up the land to him. Sooner than take it off my hands he gave me an abatement of £90 a year; there is only seventy-four acres in the farm. Do you think if it were my capital and my industry that had increased the value of this land, which naturally was not worth £2 an acre, but which by their petting and care and attention they made worth £5, what would the landlord tell me if I went up to demand an abatement? Would he not tell me to give up the land? But because his money was invested in it he soon gave the abatement.

2566. Mr. SHAW.—Are you bound to keep it in grass?—No, I am not bound to keep it in anything. From my experience of the working of the Act I am of opinion that the tenants would submit to any terms short of being evicted before they would go to law, and on that account I would say the Act of 1870 should be repealed, and a law enacting security of tenure at fair rents with a right of sale should be passed; that is my doctrine, and nothing else will do. It is all nonsense bringing tenants into court, because they won't go until compelled.

2567. They would submit to an increase of rent on any terms?—Wait till I give you a case. In the

year 1869, a gentleman bought a property in the Landed Estates Court, the rent was £190 a year, and it was all paid by one tenant. When the lease expired in 1872—mind you the Land Act was in force then—he advanced the rent to £325.

2568. On the same tenant?—On the same tenant. Although the tenant knew he would not be able to pay it, nevertheless, he took on sooner than go to law. What was the result, after selling everything he had available to pay this rent, he broke down, at last, and he and his family had to get out-door relief, and I am the man who got it for them. The man was not able to be removed in, he would have to go to hospital himself and his family if he could be removed, but he got so prostrate that he could not be removed.

2569. The rent was very excessive?—Terrible, entirely; it broke him down.

2570. CHAIRMAN.—Have you any objection to give the name of the landlord and tenant?—Walsh is the tenant, Booker is the landlord.

2571. Baron DOWSE.—Near what town?—Duleck.

2572. Mr. KAVANAGH.—Where does the landlord live?—He lives in the county Meath, he is one of those landsharks, buys a farm anywhere he can and turns out the tenant.

2573. Baron DOWSE.—What do you call a landshark. I have heard of seasharks?—I will tell you. The landshark will be travelling over the country, and see a nice bit of land with one and a nice bit of land with another. This property will come into the Landed Estates Court, he will gather up £2,000 or £3,000 and buys it, and he will serve a notice to quit to take it off them, or raise the rent so that they will be swamped in a few years; and there are hundreds of those in the county Meath. The man has the farm now in his own hands.

2574. He has not made much of that?—He has ruined the poor man. Well, then, I say security of tenure at fair rents.

2575. How would you manage the rents?—I have that here. Now, I consider Griffith's valuation would be a fair rent, and I will give you the reason why, because in ninety-nine cases out of a hundred where the land is worth more it was the tenant's capital that did it—don't you understand, the tenant's capital and industry that did it. I recollect the time Griffith's men were valuing our district, I spent many days with them. It was not the condition of the land they valued, but its quality. They would go into a field there, no matter how rich the field was, they would not care a button about that, because they knew it could be exhausted in a few years. They would dig down to the subsoil and look to the different kind of clay. They would say there is flint in this or sand in this, or loam in this, and then they went into another field and said this is ten shillings better land because it has such and such in it. I will give an instance, I had a field under the Duke of Bedford at twenty-five shillings an acre, it was in a very exhausted state, worn out with wheat, oats, and barley being taken out of it. He walked in and dug down to the subsoil, "This is only poor; this is a good soil." He walked into the field that I am paying £5 an acre for, he dug down to the subsoil, "Now," said he, "your land inside that is so poor and wretched now, is better land than this." "Oh, nonsense, I would give £2 an acre more for this land." "You would," said he, "on account of the condition, but what would it cost you to put that land into the same condition as this land is in, it will cost you any amount of money." "How do you prove that?" said I; "Because yours is a deeper soil, this would be burned up in a few years." I have that land inside now improved.

2576. What is that land you have from the Duke of Bedford at 25s. per acre, and the land you have at £5 an acre valued at?—The Duke's land is valued at 29s. an acre, and the other at about 32s. an acre.

2577. Mr. SHAW.—What is the difference in quality, has the Duke's land overtaken it?—No, it has not, the other land is keeping its distance well before it,

so much so, I have the two farms now, I fatten eighty or ninety beasts on the outside farm; I turn the cattle from the Duke's farm out there, and when the dealers come in to buy the cattle, actually from the sleekness of their hair and their general appearance, they would pick out the cattle I have turned out from the other. I saw a report from the landlords saying that thirty-three per cent. over Griffith's valuation was a fair letting value, he was quite right, but the tenant made it 33 per cent. over what it was originally. I admit there is a great increase in the price of agricultural produce within the last thirty years, but in my opinion not equal to the advance in labour. Now, for example, thirty years ago you would get farm labourers to reap at 1s. a day, at present the wages are 4s. 6d., and the men not half as good, all the young and able men having gone to America. We will just take an acre of wheat, it takes eight men to make up an acre, thirty years ago you would get that acre of wheat made up for 8s.

2578. Baron DOWSE.—What do you mean by making it up?—Reaping, binding, and stooking. At present it would cost you 36s.; does not that leave 28s. difference in the making up of wheat alone? Thirty years ago a man was satisfied with the run of a cow and calf, now a herd won't take less than £30 or £40 a year. Labourers of every class are 2s. and 2s. 6d. a day. It takes eight men to make up an acre, and you will see from this that in wages alone there is a difference of the fair rent for wheat land. I agree there is also a large increase in the price of beef and mutton, wool and butter, but let me ask you, how is the wheat-growing farmer to produce them on his worn-out land, if he were after expending £30 per acre on it, and petting and nursing it for twenty or thirty years, he might think of making it produce, but, without that outlay, I maintain such land is not worth half Griffith's valuation. I know a farm of that class, the grass of which was let by auction. This man had 170 acres of ground, he turned all the land into grass, the wheat did not pay at all—fine, strong land, but well worn out—he turned the land into grass. It has been in grass for the last twenty years, and he had a lot of young cattle on it. The man died and the family got embarrassed, and there was an auction there last spring. Griffith's valuation is 21s. an acre; some of the land sold at 7s. 6d. an acre, and the rest at 15s. In the present state of the law, where would you get a man to expend £30 per acre on such a farm? Is not that the way to go at it? Give the tenant security of tenure, at fair rents, and for the hundred that would be anxious to buy under the Bright Clauses, at present you would hardly get one, and for this reason, that all the capital the farmers hold is not enough to buy stock to stock their lands, improve them, and provide for their families. The Bright Clauses would be all very well, but if you would have to pay one-third, and work the land and settle your families, it would not do at all. If they could extend the payment over sixty years it would be just equal to the present rent, but if you have to get £5, or £20, or £100 from a farmer he would not think of the Bright Clauses at all. All the men that bought under the Bright Clauses in our country are the greatest paupers I know—they are in the hands of bankers, and usurers, and money lenders, and so on. In 1848 I bought a farm, where I live, for £1,000.

2579. Tenancy from year to year?—No, a lease for ever. I took and thorough-drained fifty acres of ground; I limed it and manured it, and laid it down in the best possible condition. Well, a son of George Hoyte, that lived up here in Sackville-street, wanted a hunting lodge, and a friend of his named Warren, that lived in the neighbourhood, came to me in 1872 or 1873, and what do you think he offered me for the farm with all its improvements. He offered £4,000 and I would not take it, it cost me more to put it into that state, I wrote to him, saying I could not take it, that I would not gain a penny piece. There are other remedies which I consider would be the greatest pos-

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sible benefit to the country. First, the repeal of the laws of primogeniture and entail; and next, that all proprietors who have lands in want of improvements should be called upon to improve or sell them. In case the Government would not think of doing either, the least they should do would be to insist upon the landlords allowing the tenants to raise money from the Board of Works for permanent improvements.

2580. CHAIRMAN.—In case the Government did not?—You know the landlords won't allow the tenants.

2581. You mean if the law should not force—

2582. Baron DOWSE.—I think he means in case the legislature does not pass a law?—Yes.

2583. Mr. SHAW.—Then you would give the tenant power to borrow?—Yes, and not have the land in that state. Wait till you hear how they get on with the law of entail. Judge Dowse, you know well the law of entail. I was on a jury in Trim before you one time, a poor man that gave a fine for a farm, the very moment the landlord died, his wife comes into court to evict the tenant. I asked the same day what was Griffith's valuation of the land, "Griffith is not here to give evidence," said you. Mind you, he got a lease of it for more than Griffith's valuation, but still we had to sign the document in court to turn the man out. If we were inside, we would not sign the document for you, but you made us sign it outside.

2584. Baron DOWSE.—The law could not help it?—No, perhaps not. I consider the laws of primogeniture and entail the principal causes of distress in the country, the landlord is not willing to spend one shilling on his property, but to keep all for the younger children. The tenant will make no improvements whatever, being aware that if he will his rent will be raised on the first opportunity, besides this it is a great embarrassment on farmers, shopkeepers, and tradespeople. A gentleman bought property in the Incumbered Estates Court, in my neighbourhood, he entailed the estate so as to come to his eldest son, and then to his second eldest son. The eldest son was not in possession three months, he had no money, he went to shopkeepers in Drogheda, and got furniture from this man, and goods from this other man, and died in three months. The second son came in and cracked his fingers, and said, "The property is entailed, I will not pay you anything."

2585. I suppose he had no property to pay his debts?—Not a shilling.

2586. Mr. SHAW.—They thought he had?—He had, if he lived.

2587. Baron DOWSE.—Would you make every landlord owner in fee?—I would let the law of primogeniture be abolished.

2588. You would let him own the whole estate?—Certainly.

2589. Mr. SHAW.—Able to sell it?—Certainly.

2590. You would not tie him up by any legal means?—If he was going to be married there should be a settlement on his wife.

2591. Baron DOWSE.—If a man said he was only tenant for life in a horse, and as soon as he died it went down to his remainder-man in tail?—Oh, that is a very different thing, a horse might die of the bellyache in twenty-four hours.

2592. Mr. KAVANAGH.—You would think it a right thing to have fixity of tenure, fair rents, and free sale?—Yes.

2593. All over the entire country?—No, where a gentleman would improve his own estate, I would not interfere at all, and what is more, any landlord that advanced money I would give him 5 per cent.

2594. You would not claim from Mr. Smith the right to sell that land?—No, walk up to him any day I am tired of it, and give it up to him.

2595. Mr. SHAW.—You have nothing to sell, you pay the full letting value?—Yes.

2596. Mr. KAVANAGH.—In fact, if I understand you right, your plan would extend to those lands in the greater part of Ireland where tenants' improve-

ments have brought the land to the present value?—Certainly.

2597. Baron DOWSE.—But supposing the landlord did make the improvements himself is he not paid for them in the rent, or ought he not to be paid for them in the rent he charges?—Certainly, pay him for it in the rent.

2598. And if he is paid by the rent ought he not to be satisfied with that, and let the tenant remain in?—I would give him according to the price in the market.

2599. If a landlord gives a farm to a tenant in the same way that a gentleman in town gives a house to a tenant, it is fit for him to live in it without laying out money, he can charge all he can get?—Charge all he can get.

2600. Mr. SHAW.—Would you not give him something like security of tenure, he must be doing something in the farm after all?—If the landlord made all the improvements, and built the house, if it was a tenancy from year to year, I would have the English system there. I would give him power to have his property when he required it.

2601. Is it possible for a tenant to live in a farm of that kind without expending labour and capital on it, and improving it?—I cannot improve that land I have, I could destroy it if I liked.

2602. Baron DOWSE.—I suppose you mean if a landlord lets land to a tenant, on a distinct understanding and obligation between himself and the tenant, that he (the landlord) is to make all the agricultural improvements, and that the tenant is entitled to call upon the landlord to make these agricultural improvements, then you would not interfere with the landlord's right to turn that man out?—No.

2603. But supposing the landlord has made all the improvements on the farm, has it in his own hands, and then lets it to a tenant, and puts a rent upon it to compensate him not only for the lands but the improvements, and then lets it to the tenant to deal with it in a husbandlike manner, would not the tenant think it a hard thing to be turned out without compensation?—

2604. Mr. SHAW.—Or to be turned out at all?—I think it would be a hard thing, but I would cut off my hand before I would ask to interfere with Captain Smith.

2605. But you are not living on the farm, it is a mere accommodation farm?—Yes.

2606. Baron DOWSE.—Have you any tenants yourself?—No.

2607. Are you aware of how many cases of that description there are?—There is not a case in the parish of a landlord improving his own land, not a case in the parish.

2608. Mr. SHAW.—But this Captain Smith is a tenant himself?—No, he is a fee-simple owner, and I would say give back the land in that case.

2609. CHAIRMAN.—You would get compensation for your manures and tillages under the Land Act?—He would not allow me to plough it at all.

2610. Baron DOWSE.—I don't understand Mr. Everitt to say, in the case of a landlord making all his improvements, that the tenant would get more than compensation. You would not deprive the tenant of a claim for unexhausted manures?—No, if he could improve it.

2611. Mr. SHAW.—Then, if he only paid £49 a year rent, he would have a claim under the Land Act for disturbance?—Yes, he would have three years compensation at £50 rent.

2612. Mr. KAVANAGH.—Supposing a landlord had laid out £30,000 or £40,000 on the improvement of different farms under him and did not raise the rent, would you not secure to the landlord the amount of money he spent?—Certainly;—I would give him five per cent.

2613. Baron DOWSE.—Don't you think you could give him some compensation for that by increased rent

on a revaluation?—That is what I mean. I don't mean to give him the money, but increased rent.

2614. Mr. KAVANAGH.—I don't mean to particularize the means, I only mean to say you would regard his claim as a just one?—Certainly.

2615. You said Griffith's valuation was a fair rent for the land?—Exactly.

2616. And you admit that the valuation was made on a scale of prices existing at the time of the valuation, valuing the quality of the land on that scale of prices?—Yes, and not the condition.

2617. Well, the prices have increased very much since?—Not in the same ratio at all as the price of labour.

2618. But you were talking, I take it, of pasture land?—I will come to pasture land if you like. Take the pasture land in the state it was in originally, it was not fit to fatten anything at all; the tenant took the land, improved it, tilled it and limed it, and brought it from Griffith's valuation up to the present rate. Anyone that did not do that, it is not worth Griffith's valuation; anyone that did, it is worth more. There are 10,000 acres in my parish that are not worth Griffith's valuation, and it was the best wheat land, worth two guineas an acre.

2619. Baron DOWSE.—How has that gone down?—They took all the vegetable matter out of the land, they turned it into grass, and that grass has no fattening properties in it. It is the tenant that made the land what it is worth, and, as far as the price of beef is concerned, unless you lay out £20 or £30 an acre on land, you will be able to make neither beef nor mutton.

2620. Mr. KAVANAGH.—As far as pasture land is concerned, the improved price of labour has nothing to do with it?—It will take £30 an acre to make land fit for cattle.

2621. But all the land in Ireland is not in the same position?—Nearly all the land in Ireland, fit to fatten cattle, is like that. There is no land in Ireland fit to fatten cattle except Meath.

2622. Baron DOWSE.—What about Roscommon, and the plains of Boyle?—I have been there, and if you brought the cattle over to Meath, the hair would be standing on them. I have got some good cattle from a man named M'Dermott, near Castlereagh.

2623. Mr. KAVANAGH.—You said about peasant proprietors, that is under the Bright clauses of the Land Act, you said that if fixity of tenure was given you consider the tenants would be better off with that than purchasing?—Under the present system of the Bright clauses I do.

2624. Just let me finish my question. Because the most of that capital that ought to be employed in farming would be exhausted in the purchase, would not that objection extend to allowing a free sale to tenants in the future? No tenant could get a farm without paying a large sum of money for only the good will?—Well, that is his own look out. No man is such a fool as to buy a farm unless he had money to buy it and work it, because there is no more abject creature than a man who buys a farm without money to work it.

2625. Baron DOWSE.—In the one case he is a free agent, and in the other the law makes him?—Certainly.

2626. Mr. KAVANAGH.—The effect of extending free sale all over Ireland is practically limiting the farms to men who had money. I don't say that is any harm or not, I merely say it is a fact?—No man can farm without money.

2627. Baron DOWSE.—You say fixity of tenure, free sale, and fair rents, and you think Griffith's valuation would be a fair standard, supposing there were circumstances under which the tenant might reasonably say, and the landlord might reasonably say, that Griffith's valuation was not to be taken to be the standard, then would it not be fair to settle by arbitration what the rent should be?—Certainly, if the landlord and tenant would agree upon it.

2628. If that is done, and the tenant holds the land and is allowed to sell it, and cannot be turned out as long as he pays the rent, you think?—That would settle Ireland, there would be no more about anything. It will settle the whole country. I suppose I spoke to a hundred tenants since I was speaking to Mr. Donnell, every man said they would be satisfied with that.

2629. What do you think of buying landlords out and out with three hundred millions of money?—Oh, nonsense. I would be sorry they would leave the country. In the first place those three gentlemen I have mentioned, they give a tone to society in the country.

2630. And there would be no body left to grumble at if the times were bad?—Exactly. I could not get a man to give evidence for me only three resident landlords. I could not get any tenant farmer to come forward like a man until these gentlemen came forward.

2631. The O'CONOR DON.—Are the rents in your part of the country much over Griffith's valuation?—Not a great deal; in some cases they are. Ours is a wheat country. I used to have forty acres of wheat and seventy acres of oats. Now I have not one grain of corn in the world, I gave it up.

2632. Baron DOWSE.—Is the harvest cut in your part of the world?—It is, practically, all cut.

2633. CHAIRMAN.—We had a witness yesterday who objected very much to the conversion of tillage farms into pasture, on the ground of its leaving no room for the employment of labour?—That is a fact; but the landlords in our country could drain and improve the lands. There are farms in our country that 100 men could be employed on for the next ten years.

2634. Baron DOWSE.—What do you pay your labourers?—On permanent wages, about 2s. a day.

2635. We had a gentleman here from Kildare who said his standard of wages was 9s. a week all the year round, a cottage and garden, and 1,000 feet of a ridge of potatoes?—That is fair pay. What I give is 9s. a week, the grass of a cow and calf, a garden of potatoes, free house, and fire.

2636. Mr. SHAW.—That is for herds, I suppose?—For herds.

2637. They are skilled men to a certain extent?—They are skilled men.

2638. They are not common labourers?—Whenever you want a common labourer in the winter you will get him at 9s. a week.

2639. Baron DOWSE.—It is said there are about 600,000 tenants in Ireland, and that they ought to be placed on the soil in a more secure position; and I am not saying that they ought not; but there are a number of people have no land at all; there are small artisans and shopkeepers in towns, and the labouring classes; and I apprehend they are the people of Ireland as well as the farmers—do you think there ought to be any facility given to those people to acquire land?—Certainly, as far as the people in towns are concerned, I would let the dead bury their dead, that is, look after themselves; but, as far as the labouring classes in the country are concerned, they are very ill-used.

2640. There was a reverend gentleman here yesterday who thought that clause about building labourers' cottages should be made compulsory?—Certainly.

2641. You know you will not settle the whole misfortunes of Ireland by dealing with one class?—Quite right.

2642. But, at the same time, if you give security to the tenant, the condition of the labourer must be advanced?—Yes.

2643. CHAIRMAN.—You said, in the event of the landlord refusing to improve his property?—He should be called upon to sell it.

2644. Or else for the tenant to be allowed to borrow—what security would a tenant be able to give the Board of Works for the loan?—The land.

2645. You would propose that they should give the landlord's property in the land as security for the

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loan?—The money would be invested in the land under proper supervision. The county Meath, if it was properly drained and improved, would feed all Ireland. You can walk miles and miles on the roads this minute, and, if you wanted to know the way, you could not get a human being to tell you which way to turn—no people in it.

2646. Mr. SHAW.—Do you think that is a proper state of things?—No.

2647. Are there many small tenants in Meath?—Very few.

2648. Are you aware there are a great number of small tenants in Mayo and Galway?—Yes.

2648. Have you heard that it has been suggested they should be taken and planted in Meath?—I think it would be very well done. There is a farm in my neighbourhood of two thousand acres of land held by a minor, and all stocked with cattle and sheep. It is true there is no better family. I suppose they keep a hundred people employed on the farm just for pure charity; they might not keep ten.

2650. You referred to some purchasers in Meath under the Bright clauses; were there many you know of?—Very few; the people that bought under it burned their fingers.

2651. They bought too dear?—In the first place at the present moment all they could get was £4,000. Supposing you gave £9,000 as the price, you would have to make out £5,000, no matter where it came from. Supposing you had only £3,000 of your own, there would be the £4,000 you get from Government, where would you get the other £2,000? You would have to go to a usurer who claims ten per cent., and

that man could have you any time he liked; he would go about the country saying you were in his debt.

2652. He could confiscate your property?—He could.

2653. Because if the Board of Works know you have been borrowing this way they can make the whole thing null and void?—Yes, I know several such cases. They are talking now of the Church lands. The Church lands were all let low, and what they bought the Church lands at was 22½ years' purchase on Griffith's valuation. This was all right, but I think the people now would be sooner without them. Security of tenure, fair rents, and free sale, if the Irish people are not satisfied with that they never will be.

2654. Whether they are satisfied or not, do you think they ought to be?—They ought. Another thing I have to say. The Irish people would be almost satisfied with the Land Act only for the conduct of the landlords and the advantages they took of it. There was not a single flaw that was wrong in it from beginning to end they did not take advantage of. There was not a clause in it they did not pick some hole in, and the consequence was they turned the whole people into revolt. If they took a proper view of it the people would work on quietly. That was the whole cause of the ructions about the Land Act. I say if an Act of Parliament passed now giving security of tenure, fair rents, and a right to sell, if the landlords took that in a fair spirit, and not try to drive a coach and six through it, the way they did with the Land Act, it would be all right, but if they do not, then I say let the country be agitated all over to buy them out.

Mr. JAMES RICHARD DREW examined.

2655. I don't know anything about the Land Act as Mr. Everitt does, but I had a case that was entirely outside the Land Act.

2656. The O'CONOR DON.—Would you state what you are, Mr. Drew?—A farmer, and I hold about 80 acres of land under the Earl of Sheffield.

2657. Mr. SHAW.—In Meath?—In Meath, and I hold 48 acres of land under Judge Little; it is Capt. Caldwell's estate; he bought it and has a middle interest in it.

2658. You have a lease of it I suppose?—I have a lease of the last. I am a yearly tenant on the first, under the Earl of Sheffield. I am also connected with two or three other small farms in my mother's name, one is under a Mr. Cox, and Mr. Richard Gradwell is the head landlord.

2659. Are they all grazing farms?—No tillage farms.

2660. Mixed, I suppose?—Yes; some of them grazing.

2661. CHAIRMAN.—Will you tell us what your case is that you wish to bring before us?—In this place where my mother lives there is a mill built by my father and grandfather. The place was taken for milling purposes, and the mill was built at a cost of about £2,000, and they agreed to pay £135 a year.

2662. For the mill and farm together?—They took a lease at that rent. That was about the year 1840. The first time I heard of it was from part of a letter written by my father to the landlord in 1858, complaining of the high rent he had to pay. In 1865 or 1866, father having died in 1860, I began to manage the place for my mother, and I found it was impossible to pay this rent. All the improvements were made, and the buildings erected, and the mill fitted up by the tenant. The mill trade failed, and I found it impossible to pay the rent. After repeated applications the landlord gave a reduction of £7 10s. half-yearly. The rent was £135, and he said he would make it £120. This was paid until 1873. I had got the other farms in the meantime. There were 22 Irish acres with the mill. In 1873 the rents had to be left in arrear. There was a year and a half's rent

due. The agent, Mr. James Scott, of Courtown, Gorey, county Wexford, sent an attorney's letter to my mother. Acting on advice I went to a solicitor who took the case in hands, and he wrote to the agent, saying unless there was a reasonable reduction made my mother would be obliged to assign the lands to a pauper. My father held them under an assignment from my grandfather, and consequently he also could assign. The consequence was that the rent was reduced by £50. That was about £4 10s. an acre. This land was subject to systematic floods during the winter months. They would come four or five times, and sweep down into the very house where we were living. In January, 1878, the present owner of the lands came home. The old man died and left it to his second eldest son. This son came home and saw the place, and said he must have an increased rent. I said it was impossible to pay more as it was not worth it at all. He looked about the place for a short time and went away saying he would have to get more. A few days afterwards he wrote. I have some of his letters here. I had a whole lot. He wrote to say he considered he should get in place of the £85 we were paying at the time 100 guineas a year. My mother wrote that we could not at all pay that, and after some time the agent wrote, saying he would take £100 a year, £85 was the rent we were paying before that.

2663. Mr. SHAW.—The mill was useless?—Useless.

2664. The land was the whole holding?—Yes.

2665. The O'CONOR DON.—How much would £100 a year be per acre?—If you leave out waste, there are about 21 Irish acres of land.

2666. That would be about £5 per acre?—Yes.

2667. Was it very good land?—Yes; except for the flooding of it during the winter months. It was only suitable for grazing. In fact, latterly, during the summer months it was flooded in June and July.

2668. Is the mill not working at all?—No; there is no trade for it. That is the case with a great many mills in the neighbourhood.

2669. CHAIRMAN.—When the rent was fixed it was in connexion with the mill?—Yes, and the water-

power, and that left it outside the Land Act. There was some correspondence with the owner; he wrote to the head landlord asking him to purchase his interest out of the place. He is a middleman. The head landlord thought no one would purchase but the tenant in possession, and he asked £1,000 for his interest in the land. He is paying the poor law valuation on the land himself.

2670. The O'CONOR DON.—How much was that?—The poor law valuation was £47 for the lands and £23 for the mills.

2671. That would be £70?—Seventy-two pounds it came to.

2672. And his interest would be the difference between £72 and £100?—Yes.

2673. Mr. SHAW.—He offered it to you for £1,000?—Yes, and finally to cut it short a bargain was made for £600. He was offered that after sometime.

2674. The O'CONOR DON.—By you?—Yes, and by my mother to purchase his interest. Then as soon as the bargain was made, there had to be a solicitor employed, and he had to go and make inquiries and search about the titles to see as to his right to sell. There was nearly a year spent at this, and the attorney could not act himself, he had to get counsel's opinion, and counsel's opinion was adverse to the title, but if something was done by the Court of Chancery the title could be made good and the sale completed. Then by consent of both parties the matter went before the Master of the Rolls to try to have something done under the Vendors and Purchasers Act—some new Act—to make the title good, but the Master of the Rolls said the man had no title at all, the most he had was a life interest. The whole matter was ended then, and the agent wrote again to know what would be done. We were after having a solicitor employed, and I had to pay him £13 10s. for law expenses.

2675. Mr. SHAW.—How did it end?—It ended by mother asking to have a new letting, a new tenancy created, and doing away with the old lease. The receipt was always given for £135, with a temporary allowance of £50 yearly, but he had power at any time to go back upon that. I said there should be a new tenancy created, and a proper valuation made. I got Mr. Daly, of Drogheda, to value the holding for the purchase of the interest. He valued it at £3 an acre. I offered for my mother £3 an acre, but they refused that offer. We refused to pay rent, expecting every day he would seize any crop or any cattle that were put upon the land, consequently no money could be made of it. This was last year, not the present season. There were about eight acres of hay on it, and we did not know what to do with it when saved, but the flood came sweeping down and destroyed one half of it. The cocks were half way immersed in water. I was thinking of having a valuation of damage made to send to the landlord, but I considered it was only useless; last June my mother was served with a notice to appear in the Queen's Bench on claim for two years rent; there were two years rent due at the time, £270. We took no defence. He got an habere, or something it is called that way—an order to take possession; served notice on the Drogheda Board of Guardians, and we were awaiting the final part of it—he had to send the sheriff. I said I would have no more to do with it, that he might do as he liked, that I was trying to support my mother by this land, but that I could not be spending every halfpenny I made on the other farms; that he might have it, and we determined then to leave it all to him. All through we only asked him to leave the matter to arbitration, or whatever the valuation of a competent valuator was, but he refused, and finally, I think, he left this country for New Zealand, or somewhere. After paying the whole law expenses it cost me nearly £100 to fit up a place on another farm to bring my mother and sisters and all our furniture out of the way before the sheriff should come. The land was in hay. I wrote to the attorney that if he could pay my ex-

penses I would save the crop, and from this we came to terms after some time, and it is settled now, and I pay him so much. He took considerably less at the very last moment than I was offering him for the two years. I was offering him £3 an acre, that was £63 a year, and in the end he took £48 7s. 6d. per annum for the two years due. I had to pay law costs and the crop was lost, and I could not work the farm dreading a seizure every day.

2676. CHAIRMAN.—Your complaint is that this does not come within the Land Act?—Yes.

2677. And you had no claim for compensation?—No; and I complain of the Land Act in this respect, that when the £600 was agreed to be paid there should be some place, some registry, where I could see his title at once, instead of being obliged to go to sea, you may say, without a helm or compass.

2678. The O'CONOR DON.—I cannot exactly follow your figures. You say you had to pay the head rent £72 to the head landlord?—No, £48 7s. 6d.

2679. And £43, you said?—That is the mill valuation. The mill is there, but it is useless. It was built by the tenant.

2680. £47 was the total for the mill, and all to the head landlord?—£48 7s. 6d.

2681. And do you mean you offered £600 to this middleman for the difference between £48 and what you valued at £60?—Yes. Tenants will do that, and that is the reason why, as Mr. Everitt says, men who bought under the Bright clauses are broken now. They gave more than the value of the land. If the purchase had been completed I don't know what would have become of me.

2682. Then you were rather benefited by the fact that the man had no title to sell?—Benefited no doubt.

2683. Mr. SHAW.—Would you have been satisfied if you had had the means of settling the rent by arbitration?—Yes. The rent is paid up to the 1st May last, and my mother is tenant but at what rent? There is no rent fixed. I asked to have the appointment of one man as arbitrator, and that the middleman should appoint another, but I could not get that done at all. So the rent is to be whatever a valuer sent down by the solicitor chooses to put upon it.

2684. The O'CONOR DON.—How did this middleman come into possession of the interest?—He purchased it in the Landed Estates Court.

2685. Evidently he has lost his money altogether?—Yes; it was a question which of the two was to lose.

2686. And you think it right that the legislature should step in between the man who has made the purchase in the Landed Estates Court and the tenant, and practically do away with the interest he had purchased?—Certainly, when necessity required it.

2687. Mr. SHAW.—He saw what he was purchasing?—Yes; if he purchased a ship and it went down.

2688. He purchased the mill which was useless?—Yes.

2689. What did he pay for the interest?—About £1,600, I am told, but it was long before my time.

2690. The O'CONOR DON.—In this case he would not only lose the interest in the mill which arose through the milling interest becoming valueless, but also the rent of £85, which you were paying at the time he made the purchase?—Yes.

2691. Mr. SHAW.—But you say it was not worth the rental?—No; and the question, should there not be some proper court we could go before to have the rent settled instead of going into the law courts.

2692. CHAIRMAN.—That is the rent to be fixed by arbitration?—Yes, if I could see that it would be done properly. I think rather it should be a Government commission to fix rents. The farmers are not intelligent enough; and they are not above being influenced or bribed.

2693. What might be called an independent arbi-

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tration, and you think the best arbitration would be a Government valuator?—I don't say that.

2694. Baron Dowse.—Suppose the tenant and landlord disagree as to the amount of the rent, the tenant has intelligence enough to disagree?—Not in the majority of cases.

2695. But if he is protected enough and knows he is not compelled to pay the rent, he can say the rent is too high, and if the landlord says it is not, if there was some third party appointed by the Government who could settle the rent between them?—Yes; but if that man comes down into the neighbourhood to be valued, and is feted and brought amongst the landlords, will he be a proper man in whom the tenants can put confidence.

2696. At all events this may be said, if the tenant and landlord disagree, the rent could be settled by some independent man?—Yes.

2697. Mr. Shaw.—Or some independent outside tribunal, you don't say what it is?—Yes, some outside tribunal, but I would not have the county court judges, they do not know anything about it, they are not practical men in such matters.

2698. Baron Dowse.—There was a gentleman examined here who said that a jury should always be introduced to help the chairman?—You may take it from the chairman altogether, the tenants would not come to him.

2699. The O'Conor Don.—What would your proposal be?—That the Government should step in and purchase the land and give it to the tenants. Let them get security for the land.

2700. Baron Dowse.—Have you ever thought where is the money to come from?—The landlords don't want money at all. All they want is security for payment.

2701. The O'Conor Don.—Don't you know the Government have no money except what they give security for or raise by taxes?—They could do it if the thing was settled right, the landlords don't want the purchase money. If they got the Government security they would be as well off.

2702. You think if they had Government security for the payment they would be satisfied with that without getting any of the capital into their own hands?—Yes; you could have it something like consols, but I am not able to go into this.

2703. You don't think fixity of tenure at fair rents would satisfy the people of the country, fixity of tenure at fair rents as described by Baron Dowse?—I cannot see any means of fixing fair rents. How then will they be settled.

2704. Mr. Shaw.—It is done in the north practically?—I have no experience of that.

2705. The O'Conor Don.—You don't see your way to fixing rents by valuation?—I cannot. If there was 1,000 acres on an estate, and that there is to be a valuation, if the owner sends down a man, say his agent, the tenants will not agree on their side to any one man to represent them.

2706. You do not think the present rents should be taken as a standard to go upon?—Certainly not.

2707. You think in many cases they should be reduced?—And in some cases increased. That is, of course, if the improvements were made by the landlord.

2708. Mr. Shaw.—How would you fix the price for selling to the Government in the first instance—isn't the difficulty of selling the land as great as the letting of it, at least?—I think you should have a department that should value these lands.

2709. Still you would have some way of making the buyer and seller agree?—They should have some kind of compulsory power.

2710. Baron Dowse.—Did it ever strike you that in our time no such law would pass the House of Commons?—No, I think it is useless talking of it. I think it would be impracticable.

2711. You think fixity of tenure, with fair rent and free sale, would be of no use?—I think it would be as the Land Act is at present.

2712. Mr. Everitt.—But supposing it was carried

out to the letter, we want nothing better?—I cannot say that, for I want something more. If you allow every man to be owner at a fair price, he can every day increase the productiveness of the soil.

2713. Mr. Shaw.—How can the man in Galway, with his five acres of poor mountain land, improve his holding?—I cannot say that.

2714. The O'Conor Don.—Would that man's condition be improved more by having free sale, than if he was made the owner?—He would, indirectly, for he would have employment in his neighbourhood as well; there would be more employment given, for every man would be improving his land.

2715. Would he not be just as well off as if he was proprietor?—Yes, he would have far more work. There would be a better price for labour, if you had not this dread of every day being turned out.

2716. Baron Dowse.—You think there is no remedy except making a man owner of the soil?—No.

2717. I think the English taxpayer should have something to say to that—he would have to give the money?—No. I think, if they left us our taxes here, we would be able to pay it ourselves.

2718. Do you think a barrister would have any right to complain that he had not clients enough, and ask the Government for compensation?—They are not the same.

2719. Or a doctor, that he had not patients enough?—They are not the same at all. If the land does not produce the rent you have to pay, what are you to do. Last year, I had about £500 rent to pay altogether, and I did not make half of the money. I paid £160 in labour expenses. I wrote to my landlord, who was the largest landlord I had, Lord Sheffield, asking him to make some improvements on the place. His agent told me to write a statement, and he would send it before him, of what I wanted in the place, and I did so. I wrote, fully explaining what would place me almost in the position of an English tenant, as I understood it. There was a very bad dwelling-house. I did not want that fixed, but there were only old thatched houses attached that were useless. I wanted about two or three offices or sheds erected, and about twenty acres drained altogether, an expenditure of £800 or £900. I asked him to have the land drained at once, that the men would starve, if I disemployed them during the winter, and that if he could have the drainage carried out they would be all right. A month or two afterwards the agent wrote, asking me to meet him in Drogheda. He was with the Board of Works, and the principal difficulty in borrowing money was to prove the owner's title. He said I should pay the whole interest. I was paying one-fourth over Griffith's valuation, and I was to pay the interest of this money all at once, so that the remedy I was to get for the bad times was to have £40 or £50 more added to my rent.

2720. Mr. Shaw.—Would it have paid you?—No.

2721. The O'Conor Don.—Would it have paid the landlord?—Certainly.

2722. How would it pay him and not you?—It would have left me in a position to work his farm and if I meet a few years like last year I cannot do it.

2723. Mr. Shaw.—Was there any allowance by the landlords in your district?—I don't know about other cases.

2724. But in your own?—There was not; I did not ask it. There are 1,000 acres in this, and the landlord is an absentee; he drains the rent out of it every year, and takes it away. We had a very good agent, but he died. The greater part of the land is bad, and the tenants lose their independence if they improve it.

2725. The O'Conor Don.—Would it not pay the tenants if the landlord borrowed money and they paid the interest on it—would not the improved value of the land be equal to the increased payment they would have to make?—Yes, I always thought that.

2726. Mr. SHAW.—But they would be afraid of the rents being raised?—Yes, there is no lease at all. The agent Mr. Burton Brabazon told me that the fact was Lord Sheffield wrote saying to raise the rents, but that he wrote back saying the times were turning so it was not right to do so.

2727. You think the drainage would result in a raising of the rent?—Yes, and if you did not pay it you would only have made the land more productive for some one else to work it.

2728. The O'CONOR DON.—What is your idea of the rate of wages in your district?—I pay what we call single men 9s. a week. Last week in Slane there was one day 4s. 6d. was given for a few men. I had fourteen or fifteen men reaping and I paid them the first week 3s. a day the week before last 3s. 6d., and last week I had twenty-seven reapers cutting some corn that we could not machine, and I was paying them 2s. 6d., and I finished yesterday evening giving them 2s.

2729. But 4s. 6d. is a very unusual rate?—Yes, that is only for a few one day for harvest, and although 4s. 6d. was paid there were not half the people employed.

2730. Mr. SHAW.—To your constant men you give a house on the farm?—Yes.

2731. And a garden?—Yes, some have gardens.

2732. The O'CONOR DON.—You say although 4s. 6d. is given half the people are not employed; how is that?—No they were not employed this time because on yesterday fortnight I had twenty reapers employed, and there came nine or ten more to the gate looking for me and they were not employed all day and at night they came to me to employ them for the next day. They were from Cullen—a later district.

2733. Would they not have worked for lower wages than that?—Yes, if some gentlemen's servants did not go in and start these wages for a few and then the others did not like to go for less.

2734. But you preferred giving the higher wages to the men you had than to employing the others at the lower wages?—Certainly, because I would not turn them out.

2735. You had engaged them for a given time?—Yes, for the week, provided the weather held fine.

2736. Is there much machinery used in agricultural work?—Yes, by all the farmers in the neighbourhood to cut the corn.

2737. Hasn't that tended very much to diminish the cost of getting in harvest?—Most materially. One field I had to reap cost me three times as much as the others did.

2738. Which cost you most? The manual labour?—Certainly; of course it was past being done with machinery.

2739. Mr. SHAW.—It was laid, I suppose?—Yes, and turned and twisted about. Of course if I could I would have machined it and saved the expense. There is another small case, it is only a very small one that I wish to bring before you. In 1868 (his farm I hold under Judge Little; it was then he became purchaser.

2740. The O'CONOR DON.—You held that under lease I think you said?—Under lease, and in this lease there is a corner containing 1A. 1R. 9P. that included two sides of a road. The immediate lessor, under whom it was held had but a life interest in this corner, and it was separated when sold by the Landed Estates Court, and the value put upon this corner was £2 14s. 2d. That sum was taken from the rent of the whole farm as being the proportion for it. Captain Caldwell who claimed this corner, and got it separated, then wrote to my mother, and she met his agent in Drogheda, and he raised the rent for it to

£5; and that she could have a lease of it at that. I told her when she came back it was not worth it. The poor law valuation was £2. The rent was paid until I spoke to Mr. Cust who was agent for Captain Caldwell, and he told me if I put them to all the expense and trouble of ascertaining what the Landed Estates Court had done, and if he took up the land I would not get it again. I did not like that. Then Mr. Cust died, and the present agent, Mr. C. U. Townshend, of Molesworth-street, was appointed. I wrote, explaining how I came into possession and the grievance I had in the rent being doubled. He said he would lay the matter before Captain Caldwell, and the reply I got was, that he was not disposed to make any change in his rents. I paid it then, that was last year, but this year I determined I would not pay it. I believe under the 9th section of the Land Act there was something might deter him from taking it, and so he wrote for the rent, saying he would be in Drogheda some time in April. He ignored me after I wrote to him several times explaining all. These are his letters. (Produces letters.) He wrote—

“MADAM,—As you did not attend yesterday at Drogheda to pay the above rent, we write to request a remittance by post.”

That is the first letter. I replied that I had written explaining the whole matter, and said I could not pay the rent any more until I got a fair valuation. I asked to let anyone who was a judge of land value the place.

2741. How many years were you paying this rent?—Since 1868 or 1869.

2742. Before the passing of the Land Act you had been paying it?—Yes, since 1869 or 1868—I am not sure which. He wrote again—

“I request an immediate settlement, as we should be sorry you should not pay what is due without causing us trouble.”

He completely ignored all I had written, and threatened if I did not pay before a certain date the matter would be placed in the solicitor's hands. He wrote,—

“4th May, 1880.

“SIR,—We regret the year's rent due by Mrs. Drew on 1st November last has not been paid. We again beg to apply for a remittance of £5, and shall be sorry if non-payment results in the matter being taken from our hands, and being placed in the solicitor's. We are at a loss to know on what you base your statement that we now adopt a plan of threatening.”

I wished him to place the whole matter before Captain Caldwell, believing that if he understood what I wanted, to pay the full value of the land, he would give it. He replied it was a great convenience to the farm, and that I was not accurate. I asked him to let the whole matter wait until they would come and see the place and value it themselves, that I was not afraid of any valuator, and that I was willing to pay what was fair.

2743. Mr. SHAW.—I suppose Mr. Townshend did not see the place at all?—He was there this morning. I got a letter, and I wrote saying I had to attend here. I adopted an independent course. I will pay a fair rent or I will pay none at all. Of course he can serve me with notice to quit.

2744. But you have received nothing but the letters?—Nothing but the letters.

2745. The O'CONOR DON.—That is the only portion you held from Captain Caldwell?—Yes, I am independent of him but for that. If it were otherwise I could not mention his name. I have had letters seven or eight times saying that the rent should be paid. “If you don't pay before the 4th,” “If you don't pay against the 14th,” and so on.

Sept. 7, 1880.

James
Everitt, Esq.,
P.L.G., and
Mr. James L.
Lew.

Mr. EVERITT re-examined.

2746. CHAIRMAN.—I asked you at the beginning of your examination were you appointed by the Board of Guardians?—Yes.

2747. Was it a large meeting of the guardians?—Yes, a large monthly meeting.

2748. Baron DOWSE.—By a resolution of the Board of Guardians?—Yes.

2749. Was there another gentleman appointed?—Yes, Mr. Woods, and there is no man had a better case if he came to tell it. He bought a farm, I think,

Mr. Everitt.

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about 1854 or 1855, which was all tillage farm then, very good land, and he gave a very good price for it. He put it into the highest possible condition, and thought he was not to be disturbed at all. He turned the land into grass, and it remained there in grass until the lease was out, and then his landlord walked up and told him unless he gave him £4 10s. he would take it all from him.

2750. Mr. KAVANAGH.—Who was his landlord?—Mr. Smith, I think.

2751. What was his rent before?—Fifty shillings.

Mr. James
Murphy.

JAMES MURPHY examined.

2754. Baron DOWSE.—You live in the county Louth?—I do.

2755. And you are a farmer and a corn dealer?—Yes.

2756. What town do you live near?—Dundalk.

2757. How far from Dundalk?—Three miles.

2758. South of Dundalk?—Yes.

2759. How many acres of land have you?—I hold about eighty-five acres.

2760. Irish acres?—Yes, Irish.

2761. I believe in the year 1855 you purchased the tenant-right of forty acres?—Yes, I did.

2762. It was held under Lord Clermont?—Yes.

2763. How much an acre did you pay for it?—It cost me upwards of £20 an acre.

2764. It was the tenant-right you purchased at £20 an acre?—Yes.

2765. What was the rent?—£2 an acre.

2766. You purchased the tenant-right of forty acres at £20 an acre, subject to a rent of £2 an acre under Lord Clermont?—Yes.

2767. Is tenant-right recognised on Lord Clermont's estate?—Yes. I hold my land under two landlords—Lord Clermont and Sir Cavendish Forster.

2768. Was the land in good condition when you got it?—No, it was in a most wretched condition—covered with rushes and water.

2769. I believe you built a dwellinghouse?—Yes; it cost me over £1,000.

2770. Did you get a lease?—I got a lease for ninety-nine years of the house and three acres. Lord Clermont could not give more than twenty-one years for the farms.

2771. Then having purchased originally the tenancy from year to year, you got a lease for ninety-nine years for the house and three acres, and for the balance a lease for twenty-one years?—Yes.

2772. His power was limited?—Yes, it was.

2773. He would have given you more if he could I suppose?—He would have given me 1,000 years if he could.

2774. Did you build offices too?—Yes.

2775. And made ditches and drained the land?—Yes, I hold about eighty-five acres of land altogether. I purchased the tenant-right of every acre of that except two and a half acres, the place where I was born, and which I inherited after my father's death.

2776. You bought another portion of land under Lord Clermont?—Yes, the year before last.

2777. How much did you pay for that?—£20 an acre. I gave £600 to the tenants. The tenants were ejected for non-payment of rent, and although they had no claim upon me in the world, I had offered them £600 a few years before that. They held on, and were ejected for the non-payment of rent, and after being expelled from the farm I gave them £600.

2778. Have you expended any money on that farm?—I have. Every acre of land I have with the exception of the two and a half acres I was born on cost me over £100 an acre, and every penny of that was taken out of my office or place of business.

2779. And put into the land?—Yes, and put into the land. Every penny was taken out of the office and expended on the land. I have the nicest farm now perhaps in Ireland.

2780. Are the thirty-two acres near the forty acres?—Yes.

2781. Have you a lease of that?—No, I have not.

I am not up in the question, but when the matter was going to be settled he asked me to act as arbitrator, but he gave up the farm. He was a nervous man, and he would not go to law.

2752. Mr. SHAW.—He would not pay the increased rent?—No, he could not pay it, and it is let since at £3 per acre. That man's improvements are all gone.

2753. Mr. KAVANAGH.—Is this Mr. Smith your Mr. Smith?—No, he is the son of Mr. Henry Smith, who was married to Lord Dorchester's daughter. I am not up in the question. I cannot vouch for it at all.

2782. You are a tenant from year to year?—Yes. If I had an offer of a lease for twenty-one years, I would not take it.

2783. Would you be allowed to sell the tenant-right of that?—Yes, Lord Clermont would allow me.

2784. Is it the same tenant-right as there is in Ulster?—Yes. Allow me to express my opinion. I think the law between landlord and tenant in Ireland, is the most unjust that could be passed.

2785. Come to your own particulars first, because I am examining you from information supplied by yourself. In 1860 you bought some land under Sir Cavendish Foster?—Yes.

2786. How much did you pay for that?—£20 an acre.

2787. Is that a tenancy from year to year?—It is, and he is a good landlord.

2788. Does he recognise tenant-right?—He does. A tenant is never disturbed on the property. Except myself in the neighbourhood there is no person there able to buy the land, for the people in the country are broken.

2789. Would the compensation afforded by the Land Act satisfy you?—It would not.

2790. You say you have good landlords?—They are the two best landlords in Ireland without any exception.

2791. You said something about the land laws of Ireland being bad?—Yes.

2792. In what respect?—Either of my landlords could turn me out at six months notice after expending £10,000 in building, draining, and fencing.

2793. Would you not get compensation for that?—It is hardly worth talking of.

2794. Why?—Even yourself, Baron Dowse, would not give what would be one-quarter compensation, nor would any of the barristers. I would not get one-fourth compensation for what I have expended.

2795. I would give what I thought the law allowed me?—But the law is unjust as between landlord and tenant in Ireland—the most unjust ever framed.

2796. How would you frame it then?—We want fixity of tenure, fair rents, and free sales. That is what we want, and we must get it.

2797. By constitutional means?—Yes, and I think you will have a rebellion if we don't get it. I will tell you what keeps that back. We are depending on the present Government, thinking they will do something in the next session of Parliament, but wait till after that. There never was so much pride, poverty and debt in Ireland as at the present moment. I venture to say that there is not a man in Ireland or out of it has done more for the tenant farmers in Louth than I did.

2798. You would not turn a man out, so long as he pays his rent?—I would not.

2799. How would you get the rent settled?—I would have two arbitrators, and they could select an umpire.

2800. How long would you let the rent remain at the figure they agreed upon?—I would let the tenant sink or swim at that rent. When you have changes there is always litigation.

2801. You would let him sell the land for what it would reasonably bring, and not turn him out so long as he pays the rent?—No.

2802. Would you let him subdivide?—No, I would not.

2803. Or sublet?—No, I would not.

2804. You would take care that he would use his land in a husbandmanlike manner?—I would let him use it as he thinks proper.

2805. Suppose a man let the land run so low that he would not be able to pay the rent out of it, would you not give the landlord a control over it?—The landlord will get his rent, and if the tenant is not able to pay, somebody else will.

2806. Would you give the landlord a veto on the sale?—Lord Clermont has the choice of a tenant. In last season there was a beautiful farm of seventy-four acres sold in the County Louth, under a good landlord—Colonel Fortescue—in my neighbourhood. The tenant got £700 for that farm. An outsider would have given £1,200 for it, but Colonel Fortescue would not have him.

2807. Was this a tenancy from year to year?—It was a tenancy from year to year.

2808. Then Colonel Fortescue exercised the right of appointing the party to purchase?—He gave it to a tenant in preference to the outsider.

2809. Did Colonel Fortescue think he was giving too much for it?—No, I think not.

2810. Now, suppose we leave Louth, and take it in connexion with the rest of Ireland, if you were planning a general law for the whole of Ireland would you give the landlord the power of choosing the party to whom the land was to be given?—No, I would let it be free for the tenant,

2811. You would let the tenant hold at a valued rent, and if the landlord and tenant disagreed, you would let the tenant remain as long as he liked, and have a free sale?—Yes, just so.

2812. Would that settle the land question of Ireland?—Yes. I am not for a peasant proprietorship, except a man is able to purchase. It would be wrong for the Government to make the landlords sell. It would do an injury.

2813. Would you extend it to any man who had the money?—If a man can buy it himself, or had even a portion of the money, and he got the rest from the Government under Bright's clauses, I would extend it to him.

2814. You think he should be afforded facilities?—Yes.

2815. Would you approve of a general scheme of peasant proprietorship?—No, I think it would ruin the country.

2816. Some people say that it would satisfy the country?—I would not have it.

2817. Do you think it would prevent the rebellion you speak of?—I don't think it would do. We have great faith in the present Government, and great hopes in Mr. Gladstone's Ministry. So long as we had Jemmy Lowther and Lord Beaconsfield, we had a curse in the country.

2818. The O'CONNOR DON.—How would a peasant proprietary ruin the country?—I say it would be unjust to the landlords.

2819. Baron DOWSE.—You don't say that a peasant proprietary has ruined the country?—No.

2820. The O'CONNOR DON.—He said it would ruin the country?—No, it would ruin the landlords. I would sooner have ten acres of land, and manage it well, than have 100 that would master me.

2821. Baron DOWSE.—In your part of the world, are the rents high?—No, they are not high at all. Louth, I think, is the best cultivated county in Ireland. The fact is—to give you an idea of the poverty of the country—I might say that if I had all the money that is due to me in the country, I could fill a bushel with gold guineas on their edges. That was for seed corn I was giving out, and for putting my name on bills.

2822. Are the improvements made by the landlord or the tenant in your county?—Don't you know all the improvements are made by the tenants in Ireland. Lord Clermont used to give the tenants slates and timber, until the time his brother was put out of the representation of Louth.

2823. Who builds the labourers' cottages?—Lord Clermont does.

2824. Do the tenants build them?—No, Lord Clermont builds them. They had to provide stone and mortar for them.

2825. Has he built many of them?—He has about twenty.

2826. Does he make improvements on the estate or does he allow the tenants to make them?—He gave them slates and timber up to the time his brother was put out for Louth, and since that he did not give any.

2827. CHAIRMAN.—What was the date of that?—1874.

2828. Did he go on giving them after the Land Act passed?—He did indeed, until 1874.

2829. It was not in connexion with the Land Act that he ceased to give the slates?—No, it was not.

2830. Baron DOWSE.—I believe Lord Clermont had a new valuation of the property made?—He had.

2831. That is about twenty-eight years ago?—Yes.

2832. Did he pay attention to the tenants' improvements on it?—No. He got two northern gentlemen, and they were told to value the land as they got it. They came to my farm, and, after expending thousands of pounds in improving it, they valued it at a certain sum, and then they went to a neighbour's, a poor man, with five acres of land, who had never made any improvements, and they valued it at 15s. an acre less than mine. I said to Lord Clermont that I would not pay more rent, and he said that I would not be asked to pay more.

2833. Then that 15s. an acre was put on your own improvements?—It was.

2834. CHAIRMAN.—You have not had to pay it?—No, I would go out on the road this moment before I would submit to any landlord raising the rent on me. After paying £8,000 or £10,000 I would not submit to paying that additional rent.

2835. Baron DOWSE.—Every man is not so independent as you are?—I don't care. I would go out on the road first.

2836. Mr. KAVANAGH.—Lord Clermont did not ask you to pay an increased rent?—No. I have no complaint against the landlords, but what brought me here is to speak against the land laws.

2837. Baron DOWSE.—You say you have good landlords?—Yes.

2838. But you don't know how long you may have them?—I don't know.

2839. You don't complain of the landlords?—No. What we want is fixity of tenure, fair rents, and free sale. That is what we want, and what we must get in the end. The country is on the verge of bankruptcy, and when the farmers of Louth are badly off the farmers elsewhere are worse off. There is not a better cultivated county in Ireland.

2840. And still the farmers are badly off?—Yes, they are as bad as could be. Some of the largest farmers in Louth and Meath, if their debts were paid, could not have a hoof or horn on their land. There is a man in Meath I know—the largest grazier and the best feeder in it. A few years ago a firm in Liverpool used to stock his land for him. The banks and salesmasters have also stocked the lands in Meath for years. This man found that he was not getting justice from the people in Liverpool, in the sale of the cattle, and he sent some cattle to Dublin to be sold. What was the result? A few days afterwards there was an execution for £20,000 put in against him.

2841. How did he owe that?—He owed that to the firm in Liverpool.

2842. That is for advances against cattle?—Yes.

2843. And there was a balance in their favour to that amount?—Yes. The moment that they found he had sent cattle to a Dublin salesmaster they sent the execution. Grazing in Meath has been broken this ten years.

2844. It was not the Land Act that did that?—No, it was nothing but the bad times. The price of oats this year will be from 6d. to 9d. The Americans will ruin us.

2845. If I were going to pay for feeding oats I would pay double that?—I could send you up some

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at 15s. a barrel. That is old oats. 6d. to 9d. will be the average price this year.

2846. Haven't you got a very good harvest?—Yes, thank God, since we got Mr. Gladstone and his party we have got good weather.

2847. The O'CONOR DON.—Does that account for the lowness of the price of oats?—Yes, Providence is pleased with the change I hope.

2848. CHAIRMAN.—Have you anything else to say?—No. I am sorry to say the potatoes are going very fast indeed. I have ten acres of potatoes. Our

prospects are not at all so good as people thought. Even the "Champions" are not doing well. I got the seed of them from Scotland last year.

2849. The O'CONOR DON.—Are the tubers going too?—Yes, the stalks are like sticks. They are nothing like what we expected. As for the "Flounders" three-fourths of them are gone. I have nothing more to say, but I cannot impress upon you too much the poverty of the country and the injustice of the law between landlord and tenant.

Mr. Thomas
Dowling.

Mr. THOMAS DOWLING examined.

2850. The O'CONOR DON.—You were formerly a land agent?—Yes.

2851. And are now a landed proprietor?—Yes.

2852. And as land agent you sold some land to tenants under the Bright's clauses?—Yes.

2853. Would you give the Commissioners the result of your experience in respect to those clauses of the Land Act?—The sales that I made were the first made under the amended Land Act. I endeavoured to affect them under the Land Act as it stood, but I found the difficulties too great.

2854. Would you explain the difference?—In the original state of the Land Act you were obliged to go to the Landed Estates Court. Under the amended Land Act the power of entering into a contract existed outside the Court under the Bright clauses.

2855. These sales you made were not made through the Landed Estates Court?—No, outside the Court.

2856. You are one of the very few who effected sales outside the Court?—I was the first in Ireland who did so. In fact I was told the difficulties were insurmountable, but I did not find them so. I found that with the will to do it that the clauses were very favourable for the creation of proprietors. There were twenty tenants who purchased their holdings to the extent of £11,426 in the case I allude to.

2857. Where was the property situate?—In the county of Tipperary.

2858. Who was the landlord?—Mr. Thomas Beale Brown. He is a relative of Sir Michael Hicks Beach. In fact Sir Michael Hicks Beach was one of the trustees of the property.

2859. In that case was the whole of the estate sold to the tenants?—The entire estate was not sold. There was a proviso in the Act which I endeavoured to avail myself of, enabling an outsider, where the tenants purchased four-fifths, to come in and purchase remaining one-fifth, and to receive from the Board half the purchase-money at the same rate. A purchaser came forward to buy one-fifth, but the present Chief Justice May, who was at that time counsel for the Board of Works, advised that it could not be done as the sale to the outsider was not made simultaneously with the sale to the tenant. He argued that the words of the Act were that where a proprietor was unwilling to sell a part, but was willing to sell the entire, that in that case one-fifth might be sold to an outsider, provided the tenants agreed to buy four-fifths of the estate but that in this instance the proprietor did not show any unwillingness to sell part, for that he had completed the contracts for sale with the tenants before the outsider came in, and accordingly the Board refused to complete the sale to the outsider. A good deal of correspondence took place, but the result was that that sale to the outsider fell through.

2860. Did the outsider then give up the bargain?—No.

2861. Did he purchase without getting a loan?—Yes, a purchase was made then. In fact I became the purchaser myself. To enable the tenants to purchase I purchased myself outside the clause altogether.

2862. This portion that you purchased in that way, was it mixed up or quite disconnected from the holdings sold to the tenants?—Several of the holdings of the tenants were annexed, but some were not. The

sale was so effected that if I had not a very great interest in closing the matter it would leave the residue of the estate in a very undesirable state for purchase.

2863. Don't you think that that is one of the great difficulties in the way of carrying out these Bright's clauses?—There is no doubt that there is difficulty of a serious nature.

2864. Where all the tenants are not willing to purchase?—When all the tenants are not willing to purchase no landlord will be willing to sell a piece of land in the middle of the property.

2865. What remedy would you suggest for that?—Well, I don't think that you could with justice to the landlord, and taking altogether the interests of the country, I don't think they would be advanced by isolated sales to tenants.

2866. You think there ought to be a general purchase by the tenants?—Well, not exactly an isolated purchase. If three or four tenants bought, I think the landlord might find it his interest to sell. I may tell you that I was personally aware that when Lord Derby was selling his estate in this country, a very large number of the tenants proposed to purchase, and I suppose on principle, Lord Derby did not accede to their proposal, but he might have realized far more money by sales to the tenants than what he did by his sale to an individual.

2867. Would he, then, have got a purchaser for the residue?—Well, even if he sold to the tenants who were willing to buy, I believe he would have realized more money than he realized by the single sale.

2868. Do you think the Board of Works, from public funds, should advance money to outsiders to purchase under such circumstances as that estate was in when you became the purchaser?—I do think it would be very desirable—that is, assuming that the portion of the estate to be sold was not in the occupation of tenants.

2869. But, if it were in the occupation of tenants, what would you do with it when the tenants were unable to purchase?—I would be most unwilling to have an outsider come in, because I don't think that would be improving the circumstances of the country. Without pointing a remedy, I would object to that altogether. In fact, it would be assisting to create a smaller class of proprietors than that we now have, which is undesirable.

2870. You think that the outsider should purchase the whole estate, without any of the tenants getting an opportunity of purchasing?—No. You asked me as regards a particular portion.

2871. I ask, supposing a considerable number of the tenants, as in this case, were willing to purchase, and a certain number of others were not willing to purchase, or were unable to purchase—would you approve of an advance being made to an outsider to purchase the portion of which the tenants were not able to become the owners, in order to facilitate the sale to the others?—I certainly would approve of that, provided the sale to the outsider had conditions imposed upon it—such conditions as would give security of tenure to those remaining tenants.

2872. What conditions would you impose upon the person so assisted to purchase?—If there was a rea-

sonably fair rent paid by those tenants, I would give them very long leases before completion of such sale.

2873. You say here in the paper you handed in that you propose sixty years leases?—I take sixty years as the lowest limit. A great many landlords I am aware of would not object, with a fair rent, to give a longer period to their tenants.

2874. How would you fix the rent—how would you determine whether it was a fair rent or not?—I would, in the first instance, try to have a mutual arrangement made between the landlord and the tenant. If they disagreed, I apprehend there would be very great difficulties to be overcome at the outset; but I would allow a controlling power for arbitration on the part of the County Chairman, and have his decision final; or, if not final, that a periodical sitting would be held of two or three county chairmen, who would form a court of appeal, and thus limit expense, and determine the matter once and for all. In rent arrangements, I do not look at the tenant and the landlord as entering on equal terms. I have observed those dealings in various parts of Ireland very closely as between landlord and tenant, and I say that the tendency is for tenants to proffer greater rents than they would be justified in doing under more favourable circumstances; and the result is that many prudent landlords are obliged to refuse them, and to take better men at lower rents.

2875. As to this proposal about the County Chairmen settling the rents, would you apply that to all tenancies in Ireland, whether they were purchasing under the Bright clauses or not?—I take the tenor of the question to apply to tenants whom I would give security to under any form of lease.

2876. Would you confine this to tenants under a person who had been assisted by the State to become purchasers?—My answer will apply generally to all tenancies in Ireland at present if mutual arrangement fails.

2877. You would apply the same rule to all tenancies?—I would.

2878. Do you think the County Court judges would be very competent persons to form a right opinion as to the letting value of any land in any part of Ireland?—Well, the County Court judges are generally promoted, being lawyers of great experience, and their duties bring them into land dealings every day. I think that is the best available resource for the arbitration of rents. I don't see that you could ever have a solution of the difficulty by a jury of landowners, or by a jury of tenants, or a combination of both.

2879. Would you have any revaluation of those rents when once fixed?—I object to periodical valuation of rents, for the very strong reason that if at the end of ten years the tenant anticipates a revaluation, for his own protection as to the future—the tendency might be for the tenant to run down the land. By running it down I mean not to treat the land in a husbandmanlike manner, because the state of the land at the time of the valuation would in a measure determine the rents—at least in the first instance it would have its effects.

2880. Once the rent is fixed you would say it should be fixed for ever?—I don't see how, looking at the Irish land laws and their effects, you could do better than fix it once for all.

2881. And convert the landlord into being the owner of a mere rentcharge?—I would go further. As regards the rent certainly it would be a rentcharge, but I propose to give more control to owners than the mere receipt of rents.

2882. What control would you give?—The control as to the fair working of the estate. I think it desirable that the landlords should exercise some control as regards the management of farms, because a very idle tenant might depreciate the absolute value of the land very quickly, but I would give the landlord control over that. An idle tenant might also produce circumstances from his own improvidence so as to oblige him to give up the land, or to ruin his family. Then

I would give the landlord a control as to that to a certain extent.

2883. And you would not allow subdivision?—I would limit it to such subdivision as a farmer might live on with his family in safety and comfort.

2884. What number of acres would you say?—I think that a man could live on a farm of twenty Irish acres at present at a fair rent.

2885. What do you think of Griffith's valuation as a standard for letting?—I don't think Griffith's valuation is a fair standard to go by. At the present time, all persons dealing in land assume that Griffith's valuation is the standard to measure by, and the common habit in this country is to add twenty-five per cent. to Griffith's valuation. Well, my experience leads me to the conclusion that, though the directions may have been given clearly and distinctly to the valuers going to various parts of the country, the application of these formula depended on the capacity of the men who were examining the nature of the soil, and the various things taken into account when settling the valuation. I need not tell you that the soil is examined as to its suitability for tillage or grazing—its contiguity to towns, and market towns particularly, is taken into account. They examine into its then state of tillage, or the condition in which the tenant has it, and I believe that those men representing Griffith were in no small degree influenced by the amount of rent paid. It is a question, I know myself from experience, that is always asked as regards the rent. I will show you a case—perhaps an important case—elucidating what I mean in regard to Griffith's valuation. I think it was in 1852 that Griffith's valuation was made. In citing this case, I do so from its peculiarity, and not with the view of showing that Griffith's valuation is, in general, so uncertain a guide, as from various causes in some cases it is a tolerably fair standard; whilst in others it is considered excessive, and such is my experience. For these and other reasons I believe a new valuation of Ireland is indispensable.

2886. The Act was passed in 1852?—Well, I call it the valuation of 1852. Now, I take a small fee-simple estate, which was then valued by Griffith. The extent of it was about 600 acres, roughly. It was then valued at £80 a year. A few years after—perhaps two years after being valued—it was sold through the Landed Estates Court for £600. Three years after, that same land having been materially improved—vastly improved by the then proprietor—it sold for £3,000. The second proprietor improved it by a very large outlay, erecting farm buildings and other things—so that the land is now paying £250 a year, and was bought by present owner for £4,500. It is in the possession of three tenants, who seven years ago, paid £1,850 for the possession to a former tenant paying the same rent. It is paying, as I said, £250 a year, and its valuation for Poor Law purposes continues at £80. They naturally now point to that when agitation is rife, and they say, "Look at the contrast between our rent and our valuation," ignoring the fact that that increased value was entirely put on it by the outlay of the landlord.

2887. But you speak of farm buildings being erected. Are they not added to the valuation?—Nothing has been added since the first valuation.

2888. We have been informed by the Commissioner of Valuation, and it is the law, that all buildings are valued every year, and if new buildings be erected, or any old ones improved, that an alteration of the valuation will take place in consequence of that?—Well, I cannot see for the life of me that any change was ever made as regards the valuation here. But I come to the point as regards the value. These three tenants agreed to buy their holdings under the Bright clauses. They signed contracts for purchasing at twenty years of the present rent—twenty times £250 a year. The Board of Works, having the application before them, took up the valuation and said:—"Here is a sale made of a piece of land measuring so much, but its valuation is but £80 a year. We there-

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fore decline to make an advance as empowered by the Act." That rule was applied in other cases, but not with such a large discrepancy between the rent and the valuation. Mr. Ball Greene was empowered to revalue the lands for the purposes of the sale, and his value in 1873 or 1874—about the end of 1873—of that same land was £231 a year.

2889. Where is that land situated?—In the county Tipperary, within seven miles of the Limerick Junction. In that case you see here Griffith's valuation standing at £80 a year. The rent stands at £250 a year, and the recent valuation made by Mr. Ball Greene is £231 a year.

2890. That shows the great discrepancy between the valuation made so many years ago and the present letting value?—Yes, in this particular case.

2891. Is tenant-right then allowed on that property?—Well, when we speak of tenant-right, I know in the south of Ireland it is rather confounding. There was a lease held by the previous tenant, and for the residue of the interest in the lease—which is somewhat equivalent to the Ulster tenant-right—for the residue of the lease these men paid £1,850 to former tenant.

2892. Was the lease a long one?—For two lives. One I think has expired since, and one is in existence. Well, to show the fairness of the value made by Mr. Ball Greene, the Board of Works offered to lend two-thirds of twenty years purchase of the valuation, which was almost identical with the two-thirds of the purchase-money.

2893. So the tenants in that case were able to get the advance and to purchase their holdings?—But they did not do so. Having security in their holdings, they came to a resolution to continue as tenants, and not to exhaust their capital, and I must say I have not found a very general desire on the part of tenants to become proprietors even at fair prices for their holdings, especially where the rent is reasonable and the landlord just. The way that the other sale was carried out was this. When I came to deal with the £11,426 worth of property, very few of the tenants had money to make up the one-third of the purchase money. I applied to the directors of the Bank of Ireland, and showed that these tenants being made proprietors, each year made them better security, and if the Bank advanced them a portion of the one-third that the repayment would be certain. The directors agreed to advance the money to those I recommended. They advanced a large portion of the one-third, and I find that the majority of the tenants have been punctually discharging their liability to the Bank, and also paying their charges to the Board of Works.

2894. But they were unable, I presume, to give the bank any security upon the land?—There was no security upon the land—it was personal security.

2895. Do you think that that is a great drawback in the present Act—that they cannot give security on the land?—I think not; for, as a matter of fact, securities are taken on the land, to my own knowledge, behind the charge of the Board of Works, and notwithstanding the Board of Works' conveyance debarring it.

2896. How is that done?—Like any ordinary charge.

2897. But would not that, according to the Board of Works' rule, confiscate the land to the Board of Works?—If the strict letter of the conveyance was followed it would confiscate it, but, as a matter of fact, it has not been, whether it has come to the knowledge of the Board of Works I don't know, except perhaps in an isolated case.

2898. Do you think it desirable to keep up a system which, as you show now, is defeated underhand—do you think it desirable to keep up that rule, that no charge shall be made on the land subordinate to the Board of Works' charge?—I think it would be unjust to the tenants to debar them from assisting themselves, for this reason, that while each year decreases their liability to the Board of Works, so in proportion is increased the value of the security they hold. If the Board of Works lend £100, and that they had full security for £100, in two years' time, when there is but £90 due,

they have a first charge on the land for £100, and so on till it runs down to £10. Well, it would be very hard to debar a tenant from assisting himself even in adverse times for thirty-five years.

2899. When the Board of Works' charge is a first charge, you think the Board of Works has no right to look further, and to prevent the tenant from borrowing money on a secondary charge?—Well, I believe it was the desire and the intention of the framers of the Act to raise the tenants into a position of independence, and the Board of Works should be very slow, I think, to encourage that kind of thing. It is very undesirable, unless in rare cases.

2900. You have shown that it cannot be prevented, and that it is still being done in spite of the warning of the Board of Works?—I am aware of two cases which are now in the Landed Estates Court out of the number of sales I have before me. The tenants who availed themselves of the Bright Clauses were twenty in number. In two cases I found that where the men had got extra loans, the persons who made the loans to them had tripped them up. A very famous money-lender in Dublin, who charges 20 to 40 per cent., has got hold of one of them, and his holding is being plunged into the market under adverse circumstances, notwithstanding the conveyance of the Board of Works. The second case is similarly operated upon by a building society, which, with their eyes open, lent the money under circumstances, I think, most unfavourable to the tenant.

2901. You don't know what action the Board of Works will take with regard to it?—I do. For some years I have been watching the operation of the land sales in other places as well as this one. I went to a solicitor recently to find how this man got into difficulties. I found that the purchaser actually lodged the deed that he held from the Board of Works as collateral security, and as soon as the bills that the deed was given to secure came to maturity, and were dishonoured, so soon did the holder of the deed turn round, serve a writ, and mark judgment, and there are proceedings pending to sell the estate at present in the Landed Estates Court. An intimation was given to the Board of Works, as I myself saw a letter from the Board of Works sanctioning the sale of that tenant's holding to get in their arrears and loan.

2902. Mr. SHAW.—They did not try to confiscate the holding?—No, certainly not.

2903. Baron DOWSE.—"Forfeit" is the word in the Act. "Confiscate" is a strong word?—Yes.

2904. Are you aware that there is an Act of Parliament passed since that enabling the Board of Works instead of forfeiting the land to sell it?—I am quite aware of that. I think the occasions for putting such powers in force will be very few, for my experience leads me to the conclusion that unless under very unfortunate circumstances, and not occasioned in any way by his purchase, every tenant who has purchased has improved in his condition. Every holding I ever saw belonging to a purchaser has been materially and substantially improved.

2905. CHAIRMAN.—What are the sizes of the holdings you speak of?—The smallest holding in the lot was one of six Irish acres. This is an exceptional case. The poor man who occupied it said to me "Will you assist me, an humble man, with a large industrious family, to be what bigger men have a mind to be." I said I had not the slightest objection. The largest holding is 160 acres. This man with the six acres was made a proprietor by me.

2906. The O'CONNOR DON.—Has he made any improvements?—He has indeed. He has built a house, and has drained his land and fenced it. He has children National school teachers. I never saw such a change in any man in my life.

2907. CHAIRMAN.—You said that you would confine the size of the holdings to twenty acres?—I said that if I allowed subdivisions of the tenants' holdings, not under the Bright clauses, I would say twenty acres. I was asked whether I would confine the landlord to being a mere chargeant upon the lands. I say I would not make him merely a chargeant in the receipt of

rents, but I would give him control for the benefit of the State.

2908. The O'CONNOR DON.—So far as your experience of the Bright clauses is concerned, would you suggest any amendment in them, or are they working well as it is?—I don't think they are working as well as they ought. I know there is a very strong feeling amongst the tenant class, and amongst the community generally, that in consequence of the annual reduction of the charge of the Board of Works increasing their security, a larger portion of the purchase-money might with safety be advanced—say to the extent of three-fourths. In this view I fully concur—I consider at least three-fourths might be safely advanced where the price of holding is not excessive.

2909. Would you advance three-fourths of the purchase-money—no matter what the purchase-money was?—As I understand the Board of Works have fixed a rule of their own, that they will not advance two-thirds in every case unless the security be adequate.

2910. They make the full advance of two-thirds of the valuation?—They do not make a valuation unless requested to do so, because if I remember rightly the Act says, they shall be at liberty to advance not more than two-thirds of the price, if satisfied with the security.

2911. They take as a rule Griffith's valuation, do they not?—Generally, unless in a special case like that which I already cited.

2912. Where Griffith's valuation is obviously very much under the value, as in that case they make a special valuation by an officer of the Valuation Office—and give the advance upon that sum, calculating a certain number of years' purchase?—Yes; though making it, they make the owners pay for the valuation.

2913. What I wanted to ask was—do you approve of that system, or would you suggest that they ought in all cases to give two-thirds or three-fourths of the actual amount of money paid for the purchase?—I would be slow to adopt anything of that kind, because there might, through a needy seller or dishonest buyer, be collusion, and I would not leave the case open, although it is a thing that might never occur.

2914. Are you aware of any shortcomings in the working of the Land Act that you would like to place before the Commissioners?—Yes. The Land Act appeared to me to be framed with the view of drawing closer kindly feelings between landlords and tenants; but I think very much of that has been frustrated in dealings since the Land Act was passed, and I have no earthly doubt that it partly arises from the fact that many so lawyers in Ireland have become agents. I cannot say lawyers, but solicitors, who have exercised their brains to frame leases, and they have framed leases that are almost a nullity as regards protection to the tenants.

2915. Do you think that the Land Act has led to the making of leases more generally than before?—No doubt of it, but in many cases the tenants owing to the difficulties created by covenants in the leases, prefer to live with total insecurity, than to have a partial security, or worse than a partial security under such leases. I never scarcely knew a thirty-one years' lease framed or executed, that this covenant does not come in—that the tenant at the end of his tenancy shall not be at liberty to make any claim of any kind whatever for compensation or otherwise, under any clause of the Land Act, nor shall he be at liberty to make any deduction whatever for roads measured on his holding, nor for any part of the county-cess. I never knew a case since the passing of the Land Act, where half the county-cess has been allowed under any new lease. It is usual in the holdings in Ireland, to measure the county-roads on the farms, and they continue to be measured on the farms, and the way that is got over is this. Instead of taking the acreable extent of the farm, or an acreable rent, it is very commonly set out, so many acres at so much rent.

2916. If a tenant is coming into new occupation of land does he not know that is the case?—He does, but he has no option whatever. Owing to the great com-

petition for land in the country a man brings all the influence he can to bear on the landlord to get a farm. If he fails in getting a piece of land he may be half his life after that without getting another opportunity to do so, and he is willing to enter into a bargain, even against his own interests, through the necessities of the case.

2917. Suppose the roads were excluded, would it not be in the power of the landlord or agent to add more to the rent?—Of course it might be.

2918. So that the exclusion or inclusion of the roads, where a man is entering into new occupation, is of very little consequence as regards the rent he will have to pay?—You are quite right in that. Well, then, I propose to get over that in another form as regards these lease contracts.

2919. You propose that there should be a statutable form of lease?—Yes.

2920. And legalized?—Yes. I think that while the construction of leases at present depends on the caprice or the necessities of landlords, the tenants cannot be said to hold fairly. I hold 1,670 acres, and what I ask others to do I would be much inclined to do myself for my own interest. I think there would be no difficulty, no more than in shaping a promissory note, in the matter, the Government could legalize a simple form of lease, with very few covenants, simply binding the tenant to pay rent at stated times, to farm his holding in a husbandlike manner, and not to subdivide it below a certain extent, which, I say, at the least should be twenty acres. I would, reserve to the landlord the timber, unless that which the tenant planted himself, and should reserve minerals, limestone, and such things for the general use of the estate, and perhaps game.

2921. Baron DOWSE.—Would you have a non-alienation clause in it?—Well, if I allowed a tenant the right of free sale, which I propose, I don't think you could well introduce that. That would put an end to the alienation clause.

2922. Would you make a form of lease of that kind compulsory?—I would compel it to be adopted. My notion is that leases should be granted to all tenants in Ireland who either cannot, or don't desire to become proprietors.

2923. Would you make that form of lease compulsory?—Certainly, that is my idea. Of course there are some small changes which might be made to suit local circumstances, but certainly the object I would have in view is that of improving the position of the tenant classes with the least injury to owners.

2924. Wouldn't it be as easy to pass an Act of Parliament that the tenure of land would be so and so, and make it a Parliamentary lease?—Yes, that is exactly what I aim at—but the difficulty is in fixing the rent.

2925. To say a man should hold the land at a fair rent, and he shall not be disturbed, and have the power of free sale?—That is what I am coming to in a somewhat similar way.

2926. Would that not make a lease to everybody if there was such a clause in the Act of Parliament?—No doubt it would, for everybody who cares to have a lease.

2927. It would be for everybody if that is the way land is to be held?—Yes, it would.

2928. The O'CONNOR DON.—If that was done would you prohibit the letting of land hereafter for a certain term? Suppose I had land in my own occupation would you prevent me letting it unless for ever or for sixty years?—I would compel you in the interests of the country and of the State in letting it, to adopt the same line of conduct as your predecessor or neighbour.

2929. You would say to hold it in your own occupation, or let it for ever?—No, I do not say for ever, but you may extend it for ever if you choose. Sixty years is a long time. I want to get an end to periodical agitations, and heartburnings, and discontent. I think I ought here to mention, as regards the Bright clauses, that when I went to deal with the Act I found the officials of the Board of Works most wil-

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ling to give me every assistance, and I believe that many of the difficulties are created by the applicants themselves, and not by the officials of the Board of Works. The only matter I had to complain of was delay through the interference of Treasury officials.

2930. How are the difficulties created by the applicants themselves?—Not knowing what to do, and depending on the Board of Works to suggest everything. The Board have simplified and cheapened conveyances passing through their office very much. They have adopted a form exactly similar in simplicity to that which I propose, as regards the lease, containing a covenant in the conveyance from the landlord to the tenant in which both combine to give a charge to the Board of Works, to cover the advance. If A conveys to B, both join in the deed to the Board of Works, so one deed and one registration is only required. The cost in these cases I speak of has not amounted to more on an average than £15 each, stamp duty inclusive on the tenant purchasers.

2931. That is for each deed?—Yes, for each deed, stamp duty and all.

2932. You have no reason to complain of the cost of the transaction?—Certainly not. The owners as usual have to pay, as regards title. I forgot to mention that a conveyance through the Board of Works is not of as much value as it ought to be. If the Board of Works, adopting the course in part followed by the Landed Estates Court, by advertisements and otherwise, had the power to give an indefeasible title, it would be of great service, for unless a tenant now buys under the Landed Estates Court, his title is not so good. The Board of Works give a title for what it is worth.

2933. The Board of Works only deal with what the landlord has the power of giving?—Yes; and so long as it covers their advance they have no further interest—I have noticed in some leases in Ireland, instead of following the ordinary course of half-yearly payments they followed what I believe is an English model, and although not enforcing it they make the rents payable quarterly. That is the case on Mr. Smith-Barry's estate in Tipperary to a certain extent.

2934. Mr. SHAW.—Is that in an agricultural district?—Yes. The gale days are four times in the year.

2935. Baron DOWSE.—Are there two harvests in the year there?—No, I should think not. There are a number of covenants such as, that when a man becomes bankrupt or insolvent from commercial causes, or otherwise, the lease is at an end.

2936. Mr. SHAW.—In practice do they collect the rents, or is it only in the lease that they should be paid quarterly?—I am aware they only collect the rents half-yearly.

2937. Baron DOWSE.—What advantage is there in having it put down that they are to be paid quarterly?—It is some old custom. Where a breach of covenant arises, instead of waiting for the ordinary time the landlord can step in and evict.

2938. Then it is to have that power the clause is in the lease?—Yes.

2939. Though it is scarcely ever exercised?—I never knew a case, but I know the controlling power has been exercised. On that estate I know that tenants have paid up their rents to former agents, and that they have been hurred out without any cause.

2940. Mr. KAVANAGH.—On what estate?—On the Smith-Barry estate.

2941. Mr. SHAW.—Was that on town lots or farms?—Farms.

2942. And there was no reason for it, as they had paid their rents?—Yes; they had paid their rents, and farmed in a proper way.

2943. I heard of town lots being dispossessed, but not of farms?—There is the case of a clergyman whose father had treated the land well, and had it in first class condition. The agent said that a priest had no right to have land.

2944. What is the agent's name?—Now Mr. Townsend, of the firm of Hussey and Townsend—it was his predecessor.

2945. The O'CONOR DON.—Did the tenants who

were ejected make any claims under the Land Act?—I think not. I think they were debarred in a contract that provided against it, and they could not.

2946. Why was that?—That was done in the commencement of the tenancy.

2947. Then they must have been tenants whose tenancies commenced since the Land Act was passed?—They might have been previously created.

2948. How could they enter into a contract like that before the Land Act?—You might enter into any contract before it.

2949. Nobody knew what the Land Act would be?—You mean as regards compensation.

2950. How are the tenants debarred from making claims under the Land Act?—I could not give individual cases—I now remember this was a farm let for grazing purposes upon which the tenant did not reside, and so formed one of the cases specially debarred from compensation under the Land Act of 1870.

2951. CHAIRMAN.—Did they receive any compensation?—No.

2952. The O'CONOR DON.—You say there can be no settlement of the land question without labourers' dwellings being provided on every holding?—Yes. I think that would be most desirable, to a limited extent at all events. Some few years ago when the small holdings of the labourers were valued on the farms, the farmers desired to get rid of them in order to escape the chargeability when they became sick or a burden on the rates.

2953. Would you make it compulsory that on every holding there should be labourers' dwellings erected in proportion to its extent?—Indeed I would, generally.

2954. CHAIRMAN.—Would you make those labourers tenants to the farmers?—Certainly, and protect them.

2955. Don't you think great difficulty would arise in the case of the illness of a labourer, would not the farmer be desirous of having some labourer who could work, an inmate of the cottage instead of a man who was ill and unable to work?—Perhaps so; but he would have to follow the ordinary course in order to get possession. But there is a greater tendency now than has existed for some time to have labourers contiguous to farms.

2956. Baron DOWSE.—They are desirous of having labourers, but directly the labourer dies or becomes disabled, they are desirous of getting rid of the labourer's family, is not that so?—I dare say it is; but I often find farmers are very considerate. A very material thing affecting this matter of labourers' holdings is the question of poor law rating. Suppose a tenant agrees to pay £1 an acre for his land, he knows the ordinary rates to which that land is subject; but if adverse times come upon his district, his rent will be very much increased by the extra charges put upon it. He becomes liable for more charges upon his land than he could anticipate under favourable circumstances. To counteract that I would place every agricultural holding within a union upon a common rating. Then the desire would no longer exist on the part of the landlord or the farmer to oust the sick labourer. At present the desire is to keep the labourers as near as possible to the estates when in health, but not to have them chargeable on them in sickness, and the result is labourers' cottages are not increasing as they ought—I have been told by tenants in one part of the country, not far from New Pallas that if they are called upon by the agent to pay their rents on a particular day and do not attend, they are obliged to pay fines of five shillings or ten shillings according to the extent of their holdings.

2957. For not attending on that day?—Yes.

2958. How can these fines be enforced?—I know the tenants ought not to pay them; but in some parts of the country, such is the condition of the people, that the agent can enforce anything almost. I would add that I find that in Kerry the rents are far higher in proportion to the value of the land than in the best parts of Munster, and yet are fairly paid.

2959. CHAIRMAN.—If the statutory lease you speak

of, either for a long term of years, or a perpetuity, were adopted, would you not be taking away from the landlord, his prospective increase of value in the land?—I think, myself, that the certainty he would have of his rent being paid, would be more than an equivalent for anything he lost.

2960. The certainty of payment of rent regularly?—Yes. As the tenant improves in circumstances, my idea is that any possible loss the landlord might suffer, is more than made up to him by the almost certainty of the punctual payment of his rents, and the improvements of the holdings.

2961. Baron Dowse.—How long would you propose that the statutory lease should last?—I would give it at least for sixty years.

2962. CHAIRMAN.—In fixing the rent at the commencement of the lease, would you take that into consideration by increasing the rent in proportion to the length of the term?—I don't think so.

2963. Baron Dowse.—Would you have no alteration of the rent during the sixty years?—I don't think I would. I believe that would lead to endless discussions. If I had ten thousand acres of land, I would sooner at once get rid of all present and prospective annoyances, by at once dealing with the standard value before me.

2964. CHAIRMAN.—Would you propose that the valuator, who was to settle the rent, should have any special instructions as to the manner in which to value?—Yes; most decidedly.

2965. The O'CONOR DON.—I understood you to say you would leave the valuation to the County Court Judges?—No; I referred to cases of arbitration where tenant and landlord could not agree as to a fair rent on particular holdings, if there was a re-valuation of the lands of the country.

2966. CHAIRMAN.—A general re-valuation?—Yes, a re-valuation as a guide for rents. I propose, in fixing the rents, to take the prices of produce on the average of five previous years. Amongst other things if the land were increased in value by the tenant, he ought not to be liable to a proportionate increase of rent, unless the original letting was made so as to enable the tenant, within a given period, to recoup himself for his outlay.

2967. If the original lease contained a covenant, binding the tenant to make certain improvements, would you consider that those improvements ought to be placed to his credit in making the new valuation?—No, I think that would be equivalent to an improvement of the property by the landlord.

2968. You would not propose, in any way, to compensate the landlord for what he might lose in other

respects by having a compulsory statutory lease forced upon him?—No; because I regard that as being done in the interests of the State and for the material prosperity of the nation. Sept. 7, 1880.
Mr. Thomas Dowling.

2969. Is it not usual, when things are done for the benefit of the State at the cost of individuals, to compensate them?—I cannot, for the life of me, see that it would be any injury whatsoever to the landlord to grant such security to the tenant.

2970. That is a different question. I put the case, supposing there is a loss to the landlord, in some respects, from such a lease being forced upon him, do you think he ought to be compensated in some way?—If, in dealing with the matter on a large scale, I saw that there were individual cases of loss, I certainly think the State might recoup those persons to a limited extent.

2971. The O'CONOR DON.—Do you think that an estate, subject to such leases, if sold in the Landed Estates Court, would sell for as much as an estate where there were no such leases?—My experience leads me to believe that where an estate is to be sold upon which the tenants hold under fair leases, the sale is more profitable to the owner than where there are no leases.

2972. Even where the leases are of long duration?—Yes; even when they are of long duration. The difficulty, when the estate is occupied by tenants-at-will, is how you are to deal with them. If there are defined contracts, I think it is much more desirable for a purchaser.

2973. CHAIRMAN.—Would you propose conditions in the statutory lease, to prevent the deterioration of land by the tenant or neglect of the buildings?—Yes; my idea is that a simple form of lease should be legalized by Parliament to be adopted in all contracts for agricultural holdings embodying but few covenants, which ought to be neither oppressive to the tenant, nor antagonistic to the interests of the country—those would be, covenants to pay rent, to prevent waste, to prevent subdivision below twenty acres, and reserving timber, minerals, and game.

2974. I was referring to an answer you gave Baron Dowse with respect to the statutory lease. You did not mention any condition with respect to waste or deterioration; but you say you would include such a covenant?—Certainly. I intended to mention that as one of the conditions. I think it most desirable to have such a covenant, otherwise an indolent, good-for-nothing man might inflict injury on the landlord, on himself, and on the country.

Mr. JOHN O'CONNELL, Laherne House, Boherbuoy, county Cork, examined.

2975. Mr. KAVANAGH.—You are a resident of the county Cork?—Yes.

2976. What part of the county?—Boherbuoy, near Kanturk.

2977. You are a purchaser under the Bright Clauses of the Land Act?—I am.

2978. I understand you wish to make to the Commission some remarks on the working of those clauses?—Yes, sir. I purchased under those clauses, and I wish there was a great many others like me in the country.

2979. What is the extent of the holding which you purchased?—Close upon 300 acres.

2980. What price did you pay for it?—£2,200.

2981. Was that the total price?—Yes.

2982. How much did you pay in cash out of that?—I paid one-third.

2983. The rest you got from the Board of Works under the Bright Clauses?—Yes.

2984. Have you any remarks to make upon the working of those clauses?—I have. There were two other parties living on the same townland that I live

on. These two persons were also anxious to become purchasers, and they were declared purchasers at the same time as I was, but they failed in getting the loan from the Board of Works because there were a few small houses, I believe twelve or thirteen, upon their portion of the lands. The Board of Works refused to make them a grant, and they had, after going to an immense expense to re-sell their portion, and are paying now considerably higher than I am. They had to sell to a gentleman who paid the purchase-money and the costs, and also the interest accruing on the purchase-money for I believe about nine months, from the time they were declared until the purchase-money was paid up. I should say that in any scheme for facilitating such purchaser in future it should be made more easy to become purchasers in these cases.

2985. That is, you think it is a pity that the Board of Works were obliged—as I believe they were—to object to make the grant to those persons?—Yes.

2986. There were some houses upon this part of the land?—Yes.

2987. And that was the reason the matter broke down?—That was the reason.

Mr. John O'Connell.

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Mr. John
O'Connell.

2988. Mr. SHAW.—Were the occupiers of those houses labourers?—They were.

2989. Baron DOWSE.—Do you say that the Board of Works are compelled by the Land Act to refuse to advance money in such cases, or is it merely from some rule of their own?—I do not know how it is, whether they are obliged by the Land Act, or whether it is by a rule of their own, but I know they refused to advance the money.

2990. The O'CONOR DON.—There were labourers in occupation of a portion of the land, and therefore the parties who wished to become purchasers were not in occupation of the entire?—I wish to say there were labourers also on my land occupying houses.

2991. Mr. KAVANAGH.—Then those other farms were in the same position as yours are?—Yes, sir; but the labourers on the other farms were free to work wherever they pleased, they were not bound to work on these farms: whereas the men on my farm held their houses directly under myself, and were obliged to work for me, and no one else.

2992. You got no rent for those houses?—No, sir; the labourers occupied them in consideration of working on the farm.

2993. Then, the difference was, that in one case they were in occupation of the houses, paying rent for them, and in the other case they were mere perquisites?—Yes.

2994. Now, you say you would suggest a remedy for that?—Yes, sir. I would suggest to do away with objections of that kind. Whether it is caused by the Act of Parliament or by the Board of Works, I do not know, but I certainly would make it easier for the tenant to become the owner. I know these men lost a very considerable amount of money trying to get over that objection. I brought my bill of costs with me, to let you see the expense that is involved in carrying these matters through. While those two men and myself kept together, before this difficulty in their case turned up, my costs were £21 6s. 1d. After that we separated, and I went on by myself, and ceased to be connected with them, and I had to pay my own costs from that time; £70 14s. 3½d.

2995. Mr. SHAW.—Was that in addition to your proportion of the £20?—The £21 6s. 1d. was my proportion of the first bill of costs. After that I had to pay £70 14s. 3½d.; and in addition I was charged £30 for stamps.

2996. Baron DOWSE.—How much costs had you to pay altogether?—Over £90 for costs, besides £30 for stamps.

2997. Was that to your own attorney?—Yes, sir. Of course I had to employ an attorney.

2998. Mr. KAVANAGH.—Were these lands bought in the Landed Estates Court?—Yes.

2999. Mr. SHAW.—Do you know how much the costs of the other parties were?—I don't know how much they were after they separated from me, but I think they exceeded mine. I remember I afterwards witnessed the lease that is now in existence between them and their present landlord.

3000. I understand that he only charged them the rent they were previously paying?—No. He paid the purchase-money and the law costs, and the interest that was due on the purchase-money, and he charged them the interest on that.

3001. He charged them 5 per cent. on the whole thing?—Yes.

3002. And gave them a lease at that rent for thirty-years?—Yes.

3003. Is that higher than the rent they were paying before?—I think it is. It is considerably higher than what I am paying now.

3004. The O'CONOR DON.—Is the holding you purchased as large as the others?—It is larger.

3005. And they, upon smaller lots, are paying more than you are paying on the large one?—Yes.

3006. How many years ago is it since you purchased it?—It was in 1876.

3007. Mr. KAVANAGH.—Are there any other remarks that you would like to make?—I would like to refer to a clause in a lease that came under my notice a short time since. It was made by a nobleman—an absentee. This lease has become a general instrument all through his estate since 1870.

3008. Baron DOWSE.—What is the clause?—It is a clause depriving the tenants of their rights under the Land Act.

3009. You had better read it?—The reservations in the lease are the usual ones—manorial rights, royalties, and all that; but there is one provision I wish to call attention to. You must remember that in our county, and I believe the case is unfortunately the same in the greater part of Ireland, the improvements are all made by the tenant. All the fences on the estate, all buildings, out-offices, dwelling-houses, and everything in the shape of improvement, are done at the expense of the tenant; and yet in this lease the lessee is bound during the term to keep in repair “all houses, buildings, ditches, drains, walls, fences, hedges, and all improvements now made or to be made during the term.”

3010. And deliver them up in good order, repair, and condition to the landlord at the end of the term?—Yes.

3011. Mr. SHAW.—Have the tenants laid out an immensity of money on that estate?—Yes; everything that was done on the estates was done by the tenants. There is an old man living near me who recollects when for miles it was a perfect waste.

3012. Baron DOWSE.—That clause in itself would not oust a man from his claim under the Land Act?—But there is another clause in the lease that does.

3013. Read it?—(The witness reads clause):—

“It is hereby stipulated and agreed that the said lessee, his executors, administrators, or assigns, shall not be entitled to claim compensation from or upon the lessor, his heirs, or assigns, in respect of the said holding so hereby granted or demised, or of the said tenancy created hereby, or in respect of his being disturbed in the occupation or enjoyment thereof, or in respect of improvements made therein by virtue of any of the provisions of the ‘Landlord and Tenant, Ireland, Act, 1870,’ and that none of the provisions of the said Act shall, so far as the said lessee, his executors, administrators, or licensed assigns, are competent or entitled to contract, be applicable to the same; but that all claims to be made in respect thereof shall be made, regulated, and governed, exclusively and entirely by the terms of this demise, or by any arrangement or agreement in writing in pursuance thereof, and signed as aforesaid, it being the true intent and meaning of these presents, and of the said parties hereto, that this demise and the tenancy of the said lessee, his executors, administrators, and licensed assigns thereunder, shall be wholly and entirely, or as far as it can be made, free and independent of, and unaffected by, the provisions of the said Act of Parliament, or of such of said provisions as the said lessee, his executors, administrators, or licensed assigns, may be competent or entitled to contract and agree, shall not be applicable to the tenancy hereby created; and the said lessor, his heirs, and assigns, and the said lessee, his executors, administrators, and licensed assigns, do mutually contract and agree that he and they respectively shall not and will not set up or make any claim under the provisions of the said recited Act or any other Act which may hereafter be passed in relation thereto, but will rely solely on this demise, and the arrangement, if any, entered into in writing in pursuance thereof, whereby the compensation for improvements and other matters connected with the termination of this demise are or shall be satisfied and agreed on as aforesaid. Provided always, and these presents are upon this express condition, that if and whenever the said hereby reserved rent or any part thereof shall be in arrear for twenty-one days, whether the same shall have been demanded or not, or if and whenever the said lessee, his executors, administrators, or licensed assigns, or any of them shall, during the said term, build or erect any house or building whatever without such license as aforesaid, or sell, assign, alien, sub-let, or otherwise dispose of, or let in consequence the said lands and premises, or any part thereof, or in any manner part with the possession of same, or any part thereof, or bequeath the same by will to more than one child or other person, or in any manner divide same among

his children or next-of-kin or other persons without such license as aforesaid, or be adjudged a bankrupt, or become an insolvent debtor within the meaning of any Act of Parliament whereby his interest in said lands might become the property of a third party, or if the interest in said premises shall be taken in execution, or any proceedings shall be instituted to sell the same, or any part thereof, by any creditor of the said lessee his executors, administrators, or licensed assigns, or if and whenever there shall be a breach of covenants, provisions, stipulations, or agreements hereinbefore contained by the said lessee, his heirs and assigns, then this present demise and the estate or term hereby granted shall absolutely cease and determine, and it shall be lawful for the said lessor, his heirs and assigns, into the said demised premises, or any part thereof in the name of the whole, to re-enter, and the same to have again, re-possess, and enjoy, as in his or their former estate, as if this present demise had not been made, and further that no licenses or licensees' consent or consents given or made by the said lessor, his heirs or assigns, or his or their agents, in relation to any matter aforesaid, and no waiver or omission to take proceedings in respect of any breach or breaches of any of the covenants, conditions, or agreements herein contained shall be construed or taken to be a general abandonment or waiver of all or any of the said covenants, conditions, or agreements, and such license, consent, waiver, or omission, if any, shall not affect or prejudice the rights or powers of the said lessor, his heirs or assigns, or his or their agents, beyond what shall be shown by the actual production of the document or documents to have been expressed in writing and signed by him or them; provided further, and it is hereby declared and agreed, that the demise hereinbefore expressed to be hereby made is subject to the covenants, conditions, and agreements herein contained, and to no other covenant."

3014. Except the covenant by which the tenant contracts himself out of the Land Act, those are the usual clauses which are inserted in strict leases?—Perhaps so.

3015. On whose estate did you find this lease used?—On the estate of the Earl of Cork.

3016. MR. SHAW.—Were the entire of the improvements upon that estate done by the tenants?—Everything. Buildings, fences, drains, everything, were done by the tenants. I may tell you this part of the Earl's property is in the parish I live in. Many of the tenants of the Earl of Cork on this very property where those leases are used, I know to my certain knowledge were supported during the present year upon private charity distributed by the parish priest, the Rev. Mr. MacMahon. They were absolutely starving, and would have perished were it not for the assistance he afforded them. They would not come before the Land Committee, but Father MacMahon had charge of a fund given him by the bishop of the diocese, and out of it he relieved these people privately. I have brought here a list of the poor rates charged on that division, and three others.

3017. Is the land too highly rented?—Certainly.

3018. More than the tenants are able to pay?—Far more.

3019. The poor rates are an addition to that burden?—Certainly. In the division of Kilmeen the poor rates are 11s. 2d. in the pound. It is principally in that division the Earl of Cork's property is; he has some in other divisions in the union, but the greater part is in Kilmeen.

3020. What town is it near?—Kanturk.

3021. How much do you say the poor rate was?—11s. 2d. in the pound.

3022. Was that for one year?—For one year.

3023. What is the rent per acre?—It varies. In most cases it is double Griffith's valuation. This land was originally a wild barren mountain. I have an old man working with me who recollects it an open commonage. Plots were cut out of it, and distributed to tenants, perhaps at trifling rents in the commencement. According as they improved the land, their interest increased hand over hand at every change of tenancy the rent was increased.

3024. Were they made pay rent on their own improvements?—Entirely. The landlord never expended one shilling. The rates on the electoral division of

Meens were 7s. 1d. in the pound. That belongs entirely to the Earl of Cork and Mr. Longfield. On the electoral division of Boherbuoy the rates were 6s. 5d. in the pound. Sept. 7, 1890.
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3025. MR. KAVANAGH.—To whom does that belong?—Principally I believe to Mr. Downing. Half of the village of Boherbuoy is in the Mill-street Union.

3026. Whom does the other part belong to?—To Mr. Downing also. It all belongs to himself and his son.

3027. Is that over-rented?—I think it is.

3028. You complain of the rents on those properties being too high?—I do.

3029. You have mentioned three proprietors?—Yes, the Earl of Cork, Mr. Longfield, and Mr. Downing.

3030. What Longfield is that?—Mr. Longfield of Longueville.

3031. The O'CONOR DOX.—Have the rents been raised lately on those properties?—They are always raised when there is a change of tenancy; but I must say, in justice to Mr. Longfield, that there is no clause against the Land Act on his estate.

3032. MR. SHAW.—Does he give leases?—He does. Leases have become general in his estate since 1870.

3033. What term are the leases for?—Thirty-one years.

3034. And on Lord Cork's property almost all the tenants have leases, I suppose?—Yes.

3035. Do they charge much for those leases which you have read out the clauses of?—I heard that they charge £5, but I believe it is much more.

3036. They are also thirty-one year leases?—Yes.

3037. Are there any leases given for a less term than that?—No.

3038. Does he, as a matter of practice, allow his tenants to sell their interests?—No, they cannot do it without his approval.

3039. They must give up if they become unable to pay?—Yes. I know a case where a tenant of his broke down; if he had been allowed to sell his holding he would have been able to pay the persons he owed money to, and whom he was anxious to pay if he could; but he was not allowed to do so.

3040. Have the tenants on the property got any allowances off their rents this year?—I understand yes, 20 per cent.

3041. Have there been many evictions?—No.

3042. He has given them time, I suppose?—Yes sir. He has given them time to pay.

3043. Do you know anything of the evictions upon Archdeacon Bland's property?—I have heard of them.

3044. Is that in your neighbourhood?—No sir, it is beyond my place.

3045. Have you improved your own holding much since you got it?—I have given more employment on my farm than all the landlords in the parish gave in the past winter. I got a loan of £500 from the Board of Works, but before I got a shilling of the money, I had expended a considerable amount myself, draining and improving.

3046. That is because it is your own property?—Quite so.

3047. Has the Earl of Cork, expended money on drainage?—Yes, a little on one or two farms during the summer. In our parish, Father MacMahon stated sometime since in a public letter, that there was more work given on my farm alone, than was given by all the landlords of the place put together, although it is one of the most extensive parishes in Ireland.

3048. Are you near the Earl of Egmont's property?—Quite near it.

3049. Do they give leases upon that estate?—No sir, they give no leases there.

3050. Are they yearly tenancies on Lord Egmont's property?—Yes.

3051. Does he allow his tenants to sell if they wish to leave?—No. I must say that the lands on Lord Egmont's estate are very reasonably let, but the agent increases the rent upon a change of tenancy. I may tell you that one of his tenants, an independent man,

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who has two or three other farms, wanted about three years since to get his daughter married. He intended to give her the farm he held under Lord Egmont, but Lord Egmont would not give his consent, without adding a very large sum to the rent. The tenant refused to pay the increase.

3052. There was no lease?—No lease.

3053. What was the consequence?—The whole thing fell through.

3054. And the daughter did not get it?—No. There is one matter I would like to refer to as showing the great wrongs that are carried out on properties where the owner is not “to the fore,” and cannot be appealed to. Just adjoining my place one of Lord Egmont's tenants died some years back. His son, who lived in Charleville, and had a business there, took possession of the farm on his father's death. The father, during his lifetime, had built a very extensive range of out-offices, but was unable to slate them. The walls were very good masonry, but he could not slate them—he only thatched the houses. On the father's death, when the son took up the lands, he had some money, not being dependent on the profits of the land. He threw off the old covering and slated the roofs. He also limed the entire farm, and made several other improvements. On the land there is a considerable wood, and Mr. Trench, who manages Lord Egmont's property, got the wood cut down, and ordered his men to cart the timber through one of this tenant's fields. There was a passage into the wood from the public road which could have been used for the purpose, but this passage was not in good repair and Mr. Trench insisted that the tenant should allow the timber to be carted through his land. The tenant objected—he said, “You have another passage; there is no necessity for you to bring your timber through my land, cutting up and spoiling the best of my land,” and he refused to allow it. The result was that at the next opportunity he was served with a notice to quit. He went to the Protestant and Roman Catholic clergymen, both of whom knew him, got letters from them, went to England, saw Lord Egmont, and told him the circumstances, and the consequence was that nothing more was said about the notice to quit. But if that had occurred to another tenant, who could not have gone over to see Lord Egmont about it, there is no doubt about it he would have had to pay an increase of rent. I dare say he would not have been ejected, but I have not the slightest doubt he would have had to pay an increased rent.

3055. The agent would have gone on with it?—Not a doubt of it.

3056. Mr. KAVANAGH.—What was the tenant's name?—Twomey.

3057. You think it was going to the landlord direct, and putting the case before him, that saved him?—I have no doubt of it.

3058. Are there any other cases of tenants purchasing their holdings, that you are aware of, in your district?—No.

3059. You are strongly in favour of greater facilities being given for tenants to become purchasers?—I am. I would be in favour, wherever an estate came into the market, of giving the tenants a pre-emption, and lending them the greater portion of the purchase-money at a reasonable rate. I am also in favour of compulsory sale of the estates of absentees and of corporate bodies.

3060. The O'CONNOR DON.—You think a larger portion should be advanced than two-thirds?—I do, four-fifths.

3061. And you think it would be safe to advance

more?—Quite safe. I am satisfied that, if a considerable number of tenants became owners of their holdings, you would before twenty years see a change in the condition of the country that no person could imagine.

3062. Baron DOWSE.—Some persons have recommended this—that we should have fixity of tenure, fair rents, and free sale. Would that be a useful thing in your estimation?—There is no doubt that there is no greater want in Ireland than security of tenure; the present insecurity is at the root of all the evil. I believe the insecurity of tenure is the root of the evils of the land system. I believe continuous occupancy, a right of free sale with valued rents, and the increased opportunities I have mentioned for increasing the number of owners of their farms, would settle this vexed question.

3063. Mr. SHAW.—You think tenants would improve heartily and thoroughly if they had security?—Certainly. How could they improve at present? It a man improves his holding, his rent is immediately raised by his landlord. Of course there are exceptions, but that is the rule.

3064. They have the power, and in some cases they exercise it?—Yes; and if it is done, even in one case, it disheartens the whole country around.

3065. The land where you live was originally a boggy mountainy district?—Yes.

3066. Part of it has been improved by the tenants?—Yes, sir. I have a man and three sons working for me who had to give up a farm last February. He owed six months' rent, and as there would be twelve months due in March, and he knew he could not pay, he gave up the land in February.

3067. I suppose he had no capital?—He had none. He clung on to the land—on which he expended every shilling he had ever made, until he became a pauper. I wish to say I do not adopt the idea that the State should compel all the landlords to sell—I don't believe in that. I only wish we had a greater number of resident gentry in the country; and I would retain any resident landlord, if I could. But I would put it out of the power of any man to raise his tenants' rent arbitrarily. I would have the rents fixed by some independent tribunal.

3068. CHAIRMAN.—Is there any other matter you wish to bring before us?—I wish to mention a circumstance that occurred on the estate some time since. There is an under-agent on the estate, whose daughter got married. On the occasion of the marriage some friends of the under agent, shopkeepers and tradesmen in the town, got up circulars, and went round to all the tenants, requesting them to contribute something in compliment to the lady's marriage. The day fixed for the collection was the very same day on which the rents were to be paid, and the tenant, before paying his rent, had first to call in with his contribution in compliment to the lady. In one case a man came to me and handed me a copy of the circular which had been sent to him. I knew that man to be in great distress, having, in fact, assisted him pecuniarily on some occasions, and I am aware he had to sell a cow to meet his rent. The poor man brought me the circular and asked me what he was to do. I advised him not to give anything to the contribution for the lady's marriage. He thanked me for my advice, but I cannot say whether he took it or not.

3069. Mr. SHAW.—Of course the landlord knew nothing about it?—I am sure he was not aware of it. I kept a copy of the circular for some time, intending to send it to the landlord, but I did not know his address.

Adjourned till next day.

SEVENTH DAY—WEDNESDAY, 8TH SEPTEMBER, 1880.

Sept. 8, 1880.

Present:—The Right Hon. the EARL of BESSBOROUGH, Chairman; Right Hon. BARON DOWSE, ARTHUR MACMORROUGH KAVANAGH, Esq., D.L.; The O'CONOR DON, WILLIAM SHAW, Esq., M.P.

Mr. ROBERT GEORGE HILL, Brookmount, Lisburn, examined.

Mr. Robert
George Hill.

3070. CHAIRMAN.—You are a tenant-farmer?—Yes, sir.

3071. On Sir Richard Wallace's property?—Yes.

3072. What is the size of your holding?—About 75 acres.

3073. A portion of it, according to your notes, is held under a lease for lives?—I have several leases. It is all held for leases for lives, unless about five acres.

3074. And the five acres are held?—At will.

3075. What is the rent per acre?—It is about twenty-one shillings an acre; poor rate off that makes it that I pay about a pound.

3076. Mr. SHAW.—How much an acre?—A pound an acre.

3077. A Cunningham acre?—No; a statute acre.

3078. CHAIRMAN.—What is the Government valuation of your holding?—£110.

3079. Does that include the buildings?—Yes.

3080. Were the buildings on the farm erected by you or by the landlord?—By myself, or by my father? There are pretty extensive buildings.

3081. The O'CONOR DON.—What is the valuation of the buildings as distinguished from the land, do you know?—I cannot tell.

3082. Mr. SHAW.—Are they all farm buildings, or are there any of them used for business purposes?—They are all farm buildings, a good dwelling-house, and a large system of outoffices.

3083. Near Lisburn, I suppose?—Three miles from Lisburn.

3084. CHAIRMAN.—Have you paid some attention to the working of the Land Act?—Yes; I have, as much as I was capable of doing, since it was passed.

3085. From your own experience what is your opinion respecting the working of it?—Very favourable, indeed. It has made us very much more independent than we were, and, in a great many points, it was very satisfactory.

3086. Can you name any points in which you do not consider it satisfactory?—Yes; a very vital point—the question of rent.

3087. In what respect as to the question of rent?—Do you mean as to the power of the landlord to raise the rent?—Certainly.

3088. Do you consider that the landlord ought to have the power to raise rent under any circumstances?—Under some circumstances, perhaps, he might, but in my case the buildings are very costly. They were put up by myself or by my father, every stone of them, and he and I together have brought the land from a state that it would produce little or nothing, to a state of great fertility. I consider that the landlord should not have the power of reaping any benefit from our outlay on the houses or in the improvement of the soil.

3089. During the continuance of your lease you are free from that risk?—Yes.

3090. What are the ages of the lives in your lease?—I am one of them myself, 50, that is the lease of the main farm on which the buildings are erected. My sister is another, about 45, and one of the Royal Family is the third.

3091. The O'CONOR DON.—How long ago was the lease made?—It is dated 1845. It was not issued till long after that.

3092. Mr. SHAW.—Was there any increase of rent made when you got the lease?—There was a fine. I suppose I may say that, unfortunately, it was the custom in Sir Richard Wallace's predecessors' time to inaugurate a system of fining down the rent. The rent crept up gradually by degrees, and then the tenants

were induced—I believe, I may say, it was insisted upon—to fine down their holdings to a lower rent.

3093. You paid the landlord a fine?—Yes, paid the landlord a fine.

3094. How much did you pay, do you remember?—About £5 an acre.

3095. And how much reduction in the rent was made?—Nearly five shillings.

3096. You did not get fully 5 per cent. for your money?—Between 4 and 5.

3097. CHAIRMAN.—You say in your notes you think that there should be a process, whereby over-rented tenants may obtain a reduction of rent to suit altered circumstances?—I do, if it could be possibly attained.

3098. Do you apply that to your own case under a lease?—I do, because I labour with ample capital, I use the best machinery that can be bought, I am constantly on the spot, and still I cannot make ends meet. I must draw on other resources for a living.

3099. Mr. SHAW.—You mean for the last year or two?—I mean for the last six years, with one exception. There was one year in the middle of these six that I did hold my own, but in the rest of the six I did not.

3100. It is a tillage farm chiefly, I suppose?—It is altogether a tillage farm—five years' rotation.

3101. CHAIRMAN.—Then you think that you ought to be let out of your lease, and commence again on a new valuation?—I don't say that, sir. The lease is a certain protection against advances of rent.

3102. Mr. SHAW.—And you have paid for it?—We have paid for it, and built a large amount of buildings on the faith of the lease, and of continued occupancy. My father and myself have laid out a large amount on building, pretty well up to £1,500 or £2,000.

3103. CHAIRMAN.—Have you made any application for a reduction of rent?—None.

3104. Mr. SHAW.—About reduction of rent—in your own case you would not consider that you had any right to a reduction with a lease?—I am afraid it is out of the question to expect it.

3105. Do you grow flax?—No.

3106. It is the most profitable crop, is it not, in the north?—Well, I see a little of it, but it is very short.

3107. The O'CONOR DON.—It is very exhausting to the land, is it not?—I am afraid it is very exhausting.

3108. Mr. SHAW.—It has not exhausted the county Down, where it is grown very extensively, nor the county Armagh?—I don't know about that.

3109. Baron DOWSE.—What I suppose you mean is, that if it is sown too often it exhausts particular fields?—I believe it exhausts the land in the end.

3110. But one year with another, may not a farmer safely grow flax on his farm, always provided he makes a proper rotation, and does not always sow it in the same fields?—I would say that he should not grow flax in a field oftener than every ten years.

3111. That is in the same field?—Yes.

3112. Wheat could not be grown much oftener?—It used to be grown every five years. Of late years, it does not grow so well.

3113. Mr. SHAW.—I suppose you would have to manure after any grain crop that ripens?—Yes.

3114. CHAIRMAN.—Are there any special rules on Sir Richard Wallace's estate affecting what is generally called the Ulster tenant-right custom?—I am afraid that there is. Lately they don't wish to let the occupier have a free right of sale—that is, entirely

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free. If a neighbour wants it they wish it to be left to arbitration.

3115. Mr. SHAW.—The price?—The price is to be left to arbitration, if a neighbour wants the holding.

3116. CHAIRMAN.—You say that there have been some office rules introduced upon the property?—It appears to be introduced to this extent, that I think before it used to be understood that a neighbour got the preference if a place was for sale, but the neighbour had to give the price the highest bidder offered. Now, if a neighbour wants to get a farm they wish the price to be left to arbitration. That appears to me to interfere a little with the free right of sale of a man's property, which I think he ought to have.

3117. Mr. SHAW.—The effect of that would be to increase the size of the farms?—Yes, but it takes a little off the price for the seller. It interferes with the price of the interest a little.

3118. CHAIRMAN.—Is there any custom of raising the rent when a tenant is selling?—I know of none. I have heard of some, but I know of none.

3119. Baron DOWSE.—How much land have you yourself?—About seventy-five acres.

3120. CHAIRMAN.—Then you think there is a tendency towards the alteration of the Ulster custom?—I believe there is.

3121. Has this tendency towards an alteration of the Ulster custom come in since the passing of the Land Act?—Yes; I think it has come in within the last year. I have not heard of it till within the last year.

3122. Baron DOWSE.—What do you understand by the Ulster tenant-right custom?—Free sale, a fair rent, and continued occupancy.

3123. How would you suggest working out the question of a fair rent?—I cannot suggest it. I have thought over it, and I cannot settle on any fair suggestion that would be fair to both the occupier and the landlord.

3124. Suppose they agree themselves to a fair rent, there is no difficulty there?—No difficulty.

3125. Supposing they do not agree, would you have an arbitration to determine what a fair rent would be?—There is a difficulty even about an arbitration. My experience of arbitrations is that there are two arbitrators appointed—one on each side—and in case they differ, as they generally do, they have to call in a third, whose decision must be final. The third one generally, what we roughly call, "splits the difference," and the result is not in all cases satisfactory.

3126. In some cases he does; but what would you think, for instance, of the county court judge as an arbitrator? Would you go before him?—That is just the point, as you have mentioned it. The county court judge in one county often gives double what the county court judge in another county gives as compensation for disturbance.

3127. On the same state of facts?—On the same state of facts, as far as I could gather. I have known it in a northern county.

3128. Are you in Antrim?—I am.

3129. Mr. Otway is your county court judge. Is he the gentleman that gives double what is given elsewhere?—You are coming to names now. Well, I think Mr. Otway did not take as favourable a view of the farmers' side of the question as some of the chairmen in neighbouring counties.

3130. As Mr. Johnston did in Down, for instance?—I think not, nor near so favourable a view.

3131. It would depend, then, according to your idea, upon who the county court judge was before you would like to go before him as an arbitrator?—It would, a good deal.

3132. How do you manage at present in Ulster? How is the question worked out as to what is a fair rent? The custom has been legalised in your part of the world; how is it worked out at the present time?—We have no barrier against a rise of rent at present.

3133. You have none?—None whatever.

3134. Therefore, unless some barrier is erected by

the law, you are afraid that the Ulster tenant-right custom may be eaten away altogether?—It is being eaten away already.

3135. By a rise of rent?—By a gradual rise of rent.

3136. Because, of course, the value of the tenant's interest in the land would depend very much on the rent he pays for it?—Depend entirely. A shilling increase in the rent would lose a pound an acre.

3137. Is the tenant often compelled to give more rent than he ought for the land?—We all have to give double the rent we should give for it at present.

3138. Why have you?—I have because I have a lease.

3139. But the man that has no lease?—The greater part of the estate, I think, is held by leases given at the time of this fining-down that I told you about.

3140. Is the present rent too high?—It is too high for the American competition now—very much too high.

3141. But suppose the leases did not exist, and they had only a tenancy from year to year, is the rent too high?—The rent is too high in any case.

3142. Why does the tenant give it?—He cannot help giving it. I cannot help giving it. If I had not a lease I could not help giving it, unless by leaving the land.

3143. And rather than leave they would even give a higher rent than the land would be worth?—They are obliged to give it. They are not fit for any other occupation, and a great many of them are too old to emigrate.

3144. Suppose there was a law introduced providing a means of settling a fair rent between landlord and tenant, would it be advantageous or not to the landlord and the tenant, to both or either?—It would be very advantageous if it was settled with a due sense that the improvements both in the land and on the land were made entirely by the tenant—that every gate and pillar and stone was put in by the tenant, and not by the landlord.

3145. What you would be afraid of is that in every increase of rent your improvements would be valued against you?—And they are.

3146. Suppose that that was guarded against in some way?—That is just what we want—to have it guarded against.

3147. If a fair rent was put on a farm in some way, so as to satisfy justice, and if care was taken that the landlord should only get rent for what belonged to himself, and that the tenant's improvements should not be valued in on him, and if the tenant was allowed to remain in occupation provided he paid the rent, with free power of selling what is his, do you think that that would satisfy the tenant?—Would you please put that question again?

3148. Supposing that the land was held by the tenant at a fair rent to be ascertained by some tribunal, some person or other that would fix the rent fairly in justice to landlord and tenant?—Some impartial tribunal it should be.

3149. Of course an impartial tribunal; we always infer that when we speak of a tribunal—some tribunal that would fix the rent fairly between landlord and tenant; if the tenant was allowed the power of free sale, and could not be turned out as long as he paid that fair rent; and if in fixing that rent the landlord's and tenant's interests were both regarded, do you think that that ought to satisfy the tenants?—Decidedly. I am sure it would.

3150. Do you think that anything less would satisfy them?—I am afraid they will have to be satisfied with less.

3151. What is the less they will have to be satisfied with?—The question of the rent is the difficulty.

3152. Is it that a fair rent could not be fixed?—I am afraid it would not be fixed at a scale that we can compete with the United States and Canada.

3153. You think that the tribunal would not fix the rent low enough?—I do, I would be afraid of that.

3154. Would you give the landlord any option, or *veto*, as to who the incoming tenant should be in the case of a sale?—Certainly.

3155. A reasonable *veto*?—I believe I don't know anyone that would not allow him to refuse an improper tenant—say an insolvent tenant, or a bad character.

3156. Who would decide that point? Would it not have to be decided by somebody or other?—The landlord should be obliged, I think, to show that he was not a proper character to be a tenant. If he could show that he was an improper character, then, I think, the tenant should have the power of referring to the farmers of the neighbourhood.

3157. Mr. SHAW.—Such characters are generally pretty well known in a neighbourhood, and there would be no great difficulty in ascertaining the fact?—I think not.

3158. Baron DOWSE.—Suppose the tenant was not satisfied, would you have any other way of settling the thing between them? Might it be settled by the present Land Court, by the County Court Judge?—My experience in County Courts is not very satisfactory. The tenant if he raises a quarrel at all at present is obliged to leave. Of course he gets more or less money, still he is obliged to leave the place he lived all his lifetime, and spent all his money in.

3159. If he has to leave, it is the law does that, the County Court Judge cannot help it; but suppose the landlord is not to get the land as long as the tenant pays the rent, and suppose the only question is as to whether the objection to a certain purchaser is a reasonable objection, would the County Court Judge be a good man to ascertain whether the landlord is reasonable or unreasonable in his objection?—Generally speaking I do not see why he should not.

3160. Nor do I either; if he is fit for anything he ought to be able to do that. Is there any limit put upon the price that you might ask for your tenant-right if you were selling it, on Sir Richard Wallace's estate?—I think not a bit.

3161. Has there been any general rise of rents upon his estate?—No.

3162. He is a very liberal landlord I believe?—He is a very charitable and good landlord, and has a first-class agent.

3163. Mr. SHAW.—Are the rents high enough as a general rule?—I think I remember Mr. Stannus, who was agent of the estate before the present man, swore in the Four Courts that the average of the rents was about 21s. an acre.

3164. An English acre?—Yes; I believe the rent on the Downshire estates is 15s. per acre—the average rent. That is a neighbouring estate—quite as good land as ours—most people would say it is better.

3165. You are better circumstanced for markets I suppose?—No.

3166. Baron DOWSE.—What is your market town?—Belfast is within twelve miles of us, Lisburn is nearer.

3167. Mr. KAVANAGH.—Do I understand your complaint to be that your rent is too high?—My complaint is that no matter what we do we cannot make ends meet. The produce is low, wages are high, labour in every way is dear, taxes are multiplied these last ten years, county cess especially is ruinously high. I believe I pay 4s. 4d. an acre for county cess. Everything is very much higher than it was ten years since, and the produce is very much less.

3168. That is, it has been in the last three years; they were acknowledged as bad seasons, were they not?—The last six years in my neighbourhood have been, with one exception, unprofitable seasons. The most we could expect to do is to make the loss as little as possible.

3169. I don't know whether I understand you

rightly in one of your answers to say that your rent was double what it ought to be?—Yes.

3170. Do you mean that your farm, without valuing your improvements, is not worth 10s. 6d. an acre?—I believe that would be quite sufficient for it, and I think we would have hard work to live out of it at 10s. 6d. a acre.

3171. I think you object to any interference on the part of the landlord with the sale of the tenant-right?—I do. I say if we have any property at all (which I believe the law says we have) we should have a right to take that out to the market and sell it the same as we would sell a cargo of wheat or a horse or a sheep or a cow or anything else we had to sell. If it is ours we should have the right to sell it.

3172. What do you consider the property of the tenant to be in the land?—Everything unless the bare untitled uncultivated soil—everything that has been put there by the tenants.

3173. That is if it has been put there by the tenants?—On our estate it all has—every stone and every bit of manure has been put on the land by the tenants.

3174. How long is it since your family got that farm?—In 1839.

3175. Do you know anything about its history before that?—I know something of it, but not very much—I was very young at that time—I only know it from tradition.

3176. Was there anything paid for it when you got it?—Yes.

3177. A fine or tenant-right?—The farm that I hold is four farms consolidated, and bought at different times as the tenants sold their interest or died.

3178. That is your ancestors bought it from the different persons who occupied it?—Yes, that is so.

3179. Then you would consider your property in the farm, the amounts that you paid them for coming in, and the value of whatever improvements you put upon the land since?—Quite so.

3180. I have heard, I don't know what others' experience may be, but I have heard that in some sales of tenant-right the most fabulous prices are given; I heard that on Lord Waterford's estate the tenant-right went so far as forty years' purchase on the rent? Lord Waterford's estate in the north, I don't know where. That would be £40 an acre, would it not?—Yes. It would take very near that to pay us for our outlay.

3181. Do you think that the fee simple of the land is worth that?—It might be worth pretty near that. I think the tenant-right of my farm would sell for more in the open market than the fee simple.

3182. According to that the landlord would have nothing?—The landlord would have about half, if the fee simple is worth forty years' purchase, and the tenant-right worth forty more.

3183. The fee simple is hardly worth forty years' purchase, is it?—I don't know.

3184. Twenty years' purchase is what is generally taken to be nearer the mark?—That would be 5 per cent. I think land in Ireland generally pays 2½ per cent., seldom more than 3.

3185. Mr. SHAW.—You mean in the north?—In Ulster.

3186. Mr. KAVANAGH.—Don't you think it is a very heavy burden on the incoming tenant to have to pay a very large price of that sort to begin with?—It is a heavy burden, unquestionably it is a heavy burden; but, nevertheless, it is the property of the tenant, and if he had not some confidence in his property he would cease to manure and labour altogether. In fact I know of cases in which the tenant is afraid to put a large quantity of manure in the land, for fear of being obliged to pay for his improvements.

3187. I quite agree with you that the tenant should be secure in every half-penny of the improvements he can show that he made; but I want to know, if you

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were going to take a farm yourself, and the tenant who was leaving it asked for a large sum of money over and above what he showed he had expended in improving the land, don't you think that the surplus over and above that, that is, so much as you paid over and above what was just for the improvements, would be unjust to you coming in to the farm?—But the price seldom does pay what the improvements cost. Even what they do get from a tenant, when coming in, seldom pays them for their outlay. The outlay for reclamation and buildings on a farm is enormous. It costs more than the whole land is worth.

3188. But still, did such a case as I have supposed exist, you would consider yourself unjustly used?—I don't know of any case where the seller got what it cost him for the land.

3189. I am asking you, supposing it were so?—Of course it is a heavy tax on the incoming tenant. But in my experience I don't know of a single case in which a purchaser gave the seller as much as it cost the seller. In all cases it was a losing job for the seller, so far as I know.

3190. Now suppose another case, that the improvements have been all made by the landlord; don't you think that if you were taking a farm, with the improvements on it all made by the landlord, that you would be rather put upon by being asked to pay tenant-right for that, as of course the landlord would charge his rent on those improvements?—I know of no case of that sort.

3191. I am asking, if such a case occurred?—He has no right, if the landlord builds everything and improves everything, and makes it in tenable order and in a productive state, the purchaser has no right to pay for the improvements to the occupiers?—Certainly not. If the improvements are the landlord's let them be the landlord's, and if the improvements are the tenant's let them be the tenant's.

3192. BARON DOWSE.—As a general rule in your part of the world the tenant makes all the improvements?—Always. It is not only generally, but it is invariably.

3193. He looks upon it, whether he is right or wrong, that he has got an interest and estate in the land?—He looks on it I hope rightly. He looks on it as his own as long as he pays its rent.

3194. And that he has an interest in the land different and distinct from the landlord's?—He looks upon everything above the ground as his.

3195. And that he has an interest in it different and distinct from the landlord's?—Certainly.

3196. The landlord may do what he likes with his own, and you think that the tenant too ought to be able to do what he likes with his own?—I think they are partners in trade, and that either of them should be able to dispose of his share in the business.

3197. They could not exactly be partners according to your idea, because one partner cannot act without the consent of the other; but at any rate the tenant's idea is that they have different and distinct interests in the same matter, that the tenant has the tenant-right and the landlord has the reversion; is that so?—Exactly.

3198. MR. KAVANAGH.—Does Sir Richard Wallace not spend any money on improvements on the property?—I have not known it on the farming property. He has laid out a deal of money on Lisburn, the capital of his estate.

3199. But not among the farmers?—None, as far as I know.

3200. THE O'CONOR DON.—Did I understand you to say that the valuation of your holding was £100, and the rent only £75?—I believe the valuation of my holding is £110 and my rent is £75, but with the allowance for poor rate I cannot exactly tell you. The rent is about 21s. an acre, but then the landlord should refund the half of the poor rate. I never get the half of what I pay but it brings it down to about 20s. an acre.

3201. Then it would appear that the valuation there

must be excessive?—Yes; but then I don't know about that. There is a great deal of houses on it, and it is near to a railway station, a good dwelling-house and offices, suitable for carrying on the business properly and conducting it well.

3202. Are they all farm buildings?—They are all farm buildings, except the dwelling-house.

3203. And there is only one dwelling-house, your own?—Only one dwelling-house.

3204. I think you stated that if you were selling your tenant-right you would expect to get £40 an acre?—No; I think I said I did not think that would pay me for the outlay.

3205. But suppose you were selling it what would you get?—I think I would have got £30 a few years ago, before this crash came. There were two farms offered lately in my own neighbourhood, and there was not a single bidder for either. One of them was as good as my farm.

3206. On the same estate?—Yes, and one the next neighbour. And, I believe, there was only £5 offered by auction for a third farm about a few weeks ago, I was not at it, but I have no doubt what I say is correct, that there was £5 an acre offered for the tenant-right.

3207. Were those farms in equally favourable condition with yours?—No; mine is very well situated, there is a railway station at the foot of the garden, and a post office close beside it.

3208. You think you would get £30 an acre if you were allowed and wished to sell it?—Not now.

3209. Well, how much do you think you would get now, considering the depression of the times?—I think I could not sell it at all.

3210. Notwithstanding its situation?—I don't think I could sell it to a farmer at all. If a business man took a fancy to it I might sell it, otherwise I could not.

3211. CHAIRMAN.—Disinclination to enter on farming?—Yes, strong disinclination, and not without reason.

3212. THE O'CONOR DON.—This system of fining down leases is a peculiarity on Sir Richard Wallace's estate?—Not in his time, but in the Marquis of Hertford's time. The people that they thought had money they found means to get them to fine down.

3213. Did not the people voluntarily take advantage of it?—Not as far as I know, they objected very strongly to it.

3214. It appears that Mr. Stannus, who was the agent of the Marquis of Hertford, gave evidence before the Devon Commission, in which he stated that every tenant who had money took advantage of this of his own accord?—I would not agree with that.

3215. MR. SHAW.—Was it not since that you paid this £5 an acre?—Our lease is 1845.

3216. MR. KAVANAGH.—That was it the Marquis's time, was it not?—I think it was in the late Marquis's father's time.

3217. I mean it was not in Sir Richard's time?—No, Sir Richard got it in 1872.

3218. THE O'CONOR DON.—The rent was fined down, I believe, to about one-fourth, was not the principle adopted?—I think it was fined down about 5s. an acre. In some cases the rent was lower than others; in some cases 20s., in some 26s., and in others more than that. It was fined down about 5s. an acre, irrespective of the price of the rent.

3219. Now you say there is a great deal of raising of rent in your part of the country, that of course, does not apply to Sir Richard Wallace's estate?—Certainly not.

3220. There has been no raising of rent on his estate?—No, I think I said so already.

3221. MR. KAVANAGH.—But on that point did you not rather imply there had been a raising of rent, and that the tenant-right was being gradually "eaten up," I think, that was the expression?—Before the fining down.

3222. No, by the raising of rent. I understood you to make that answer to Baron Dowse?—On Sir Richard Wallace's estate?

3223. I don't know that you applied it particularly to his estate?—In Ulster generally, I believe the tenant-right is being gradually eaten away, if times would admit of it, by a raisingrent.

3224. Baron Dowse.—And the thing to do is to put a stop to that?—Certainly, and to set it back a bit.

3225. The O'CONOR DON.—And do you know instances of that that you can name?—I could not give you the tenant's names, but I could find them out for you. The chief district I heard of its being done in was in Ballyclare and Castlewella.

3226. Baron Dowse.—But whether the rents are raised or not has not the landlord the power to raise them?—Certainly, when the land goes out of lease, and my rent could be raised too.

3227. Do you consider that objectionable?—Certainly I do.

3228. You would not like to go to Minnesota now or some other place and leave your farm?—I would be little use for that.

3229. The O'CONOR DON.—No landlord on estates in Ulster can raise the rent without giving the tenant the tenant-right if the tenant objected to pay it?—Yes they can, they can raise the rent, and I believe the law is they would have to go into court and abide the decision of the Chairman; and if the Chairman thought the rent was not exorbitant it would go against the tenant.

3230. Baron Dowse.—And in any event they would have to leave their farm, and you want them to stay?—I would like them to stay; that is one of the worst things; if a tenant goes into court he will have to leave.

3231. Certainly it is because he is leaving he goes into court?—They are obliged to leave.

3232. The O'CONOR DON.—What I meant to ask you was this, where the Ulster custom exists if the landlord asks an exorbitant rent would not the tenant have the right to refuse to pay it, and then if served with a notice to quit he would be entitled to receive the Ulster tenant-right?—He would be entitled to go into court and get what the Chairman awarded.

3233. Baron Dowse.—But he would not be allowed to stay in the land?—No, he must leave it there and then.

3234. Is it not the principal complaint in Ulster that you don't go into the court unless you are leaving the place?—No; if you fight with the landlord you must go.

3235. If the judge decided in your favour and could leave you in the land it would be a different thing, but if the judge decides in your favour he only gives you compensation in money?—Yes.

3236. The O'CONOR DON.—But must not that compensation in money be of such an amount as to more than counterbalance the increased rent the landlord could hope to get?—I only know one case and that was in Larne where the Court awarded a sum equal to the tenant-right, that was shortly after the passing of the Land Act. It was tried at the Antrim Assizes and the tenant there got within a few pounds of what it would sell in the market for. Since that the Chairman's awards have been very far short of what a purchaser would have given.

3237. You complain then that generally the Chairmen do not give the same amount as compensation as the property would sell for in the open market?—This is the only case I know that the judge gave the price that it would be sold for in the market.

3238. And do you know many cases in which they gave less?—I have heard of a great many, but I could not enumerate them now. There is this leasehold business if I might mention it.

3239. Which leasehold business?—The Ulster custom not existing at the expiration of a lease. That

is a very serious matter for us, for I look upon it that on our estate we were more or less—I can scarcely use the word obliged, but it is very closely verging on it—to take the lease, and then if the tenant-right dropped and was valueless at the end of the lease it would be ruinous in our part of the country. The difficulty would be to prove that it was the custom of the locality.

3240. You consider it a very great grievance that at the expiration of the lease the tenant-right would not be given to you?—I do indeed, because, as I say, I believe that these leases were more or less given for that fine. I think on our estate they were very nearly altogether given as compensation for that fine, and if they were forced, or if they were given without the free will of the tenant, it is too bad that at the expiration of that the tenant will not have as good a hold on his place as he had before it.

3241. In fact he would be worse off in that respect than a tenant from year to year?—Yes, if his lease dropped under the present law. It would be different if he could prove the custom existed.

3242. CHAIRMAN.—Would not the fine be proportioned to the length of the lease?—The leases on our estate are generally given for three lives or thirty-one years, or three lives and thirty-one years in some cases.

3243. And the landlord in granting a lease of that duration would consider the fine as part remuneration to him for parting with the control of the property for so long?—I have an idea, and I think I am right, that the rent was gradually crept up before that fine.

3244. Mr. SHAW.—It was not your proposal, it was the proposal of the landlord, this thing of fine and leasing?—I believe it was, generally speaking, against the tenants' will that they paid it.

3245. The O'CONOR DON.—Were the lives in all these leases the same, the same individuals?—Oh! not at all.

3246. Have any of those leases dropped out, come to an end?—They have in some cases.

3247. And what has been done where they have fallen out; has there been a new lease granted, or are the tenants now tenants from year to year?—The tenants are tenants from year to year, and I don't think the rent on our estate has been much raised, unless it was at a very low rent.

3248. After the lease dropped out the landlord did not raise the rent?—Unless it was very low, I think not.

3249. Mr. SHAW.—Have there been any attempts to purchase up tenant-right on the estate at all by the landlord?—Not a bit.

3250. Nor on the neighbouring estates?—No.

3251. Would you be anxious to buy your own rent now in case you could do so easily and simply?—Do you mean buy the fee-simple?

3252. Yes?—No. Sir Richard Wallace some five or six years ago—he did not make an offer, but he let it be understood that if a considerable portion of the tenantry on his estate wished to buy the fee-simple he would receive offers for it. There were only three gave in offers, and I was not one. I calculated closely, and found that unless one had only one child it would not be suitable, for the entire property would be in the one place.

3253. And you could not arrange that as a general rule?—No, and, in addition, the money could be laid out better otherwise.

3254. If you had perfect tenant-right you would not be ambitious to be owners in fee?—No.

3255. At what price?—There was no offer made, no price was intimated. It was understood that if there was a considerable proportion, perhaps a half or more, that he would accept offers, and I believe there was only three came in.

3256. But how could you calculate so closely except you knew the price he was going to sell it at. I suppose you would have had the option of borrowing two-thirds of the money under the Land Act?—We

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understood there was a difficulty in getting that two-thirds.

3257. The O'CONOR DON.—You did not inquire into it particularly?—We did not, because we found that the money that we might reasonably expect Sir Richard Wallace would ask for his property would exceed what we were able in some cases and willing in others to give.

3258. Mr. SHAW.—And you consider you have perfect security under the tenant-right for your outlay and the interest in the farm?—Those that have leases I believe have as long as the lease lasts, but we are very much alarmed that this Leasehold Tenant Right Bill has not passed.

3259. If the law was amended according to your idea you would consider you would have perfect security?—If the Ulster custom was established in its integrity as it did exist, we would have perfect security.

3260. And the question of purchase would not be of much importance to you unless you had money to spare?—I am afraid the country is too poor.

3261. If it cost you £1,500 and you can borrow £1,000 of that at a low rate don't you think it would be a fair speculation?—If we could borrow it so that it would pay itself in 35 years, I think that is it. I don't think it would be much availed of in our part of the country.

3262. Baron DOWSE.—What would make it not work in your part of the country is the great value of the tenant-right as compared with the landlord's interest. If the landlord was selling the property would he want to be paid for your interest as well as his own?—He would sell it the best way he could.

3263. Mr. SHAW.—Sir Richard Wallace could only sell the rent to you with the tenant-right existing on it. Twenty-five years purchase I suppose would be his figure?—If I paid £1 that would be £25. We anticipated he would look for far more than that. We thought he would look for £40 or £50.

3264. Do you know what Lord Waterford's estate sold for in Derry where there was great competition?—I do not.

3265. A great deal of it sold for 28 years purchase, it was considered a good price at the time and in good times. If your land was in the market with all the improvements on it I suppose it would let for £2 an acre?—It would have let for more than that, but I don't think it would let for that now, it would in good times, the houses on it are worth more than £2 an acre.

3266. You are in business I suppose, outside the farm?—No.

3267. Baron DOWSE.—Is there any manufactory in your neighbourhood?—None nearer than Lisburn.

3268. Do you take any part in the linen trade?—Nothing whatever.

3269. Mr. SHAW.—It gives you a good market, does it not, for all your produce?—We have a first class market, none better.

3270. Everything you can produce on the farm?—Everything we can produce, we have a first class market.

3271. When you say it does not pay you, I suppose you mean it does not pay the interest on your outlay?—No, I do not. I give my entire time and my wife gives her entire time looking after the dairy, and all we can do we cannot make it pay its expenses.

3272. That is within the last couple of years?—Within the last six years.

3273. How do you account for that?—The land has not produced the amount of crops it should do, prices are low and expenses are high.

3274. Are you manuring it well?—Yes, it is one of the best manured farms in the country.

3275. Baron DOWSE.—If a farmer cannot make his farm pay how does he live?—I live in a kind of way on an income derived from other sources.

3276. Mr. SHAW.—Is that the general state of things in your neighbourhood?—Yes, my neighbour who has offered his farm for sale is living on income derived from houses.

3277. And is his rent as low as yours?—Yes, but he has a mill on it which is exceptionally highly rented.

3278. Baron DOWSE.—Were there times when you made anything on your farm?—I made a little, it was partly owing to the season and partly owing to the crops.

3279. Mr. SHAW.—Is yours a grass farm?—There are fifteen or sixteen acres in meadow.

3280. Do you keep many milch cows?—Half a dozen.

3281. Could you not feed more than that during the winter?—No.

3282. Do you grow root crops?—We do, and we keep twenty young cattle.

3283. The O'CONOR DON.—Have you any tenants in your neighbourhood who purchased out their holdings?—None.

3284. Mr. SHAW.—There was no opportunity I expect?—None except that one, and sufficient did not come forward.

3285. Baron DOWSE.—Do you from your knowledge of the country come to the conclusion, that as a general rule the tenants would desire to have the tenant-right legalised instead of buying their farms?—I do.

3286. Mr. SHAW.—They would be able to use the money as they pleased, without putting it into the land and settle their children?—That is another question, one cannot leave their farm to whom they wish; in the leases on our estate they are obliged to leave it either to one child or one grandchild.

3287. That is to prevent you from subdividing? I would not object to that, but in some cases it does not work well.

3288. CHAIRMAN.—You would not object to a clause against subdivision?—I could not reasonably object to it.

3289. Mr. SHAW.—How does it work injuriously if you don't object to subdividing?—I have heard of some cases in which it did, but I cannot go into that matter.

3290. Baron DOWSE.—Under your lease, can you sell the property to whom you like. Are you not restrained from alienation without the landlord's consent?—I can sell it to no one without his consent in writing.

3291. Mr. SHAW.—Is there much planting on your place?—Very little.

3292. All done by yourself, I suppose?—No; it is not. The timber chiefly was planted before my time or my father's time.

3293. Baron DOWSE.—Have you any registered trees?—Yes; a few young ones that I planted myself.

3294. You are in the county Down?—county Antrim.

3295. What is the nearest town to you?—Lisburn.

3296. CHAIRMAN.—In case of a fine for a lease, is there a uniform sum on taking out a lease?—I think not.

3297. Mr. SHAW.—It is not usual now to give fines for leases?—No; it was thirty or forty years since.

3298. CHAIRMAN.—You don't know whether, at that time, there was a uniform sum paid, or varying in proportion to the length of the lease or the amount of the rent?—It may have varied according to the amount of the rent, but not according to the length of the lease.

Mr. WILLIAM SIMPSON, examined.

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Mr. William Simpson.

3300. Mr. SHAW.—You live in the county Armagh, I believe, Mr. Simpson?—Yes.

3301. What part of Armagh?—Convenient to Armagh, a mile and a half from it.

3302. And you hold land under Lord Charlemont, I believe?—Yes; about thirty acres, under Lord Charlemont, and a large farm under Lord Gosford.

3303. And you farm land you hold yourself in fee?—Yes.

3304. How much land altogether do you farm?—About 150 acres.

3305. Did you purchase this land you hold in fee?—Yes.

3306. Since the passing of the Land Act?—No; before it. My father bought it.

3307. Does tenant-right exist on both the properties you are a tenant on?—Yes; to the fullest extent on Lord Gosford's property, not on Lord Charlemont's. On the sale of any property, under Lord Charlemont, as soon as it is sold he generally raises the rent in all cases I have known for some time back.

3308. In every case of change of tenancy?—Yes.

3309. Does he settle the rent before the sale?—No, after the sale.

3310. So that the buyer has to go in with his eyes shut about the rent?—Yes.

3311. And do they do that now?—Generally they come in together after the farm is sold, and there is so much an acre put on, 2s. or 4s. I heard of one case in which 4s. 10d. an acre was put on.

3312. That you think a bad system?—Yes; the tenant that purchased the other day would not take the lands unless he would be allowed for the rise of rent put on.

3313. But of the purchase-money?—Yes.

3314. And there is no attempt on the estate otherwise to interfere with the tenant-right, there is free right of sale?—There have been a good many instances that it has been re-valued and raised within the last two or three years.

3315. Without change of tenancy?—Without change of tenancy.

3316. But not a re-valuation of the whole estate?—No.

3317. Was there anything exceptional in those cases, was the rent low?—No, I think the rent was high enough at the time.

3318. Was it the falling in of a lease?—No.

3319. But just the capricious will of the landlord or agent?—Yes.

3320. Did the tenants make any objection?—They did.

3321. But they stayed on the farms?—They did.

3322. They had no other resource?—They had no other resource.

3323. If they objected they could have gone into the court and got damages?—Yes, but they would have rather remained on the farm.

3324. And in most cases I suppose tenants would?—Yes, where they have been originally, and their fathers before them.

3325. Is there much fall in the value of tenant-right lately in that district?—Well, yes it has not been selling near so well.

3326. Owing to the bad times?—Yes.

3327. Are there any farms given up to the landlord?—No, I cannot say there are.

3328. What would you say constituted tenant-right?—Well, I should say that a person should get leave to have free sale, and that there should be no office rules.

3329. And what about the rent, how would you fix the rent?—Well, I think rent should be fixed according to the times, if crops of corn and cattle deteriorate in value, I think rents should be lowered.

3330. But would you have any tribunal to interfere between the landlord and tenant, in case they did not agree?—Yes, I think they should.

3331. Do you think in most cases they would agree? I cannot say that.

3332. But in case they did not agree, you think a tribunal—an arbitration?—I think an arbitration would be the best way of settling it.

3333. With an umpire appointed by some Government department, you think that would be satisfactory?—Yes, I think it would.

3334. Then you think if the system of tenant-right as you defined it were established generally, it would give satisfaction to the tenants?—I think it would, I think the tenants are afraid to expend money, afraid of getting their land raised. If a person goes and builds a good house and improves his land, and his next door neighbour does not improve at all, as soon as the land is brought into a high state of cultivation and the houses built upon it, in many cases the landlord raises the rent, where on the other side of the ditch the person who has not improved the land is left at the old rent.

3335. And that where tenant-right exists?—Yes.

3336. What is the general price now of tenant-right in your district?—From £15 to £23 an acre in many instances.

3337. The farms are pretty small, I believe?—The farms are small, and you can get more for a small farm than you can for a large farm.

3338. But the people are employed in some other business or industry, generally?—Yes; there is a good deal of manufacturing about that part of the country.

3339. And you have very good markets about there?—Yes, very good.

3340. Mr. SHAW.—You have several instances on Lord Charlemont's estate on which rents were raised?—Yes, and by Mr. M'Geough.

3341. That is some time ago?—Some time ago.

3342. Was that since the Land Act passed?—I think it was. I think he bought some property, and he raised the rent—served them with notice to quit, and raised the rent. At last it was left to arbitration—the tenants went to law with him, and it was then left to arbitration.

3343. Between him and the tenants?—Yes. Mr. Handcock, I think, and Mr. Quinn, a tenant farmer in the county, were the arbitrators; and they raised the rent from 2s. or 3s. an acre; and it had no call to be raised at all—it was quite high enough.

3344. Was that near Armagh?—Within two or three miles of Armagh.

3345. Near his own residence?—No; it is not.

3346. But it was much less than the rent he tried to put on?—Yes; he wanted to put on a higher rent. Since that arbitration, some parties wanted to sell, and he said he would raise the rent again.

3347. In case they sold?—Yes; after the arbitration; the arbitration was not binding on him.

3348. Does he profess to have tenant-right established on his estate?—There is a tenant-right. I am sure he will allow you to sell; but it is very injurious to it.

3349. That is no use, you think, unless there is some way of regulating the rents?—Yes.

3350. If they have a power of raising the rents, it destroys your tenant-right?—Yes.

3351. Is that feeling common among the tenants?—It is.

3352. It prevents them laying out money; and you yourself would hesitate in laying out money on buildings where this doubt existed?—I would not be afraid under Lord Gosford; he has allowed tenant-right to the fullest extent, never interferes, and allows the tenant to sell to the highest bidder.

3353. Baron DOWSE.—Then it depends very much on the kind of landlord you have?—Certainly it does.

3354. Mr. SHAW.—He has still the power of interfering; and, if another Lord Gosford came in, or a bad agent, you might find the thing changed?—Certainly.

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3355. Have you any other instances now, on Lord Charlemont's estate, of raising of rents?—I have two or three. I know a person of the name of Barrett sold some land, I think about a year ago, and his rent was raised too.

3356. After the sale?—Yes.

3357. And any other case?—Yes. There was a Mrs. Dobbin sold some land two or three years ago, and there was a rise of rent put on.

3358. It was submitted to, I suppose?—Yes, it was.

3359. Was it a high rent, do you think, do you know the case yourself?—I do. I know the rent was high enough before, and did not require more to be put on.

3360. And I suppose the tenants before had made every improvement on the land?—They had.

3361. Buildings, and everything else?—Yes; and drained the land.

3362. So that you consider they ought not to have been subjected to any rise of rent?—I think not.

3363. In case you had this tenant-right established, would you give a fair and periodical rise of rent or valuation of rents, to either party, the tenant or landlord, in case they desired it? or would you fix it at once and for ever?—Well, I think I would fix it at once, if it could be done.

3364. How would you fix it, because you must take into account the growth of the prosperity of the country generally, the landlord claims, I believe, generally something for that?—The way that things are paying at the present time I think the land in general is rather high let.

3365. With the competition?—Yes, from America. I know twenty years ago it would be easier to make £5 than it would be to make £1 now.

3366. In farming, you mean?—Yes.

3367. And is that owing to low prices altogether?—I think it is a good deal owing to the low prices.

3368. Do you think the land produces as much as it used to do?—I think it does, with the exception of last year, which was a very bad year.

3369. And you grow flax, I suppose, a good deal there?—A good deal.

3370. And that is generally a paying crop?—It generally pays pretty well.

3371. You think if this tenant-right, as you have described it, were established, and the landlord's power defined, that that would satisfy the tenant?—I do.

3372. Would you be disposed to purchase your own farms if you had facilities to do so?—I would, indeed.

3373. And borrowing two-thirds of the money—I don't mean that in your case, you know what I mean—if that facility were granted, it would be an advantage to the tenants?—It would be a very great advantage, and give them security in their farms.

3374. Do you think in your part of the country the tenants would avail themselves of it largely?—I do believe they would.

3375. Small and large?—I am certain of it.

3376. Have there been any cases in your county of purchases by tenants of their holdings under the Land Act?—There has, Mr. Brown has.

3377. Is that near Armagh?—It is.

3378. Who is his landlord?—It was church land.

3379. You think if facilities were given, a fair amount of money advanced at a low rate of interest, that the tenants even under the tenant-right custom would avail themselves of it extensively?—I believe they would.

3380. They would feel more independent every way, and the slight advance they would have to pay for the money they would not feel so much?—I think not. I think they would be very glad to avail themselves of the opportunity to purchase.

3381. On the whole in your county do you think rents are high enough?—I think they are.

3382. They could not bear any advance under any legislation to let the tenants live?—I think not.

3383. Are there many small owners in Armagh, proprietors?—I think not.

3384. You have some very large ones, Lord Gosford, and Lord Charlemont?—Yes, and Mr. McGeough is a large proprietor.

3385. Have there been any estates purchased in the Landed Estates Court in your district within the last few years?—Mr. McGeough's was purchased there.

3386. But outside that?—I cannot recollect.

3387. But you don't know any cases on the part of landlords besides what you have mentioned of interference with the tenant-right?—No, I cannot say that I do.

3389. CHAIRMAN.—You say that on Lord Charlemont's property there is a change of rent on a change of tenancy. Is there a change of rent at any other time?—Yes, I have known instances where the land was revalued and the rent raised.

3390. How long has this custom existed of changing the rent on a change of tenancy, or any other times?—I think since the passing of the Land Act.

3391. Mr. SHAW.—Are leases common in your part of the country?—Yes.

3392. And for what term generally?—On Lord Gosford's property they gave you a lease for thirty-one years.

3393. Has that time been adopted since the passing of the Land Act?—No, before it.

3394. It has not been adopted with the view of getting rid of the Act?—No.

3395. Do they recognize tenant-right at the end of the lease?—I have never known on Lord Gosford's property where they did not.

3396. Do you know whether they do on the other estate?—I have heard that they do not.

3397. CHAIRMAN.—You say rent ought to vary according to prices, but don't you think that that would cause great uncertainty?—It might.

3398. Prices vary very much, and it might cause very frequent revaluations?—No doubt.

3399. Would it not be better to make it for a period of years?—I suppose it would be as well.

3540. When a man buys tenant-right what do you consider he buys under the name of tenant-right; is it the good will of the holding?—The good will of the holding.

3541. The interest in the improvements upon it?—Yes.

3542. Whether made by himself or the landlord?—I think that whatever he buys, he buys the interest on the whole property.

3543. And if there is any interest of the landlord in the shape of improvements, ought that to be paid by the incoming tenant?—I think it should.

3543A. Ought any portion of the purchase-money or anything instead of the purchase-money go to the landlord?—I think not. I think it should go to the tenants themselves.

3544. You think the landlord ought not to get it either in the shape of increased rent or portion of the purchase-money?—I think not. I think he is not entitled to it at all.

3545. Mr. SHAW.—The landlord has done nothing on the land?—No. But Lord Bessborough is taking a different case? If he has buildings I expect he will be paid for them.

3546. CHAIRMAN.—Or suppose he has drained or assisted in drainage?—If he has paid for the drainage I think he should be allowed for it, but if the tenant drained the land himself, the landlord should not get anything for it I think.

3547. I have asked you should the landlord be compensated for the loss he may sustain by reason of his making over the entire tenant-right to the tenant for the improvements he has made upon the property, and you say yes?—Yes, I say so.

3548. Should he be compensated for the loss he has sustained by not having the selection of the tenant?—I think he should.

3549. You think that that is a matter which should be taken into consideration?—Yes, I think so.

3550. Should the landlord be compensated for the

prospective increase in the value of the property?—Yes, I think so.

3551. And you think that might be done by periodical revaluation?—I think so.

3552. Would you have that at the option of the landlord or tenant, upon giving notice, to raise or diminish the rent?—I think the tenant if the rent is too high should have the option of giving notice.

3553. At certain intervals?—Yes.

3554. The landlord on calling for a rise if it would bear a rise, and the tenant on calling for a reduction if it would bear it?—Yes.

3555. Suppose the landlord has made improvements on a large scale, such as making or contributing to the making of a railway to the property, or has made a large drainage work that enables tenants to carry out their own drainage on their own holdings more effectively, ought that to be considered?—I think if the landlord opens a way for the tenants to get their land drained, I think he should be allowed for that.

3556. You think that in a revaluation all the circumstances of the case should be taken in consideration whether in favour of the landlord or tenant?—I think so.

3557. Baron DOWSE.—Supposing the Ulster tenant-right custom as it exists at present fair rent, free sale, and continuous occupation were legalized, which to a certain extent it is, suppose that there was some tribunal to settle the question of rent between the landlord and the tenant if they differed, and then that the tenant should continue to occupy the land at that rent so long as he paid it, do you think that that would be satisfactory?—I think it would be satisfactory.

3558. In your part of the world are the improvements generally made by the tenant?—Yes.

3559. Suppose there was a case in which the landlord made the improvements, wouldn't it be right to take these improvements into consideration when fixing the rent?—Yes.

3560. And wouldn't that be enough for him?—Quite enough.

3561. And if he drained the land or carried out any other improvements which increased the tenant's interest in it, he might say the land was not let at sufficient value, and then when the revaluation came to be made these improvements could be considered in fixing the fair rent if the landlord and tenant did not agree as to the rent. Would that meet the difficulty?—I think it would.

3561A. And that being done, the tenant might sell his interest subject to a fair and reasonable objection on the part of the landlord which would enable the landlord's improvements to be considered, if he had made any, to the highest bidder?—Yes.

3562. Would you give the landlord a veto on the purchaser, or allow him to make a reasonable objection to the purchaser?—I think the landlord should be able to make a reasonable objection.

3563. If the tenant was not a man of good character or had the name of being a bad tenant?—I think the landlord has no right to accept a bad tenant. I don't think a bad tenant has a right to be pushed in upon the landlord.

3564. You spoke of a Mr. M'Geough. Is that Mr. R. J. M'Geough?—Yes; I think so.

3565. I have a very valuable book before me of Mr. Donnell's, and in that there is a case reported of *Loughern v. M'Geough*, tried at the Arnaugh spring assizes in 1873. Mr. M'Geough contended that the tenant-right should be limited to £5 an acre, but the judge decided against him, and the judge held that in determining what is the usage on an estate regard should be had not merely to the transactions of recent years but to the whole series of tenant-right transactions that is disclosed in the evidence, and he decided there that the custom on that estate was to sell to the highest and best bidder, so that Mr. M'Geough was defeated there?—Before he bought the estate you could sell to whom you liked, but since 1873 —

3566. He was defeated then, but since 1873 has he

been still endeavouring to limit the tenant-right?—There has been an arbitration, too, and since that any person who offered to sell got an intimation that there would be a rise of rent.

3567. The effect of that on the best tenant-right in the country would be to depreciate its value?—Of course.

3568. If you have a farm of 30s. an acre which produces a large sum in the market, and the landlord puts 10s. more on the rent, that takes something off the value of it?—Every shilling he puts on it is a pound off the price.

3569. That is what you want to prevent?—Yes.

3570. And if that was done you would consider it satisfactory?—Yes.

3571. Would that satisfy the people or would they rather buy under the Bright clauses of the Land Act?—It would.

3572. They would be satisfied with tenant-right in that way?—They would, I think, be satisfied with tenant-right in that way.

3573. Giving them security for their interest—that whatever they put into the soil they could take out of it?—Yes.

3574. Mr. KAVANAGH.—Do I understand you are in favour of an entirely unlimited tenant-right?—Yes; the tenant should have the right to sell to the highest and best bidder.

3575. And for the best price he could get?—Yes.

3576. Have you heard of cases where the tenant-right went up to £75 an acre?—I have.

3577. Do you consider that fair to the incoming tenant who was the buyer?—I think it fair enough for a tenant to get leave to sell to the highest bidder. I have heard of £130 an acre being given in the county Down.

3578. Mr. SHAW.—The buyer was a free agent; he need not buy unless he liked?—He was.

3579. Where was the £130 given?—It was near Donaghmore, on the road to Newry, near Banbridge.

3580. Baron DOWSE.—Was there anything peculiar on the farm?—No. The farm was held for only about 10s. an Irish acre.

3581. What he gave for that was only 130 ten shillings?—No; he gave £130 an acre.

3582. Mr. SHAW.—Was that a large farm?—About fifteen or twenty Irish acres.

3583. What is it supposed to grow?—It is splendid land.

3584. And a comfortable house on it?—And there was a good deal of competition between two or three parties.

3585. Mr. KAVANAGH.—If it was very good land, and was let at 10s. an acre, there was a very good interest in it?—Yes.

3586. Would you consider it worth more than 10s. an acre, if it was yours?—Yes, no doubt.

3587. That shows there was a considerable interest to be bought in it?—Yes, 10s. an Irish acre is low.

3588. That is rather an exceptional case. The case I want to put is this—suppose you are buying a farm, and the outgoing man asked you—say £35 an acre, and you did not consider the improvements he had done came to more than £20—would you not consider yourself wronged by the extra £15?—I don't know.

3589. If you pay more—say £15 an acre more—than you get value for, don't you think that that £15 an acre would be much more advantageously employed by you in stocking your farm?—I believe it would.

3590. And in so far as that view goes, you would be wronged if you were fool enough to give it?—Yes, if I was fool enough to give it; but I think, when a tenant sells, he is entitled to get all he can for his holding.

3591. As to this £130 an acre land that you say was held at 10s. an acre, what would you consider a fair rent for it?—I would say an Irish acre would have

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been worth £2 or £2 5s. per acre. The land was very good.

3592. Very good in the actual soil?—Yes.

3593. Not from any drainage, or manuring, or anything that had been done to it?—The soil was good itself.

3594. Then the difference between 10s. and its real value was a sort of gift, you may say, that the landlord had given to the previous tenant. If I had a farm worth £2 an acre, and I were to let it to you at 10s. an acre, I would be really making you a present of the difference?—No doubt, you would.

Mr. Thomas
Knipe.

THOMAS KNIPE examined.

3599. Mr. SHAW.—You live in the county Armagh?—I do.

3600. In the neighbourhood of Armagh?—It is in the opposite direction of Armagh from Mr. Simpson.

3601. What side is it on?—Towards Killyleagh.

3602. You hold land from Lord Charlemont?—No, it is under Mr. Noble at present. It is in the Landed Estates Court at present—where I live on.

3603. Your own land as well?—Yes.

3604. Do you farm your own land?—Yes.

3605. Did you purchase it in the Landed Estates Court?—I purchased part of it, part was left to me by my father.

3606. You purchased part in the Landed Estates Court?—No, I purchased it from the tenant—the fee-simple.

3607. You don't know anything of the Landed Estates Court mode of purchasing land?—I have not bought any myself, but I have known some landlords who have.

3608. You mean some of the landlords who have sold?—Yes, and who have bought in the Landed Estates Court.

3609. Do you know of any tenants having purchased their holdings?—Not except tenants under the Church Act.

3610. Do you know any of them in your neighbourhood?—Yes.

3611. What size were the farms?—This is up to ninety acres.

3612. And have these tenants been doing well since they purchased?—Exceedingly well.

3613. And they are perfectly satisfied with their position and purchase?—Very well satisfied.

3614. Do you notice any change in the style of husbandry, or in the general appearance of their holdings?—Yes. There is observable a change in the appearance of the place, even as you go past, for they have added new buildings, feeling that they are owners of the place themselves, and having no fear of the rent being raised afterwards.

3615. Ninety acres is a very large farm?—Yes; it formerly belonged to a man named Oliver.

3616. Do you agree with Mr. Simpson in your definition of tenant-right?—I cannot agree with him in all he said.

3617. Tell us some of the points upon which you do not agree with him?—It has been said landlords made some improvements, but I never knew an instance when the landlord shored the land, and did not put on 1s. or 2s. per acre as interest on the money expended.

3618. I don't think Mr. Simpson said the landlords made the improvements, but he was asked a question?—Mr. Simpson.—No.

3619. Baron DOWSE.—What I suggested to him was that if the landlord made improvements he could be paid by additional rent?

Mr. Simpson.—Yes.

Examination of THOMAS KNIPE resumed.

3620. Mr. SHAW.—You mentioned that where improvements were made, or about to be made, by the landlord he puts an additional rent on the tenant, and

3595. Baron DOWSE.—Is that likely often to happen?—I have never known an instance of it, for landlords don't generally do that.

3596. Mr. KAVANAGH.—Did it happen in this case?—I cannot tell you; it was held for ever.

3597. Baron DOWSE.—Was it a tenancy from year to year?—Not at all; it was land held for ever.

3598. Mr. KAVANAGH.—Then he was buying the fee-simple, merely leaving the head-rent on it?—Yes. Round about Banbridge it is common to sell from £50 to £60 an acre, but it is held in fee at a nominal rent.

if the tenant sells he sells subject to that rent, so that the landlord is paid for everything he does on the land?—Yes. Not only that, but some places they agree with the tenant that he is to pay a certain sum annually for a certain number of years to pay off the sum, but it is never wiped out; it becomes a charge ever afterwards on the land.

3621. Do you know a case of that sort?—Yes. I had a brother-in-law of my own under Lord Caledon. He was charged for a number of years for an improvement, and they expected it would be taken off when the sum was paid, but it was not, and they don't expect it ever will be taken off. That is a case I know of myself.

3622. As a general rule, landlords in your county make no improvements except this way?—I don't know a case where they have been asked, and if they were they would not do it.

3623. The improvements have been made by the tenants in the whole county with their own money—that is your experience?—Yes. I have laid out £1,000 and over it myself before I got a lease of the farm I am living on.

3624. That is under the protection of tenant-right you expended that money?—Yes.

3625. And would you consider your rights would be confiscated if the landlord had power to put on rent without some controlling influence?—Certainly. We have repeated proofs of it almost every week.

3626. Can you mention any case within your own knowledge where the tenant's improvements have been confiscated in that way?—Yes; on Sir James Stronge's estate I knew a tenant, a gentleman named William Clarke, who held a farm of land. He died, and he appointed two executors. Sir James would not allow the property to be sold by public auction, but allowed them to advertise and take private proposals for it. A purchaser was got; he had offered a sum of £300 for the place. Sir James had no objection to the tenant, but he said that the rent would be raised in accordance with the rules of the office. This gentleman refused to complete the bargain at the price he gave, and the result was the farm lay on for a year or more idle. There was no purchaser turned up with the rent that was threatened to be put on it. Sir James then took it into his own hands, and paid these executors £100 less than they were offered.

3627. Of course the rent you consider stopped the bidding?—Yes. He increased the rent, and that was the cause.

3628. The O'CONNOR DON.—Do you know what the amount of the increase was in that case?—Sir James took it into his own hands, and let it afterwards to a tenant.

3629. Mr. SHAW.—At what rent?—27s., I think.

3630. What was the former rent?—I think it was £1 an acre, but I could get all the particulars and let you have them if you cared for them.

3631. But tenant right is allowed on the estate?—Yes, but subject to office rules.

3632. That is as to fixing the price?—Yes.

3633. Is there a price fixed beyond which the tenant-right is not to sell?—Not on Sir James's property, but there is on the Nappagh property.

3634. Is that near the other?—It is adjoining it.

3635. What is the price fixed there beyond which the tenant cannot sell?—Ten pounds an acre. I was called in to draw up an agreement between two tenants; I think it was about a twenty acre farm, and the tenant had sold it at £15 an acre. The bailiff on the property had heard about the sales, he wrote to the agent, and a letter came down warning the tenant what the rules of the office were, and that they would not allow him to get more than £10 an acre, and if the man gave more than £10 an acre he would loose it, for if he was going to part with it afterwards he would not be allowed to get more than £10 an acre. The man who was leaving thought it a great grievance, for he had made all the improvements, he had planted an orchard and built a house, and done other things, and it looked very hard.

3636. Did that stop the sale or did it go on, with £10 an acre?—Yes, it went on, but the man was deprived of the money.

3637. Do you know does any money pass outside without the knowledge of the landlord?—It is not supposed to pass.

3638. I suppose the farming in that district is of a very good description?—Yes; but if the people had security they would farm a great deal better.

3639. There is a great deal of room yet for improvement you think?—Yes, and generally where there is an industrious man who has made improvements the rent has generally been raised.

3640. Notwithstanding tenant-right?—Yes.

3641. And that has a great effect on the public opinion of the tenants?—A great effect. A great many of them would labour better if they had more security and if the power was taken out of the landlords' hands, that they could not raise the rents unduly.

3642. Has this system of increasing the rent upon a change of tenancy increased since the passing of the Land Act?—I believe the landlords take advantage of the defects of the Land Act.

3643. The system of purchase, you think, ought to be made simpler, if possible, and facilities afforded to the tenants to enable them to purchase?—Yes.

3644. Would that power be availed of extensively?—I believe the greater part of the tenants in the locality in which I live would be very glad to have an opportunity of purchasing their own land.

3645. Purchasing from the Government?—Provided they could get a little assistance. I think it would have the effect of making them more industrious, more prosperous and loyal, than at present.

3646. And if they had a perfect system of tenant-right they would not require it so much?—It would improve their circumstances very much. They would have perfect security for their outlay, and interest in the land. There is a gentleman named Colonel Cross, who bought a property in the Landed Estates Court a few years ago, it belonged to Major Whilliker previously; the tenants were very industrious, and they felt very safe under the former landlord; but after Colonel Cross bought it he served notices to quit, accompanied by ejectment processes.

3647. On all the tenants?—Yes, and one of them resisted and threatened to refuse to pay the rent, and when the sheriff went there to put him out, he said it was as well for him to go home and that the best thing Colonel Cross could do was to come himself and put him out. The result was, that the landlord made an arrangement and charged him a mere nominal sum.

3648. But the landlord raised the others?—Yes.

3649. To what extent?—In one case of a fifteen acre farm he raised it £4. I got the receipts brought in and shown to Mr. Donnell when he was in Armagh. The increase was a little over £4 on a holding of fifteen acres. It would probably be 4s. an acre or a little over 4s. an acre increase.

3650. Was that the average on the whole property?—I think there was some of it less; Mrs. Heuston's rent was raised the same way.

3651. Is she a tenant of his?—Yes.

3652. How much was her rent raised?—About 2s. 6d. an acre.

3653. Was tenant-right existing on that property before?—Always.

3654. So that in fact tenant-right as you have it in the north does not prevent the raising of rents?—Oh no, it does not.

3655. And you complain of that?—Certainly.

3656. And you want some way of preventing the landlord unreasonably raising the rents?—Certainly they may refuse to comply with the landlord when he increases the rent, but they have no alternative except to go before the chairman of quarter sessions, very generally the landlord has a set off for dilapidation and bad labour, and you get a very small trifle at the hands of the chairman compared to what you would get if you had free sale.

3657. Are there any cases within your knowledge in which the tenant-right has been interfered with in that way?—On Lord Charlemont's property I have known five or six cases this year where there was a change of tenancy, and in every one the rent was raised.

3658. Do you know of any case where without a change in the tenancy the rent was raised?—Yes, always when a lease falls out.

3659. Are leases general on the property?—Not general, but there are a good many on the property. About Moy and Charlemont there are several instances where leases fell out, and in every case the rent was raised considerably.

3660. This creates a feeling of uncertainty amongst the people?—It does.

3661. And interferes with the outlay of capital on the land?—It does. I believe they would labour a great deal better and be much more industrious if they had greater security about the rent.

3662. Do you think on the whole as to these fifteen or twenty acre farms that a family can make a living on one of them?—I think the rent is a great deal too high at present. I am taking everything into consideration.

3663. The people have for generations been doing pretty well on these farms?—They have, but if they were they were in the habit of living by weaving and other means besides the land.

3663A. Land in your district is cultivated very much by spade husbandry?—A good deal.

3664. You do not think big farms are necessary to the prosperity of the country?—Well, I would say forty or fifty acres would be enough.

3665. Don't these small men get as much out of their land as the large men?—In some cases they make more out of it; where they are industrious and feel they can sell their improvements. They can get a large price if they are under a good landlord, but when they fall into the hands of middlemen the tenants don't care to do too much in the way of improvement.

3666. But if you had perfect tenant-right you would not care for middlemen or whether you had a good landlord, a bad landlord, or no landlord at all?—Yes; but I still think if we had the privilege of buying out our holdings, assisted in some way by the Government, it would be of great advantage to the country; it would make the people more contented and prosperous, and do away with the agitation.

3667. The O'CONOR DON.—Do you think the Government might safely advance a larger proportion than two-thirds of the purchase-money?—I think the tenants could find the rest.

3667A. You don't think it would be necessary to make a larger advance than that?—If the Government advanced two-thirds it would be quite sufficient.

3668. Do you believe Lord Charlemont's rents, as a rule, are higher or as high as the rents on other properties in the district?—Rents vary a good deal according to the man you have as landlord; and if it has changed hands it is generally higher. If the land is recently bought and gets into the hands of middle-

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men they generally put a little additional on what it has been formerly held at.

3669. Lord Charlemont's rents then would be lower than the rents on those lands of recent purchase?—But they always take advantage of it. If Lord Charlemont was going to sell the first thing those who buy would do would be to raise the rent.

3670. But what I want to see is whether this increase of rent, on Lord Charlemont's estate, when there was a change of occupancy, was not due to the fact that the rent was lower than the general rent in the district?—No; except where there is a lease; I don't believe they are lower than the surrounding landlord's rents. It is an average from 22s. to 26s. an acre.

3671. The English acre?—Yes.

3672. You don't know what proportion they bear to the Government valuation?—They are all pretty near the Government valuation.

3673. About the same as the Government valuation?—About the same.

3674. And you think the Government valuation in Armagh is high?—I think it is far too high looking at the American produce and the present state of affairs. Some years ago I would much rather have paid £1 an acre more for my land than to have it for nothing now; I could have made more money then than if I had my land for nothing now.

3675. Mr. SHAW.—How do you say that?—The profit was much higher, cattle were a great deal higher.

3676. Cattle are as high now as ever they were?—Last year they grazed in my own family about 1,500 acres, and I could safely say we lost over £1,000.

3677. The last couple of years were bad enough we all know?—Yes.

3678. CHAIRMAN.—In the last two years the price for stores was high, and you got a low price for fat cattle?—Yes; and flax was at a very low price, and everything costs more—implements and labour are dearer. It is a very slow way to get rich farming in the north.

3679. Mr. SHAW.—But you live better?—Well, we do; but I think we have a right to go with the times.

3680. You have a right to live better?—We work very hard in the north, and try to cultivate our land very well, and we think it very hard when we don't

get leave to sell our improvements, and when there is additional rent put on it takes the money out of our pockets.

3681. CHAIRMAN.—Does your opinion, in favour of the purchase of tenants, apply only to estates where landlords are willing to sell?—I don't think it could be hurtful to a landlord to consent to sell.

3681A. But would you make it compulsory on the landlord if the tenant wished it?—I think it would be hard to make it compulsory. I think it would be hardly fair. I would not like to be forced to sell my own farm if I did not wish to do it; but if the land was in the Landed Estates Court, and they made a rule that the tenant should get the option to buy it at so many years purchase. I believe they would embrace it and it would be no injury to the landlord.

3682. That would be in cases in the Landed Estates Court, or where the landlord might wish to sell by private contract?—Yes; in the Landed Estates Court, or where the landlord wished it; but I think it would be a hard thing to compel him to sell. I apply it to myself, and I would not like to be compelled to sell where I did not wish to sell.

3683. Do you, in general, agree with the other witness (Mr. Simpson), in the views he expressed?—I do, partly. I agree with the greater part of what he said.

3684. The O'CONOR DON.—Do you think it a fair thing to say to the landlord you must either sell or allow your rents to be fixed by valuation?—I think it would be quite fair towards the landlord and tenant to have a court of arbitration, say that there would be one arbitrator appointed by the tenant and another by the landlord, and a third, probably, by Government, or whoever it may be, and the rent fixed in that way. I think it would be a fair way, but as long as the landlord has the power of fixing the rent it will be high.

3685. Mr. SHAW.—You think the interest of landlord and tenant are so mixed up that they would not be fair judges?—No; they are joint occupiers, you may say, and looking at the Land Bill it gives me greater privileges than I had before.

3686. It is an improvement on the former state of things?—Yes; but there are a good many defects which require to be remedied.

Edmund
Meares Kelly,
Esq.

EDMUND MEARES KELLY, Esq., examined.

3687. The O'CONOR DON.—You are a barrister?—I am.

3688. Residing near Dublin?—Residing near Dublin.

3689. Have you any landed property?—The place which I hold has five acres nineteen perches under the Earl of Pembroke.

3690. And it is all in your own occupation?—All in my own occupation.

3691. I understand you have some suggestions as to alterations and amendments in the Land Act?—Yes, and, with the permission of his Lordship and the other members of the Commission, I feel satisfied that, if I am allowed to fill up the outline of what I furnished as my evidence, it will economise your valuable time very much. In my letter to the Commission I stated that it was my intention to point out how the Land Act of 1870 can be altered and amended in the interest not only of tenants but of the common weal, and that, as I believe without prejudice to the interests or reasonable rights of landlords. That is the first thing I propose to do. My first suggestion would be that tenant-right, in its most liberal form, should be extended to the whole of Ireland, and that, in respect of both towns and counties. The elements of tenant-right, in point of fact, are fixity of tenure, fair rents, and a free right of sale, subject to the qualifications which I shall now call the attention of the Commission to. The

qualifications upon fixity of tenure are punctual payment of the rent, secured by all the proceedings at present known to the law—discarding all the notions about landlords having no right to their rents—and the tenure not to be determined save by ejectment for non-payment of rent, or voluntary surrender by the tenant. The next element of tenant-right is fair rents, the rents at present payable under leases as defined by the Land Act, 1870, which includes agreements for leases, to be deemed such fair rent for the term in the lease mentioned. In tenancies from year to year the rent at present payable to be deemed such fair rent until revaluation and consequent change be required by either landlord or tenant. At the termination of the lease, and as regards tenancies from year to year, at any time after the passing of the Act, the revaluation to be made either by courts of arbitration, constituted as in the Land Act mentioned or by special tribunals to be constituted as in the proposed legislation. The qualifications upon these fair rents are exactly—the Act should provide by specific enactment that in no case should such revaluation be increased by the letting value attached to the land by any improvements made by the tenant, unless such improvements have been made in pursuance of an express contract with his landlord, and then, upon making such revaluation, the rent should be increased. I will assume that there is a contract with the landlord to expend £200 in substantial and permanent

improvements, when a revaluation takes place the landlord should get credit for that sum, the annual sum of $2\frac{1}{2}$ per cent. say upon that £200, while, if £1,600 is spent instead of £200, that is £1,400 by the tenant over the £200, the increased value of the whole £1,600 should be taken by capitalization of it, and then the landlord's £200 would be one-eighth of the whole sum expended. In that way the result could be arrived at. I give an example to illustrate this. I put it in this way—rent £50, covenant by the lessee to expend £200 in permanent improvements, the lessee expends £1,600 on such improvements suitable to the holding, and which proportionately increase its letting value; term fifty years. On expiration of that term the rent to be increased by say $2\frac{1}{2}$ per cent. on the £200, that is £5 per annum, assuming the tenant to continue in possession. The only other element is the free right of sale, and the qualifications which I propose upon that are: That the landlord shall have the right to object on the grounds either of the insolvency or bad character of the purchaser, as where he has been convicted of crime or the like, and perhaps also the right of pre-emption. Upon the head of improvements I desire to adopt the language used by a writer of considerable ability, a modern writer, who has taken pains to consider this subject, which I think deserve at least as much attention as they have received at the hands of the public—that is Mr. Donnell's Land Reports, at page 103, he says, in encountering the argument against tenant-right, that it is an abstraction or withdrawal of the landlord's interest to the extent of the claim for tenant-right—

“So far as the improvements enter into the value of tenant-right they are an addition to, and not an abstraction from, the landlord's estate, unless indeed we are to accept as Divine authority the maxim of the Roman law mutilated” (I will presently call attention to a valuable foot note as to the meaning of the word “mutilated”) “to serve as a support for felonious landlordism. Quidquid plantatur solo, solo cedit, or as Mr. Justice Shee translated it, ‘tenants’ improvements are landlords’ perquisites.’”

And as to the word “mutilated” there is a most important note, evidencing the great care taken by the author in ascertaining the basis or root of this maxim of “Quidquid plantatur solo, solo cedit.” “The Roman law added that the maxim applied, but subject to compensation,” and now in inverted commas comes a passage from Mr. Finlayson's History of Land Tenures, page 31, to this effect—“The owner, should he dispute the right to compensation, and seek to retain the improvements without paying for them, was deemed fraudulent, and made subject to an action.” Mr. Finlayson adds, at page 4 of the same book, “When a distinguished statesman declared landlords felonious who robbed their tenants of the value of their improvements he had high authority.” I desire also to adopt a passage from Mr. Froude's last paper on Ireland in the *Nineteenth Century*. He says:—

“The purchaser of land is entitled to his money's worth. If for political reasons the State interferes to prevent him from collecting his rents, the State must compensate him. He is not entitled to more. If he desires to expel solvent tenants who disagree with him in views or opinions, or wishes to improve his estate, or to enlarge his park or shooting grounds, he in his turn must compensate them, and so far there is no fault to be found with the famous Land Act of 1870. It was a fair corollary from the existing conditions of Irish social institutions, the *tenant's solvency was the test of his right to remain*. If he could not or would not meet his engagements the landlord has a right to what belonged to him, and might appoint a fitter person in his place. In this, therefore, the Act was a just one.”

And to this I will add a passage from Mr. Arthur Young, in which he says, “If you give a tenant a rock in perpetuity he will make it a garden before long, if you give him a garden for a limited term it will become a wilderness.” Now, heretofore, I have applied myself generally to what I call radical changes in the Land Act, 1870—radical changes—a repeal of the Act in fact, and to supplant it by fixity of tenure, fair rents,

and free right of sale. These, I say, are the elements which constitute Ulster tenant-right in its most liberal shape. And failing the power to make such a change, failing the power to carry such legislation, I have to suggest several amendments to the Land Act, 1870, that are called for, I may say, by what I venture to think, with great respect for the judges, have been misinterpretations of the Act. First, I would take the 4th section of the Act, it is a very important one. The 4th section provides that the tenant who does not claim for disturbance under any of the antecedent sections shall have a right to compensation, to be paid by the landlord in respect of all improvements on his holding made by him or his predecessor in title, and it then goes on to provide at an ulterior stage that when the Chairman of the county—the tribunal to which it is referred—came to consider what should be the sum allowed for improvements, he was to take into consideration a variety of things in the reduction of the claim of the tenant, amongst others he was to take into consideration the time during which such tenant had enjoyed the advantage of such improvements, also the rent, &c. I propose that that clause should be taken altogether out of the enactment, and my proposal is this that a declaratory statute should be passed declaring that the 4th section was intended to apply to all cases in which the land, whether with or without a house, has been let before the passing of the Act, *in respect of permanent buildings*.

3692. Does that apply to towns as well as to the country?—To towns as well as the country, subject of course to this qualification—that wherever the improvements were the subject matter of contract for valuable consideration that that would displace it. Building contracts and the like would be exceptions from it, because they would be in pursuance of a contract that would provide either that a certain sum of money—say a hundred or a thousand pounds—should be expended on these improvements, or that a house of certain dimensions should be built. In that case we know—especially with reference to the estate that I am connected with—that for building leases terms of 150 years are given. Then there is the provision that a house of certain dimensions is to be built, or a certain sum of money is to be expended on buildings. These are exceptional cases, but with the exception of these, I would suggest that the Act should be made applicable not only to lands in counties, but to towns, and the section should be amended by striking out of it that clause which provides that, when the improvements come to be estimated, the time the tenant enjoyed them should be taken into consideration. I suggest that, for this reason. Who has put them there? Whose capital has put them there? The tenant's capital. Why should he be charged with any interest on that, for any benefit derived from it? I confess I fail to understand why that should be done. To put an example—either of two things would occur upon the determination of a lease, Supposing there was an agreement between the landlord and the tenant in which any improvement to be made was stipulated for by special contract by the landlord either in amount or value, I would give him the benefit of that of course, in the shape of an addition to the annual rent to be imposed at the termination of the lease. But if in addition to these improvements so stipulated for, a large further sum was expended by the tenant I would say that he ought to get the benefit of it. Now I have put the case of his remaining, but if he is disturbed what I would do in this. I would capitalize the whole amount expended on improvements, and I give an example to illustrate this. Suppose a farm was let at £50 a year rent, and suppose the lease contained a covenant that the tenant should expend £200 on substantial and permanent improvements, and that he expended £1,600, and if the landlord meant to increase the rent what I would say is this. The whole £1,600 ought to be

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capitalized at say eighteen years purchase. That is not unfair. Then what would turn out according to my calculation would be this. Assuming that £70 a year was added to the letting value—that is, the letting value which was £50 when the lease was made had become £120 a year by reason of the improvements. I would say then that £70 a year at eighteen years purchase would make £1,260. Out of that I would deduct one-eighth of £1,600, which represents the £200 expended in pursuance of the contract. That would leave the tenant entitled to £1,102 10s. on quitting his holding. Now the 6th section should be amended by enabling the person seeking to register improvements thereunder, to file a schedule in the Land Court, specifying such improvements, and claiming the same as made by himself or his predecessors in title, and also if he shall think fit, specifying the amount of money which shall have been expended on such improvements. Now the 4th, 5th, and 6th sections combined, for they all relate to the permanent improvements, should be amended so as to make their provisions apply to all cases wherein the land, in respect of which the claim for compensation is made, is in the possession of the person by whom, or by whose ancestor, deviser, or testator, such permanent buildings shall have been erected, although such land may at the time when such claim is made, be held under a lease executed after such improvements have been made, unless such lease shall expressly exclude the right to make such claim. There is a case that bears in this point that I had the honour of arguing before the Court of Appeal, the case of "*Holt v. Harborton*." The case was shortly this: Mr. Holt, my client, succeeded his father. His father, at a certain period of the lease he held of several hundred acres of land under Lord Harborton, was in the process of making large and handsome improvements, when Lord Harborton's agent called and saw them. He said, "We must give you a new lease in consideration of the improvements you are making," and accordingly he gave a new lease, not only of that ground but he added some adjoining ground, making altogether somewhere about 500 acres of ground. But the improvements made were of a very valuable and lasting character, and when this Act was passed, the legal advisers of Mr. Holt's son thought he was entitled to get the benefit of the improvements; but on the narrow ground that it was not exactly the same title, although he was occupying the same land and more, the court (and I don't mean to say the court was wrong in this), under the particular words of the Act of Parliament, held themselves bound to reject the claim, and some of the observations made by the learned judges upon the occasion of arguing that case I think form the foundation for a change in the law. The Lord Chancellor and the late respected Chief Baron Pigott, in observing upon this case, showed that the language of the Act was of so doubtful a character in this respect that there was room for argument at all events. I propose then that that should be removed by amended legislation. Now there are several other cases as well as that case, founded on "*Holt and Harborton*," but I need not trouble you with them. They are all contained in that book of Mr. Donnell's. But, coupled with this 6th section, it is necessary for me to call the attention of the Commission to a section that, of all others in this Act, has given rise to the most unhappy litigation—and, in my humble opinion, it contains terms very unjust to occupying tenants—and that is the seventy-first section of the Act. It provides that the Act shall not apply to any holding which is not agricultural or pastoral in its character, or partly agricultural and partly pastoral. Now, some very remarkable decisions have taken place upon this section of the Act, and in respect also to the sixty-fifth section, to which I will now call the attention of the Commissioners. I may tell them, shortly, that it provides that whenever a lease is made, or a letting after the passing of the Act, the tenant shall

have the right of deducting one-half of the county cess. Now, let me call the attention of the Commissioners to what, I think, is a very remarkable decision indeed, made by the court of which Baron Dowse is one of the judges. I may tell the Commissioners, shortly, what the case was. The present Alderman Campbell took a lease of nearly forty statute acres of land—

3693. BARON DOWSE.—We are not sitting here to review the decisions of the Court of Exchequer?—I don't propose to argue the question at all, but to state the facts.

3694. Do you propose to show that the decision was wrong?—No; I will not do that. I merely wanted to show that the Act ought to be amended. I do not arraign or argue the decision here.

3695. CHAIRMAN.—You take it that that is the law?—Certainly, I am assuming that that is the law. The sixty-fifth section of the Act provides that whenever there is a letting, after the passing of the Act, the tenant shall have the right of deducting one-half the county cess.

3696. THE O'CONOR DON.—Unless there was an agreement to the contrary?—Yes, certainly. Alderman Campbell took a lease after the passing of the Act. There were forty statute acres of land in it, and for a year he was allowed to deduct the county cess; but, I suppose, being advised by his counsel, that was afterwards resisted by the landlord, and it came to the Court of Exchequer, which court decided that it was neither agricultural nor pastoral. It was not both, and it was not either.

3697. BARON DOWSE.—The Court of Exchequer decided that it was a villa, and not within the Act of Parliament?—The court decided that the forty acres of land was neither agricultural nor pastoral. That is one of the amendments I would seek. I say, take these words out of the Act altogether, and provide that whenever the annual letting value of the land is increased by improvements which are not unsuitable to the holding, that they should be deemed to be such improvements as should entitle the tenant to compensation. Now, there is another even more remarkable decision.

3698. In point of fact, you would extend the word "holding" in the Land Act to include cases that it does not now?—Quite so. I don't mean at all to attempt to discuss the propriety of the decision.

3699. What was held in this case was that Mr Campbell's holding was a villa, and not a holding within the meaning of the Land Act?—Yes.

3700. It was not a farm with a house on it. I understand you to think that the Land Act should be widened so that the word "holding" should embrace a case like that?—My opinion is whatever value there is in it—that there is no logical distinction between the improvements made in a town and improvements made in the country. I would remove all sympathy between the lawless and the law abiding. I belong to a class who are law-abiding, and I hope that the principles of legislation are never made applicable only to those who are lawless. There is yet another more remarkable decision made on the 65th section of the Act, but still, having a distinct bearing upon that section, and that is the case of Lord Powerscourt and Mitchell. That was a case that went to the last and highest tribunal in this country—the Court of Appeal. It was this. Lord Powerscourt was the owner of an estate in the county Tyrone—Benburb, I think—and believing that his tenants were paying too low rents, and being desirous to increase them, proceeded in this way. He served them all with notices to quit. They were tenants from year to year. He served a large number of them, if not all, with notices to quit, but contemporaneously with that he served them with a notice that it was not his intention to disturb the occupying tenants. Accordingly a number of those tenants, among others Mr. Mitchell, signed this agreement. The result was, that negotiations were entered into between the landlord and these tenants

which resulted in an arbitration and an award. By that award the tenants were declared to be entitled to hold under a thirty-one years lease, but all of them at increased rents, and the whole of this took place after the passing of the Land Act of 1870. In fact it was in the year 1874, or 1875 or 1876. It was contended by Mr. Mitchell that, as his letting was after the passing of the Land Act of 1870, under the 65th section of that Act, he was entitled to deduct the county cess, but the court held that he was not entitled, and upon what appears to me to be a narrow construction. It is in this respect that I suggest an amendment of the Act. "Any person who, under any tenancy whatever, after the passing of this Act becomes the occupier of any premises liable to grand jury cess, and who is liable to pay rent in respect of the same, may deduct from such rent for each £1 of the rent he is liable to pay one-half of the sum he has paid as grand jury cess." The ground on which the court rejected the claim here was that the occupation was not begun under a new tenure.

3701. I believe what they decided was that there should be not only a new tenancy, but a change of occupation?—Yes, a change of occupation.

3702. A new tenant as well as a new tenancy?—Yes.

3703. I think that that was not the intention of the framers of the clause?—So I think, too, and I suggest an amendment in that respect.

3704. Mr. Donnell has made a note that the Court of Appeal by a majority has decided in the case of *Powerscourt v. Mitchell*, that under the section of the Land Act as to county cess there must be not only a new tenancy, but a new occupation. What would you suggest for that?—I would suggest that wherever there was a new letting of any kind after the passing of the Act, and the same person remains occupier, he should be entitled to the deduction.

3705. What would remedy the matter would be to say, "any person who occupies premises liable to county cess"?—Yes. I have been slow to bring under the notice of the Commissioners my own case, but I think it is a very strong one. I became tenant to the late Lord Herbert of Lea of the premises I now hold.

3706. CHAIRMAN.—Is it an agricultural or pastoral holding?—That is the point I am on. In providing for compensation for improvements my proposition—whether it is likely to be carried is another question—is that, wherever the letting value of the land is palpably and materially increased by the expenditure of the money of the tenant, unless it is a contract for valuable consideration, that he ought to get the benefit of it. In the year 1855 I became tenant to the late Lord Herbert of Lea, of 5A. OR. 19r., and they were let to me as land, with the house and premises thereupon, and the lease contained a covenant that I was to expend not less than £200 in substantial and permanent improvements. I confess that I read between the lines of the lease that I was expected to expend more. The terms were that I was to pay £70 a year for a term of fifty years if I expended nothing; but if I expended the £200 at least, to the satisfaction of the landlord or his surveyor, I was to have the place at £50 a year rent. Accordingly I found when I examined the premises, and went to look for an estimate, that to put them into anything like decent condition, I should spend £500, and I did spend £500. I went on then, and on the next estimate I spent £400 more, and finally, but not until I had a conversation with the landlord's agent, to which I shall call attention presently, I spent upwards of £600 more, making on the whole an expenditure of £1,600 on the premises.

3707. The O'CONOR DON.—What was the term of the lease?—Fifty years. Now the building leases on Lord Pembroke's estate are for 150 years. I had a conversation with Mr. Vernon, Lord Pembroke's agent before Lord Pembroke attained his majority. I called on Mr. Vernon when paying my rent and after I had spent £900 on the place. I said that I had spent more than I had intended, and that I would

expect an extension of my term. "Well, Mr. Kelly," he said (Lord Herbert of Lea was dead at this time), "I may tell you that if the trustees had the power they would not exercise it at this stage of the minority. Let me know the improvements you make and I will recommend you at the proper time." When Lord Pembroke attained his age in 1871, I met Mr. Vernon casually at the railway station. Lord Pembroke it was thought was coming over to Ireland at the time, and I said to Mr. Vernon, "I suppose this is the time to apply for an extension of my term?" "I don't know what you mean," said Mr. Vernon. I said, "I don't suppose you forget the conversation we had some time ago on the subject." He said, "You ought to be too much a man of business to think that a conversation of that kind could affect the relations between landlord and tenant. If you wish to have any further communication with me about this matter it must be in writing. Accordingly by that night's post I wrote to him, laying my claim for the extension before Lord Pembroke through him, and adding that he was aware of the circumstances under which the claim was made, but if he would want any further information I would communicate it. A correspondence ensued between me and Mr. Vernon, the result of which was I had the whole thing reduced to print. I will give each of the Commissioners a copy of the correspondence, both sides being fairly put between Mr. Vernon and me. The result of the correspondence was that he wrote "Our views are so divergent that I must refer you to Lord Pembroke." Accordingly I wrote to Lord Pembroke, after waiting for some time, expecting him year after year to come to visit his Irish estates. I waited till the year 1874, when I wrote to Lord Pembroke, as he did not come over in the interval. I called his attention to the correspondence between me and his agent as putting the rights of the parties fairly from each point of view, and I asked his lordship to give me sixty years' term of my own improvements. That is all I asked for, and at the same rent. His lordship's first letter contained the passage, "I have inquired into the circumstances of the case. It is not one for an extension of the term at the same rent." He, however, it was plain, had never read the correspondence between me and his agent, to which I had invited his attention, and, above all, to a declaration made by me before a magistrate, in which I detailed the conversation with his agent, Mr. Vernon, and I stated that on the faith of that I had spent the last £600 on those improvements. I said, "However, though I may have reason to complain of this I pass that by, and I now ask your lordship what extension I would get, and for what increased rent." The correspondence covered some years, and I never got an answer until this year, when I addressed him another letter summarizing the transaction, and you will see the curt letter I got in reply, which is at the last of the printed correspondence. Now I consider, whether rightly or wrongly, that that is a case of very great hardship, even if the fact were not as it is that the £600 for improvements was spent on the faith of the conversation with the agent.

3708. Baron DOWSE.—Independent of that I suppose the improvements were suitable to the place?—Yes, perfectly. They have added largely to the letting value, and that is not contravened by the agent or the landlord.

3709. A man might be improved out of the estate, but these improvements did not amount to that?—No, certainly not. There is not an attempt to combat it, for it is put prominently, that the improvements are suitable to the character of the holding. Within the 70th section of the Land Act I could not seek compensation for I am excluded. I would have applied long since but for the decisions I adverted to under the section, to register my improvements, as being suitable to the character of the holding. I have been hoping that an inquiry would be held into the working of the Land Law, such as the present Commission has been appointed to hold. I think that I

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have now pretty nearly exhausted that portion of my outline, and I would now ask attention to the second point in it. Indeed I think I have exhausted both numbers one and two, and I have next to call the attention of the Commission to what I look upon as a very important feature for their consideration, the wrongs done to tenants by modern legislation. I have selected a few remarkable instances of this. The first is in regard to the Poor Law Act. It will surprise some of the Commissioners to find—

3710. CHAIRMAN.—Is this in connexion with this inquiry?—I would say it is. It is in direct bearing on the case at all events as to liability in respect to poor rates.

Mr. Edward
 Fenlon,

EDWARD FENLON, examined.

3713. Mr. KAVANAGH.—What part of the country do you come from?—The County Kildare.

3714. Do you wish to give any evidence to the Commissioners about the inadequacy of the Land Act, as to preventing undue raising of rents or evictions?—Yes. I have given Sir George Young some of the heads.

3715. Would you state what you have to say about that? Have you some cases to refer to?—I have. As to the inadequacy of the Land Act, so far as that particular point goes, I have had considerable knowledge of different portions of the County Kildare. I reside in the centre of Kildare, and as I said in my statement, I hold three farms of land—one southerly and the other two in the centre, I will now mention three cases that occurred in my own immediate neighbourhood, without giving the names except the Commissioners require them.

3716. We can have the names but not necessarily for publication?—The first is No. 1; I know this property myself perfectly well, and all the surrounding circumstances of the position of the tenant. The rent was £17 a year up to 1878. There was a valuator sent upon the property in 1878, or about 1878, and he put a rent of £33 14s. on it instead of £17.

3717. Mr. SHAW.—Nearly double what it was?—Nearly 100 per cent. In the meantime the valuation of this farm was £26 5s., a valuation including that of the farm-houses for two other holdings from other landlords and the tenant, believing it was a little bit cheap said—"I will give £25 a year for it." The answer was—"I will hear of no bid whatever from you. You must take it at the valuation I put on it, and have no question about it." I know the land, and I know it would be dear enough at £25. "You know," he said to the landlord—"that there is a hill there, and that it takes me four journeys to cart a load of dung up to it." "Make a railway up it," was the reply.

3718. The O'CONOR DON.—In what county is the land situate?—Kildare.

3719. Mr. SHAW.—Had there been a lease up to that?—There had been a lease up to 1878, for twenty-one years.

3720. Then it was on the falling of the lease this occurred?—Yes, on the falling of the lease in 1878. In the case of No. 2, the tenant held forty-seven and a half acres at a rent of £57 10s.—that is about 25s. an acre. I will not be accurate as to the rent. Now the rent of the forty-seven acres odd is £83.

3721. The O'CONOR DON.—What was the valuation?—£56.

3722. Mr. KAVANAGH.—What was the old rent?—£51. The tenant went to the landlord or rather a deputation of three went, but he would hear of no offer from them but they were to take the land at his rent. I know the land well, and I would not take any quantity of it at the rent, and I am working bad land since I was a boy. He said they must take it at £83. He said to this man—"I never put out a man

3711. We have a great deal to inquire into, and a short time to do it in. We are confined to the working of the Land Act in relation to landlord and tenant. What you refer to is rather a matter outside our inquiry?—You will not find me attempting untowardly to press any thing, but what I have to say is very short indeed, and it has a most important bearing on the relation between landlord and tenant.

3712. Baron DOWSE.—What is it?—One point is this, the occupying tenant is at this moment paying income tax on his landlord's poor rate.

(The Commissioners ruled that they could not receive the evidence.)

but one, but I think you will go if you do not pay the rent." No. 3 is a man who holds thirty-eight acres of land and I think this is the worst case of all.

3723. Is this the same property?—Yes, the same. These thirty-eight acres were held at a rent of £50 18s. 9d. The new rent is £78. I said to the tenant "Did you make an offer to the landlord when he asked this exorbitant rent." He said—"He would hear nothing from me. He jumped round me when I spoke to him." The valuation of that farm was £56 10s. All the tenants held under twenty-one years leases which fell in 1878. There is one remarkable thing connected with this property I wish to mention. There was a number four tenant, but he anticipated that there would be something of this kind when the leases expired; and he prepared himself for it, and he took his crops off and took something off the farm before the valuator came. The result was that his rent was only increased by a few shillings. It shows that the improving tenant, and the man who works hard will have to pay for his own improvements. We know that and feel it, and I am an exponent myself for some amendment of the law. Those are four cases that I have to bring before you. They are the only four tenants that were mulcted. There was an enormous increase put on three of them.

3724. Mr. SHAW.—The man that ran down his land got off well?—He did. The increase of rent in the first case was nearly 100 per cent.

3725. Were there new leases given?—New leases were forced on them.

3726. For how many years?—I think twenty-one, but they have not yet taken them up. The landlord has demanded £3 15s. 6d. for the expenses of each. One man told me that he had not paid it, and he said he was not sure that he would. It is only twenty-one years ago since the previous agreement was entered into, which shows it was not an old take. There is a large property in the county that was valued some time ago by a valuator sent down by the landlord. That valuator himself became a bankrupt after getting a farm at his own valuation. That shows what he was as a farmer. Several of the tenants on the property have made personal complaints to me, as they know I represented the feelings of the tenantry. I have never stood on any public platform, and I do not belong to any society or club, but at the same time my sympathies go with my own class. They have complained to me of the enormous increase of the rents put upon them merely because of their own industry. A schoolfellow of my own said to me—"I begged of the valuator not to put too much rent upon me." I know his farm perfectly well. The words of the valuator were—"I am not putting as much upon you as I was desired to do."

3727. Mr. SHAW.—And the increase was carried out?—The increase of £50 on 130 acres of land was carried out. All the man said was—"I must take the land at the valuation. There is no alternative

'but I will try and get, if I can, a thirty-one years' lease.' He was getting a shorter term.

3728. The O'CONOR DON.—Are increases of rent common on that estate?—With regard to that there were very few leases on the estate, but a friend of mine, who had spent a considerable sum of money in building a dwelling-house and out-offices, had a lease, and there were eight or ten years of it to run. He sacrificed that foolishly from a suggestion made to him by the agent, and he has to give an increased rent now for twenty-one years, simply because he was afraid to let the eight years run out. I said to him that he was a fool.

3729. Mr. SHAW.—How long is that since?—Two or three years ago. It was at the time of the *furor* against the landlord, and the way he was acting. Having said that much about outsiders, I have no hesitation in speaking with regard to myself, and at the same time I will not come down heavy on my landlords. I was born on one of my three farms, but I left it and went to live on another, although I am farming the first the same as I was when I was a boy. I came from it here yesterday. The rent of it formerly was 27s. 6d. an acre. It is middling fair land, and it required great working. I have an old lease for lives, but I came to terms with my landlord, and I gave him a considerable increase. The times were good then. We could get £1 a barrel for barley, and the prices for all produce were good.

3732. Mr. SHAW.—Was that increase upon the present lease?—The old one is in existence still. I made a fool of myself in the matter. I made an increase, which amounts to 66½ per cent. over Griffith's valuation for thirty-one years' lease, and I was satisfied then that I could pay that, and I could have paid it easier in 1874, when I took it, than I could pay 30s. now. The rent now is 35s. They refused to take the increase of 60½ per cent. in the first instance, and I said I would give no more, but in order to test whether Mr. Thomas was willing to renew my lease I would submit the matter to arbitration. I said, "I will name on the spot a gentleman who is not alone a farmer but a landlord as well, and let Captain Thomas name another, and if those two gentleman put more rent on me than I think I am able to pay I will hand up the farm, and let him pay me for improvements." In six months afterwards I was told I might have the farm. I understood then that I would have half the county rates, but I was told I would have to give an increased rent or pay the county cess. I had no alternative. There was no writing on the matter at the time. The agent said it was a matter of form, and that the amount was only about £3 a year. I said, "If I must do it I might as well do it at once gracefully." To my great surprise, when the lease was drafted and sent to me, I read it attentively, I found this, and objected to it—that any farmyard manure or straw on the land at the expiration of the lease should belong to the landlord. As the landlord was not there, I told the agent that he could have nothing to do with those things that had been produced by me. When the lease was tendered to me afterwards I found that I would be shut out from the benefit of any improvements, buildings or otherwise.

3733. Baron DOWSE.—What was the length of the lease?—Thirty-one years. By it I was to claim nothing under the Land Act of 1870 for any improvements I had made, was making, or intended to make. I called the landlord's attention as to what I intended to do. Formerly the dwelling-house was slated and the out-offices thatched, and I improved them, and the land required to be drained and put in proper condition. I was after building a house, fifty feet long, that cost me £100. It was a barn and stable. I had an interview with the landlord before he went to India. I told him I had no notion of signing the lease, and I refused to sign it. However, it was registered, although I point blank refused it, and have not signed it. He said, quite coolly, "You have got the Land Act, and I don't see what interest I have in it." I

told him that you have put a clause in the lease that shuts me out from the Land Act. I put him in a corner there. Sept. 8, 1880.
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3734. What did he say to that?—Not a word. He had not a word to reply. I pitied him. I said to him, "You have seen the house I have built already. I am going to build another. Go down and look at what is built, and go and look at what I am going to do. Say are these required, and if you do not approve of them let me know by post." He never replied to me, and I never heard from him.

3735. The O'CONOR DON.—Are you paying rent under the old lease?—No.

3736. Baron DOWSE.—Did you take a lease from him? I did not sign it nor would not take it.

3737. You need not sign it, except for the covenants. Have you got it?—No, I left it in the agent's office.

3738. Then you are a tenant from year to year?—But my old lease is in existence, and unfortunately I am paying £15 a year of an increased rent. I got a fox cover in, and I offered £7 a year for it. It was offered to others, but as it is in the centre of my farm, I took it sooner than have trespassers running on my land. I said I would give £7 a year for it the same as I was giving for the rest of the land at that time. It is not worth anything.

3739. Mr. SHAW.—I suppose it is a waste piece of ground?—It is growing furze ever since I got it. It was planted forty years ago out of a fox cover. There are four acres in it. So long as the trees remain young, it is not so bad, but when they grow up the furze appears, and it is hard to keep it down. This is all on the one property. I am sorry to be obliged to bring my own case before the Commissioners, but this is a glaring case, and I have remonstrated with the agent about it, and said that I would not give the increased rent that he was demanding of 100 per cent. over the valuation. I am paying nearly that. He demanded £2 an acre for what I had for 27s. 6d.

3740. The O'CONOR DON.—What was the duration of the old lease?—Three lives or thirty-one years. One life is still in existence.

3741. Has the term of years expired?—Long since. I am in the dilemma that I am improving the property, and as Baron Dowse says, I may be only a tenant from year to year.

3742. Baron DOWSE.—If you have accepted the new lease it would amount to a surrender of the old one?—I did give a written surrender to the attorney's clerk.

3743. That was on condition of your getting your new lease. Your position is not a pleasant one, and it would be a question for a jury whether you had not accepted the new lease. At all events, you are a tenant under the increased rent?—I may tell you that a gentleman in the milling trade for amusement, I suppose, went and gave entirely too much for a farm adjoining mine, and I said to myself that I will be served in this way, that I will have to give a higher rent. I came to the conclusion that if I did not give the full value, without leaving me any interest in it, in fact, I would not get it. Only for the fact of destroying peoples' interests in that way by inserting the clauses in the leases, I could make the land pay better by highly manuring it. I carry out the green crop system on my farm, and I feed from £300 to £400 worth of cattle and sheep annually upon the land, and I apply all the manure I can collect on the land. I buy hay and straw, for I have not enough myself. Some people say that it is only the cottiers that cry out against the present system, but that is not the case. I myself can manage 160 acres out of my own pocket, without troubling the banks, but I think it is a hard case that we have to pay at the end of twenty-one years or thirty-one years, the increased value of the land, that we ourselves have accumulated there by hard work and industry.

3744. Is raising of rents common in that part of the country?—I will illustrate it by saying that the

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whole of the rents in the north and south of Kildare, were raised on one property, and there was another gentleman in my neighbourhood who raised them, but he gave fifty-one years' leases. He put the increase on the tenants five or six years ago, but he gave the equivalent.

3745. Some people say a tenant need not give the increased rent unless he likes. Has he any option?—Is it to give the increase.

3746. Yes?—None whatever, if there is no lease. If the valuator is sent on the land there is no option. There was no option in the cases I pointed out.

3747. Why is there no option?—Of course he may walk out of the land, but what is he to do then.

3748. Mr. SHAW.—You would be in favour of arbitration in the fixing of rents?—That is what I offered to my own landlord; and if there was a court of arbitration established there would not be so many disputes and contentions in the country, for this reason, that landlords would not look for too much, and an obstinate tenant would not get the land at too low a rent. I would go in as far as possible to leaving the matter between the landlord and tenant themselves to be settled, where they are reasonable and rational, but where there is an obstinate landlord or an obstinate tenant, I would leave them to a court of arbitration.

3749. Baron DOWSE.—If the landlord and tenant agreed there would be no need for arbitration?—No; when a valuator is sent on a property, in the first instance, he may not be a judge of the land, and in the next place he may be told to do a certain thing, and he will put a rent on the tenants that they cannot pay. The result will be, that they will be for ever beggars, and will never be worth £100.

3750. Mr. SHAW.—That is owing to the increase of rent?—Yes; and the way they are disheartened.

3751. Baron DOWSE.—Did you ever hear of a case where a valuator was sent on an estate, the landlord having given him directions to put a certain price on the land, because I have heard of a case of that kind?—I have mentioned a case here where the valuator said, "I have not put as much on as I was told to do."

3752. Did you ever hear of the northern tenant-right?—I did, from time to time.

3753. Now, supposing whether it is northern tenant-right, or southern tenant-right, or whatever name you call it—if a tenant is allowed to hold his land at a fair rent, and to sell it with a power of free sale, giving the landlord a reasonable objection to any person to whom it is sold, and to hold the land as long as he chooses, and not to lose it unless he refuses to pay his rent, would that be a fair settlement?—I will answer by giving my views in this way. I have never hesitated in the presence of nearly all the landlords of Kildare, to tell them that I would remove from them the arbitrary power they are possessed of of evicting a tenant or increasing the rent at their will and pleasure. Then, as I said before, if any difficulty arises between them, I would have the matter settled by arbitration; but so long as the tenant paid the fair letting value, I would say the "Live and let live" value, and I would take the power out of the hands of the landlord of putting him out except for good and valid reasons. I would give the landlords discretion not to allow the land to be injured by the tenant; but where a good, willing, and industrious tenant is in possession, himself and forefathers, perhaps, for generations, I would not have him disturbed, and you will never see the country contented until we are secured in our homes, without being subject to any capricious evictions hanging over our heads. I will never be content, for my part, and I am about as moderate a man as any body else.

3754. Mr. SHAW.—You speak your own feelings and from experience?—I do; and I never spoke from a public platform in my life.

3755. Baron DOWSE.—Do you speak for many others?—I represent the feelings of the vast majority of the farmers of Kildare, Wicklow, Carlow, and Queen's County, holding from 25 to 500 acres. The

feeling has extended to Scotchmen, too. One who farms land in three counties told me lately the tenant had the same right to sell his farm as anything else he possessed; but, the other day, he said—"Pay your rent, and when the lease is out, walk out." I pay £250 a year rent for 156 acres of land. I would be satisfied to pay my rent if I got permanent security that, so long as I or my successor—my child—and, to go further on, his children after him—paid the rent, and if I was sure that it would be left in that state that, if any dispute should arise between the landlord and tenant, it would be settled by arbitrators, if they could not settle themselves.

3755A. Does the tenant make the improvements in Kildare?—All; one landlord built some out-offices and drained, charging per-centage.

3756. If the landlord made the improvements, do you think he should get compensation?—Yes, undoubtedly.

3757. Would that be by giving a higher rent?—Yes; that would be fair.

3758. And, so long as the tenant made the improvements, you say he should be allowed to remain in possession?—Certainly. There are a good many farm-houses built with money borrowed under the Board of Works, at 5 per cent. I cannot see why, after that being paid off by the tenant, he should have to pay an increased rent for his improvement. I borrowed £300 from the Board of Works for the erection of a dwelling-house; but the house cost me £600. I am paying £15 a year to the Board, separately altogether from my rent, and will pay it off in thirty-five years; and I don't see what right the landlord should have, at any time, to have what I expended and paid the interest on.

3759. Mr. SHAW.—This want of security, to your knowledge, causes dissatisfaction?—That is the secret of it.

3760. And it has the effect of preventing improvements?—Yes. There is another case on the same property, on which I live, that I might mention. These people are already grown old after spending a life in hard work upon the farm. There was 10s. an acre put upon them, some time ago, beyond the old rent, and it is 10s. too much.

3761. Mr. KAVANAGH.—Is that on the property of which you were speaking before?—It is.

3762. Mr. SHAW.—And they had no option but to pay it?—They had no option.

3763. Would you be disposed to purchase your own land, under the Land Clauses, if it was in the market?—I hold 100 acres of land, portion of an estate which was sold some years ago. The owner put one of my farms, along with another farm, as a lot, and I called on him, at his request, at his agent's office, in Dawson-street. He asked me would I tender for my farms. The times were better then than they have been since, and I had something to spare then that has gone away since. I tendered 23 years' purchase for my two farms, and I was then most anxious to become my own landlord, and would be so still—that is, as a sort of security for my tenure. The estate was sold in bulk at 22½ years' purchase.

3764. That security would satisfy you?—Permanent security would thoroughly satisfy me on the lines I laid down that the landlord would not have the power of raising the rent unduly, or of evicting me. I offered twenty-three years' purchase for my holding, but the whole property was sold together for twenty-two and a half years' purchase, which I do not complain of, as no doubt if my farm was taken out of the estate it might be unpleasant for the parties. I did not complain of that at the time, although I certainly was treated badly by the buildings of my own being registered on the farm schedule. I was informed that I could have knocked up the thing at the time, but I did not do so.

3765. What rent do you pay upon the land you hold from that landlord?—Thirty-five shillings an acre, it is 66½ per cent. over Griffith's valuation, and from my experience of other properties I say the rents

on that estate are far in excess of any land I know. Griffith's valuation would be quite a sufficient rent for the land on that property, but he wanted to put 100 per cent. upon me over Griffith's valuation. I am paying 66½, and I got an old fox covert in it, for which I have to pay as much as I am paying for the best land I have.

3766. You are not living on the property you spoke of first?—I am happy to say I am not. I would not live on the property of any man that would tyrannise over me. I wish to mention that after I got married, some years ago, the agent came to congratulate me and told me he would give me a new lease, but when he tendered it to me he wanted to increase the rent. I refused to pay it. I told him "You are aware of the money I have expended on that land, and I won't pay a shilling increase—sooner than do it I will hand you up your land." The rent was £147 a year for 100 acres. I gave him £3 more to make it the even number, £150, and I gave him £70 in cash, which I now regret.

3767. Did he agree to the terms you proposed?—Certainly—he gave me a new lease for fifteen years, but against that fifteen, I had six years at the time still to run of the old lease.

3768. You are now working on the fifteen years lease?—Yes, I have only four years of it now unexpired. He told me he would give me twice as long if he had the power. But I would not give any landlord the power of increasing rents in that way. As I said before, I am in the habit, from time to time, of meeting numbers of gentlemen, and nearly every landlord in Kildare, and I never hesitated to tell them my views. I seldom found them to dissent much from them, but the reply would be "Did you ever know of a landlord wishing to get rid of a good tenant?" That is only glossing over the matter, for at the same time the landlord will exercise the power of saddling the good tenant with an increased rent if he can.

3769. That after all is only human nature?—I want to correct it if I can.

3770. You want to improve human nature a little?—Yes. I may mention a matter by way of illustration. I have grown very good crops from time to time; in fact no man worked harder than I did in my youth. I was on one occasion standing at the inside of a ditch, and a lady and gentleman, both of whom were landlords, passed the place where I was standing. There was a fine hedge between us, so that they could not see me; in fact I was in the nature of an eavesdropper. One of those persons was my own landlady. I had been after erecting thirty-six feet of a fine shed, which could be seen from the road. The gentleman pointed to the shed and said to her "That is a fine shed; these are very good tenants of yours here. Go where I will I don't see better farming than in this neighbourhood." "Oh," she replied "the land is very good." She put it all down to the land being good; the fact being that the land originally was poor land, and whatever goodness it has is due to the industry of the tenant. I remember a gentleman, he has since that time gone out of existence, so that I am not sure whether it would be right to mention his name, who was buying an acre of turnips from a neighbour of mine. The man asked him £20 for the acre of turnips. "I wonder" said the gentleman "if the farmer can get £20 for the crop of one acre how much ought I to charge for the rent of the land? If you get £20 for the produce of an acre you ought to give your landlord a quarter of it in the shape of rent." That was his notion; but that land was dear enough at £3 an acre. I have had to pay £21 myself for an acre of turnips; and it does not follow, as is supposed by some landlords, that where one gets so much for a crop of turnips, corn, or other produce, that that is due to the land. It is no such thing. I always expend from £2 to £3 an acre in artificial manure upon the land, besides farm yard manure, when I want to raise green crops from it, and sometimes after all they may fail on me. The cost of solid stable or cow manure would be £12 to £14 an acre in addition to working expenses.

3771. CHAIRMAN.—You use both artificial and farm-

yard manures?—Yes. I always put from £2 to £3 worth of bone manure or superphosphate, besides farm-yard manure, and I never sell a load of turnips, nor a load of hay or straw. I use it all on the farm. Now I say that men of my class, working hard, up early and late, expending our money, and giving employment in the country, it is very hard to be told by our landlord at the end of twenty-one years hard toil—your land is improved in value—you must be saddled with an increased rent or leave it. That is very hard, for I may tell you gentlemen, that, as a rule, we have very little confidence in the working of the Land Courts.

3772. Do you think that the fact of the tenant having to give up his farm or pay an increased rent at the close of his lease has a tendency to induce him to let his land run down towards the end of his term?—That would be his natural disposition, but it would not be wise for him to do it. What a tenant mostly does is to seek for a renewal previous to his lease expiring. But the great object the tenants have is to have security that at the expiration of their term their improvements won't be saddled with an increase of rent.

3773. Do you think the valuation of what we called "tillage" in the Land Act, and unexhausted manures is not sufficiently definite to give the tenant security? I am incapable of giving an opinion upon that. I never studied the Act, but from the reports I have seen of decisions in the County Courts I am of opinion it is seldom that the tenant gets what is a fair compensation for improvements.

3774. Is it a difficult thing for any valuator to get a fair value upon tillages and artificial manures?—It is a difficult thing, for it is just the same as a valuator that did not know anything about the quality of land coming in to value land. I say the valuator should have a knowledge of the land, for some land will have a good appearance, but on testing it afterwards you will be sadly disappointed. There was a grazier near me—he was too extensive a man to call himself a farmer, he called himself a grazier—he had a splendid farm of land but on his death his widow could not manage it, and his executors adopted the very objectionable course of letting it by auction. People took it at a fabulous rent, and the result was they lost their money, and that land is let now at half what it was let for four years ago. It was let four years ago at £6 an acre, it is let now at £3 5s. That land is in Kildare.

3775. Baron DOWSE.—I had a land claim before me as judge at the assizes, where I found that the tenant before he died made a will in which he directed his executors to rack the land and take as much out of it as they could, for the purpose of injuring the landlord. You would not think that a fair thing to do?—No; that was not right.

3776. Do you think the judge who tried that case was right in taking that into account when estimating the compensation he gave?—Certainly.

3776A. It was proved in that case that sever white crops were taken out of the land in succession?—That was bad farming; but tenants of the class I represent don't go in for that sort of thing.

3777. There are bad tenants as well as bad landlords?—Certainly. I said before the Board of Guardians that I was no advocate for the idle, the lazy, or the sluggard, but that I spoke on behalf of the hard working and industrious tenant. I know well what the feeling of the people is; what they want is security; they don't want anything unfair; they want only to get the land at its fair value. Wherever an old lease would fall in, and that the land was evidently cheap, there would be no hesitation on the part of the tenant to pay an additional rent.

3778. You say the general desire of the people is to act honestly and fairly?—Undoubtedly. I may observe that though of course it is absolutely necessary that the tenant should have a right of free sale, that is a right that would very rarely be exercised, for the tenants, as a rule, want to live upon their holdings

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and not to sell them. It is only in exceptional cases they would want to part with their holdings.

3779. Would you think it right that the landlord should have the power to call upon a tenant to sell and go away, in the case where the tenant was a bad one?—Well, there might be a question whether the landlord had a prejudice against the man. But if the tenant was insolvent or negligent, deteriorating his farm, I would certainly say in that case that he ought to be obliged to sell to some one who would manage it properly.

3780. Or if he was a bad man, setting a bad example to the neighbourhood by his character?—I would have no objection to see such persons emigrating. But I am afraid that to give such a power would create a strong feeling that it was only landlordism under a mask. I know a case where a small farmer who had eight acres of land—he had two sons who were in my employment—it was poor land, and the man was very poor and not able to pay his rent. The landlord got a decree for possession, and the sheriff came to execute it. The sheriff was more humane than the landlord, as he asked the man, “Have you no way of paying the rent?” “Oh,” said the landlord, “I want to get the place.” “Excuse me,” said the sheriff, and turning to the man, he said, “Have not you two fields of barley?”

“Yes,” said the man, “but they are not cut.” “Have you no neighbour,” said the sheriff, “who would buy them and give you the money to pay the rent?” The result of the sheriff’s suggestion was, that the man whom he was after vilifying and slandering came forward, enabled the man to pay his rent, and took the produce in lieu of it.

3781. Mr. KAVANAGH.—I gather from your evidence that you don’t object to a landlord raising his rent where an old lease falls out?—No; if the circumstances justified it.

3782. In the case you first mentioned, was that the case of an old lease?—No; it is a twenty-one years’ lease, and the times were better then than now.

3783. I observe that in all the cases you have mentioned, the rents were below Griffith’s valuation?—Yes, in two of the cases. But I should observe that the tenants had made all the improvements in the way of buildings; in one case, to my own knowledge, the tenant had erected a good sized feeding house within the last four years, and in the valuation of those farms the buildings which the tenants had put up increased the valuation.

[The Commissioners adjourned till the following morning.]

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EIGHTH DAY—THURSDAY, 9TH SEPTEMBER, 1880.

Present:—The Right Hon. the EARL of BESSBOROUGH, Chairman; Right Hon. BARON DOWSE, The O’CONOR DON, ARTHUR MACMORROUGH KAVANAGH, Esq., D.L.; WILLIAM SHAW, Esq., M.P.

Mr. Alexander
Kirkpatrick.

Mr. ALEXANDER KIRKPATRICK, Coolmine House, Clonsilla, examined.

3784. CHAIRMAN.—I have not any notes as to your evidence; perhaps you would be kind enough to mention any points that you desire to call attention to?—I am agent to Lord Portarlington, and he wished that I should call here. That is the reason I am here.

3785. How long have you been land agent?—It is thirty-one years since I commenced to be agent.

3786. To Lord Portarlington?—No. I was thirteen years with Stewarts and Kincaid. I am just eighteen years with Lord Portarlington.

3787. Do you hold any other agencies besides his?—Yes, I am agent to Mrs. Fletcher, an English lady, for about five years, and to Mr. Barlow, the Fellow of College, for about fifteen years.

3788. In what counties are Lord Portarlington’s estates?—In Queen’s County and Tipperary.

3789. And the other two properties?—In Kildare, Tipperary, and King’s County.

3790. These agencies have led you no doubt into a good deal of consideration of the Land Act?—Yes. The principal thing I have to say is, that during the thirty-one years since I commenced up to the present moment, I have only been present at, or in fact, this moment I could say known of, only two evictions so called. The first was in 1850 or 1851. It was simply a friendly sort of thing, whereby some houses out at Raheny were “tumbled” as it is called; but they were tumbled by the occupiers of the houses themselves, quite cheerfully and pleasantly. They were paid for throwing them down, and there was no bad feeling about it whatever. I only carried out one eviction on Lord Portarlington’s property in eighteen years, and that was not to eject a tenant. The tenant died, and the goodwill of the place was being sold. His brother lived in the house; he had him there as a sort of visitor, and he said, “I won’t be tenant, but I will stay here.” Of course he had to be ejected. That could hardly be called an eviction.

3791. It was an eviction for the sake of the family?—Well indeed it was, for the family got money from another person for their goodwill, and they went to America. This man was only a visitor in his

brother’s house. I really think he ate up his substance, and the poor old man died in poverty. Lord Portarlington allowed his family to sell their goodwill. This man was neither willing to go nor stay, an idle good-for-nothing sort of man. The sheriff and police had to be brought. He was not present, but his things were laid outside.

3792. Baron DOWSE.—He was not a tenant at all?—He was not a tenant at all.

3793. CHAIRMAN.—Is a sale of the goodwill allowed as a general rule upon Lord Portarlington’s estate?—It is allowed now as a general rule. It has crept in in the south, and in other places. Landlords did not know of its existence, as far as I am aware, perhaps ten years ago, but now Lord Portarlington is quite willing to grant tenant-right, or sale of the goodwill. He never hindered it, but it was I told him first that it existed, for he did not think it existed ten years ago.

3794. These sales were carried on between the tenants themselves, without the knowledge of the landlord?—Well scarcely. Perhaps they were before I became agent. I don’t think he knew anything about them.

3795. Do you think they were winked at by the bailiffs?—They were certainly winked at by the bailiffs.

3796. So that in fact there was an indirect allowance of such sales?—There was. I told Lord Portarlington about it. He made the remark, perhaps ten years ago. “There is no tenant-right on my property,” and I said, “There is whether you heard of it or not. Undoubtedly it has been going on, and it is very greatly for your advantage. A bad tenant who would be a burden to you gets something from a good tenant for going. In every case these bad tenants have been replaced by excellent tenants, the outgoing people are no burden to you, everybody is satisfied, and your property is greatly benefited.”

3797. Is that a sale of the goodwill such as corresponds to the Ulster tenant-right custom, or are there any restrictions?—There are restrictions. The first time I heard of it, which was immediately after I came, I said, “Any tenant on the property must get the preference, and I must know who it is that is coming in.” It has never been allowed indiscriminately

without my being informed as agent who was going to purchase, but in a great many cases people who were not tenants before became purchasers with my sanction. And it always worked very well.

3798. At what time was that system of allowing the sale of tenant-right introduced?—I never hindered it from the time when I became agent in 1862. There was a case immediately after my coming in in January, 1863, whereby I got rid of a worthless man and got an excellent man on the property.

3799. Then it was not specially introduced in consequence of the Land Act?—No.

3800. Do you think that the fact of that system having existed prevented any great number of cases arising under the Land Act on any of its clauses?—Well, as a matter of fact I have not heard the Land Act mentioned on the property in any way since I went there.

3801. Do you think that it may have prevented cases arising?—There was no case under the Land Act at sessions or at the assizes. The Land Act has has not been mentioned really. It prevented, no doubt, cases arising.

3802. Do you think that it prevents differences with landlords and consequent litigation?—Undoubtedly it does.

3803. And has a good effect upon the relations of landlord and tenant?—Why the relation between landlord and tenant could not possibly be better. And also, which I suppose is the main point, during all that time, I have scarcely been cognisant of any money—anything worth while—being lost to the landlord and the landlord has always had good tenants instead of bad ones. Every change was for the better.

3804. Did Lord Fortarlington make improvements or contribute towards them?—He contributes towards them.

3805. Does he charge interest on the money?—No, except where he borrows it from the Board of Works, he borrowed money from the Board of Works and built a whole farm-house and offices in one case. The tenant asked him to do it, and he agreed to pay the interest, and it was added to his rent in his lease. But he has done so of his own free will, charging the tenant I think only quarter of the interest which he voluntarily incurred with the Board of Works.

3806. Baron DOWSE.—Whatever he did charge was added to the rent?—Generally, but there have been cases—there is a case in which he did not add it to the rent.

3807. But whenever there is any sum paid to him at all it is added to the rent?—Yes.

3808. CHAIRMAN.—It is not paid as interest upon an advance?—No, there was a new lease made for thirty-five years, and the interest was embodied in the rent.

3809. Mr. KAVANAGH.—Does he charge to the tenant the whole amount that the Board of Works charges him? Do you understand my question?—I do.

3810. The Board of Works charges so much annually, which is made up of a sinking fund and interest?—In the case of one tenant he had a lease. He was a large tenant, the largest on the property. He paid £200 a year or something over. The tenant said, "I have no house or farm building. Will you borrow the money from the Board of Works, and I will pay the interest added to the rent?"—In that case he did.

3811. The interest; but did he charge the sinking fund as well?—He did, he charged 5 per cent.; the tenant asked him to do it.

3812. At the end of the time, when the Board of Works claim dropped, that amount would drop from the tenant, too, would cease—would it not?—The tenant's lease will cease then. The lease made at that time, when the interest was added, was made about ten years ago, so that it will not drop for twenty-five years to come. I cannot tell what will happen then.

3813. CHAIRMAN.—The tenant will, in fact, have paid the capital by that time?—He will have paid all.

3814. In the way of increase of rent?—Yes.

3815. Then to a certain extent the improvements will have been made by the tenant?—The improvements will be made entirely by the tenant. It was the tenant that chose the plan. He was an elderly man, a man who made a great deal by farming, a justice of the peace, and he got everything done as he pleased. He said, "I understand stall-feeding better than you do, and I understand what I want." He was old enough to be my father, and I only said, "I suppose you do." I don't think he did in the latter end.

3816. Do you consider that in any case of readjustment of rent the tenant ought to have credit for the improvements effected under that loan?—Nothing can happen under that lease for twenty-five years to come. The tenant will have paid every farthing of the loan then.

3817. I only want to know is it your view that when a new rent is settled, when the amount of the loan, the capital of the loan, has been paid off, that the fact of the tenants having found the capital ought to be taken into consideration in fixing the new rent?—Well, the actual rent that the tenant paid at that time, ten years ago, had been settled many years before, when prices were less than they were ten years ago. His rent was not increased except by what he voluntarily wished—the money that was lent by the Board of Works. I cannot tell what the scale of prices will be in twenty-five years to come.

3818. I mean in any valuation that may be founded on the scale of prices at that time, or upon a new general valuation of Ireland, in fixing the rent do you think that the tenant ought to get credit for these improvements as his own; and supposing you were dealing with the case yourself would you consider that the tenant whose money made the improvements was entitled to credit for them?—If I lived when this lease expired I would consider that the tenant ought not to be charged with these improvements. I cannot say that I have ever charged a man with his improvements.

3819. Mr. KAVANAGH.—That is, if at the end of the twenty-five years you were living, and had to deal with the case, you would not consider yourself justified in raising the rent in respect of the improvements, although on other conditions you might?—According to my present opinion I would not, for the increase has been considerable. He is paying upwards of £50 increase.

3820. Mr. SHAW.—Is it a large farm?—It is a large farm. He pays now, I think, about £250 a year.

3821. He can afford to do that from the improvements he has made?—Oh, he can.

3822. Mr. KAVANAGH.—Would you mind saying what amount of rent do you collect in the year, in or about?—Well, the shortest way I could say it is, I made a return for income tax on £600 a year.

3823. That is income tax on what you collected?—That is income tax on my commission. I remember that because I sent it in lately, but I could not tell you this moment what I collect.

3824. You said that in your experience you had only known of two evictions?—That is all.

3825. Baron DOWSE.—And neither of them were really evictions at all?—Neither of them.

3826. Mr. KAVANAGH.—Then your evidence is that within your experience you don't know of any eviction?—Not practically. Mr. Kincaid sent me out to see the thing done with the bailiff—to get rid of some cabins in Raheny. The people went out quite peaceably and cheerfully. That was the second time I was ever on the ground with a sheriff.

3827. You, doubtless, watched all the reports in the newspapers during the last summer of what happened in the House of Commons, and the tremendous number of evictions that were stated to have taken place in Ireland?—I did not watch them, but I heard of them.

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3828. Is it not the fact that many of those evictions so-called on the part of the landlords, might have taken place at the suit of other creditors?—I think so.

3829. Baron Dowse.—Ejectments might take place to recover possession of a tenancy from year to year, not brought by the landlord at all; is not that so?—Yes.

3830. For instance, any ordinary creditor might obtain a judgment in the superior courts for his debt against the tenant; he then might issue a *fi. fa.* to the sheriff, who would sell the tenant's interest in the tenancy from year to year, and then the man who was the sheriff's assignee, might bring an ejectment to recover possession of the tenancy from year to year; is not that so?—Yes. People talk about ejectment and eviction—eviction is only a new word, I seldom heard of it; but I heard of a person having plenty of ejectments—four or five ejectments for the assizes; but then would never proceed to eviction.

3831. The sheriff can only sell a tenancy from year to year, he cannot sell a freehold?—But cannot he sell a lease.

3832. If it is a chattel lease he can, a lease for years?—There was a case two years ago, where one of Lord Portarlington's tenants was sold up in that way.

3833. Mr. KAVANAGH.—The object of my question was to show, as to these returns presented to Parliament stating that many evictions took place in Ireland, that they were not necessarily all at the suit of the landlords?—No, my idea was that they were simply the number of ejectments before the barrister, but nine-tenths of these ejectments are ordinarily settled. I have had ejectments, but they did not come to evictions. If you don't serve people with notices sometimes they will do nothing.

3834. Baron Dowse.—In ordinary language the word ejectment is used to represent the preliminary proceedings in court, and the word eviction to denote the act of taking possession?—Yes, precisely.

3835. Mr. KAVANAGH.—Have you many large graziers on the properties which you manage—grazing farms?—No. The Queen's county is not a grazing county. In Tipperary the farms are not large.

3836. Do you think, in the cases of large grazing farms, purely let for grazing, that it would be just to extend tenant-right to those farms, I should say, upon which a man does not live?—I am not good at theory. I have devoted myself entirely to my own business, and I have not thought of other people's business. I have only one large grazing tenant, and he has improved his place very well. He ought to get every consideration that he could get.

3837. Is he resident?—He does not reside on the farm.

3838. Baron Dowse.—Do you think it would be fair to take the farm from him without giving him some consideration?—I do think it would be very unfair.

3839. Because he has improved it?—Yes.

3840. Mr. KAVANAGH.—What do you call his improvements?—He has tilled a portion of it, and it is manifestly better than the land all about it.

3841. Baron Dowse.—Did he put any soil on it?—He has put manure into it.

3842. Mr. SHAW.—And has made it a richer farm every year by his money?—Yes; he has a lease now. His lease would have run out by this time, and he asked for a new lease; he feared an increase of rent, I advised his landlord to agree to it. The landlord rather unwillingly assented. If he had delayed till now I don't think he would have got any increase. He got £80 increase.

3843. Mr. KAVANAGH.—Over all the properties do you find any want of confidence on the part of the tenants, or any dread that their rents will be raised on account of the improvements they have made?—I have not found any dread. I have urged upon a tenant to take a lease; I said, "Life is short and you know your landlord has no son. You have

improved your place. If a stranger was to come in he would very likely say, 'you are paying twenty guineas for this land; you ought to pay £30.' Therefore, you ought to take a lease." He rejected the lease at the time, but he accepted it in two or three years afterwards.

3844. Baron Dowse.—Therefore you think that unless he had a lease he might reasonably think he would not be so secure as he otherwise would be if he had a lease?—Certainly.

3845. If he had a tenancy from year to year, and things would remain as they are, you would consider that he was all right?—Yes.

3846. But it was to provide against future contingencies?—If the property was sold anybody who came in might say "your place is too cheap." It was very tidy and well minded, far better than any around it, and there was nothing to prevent his rent being raised, and his improvements charged against himself.

3847. CHAIRMAN.—After reconsideration he came and asked for the lease?—After reconsideration he came and asked for the lease. He was paying 20 guineas then, and I said "that rent was fixed a long time ago. You are not paying the full valuation. Will you have a lease for thirty-one years at £24 a year?"—"Yes, I will; thank you," he said. He took the lease at £24. I am bound to say that in a very short time he began to fret and said "I am fretting about that lease." I represented it to his landlord, and his landlord was so good as to say "don't have the poor man fretting. By all means let him pay only his twenty guineas. Why should that fret him? Let him have the land at what he paid before."

3848. Was that at a time of bad seasons and bad farming prospects?—Yes. It was last year.

3849. Baron Dowse.—Lord Portarlington is a considerate and kind landlord, I believe?—Very—I was going to say I never met his equal.

3850. And I was going to add, but I won't ask you to answer it, he has a very good agent?—I don't know that.

3851. You know the north of Ireland?—I was there once and the impression it made upon me was that I would never like to go there again.

3852. How was that?—I don't know. I was dealing with tenants in the county Armagh and I wished myself out of it.

3853. Was it that they were too independent?—They had an entirely different way of talking from the southerners.

3854. They mean what they say, I believe, generally?—Then you don't know much about the system of tenant-right prevailing there?—No.

3855. I suppose the system of tenant-right prevailing on Lord Portarlington's estates is very like it?—It is getting very like it.

3856. To be secure as long as they pay a reasonable rent, and to have the right of selling their tenant-right?—But I must say that when I went there first I remember in the first instance in which they were carrying on a sale, I said "no you won't buy and sell Lord Portarlington's property in his own office. Go out on the road and make your bargain and when you have made it come in and tell me."

3857. You find it works well to let the tenant sell his interest?—Indeed I do find it works well. I have heard of people and have known them who were most anxious to prevent the slightest degree of tenant-right creeping in on their property, and I think they were very wrong.

3858. CHAIRMAN.—Have you had any ejectments for non-payment of rent?—Oh, I have had ejectments for non-payment of rent—that is, I have sent notice to the solicitor to serve ejectments for non-payment of rent but then they would be all settled.

3859. Within these last three years have you had any?—I had. My practice was that I gave the people up to the 1st of December to pay the March rents, there having been always a hanging half-year

on the property. Then if they did not pay them by the first Friday in December, I would send their names to the solicitor to serve ejectment processes for the January sessions.

3860. Mr. SHAW.—That is, except they came in, I suppose, and gave you good reasons?—In every case they came in and gave me good reasons, and paid up, and in no case did it proceed to going with the sheriff.

3861. Did that put costs on them?—It did put costs on them. It would put 8s. or 10s. costs on them.

3862. Did you serve them with any notice to pay before you served the ejectments?—It was only because I was sick of doing so that I had the ejectments served.

3863. You did not just serve them with the ejectments slap off without notice?—No. I put up notices, and I attended every Friday almost in the year—certainly every Friday from October to December.

3864. Baron DOWSE.—If a man was so depressed in his circumstances that he could not pay that rent, you would have no objection to allow him sell to an incoming tenant?—Certainly not.

3865. The other paying you the rent, and giving the tenant the balance?—Certainly.

3866. CHAIRMAN.—The consequence is you have never been obliged to proceed with ejectments for non-payment of rent to eviction?—Never to the bitter end.

3867. And you have got your rent?—Yes, better than anybody else in fact. I have made allowances. Last year I wiped off little corners, and made things smooth, but I did not give a general abatement. I have given a general abatement on some properties, but I did not on others.

3868. The O'CONNOR DON.—Are leases usual on Lord Portarlington's estate?—Anybody who asked for a lease would get it. There were leases made about seventeen or eighteen years ago which are about running out now.

3869. Looking at the whole property, are there more holding leases than without them, or the contrary?—I would say there is more land held by lease than otherwise, because all the large farms nearly are held by lease.

3870. Are the leases generally for years or for lives?—Generally for years. There are old leases that have been existing for a long time that there were lives in.

3871. In these leases is there any covenant against selling without the landlord's consent?—There is such a covenant. There were printed leases, the form of which was made many years ago, and there was the usual covenant against subletting or assigning without the landlord's consent in writing.

3872. In these cases where you say sales have taken place on Lord Portarlington's estate and the others that you manage, were they usually cases of leases or of tenancies from year to year?—The sales?

3873. Yes?—There were more from year to year, but there have been leases sold.

3874. CHAIRMAN.—Do you require payment of arrears of rent on the sale of a holding being permitted?—In every case, I think, that a sale has taken place there has been no loss to the landlord.

3875. Baron DOWSE.—I understood you to say that if a man was in distressed circumstances, and could not pay the rent, the rent was paid out of the purchase-money for his tenant-right, and the balance given to him?—Yes.

3876. CHAIRMAN.—That is done in the office is it, or do you trust to him oncoming in that he will pay?—It is not done in the office, because the custom has only been creeping in. In the North it is done in the office. Once, I believe, part of the money was entrusted to me when a man was going to emigrate—part of the money was entrusted to me that was to be given to two sisters; but otherwise I don't think I ever handled it.

3877. Baron DOWSE.—But you got the rent at all events?—I got the rent.

3878. Mr. SHAW.—And you knew all about the case?—I knew who was coming in.

3879. And what money he was going to pay?—I cannot say that I always did.

3880. You don't inquire particularly what the price is?—I don't inquire particularly. If the custom was legitimised probably it would go on more *secundum artem*, but it has only been creeping in.

3881. It has not got on its feet yet?—But it has been getting on its feet very strongly.

3882. Are the tenancies large or small on Lord Portarlington's property?—There are a great many small ones.

3883. Have they improved their lands much in your time?—Certainly the new people that I have introduced have improved their lands very much. They have improved their places very much, more so than the old tenants, but, indeed, they are all industrious enough.

3884. A good deal of that is due, I suppose, to the feeling of security they have, owing to the rule on the estate?—Well, I hope it is. I don't know. I never tried to please them in any way. I must say I never tried to please any of them.

3885. Baron DOWSE.—You never did anything that you believed to be unjust towards them?—No; nor I would not. I believe if you try to please them they will only consider you a fool.

3886. But if you do what is right?—If you do what is right, my idea is, if you did ordinary justice to Irishmen, and if they were let alone by people, they would be the most contented people on the face of the earth.

3887. Mr. SHAW.—Are there any cases of tenants buying their own holdings in your part of the country?—Well, I heard that one man, when Lord Portarlington's estate was sold (the estate was sold in the Incumbered Estates Court, and Lord Portarlington bought it again—he bought his uncle's property)—I heard that one man bought his holding. That is the only case I ever heard of.

3888. That was before the Land Act, I suppose?—Yes.

3889. How has it turned out with him? Has he been very successful?—He did not live on the holding. He happened to be a well-to-do man, and bought a little holding—he paid £8 a year for it.

3890. You would be in favour of giving tenants perfect security in their holdings?—I would, indeed.

3891. You would not turn them out except for just cause, except, say, for non-payment of rent or dilapidating their holdings in some way?—No.

3892. You would allow them to sell freely?—I do.

3893. And you think that would be in favour of the landlord in the long run?—I do. I have not known, but I have heard of what happened long before my time: that in former times to show that the landlord had full power over his tenants he would shift them about like pieces on a chess-board for his own whim, to show them that he had them in his power. I think that could not possibly be done now.

3894. You think there could not be a worse thing done, I suppose, except turning them out entirely?—There could not. They hated it.

3895. Whereas the contrary system leads to the very best feeling between landlord and tenant?—The very best.

3896. Would you suggest any way of arranging rents? We might not always find a landlord so considerate as Lord Portarlington; another man might have kept on the £4 and put on a few pounds more; does any way occur to you of settling what would be a fair rent? Would arbitration be a fair way in cases of dispute, only in cases of dispute?—I don't know. There we are going into theory. I have attended so entirely to practical business from day to day, I have never had time to think of that. I have kept entirely to my business, and seldom looked up for the last thirty-one years. Now, I have come into a property myself. I remember it all my life—my father's—there never was an eviction on it but once, and all the people, I may say, adored my father.

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Mr. Alexander
Kirkpatrick.

3897. Is that in the Queen's County?—No, close to Dublin.

3898. Baron DOWSE.—Where you live yourself?—Where I live myself now. But I may say this, that the Government valuation is no guide whatever now. I find the tenants are trying to work the rents down to the Government valuation, that is no criterion whatever. I do think that a new valuation would be fair.

3899. CHAIRMAN.—A new independent valuation?—Yes.

3900. Mr. SHAW.—Not a general valuation, I suppose, but a valuation of estates?—No, a Government valuation. The tenants are trying to work down now to Griffith's valuation.

3901. Would not that be with the view of fixing the rent? You would hardly go that far?—Well, it could not fix the rents, because the people who have leases could not be altered, but there should be some criterion. Last year I have met tenants who said they paid too much rent, and they talked about Griffith's valuation. My own tenants pay infinitely more than

Griffith's valuation here in the county Dublin, and it would be ridiculous, they would never think of paying Griffith's valuation.

3902. The county Dublin, though, is not a guide for the rest of the country?—One of the very best rents that have ever been paid to me—I am not agent over it—it is paid to me as a trustee. The valuation of the place is £32 15s. and the rent is £70 a year, which has been paid most cheerfully without, I may say, ever having been asked for.

3903. By a working farmer?—He was not a working farmer, I don't know exactly what he was. It was Mr. Clibborn of Moate. He was as good a man as there could be in England, Ireland, or Scotland. I think he had farms.

3904. Baron DOWSE.—Where was that farm?—It was within five miles of Moate, in the King's County.

3905. Mr. SHAW.—He had a residence there, I suppose?—He had not indeed. It was a grass farm.

The witness withdrew.

Edward W.
O'Brien, Esq.

EDWARD WILLIAM O'BRIEN, esq., D.L., examined.

3906. Baron DOWSE.—I believe, Mr. O'Brien, you live at Cahermoyle, county Limerick?—Yes.

3907. You have property there?—Yes.

3908. And do you not also receive rents?—I do not.

3909. It is your own property?—My own property.

3910. You have turned your attention for a long time, I believe, to this question between landlord and tenant in Ireland?—Yes, for at least twelve years past.

3911. How long have you been in possession of the property—since your father's death, I suppose?—Eighteen years.

3912. Have you considered what would be a satisfactory as well as a final settlement of this land question?—Yes. I have come to a decided opinion on the subject.

3913. And what do you consider a satisfactory and a final settlement of this land question to be?—I think that virtually the tenants ought to be made independent of the landlords to a very great extent; as much as is possible consistently with the pecuniary interests of the landlords.

3914. Do you think that the tenants should be practically or virtually the owners of the land they occupy?—Yes.

3915. Subject to the landlords rights and claims for rent?—Yes. I should, perhaps, explain that my remarks are grounded chiefly on my own experience, and there are certain portions of the country with regard to which I should not like to express an opinion. For instance, the extreme west, Galway and Mayo; that part of the country I am not acquainted with.

3916. Mr. SHAW.—Limerick you know best?—Yes.

3917. And your remarks chiefly apply to the state of things there?—Yes, because I am intimately acquainted with them, not only as a magistrate, and a grand juror, but as chairman of a board of guardians.

3918. Baron DOWSE.—You think the thing that would satisfy the tenants would be fixity of tenure, free sale, and letting at fair rents?—Yes.

3919. Do you think the effect of that would be to promote loyalty and peaceable conduct among the Queen's subjects in Ireland,?—I have not the slightest doubt about it.

3920. The system at present prevailing you don't think is satisfactory?—No. I think it is the cause, in great measure, of the backward condition of Ireland, both material and moral.

3921. Do you think a satisfactory settlement would give a stimulus to industry, and sobriety among the people?—Undoubtedly.

3922. And the effect of that would be in some time to raise Ireland from its depressed condition, and place it on a level with some of the best, if not the best, countries in Europe?—Yes. I think the ten-

dency would be in that direction, but it would be slow because Ireland is very much behind the countries of the west of the Continent in education, practical education, I mean, but I think the tendency would be strongly in that direction.

3923. Do you think the improvement in Ireland for the last thirty years is less than it ought to have been?—Very much less indeed.

3924. What do you think are the causes of that?—I think the causes are these. The landlords, on the one hand, have not the power to improve their land to the extent that would be required to bring the country into the condition in which it ought to be. To do so they would be obliged, in many instances, to make considerable changes in tenancies, which, as a general rule, it is out of their power to do. The tenants, on the other hand, have not sufficient security to warrant the very large outlay that would be needed on their part if the improvement of the country were to be carried out chiefly by them. They have always the fear of a rise of rent impending over them.

3926. Is the present condition of the tenantry in that respect a discouragement to the introduction of capital into the country?—I think it is.

3927. And is it a discouragement to the tenant using the money he has himself?—Undoubtedly.

3928. He prefers to hoard it rather than put it into the land?—I think so. Frequently, however, I think the tenants put money into the land which, on strict business principles, they would not be justified in putting into the land.

3929. At present they have not an interest that they can sell in their farms, according to the law as it stands in the part of the country you are acquainted with?—No; I cannot say that they have, as a general rule, a sufficient interest. I believe, in the part of Ireland with which I am acquainted, most of them really have under the Land Act the power to sell; but I think they are not acquainted with the extent of the right they have.

3930. But if they were allowed to hold at fair rents, and undisturbed, with free power of sale—the effect of that would be to give them a saleable interest in the land?—Yes.

3931. Do you think that would discourage idleness, and encourage industry and thrift?—I think it would, because a great number of the worst class of tenants would be got rid of by a peaceable process; they would be gradually bought out by better men.

3932. And the effect of the present system is that the tenants that ought to have been got rid of are retained?—Yes; a great many of them. The landlord, in my part of the country practically cannot turn out a tenant merely because he is a bad farmer, nor can he in any part of Ireland with which I am acquainted.

3933. And if that man was allowed to sell his interest in the land, he would go away peaceably, and introduce a better man in his place?—In ordinary circumstances he would. I don't know that he would at this present time.

3934. But it would have the effect gradually of doing that?—Yes; that has been my experience.

3935. Do improvements now, under the present system, pay as well as if the land was really vested in the tenant in the way you describe?—No; I don't think they do; for this reason, that in order that an improvement may be thoroughly good, it is almost necessary that subsequent processes should be carried out which cannot, practically, be carried out by the landlord. For instance, if you take the case of draining; draining is the first improvement that should be made on land. In my part of the country, at all events, draining is a thing that will pay very well, as a rule, if other processes are carried out afterwards. In some cases it is necessary only to till the land, so as to level it, and eradicate the grasses and rushes, which grow in wet land; in other cases it is necessary to lime it and till it, and so on. Well, if the landlord could do all these things the improvement would probably pay him very well if he had the lands in his own hands, but he cannot practically do it, because he cannot get up the land from the tenant to do it, and if he happens to have an idle or ignorant tenant, the money which he lays out on his drainage may be to a certain extent unfruitful.

3936. The upshot of what you say is that giving the tenant security would give him an interest in these improvements?—Yes, and in making for himself improvements now made by the landlord.

3937. In your part of the country does the landlord make the improvements as a rule?—I should say from my observation that the landlords in my part of the country do to a considerable extent make the larger improvements, such as large drainages, roads, and so on, but that the tenants do to a large extent the minor improvements, clearing the land of stones, draining not comprised in the large drainage systems, and, to a considerable extent, building—the latter often with some assistance from the landlord. In my neighbourhood there is a large tract of country consisting of moor, a great portion of which belongs to the Earl of Devon, and there the tenants do a great deal of reclamation. They are encouraged to it by a very good system adopted by Lord Devon, and they have done an immense deal of reclamation in that country.

3938. Assuming, according to your opinion, the time has come for converting the present interest of tenants into a virtual ownership, have you contemplated the manner in which that should be carried out?—Yes; I think there should be an attempt made to deal with the question from several different sides at once. I think that the Bright clauses of the Land Act were a step in the right direction; and I think that the principle of the Bright clauses might be applied in the way of encouraging the giving of long leases, or perpetuities, such as were given last century or at the beginning of this century; and I think further, that a good deal might be done in extending the custom of sale (which is virtually the Ulster custom) throughout Ireland. I look upon it that the tenant who holds under a liberal Ulster custom is more nearly the owner of the land than the landlord, and he has every inducement to lay out his money, and I understand, as a matter of fact, he does lay out his money on the security afforded by it.

3939. Do you suggest any improvements in what are called the Bright clauses of the Land Act, for the purpose of carrying out what you say, are there any legal difficulties that you think can be removed?—I believe that there are great legal difficulties in the landlord's way when he wishes to sell, difficulties in making out title, and dealing with the interests of remaindermen, and so on. I believe those difficulties have been discussed very fully before Mr. Shaw Lefevre's Com-

mittee. I have not much practical acquaintance with them myself.

3940. Does it occur to you that the amount of the annuity charged by the Board of Works is too large, might the interest be reduced or the time for the payment extended or anything of that kind?—I should be extremely sorry on general grounds to see the interest reduced below what the State can lend the money at, and therefore I should be most distinctly against anything of that sort. As to the extension of the time, I believe the money is now repayable in thirty-five years; I don't think it would be necessary to extend it.

3941. Mr. SHAW.—There may be special cases?—There may be special cases. I don't see any objection to extending it, but I do see the greatest objection to allowing the tenants to have the money at a lower price than it costs the Government.

3942. Baron Dowse.—Do you think a greater portion of the money might be advanced by the State?—I think so, I think four-fifths might be advanced with safety in ordinary times; in the present condition of the country, I should not care to see so much advanced. I would not advance a single penny that the State would not be quite safe to recover.

3943. Do you think peasant proprietary, as we may call it for shortness, as a general rule would be of advantage to the country, or would you only introduce it gradually and not extend it over the whole country at once?—I think the sooner it could be introduced generally the better for the country.

3944. Do you think it is possible to purchase the whole fee-simple against the will of the landlords?—Certainly not, if you mean the whole fee-simple of Ireland.

3945. Would you force any landlord to sell unless he was inclined?—Yes; I would. I think speaking generally a tenant should be entitled to claim the right of purchasing his own holding, if it could be shown the landlord's interest was not prejudiced thereby.

3946. Suppose every tenant claimed a right to purchase his holding that would go at once to purchase the whole fee-simple of the country?—Yes; but I would not go as far as to say the Government should then advance the whole four-fifths.

3947. Mr. SHAW.—In that case you would not apply the rule where the tenant claimed to purchase?—No; he should find the whole purchase money.

3948. Baron Dowse.—You would not be disinclined to see every tenant able to purchase the fee-simple of his own property but would not compel the State to advance all the money for that purpose?—I think it would be much too large a financial operation, much too dangerous.

3949. In point of fact, would it not involve the taxing of other people than the tenants?—Probably. It would be about two hundred millions.

3950. Mr. SHAW.—That would be only in the event of a loss, if there was no loss there would be no tax?—I don't know that the credit of the State would not be affected by raising such a large sum of money and investing it in Irish land.

3951. The O'CONNOR DON.—Have you made any calculation when you say it would come to such a large sum?—I think the value of the landed property of Ireland is between three and four hundred millions, and therefore two hundred millions would be required to enable the tenants to purchase the whole. You would have to give a much larger sum of money than twenty years' purchase to buy the landlords out compulsorily.

3952. Does not that include all the land of Ireland, the land in the occupation of the owners at the present time as well as in the occupation of tenants?—I don't know, I suppose it does.

3953. And does it not include all the cities and towns?—I suppose it does.

3954. Have you deducted that—would not a very large deduction have to be made from the total if you deduct all the property in cities and towns, and all the demesne lands in the actual occupation of the

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owners at present?—You would have to deduct a large amount, but on the other hand if you take the gross amount of the rental of Ireland, and multiply it by twenty-five years purchase, you would get a sum nearer four hundred millions. So that I think if you wish to extend the Bright clauses compulsorily over the whole country, and buy the landlord out at twenty-five years' purchase or thereabouts, you would require a sum not much under two hundred millions.

3955. Mr. SHAW.—But thirteen millions as stated by Mr. Ball Greene, is Griffith's valuation, the rental of Ireland is a good deal more than that, the thing which the tenant would have to buy, so that probably the agricultural rental to be purchased would be over ten millions?—I don't know, I think so.

3956. Baron DOWSE.—At all events you are not binding yourself to the sum?—No, I merely mentioned it as a hypothetical sum.

3957. It would be at all events a very large financial operation?—Enormous.

3958. Do you think it is likely to take place within a reasonable time?—No.

3959. CHAIRMAN.—Would you allow two or three tenants on a property to have power to claim to purchase?—If they could show the landlord's interest was not injured I don't see why they should not.

3960. Mr. SHAW.—You would make them pay in proportion to what they got, that is they would pay higher cutting out patches in a property than for other portions?—Yes.

3961. Baron DOWSE.—And you would wish they should possess the money themselves in that case?—Yes.

3962. In all the cases in which the State would advance money under the Bright clauses, do you think the restrictions in the Act are unnecessary, the restrictions on alienation, mortgaging, and subdivision imposed on the tenant?—I think that they are.

3963. That they ought to be removed?—I don't see that the State has anything to do except to see that its interest is perfectly secured. I think it has a right to prevent subdivision for that purpose, as subdivision would probably make it more difficult for the State to recover its instalments, but I don't see why it should prevent mortgaging. The best tenants would mortgage, and frequently do, and mortgage perhaps not for the purpose of providing for their younger children, or paying debts, but for the purpose of borrowing money to work their farms to advantage. I say the power of mortgaging in that case is an advantage to the tenant, and an additional security to the State, and as to the power of alienation I cannot see why the tenant should not possess it.

3964. Provided he parts with the whole of it?—Provided he parts with the whole of it.

3965. The person who gets it will be in the same position he was in, and subject to the same incumbrances?—Yes.

3966. Do you think there should be a system of cheap and simple registration of title?—I think so undoubtedly, it would be the greatest convenience to the country.

3967. Mr. SHAW.—In local courts?—I have not considered the details of the subject.

3968. Baron DOWSE.—Do you think—I gather that you are rather of that opinion—that it is not at all improbable that a peasant proprietary would create a consolidation of farms ultimately?—I think very probably.

3969. And a new set of landlords?—I think in some cases that would be the result.

3970. Do you think that would be any advantage?—I think it would be better to have a large number of people interested in maintaining peace and order in the country than a small number, such as at present. I think too the smaller landlords that would be introduced would be probably very strict in enforcing their rights, and so far from regarding that as an injury to the country I think it would have a wholesome effect.

3971. With reference to these peasant proprietors

would you interfere with their power of willing the property, making a bequest by will?—I think not.

3972. In the case of an intestacy would you leave the law as it is?—I should like to see a division according to the ordinary laws of distribution of personal property.

3973. You see no distinction between a freehold estate and a chattel interest for 999 years?—No, I think they ought to be treated in the same way.

3974. In the case of the chattel interest the Statute of Distributions divides it equally, and in the freehold it goes to the elder son, and there is no practical difference you think?—No.

3975. CHAIRMAN.—But he has power to will a chattel interest?—I would not take away the power.

3976. Baron DOWSE.—You would guard against fictitious sales as far as possible?—I would; I believe such have taken place in recent instances.

3977. The O'CONOR DON.—Has any instance of that come under your own knowledge?—Well, I myself bought an estate which was offered for sale to the tenant and bought by him. He found he could not keep it, and asked me to buy it. I really don't know the details of the transaction between myself and the Commissioners, it was a perfectly open and public transaction, but the result of it was that I paid a certain amount down, and got the rest on mortgage from the Commissioners, and I pay the Commissioners interest on the mortgage; but I cannot say whether this transaction appears on the records of the Commissioners as a sale to the tenant.

3978. You are referring to sales under the Church Act?—Yes.

3979. But have any instances of the kind occurred under the Bright clauses?—I am not aware.

3980. Could it occur under that Act?—I don't know.

3981. Now have you considered what proportion of tenants in this country could *bona fide* purchase their holdings under the Bright clauses, finding one-fourth of the purchase-money?—I made some inquiries on that subject when Mr. Shaw Lefevre's Committee was sitting, and in my part of the country, which I take as fairly typical of an average county in Ireland, I should think that probably on an average about 10 per cent. could.

3982. That is without involving themselves in debt, and borrowing money?—They might have to borrow money.

3983. That is without taking upon themselves greater liabilities than they would be able to meet?—That is what I mean.

3984. Baron DOWSE.—If that is so in no case can the Bright clauses solve the whole Irish land question?—Certainly not.

3985. And you don't think it is calculated to solve the whole Irish question, the Bright clauses, no matter how reasonably they are developed?—No.

3986. But they would be an important factor in the settlement of the question?—Very important.

3987. Mr. SHAW.—Are there 10 per cent. who can purchase with their own money in your district, is that what you mean?—I think 10 per cent., probably more, could purchase with money they could find themselves out of their own resources or borrow from their neighbours without involving themselves in difficulties.

3988. Do you mean the third or the whole of the purchase-money?—The one-third.

3989. Baron DOWSE.—Have you ever considered the question about enabling tenants to purchase an interest less than perpetuity, less than the fee?—I have.

3990. Do you mean a very long lease?—I should like to see tenants empowered to purchase perpetuities on the same principle as has been carried out in former times very extensively in Limerick and Clare and other parts of the country, by the payment of a fine.

3991. I believe your attention was called to this by an article in the *Edinburgh Review*, in 1870?—

No, I wrote a pamphlet myself in 1870, and that was reviewed amongst a number of others in the *Edinburgh Review*.

3992. And you found out afterwards who the author was, and had a conversation with him on the subject?—Yes.

3993. Would you be good enough to tell the Commissioners shortly what that scheme was?—My idea was that the tenants ought, with certain exceptions, and subject always to appeal as to the terms, to be entitled to claim a lease for ever on payment of a certain sum down to the landlord, to compensate him for his chances of an improvement in the future, and further, that in case the tenants were not able to pay sufficient to compensate the landlords for giving them a perpetuity, they might claim a shorter term, perhaps sixty years, on payment of a lesser sum, and henceforward they should hold the land on a rent settled once for all.

3994. You would prohibit subdivision?—I would prohibit subdivision until the rent should be reduced to a certain proportion, say two-thirds of the original rent. I would give the tenant further power to redeem the rent by payment of £100 for every £4 of rent he bought up, so that the landlord would be able to reinvest his money at 4 per cent. without loss.

3995. You state here that that was something like the practice that prevailed in other parts of Ireland, leases for lives renewable for ever?—Yes.

3996. I have heard an account given of the origin of that practice, I don't know whether it is a correct one or not, a man would buy an estate and get a portion of the purchase-money from the tenant, and keep a portion in his own hands, and make a lease of lives renewable for ever to the tenant for another portion. That system of tenure you remember was afterwards to a certain extent altered by the privilege of obtaining fee-farm grants, but that kind of tenure exists very largely over Ireland?—Very largely; part of my estate is held on those terms.

3997. Am I right in thinking that is not a kind of tenure that is held by people who actually cultivate the land?—The people who hold in this way are, I believe, practically for the most part, the resident gentry of the country.

3998. Must your system not eventually lead to that, namely, that the people who would be lessees under these long leases would eventually themselves become landlords?—Quite possibly, but I don't see that is any objection. Supposing you can imagine, which is not probable, that my system was carried out simultaneously all over Ireland, you would have 400,000 or 500,000 people virtually owners of the land; and supposing there was a tendency to consolidation and a recurrence to the former state of things, it would take an enormous time before that would lead to a new set of landlords.

3999. It may eventually lead to a new race of middlemen?—Yes, but that is guarded against by the landlord reserving power to object to subdivision until the rent has been reduced to a certain proportion of the original rent.

4000. You don't recommend this plan as a panacea, you think it can be carried out concurrently with other plans?—Yes; I think the object to be aimed at is, to interest as many people as possible in the maintenance of order in the country by giving them the largest possible interest in the land.

4001. Do you think fixity of tenure with free sale represents the real desire of the farmer?—Certainly.

4002. And you think it would be advantageous?—I think it would be advantageous, although there are serious objections to it.

4003. Would you suggest any of those objections?—I should think the chief objection is the difficulty of ascertaining a fair rent.

4004. Supposing the tenant and landlord agreed to hold at the rent now paid, if the landlord afterwards demanded a higher rent and the tenant could not agree, do you not think some system of arbitration could be adopted?—I think so.

4005. There is no use in blinking the question, we may as well approach that which appears to be a serious objection to that proposal—do you think that is an interference with the rights of property, as generally understood, that stepping in between the landlord and tenant to fix the rents?—I don't think it would be an interference with the rights of property, as property is enjoyed in this country, and is practically likely to be enjoyed for an indefinite time. As it is practically impossible for a landlord to deal with his estate as an English landlord would do, it is not an undue interference with property.

4006. The English landlord practically makes the improvements himself, and lets a farm as a landlord in a town would let a house?—Yes.

4007. In this country does not the tenant make the improvements?—Roughly speaking, he does.

4008. Supposing the landlord made the improvements, and thus put more into the soil than the land naturally possesses, do you think the landlord would be sufficiently compensated by a rent for these improvements to be paid by the tenant?—I do not think he would.

4009. How do you think he would be compensated?—I suppose in a case of that sort that the value produced by these improvements, whenever there came to be a question of revaluing the farm, would have to be taken into account by the arbitrator. But I should perhaps explain that I think it would be extremely undesirable to step in between the landlord and the tenant, except as a last resort when they could not agree. I believe the fair rent is the rent which two parties, independent of one another, are able to agree upon, that is really the fair rent, the contract rent. But where the parties are not able to agree—

4010. Mr. SHAW.—And not independent of each other?—And where one party is dependent on the other as the tenant is in Ireland, then you must take some other course.

4011. Baron DOWSE.—As a rule is the tenant a free agent?—I don't think he is.

4012. Now supposing the landlord had made some improvements on one farm, and on another farm the tenant had made all the improvements, would there be any difficulty in fixing the rent on the farms, having regard to the person that made the improvements on each of them, giving the landlord more rent on the farm he had made the improvements on than on the the other?—Not the slightest.

4013. CHAIRMAN.—Do you think the man that had the higher rent would be ever satisfied?—I think he would. I have drained and improved land largely under the Board of Works, and I have had no difficulty in charging the tenants whatever I thought proper for the improvements, although the result has been just what Baron Dowse stated, there have been farms side by side, one of which is higher rented than the other owing to the improvements.

4014. Baron DOWSE.—Do you know the Ulster tenant-right?—Yes.

4015. Do you find in your part of the world that there are any tenants holding under customs analogous to the Ulster custom?—I should say from inquiries I have made, and conversations with landlords, agents, and tenants, that as a rule, in my part of the country, the tenants are allowed to sell, under various conditions. Sometimes they sell under rather stringent restrictions; sometimes they are allowed to put their farms up in the open market and sell them by auction. I should say the right of sale is generally recognised in our part of the country in one form or another. I am aware there are some estates on which it is totally prohibited, but that is the exception.

4016. Does the landlord exercise any veto in the choice of the incoming tenant?—I think the general rule is that the tenant has not an absolute right of sale, but he may get the highest price he can, provided the landlord does not raise any reasonable objection to the incoming tenant.

4017. Is there any right of pre-emption given to the tenants on the estate?—I hear in some cases there is.

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4018. Do you find that system where it prevails advantageous to the landlord in securing him his rent?—Undoubtedly.

4019. Because, when a tenant sells, if there are any arrears of rent, it is paid out of the purchase-money?—Yes, and I think landlords have been driven to adopt it by a regard to their own interests.

4020. CHAIRMAN.—In arrears of rent do you include the back half-year?—I should say so.

4021. Then the back half-year system, if it had existed previously, ought to cease. Would you allow the system to continue in the new tenancy, or would you say that the rent should be paid under the English system?—I should think it would be desirable, where practicable, to extinguish the hanging gale, and have each half year's rent paid before the next becomes due.

4022. Baron Dowse.—Is it more than a custom on some properties to have a hanging gale. Does it prevail over the whole country?—By no means; my own estate for instance has never had the hanging gale on it.

4023. I have had occasion to mention to other witnesses that the making a man pay up to the day is called making him an English tenant. Don't you think the hanging gale a bad system; because, the instant another half-year is due, the landlord can bring an ejectment?—A very bad system.

4024. If the rent were always paid up to the last gale day, would it not be much more advantageous to all parties?—Much more advantageous.

4025. The O'CONOR DON.—Do you think that proposal would be very popular amongst the tenants?—I don't think it would be practicable to compel the tenants generally to pay up the hanging gale, and I don't think it would be just.

4026. Baron Dowse.—Have you heard of landlords wiping it off altogether?—Yes; I have heard of such cases. When I came into the management of my property all the rents were paid up to the gale day, except two or three tenants, and I said to them—"If you will pay me up half this, I will wipe off the remainder;" and they did.

4027. Have you ever seen any inconvenience arising from this hanging gale, as I have—the landlord dies, and the remainder man comes in; the executors of the deceased landlord will call in that half-year's rent, and, by that means, oppress the tenant and hamper the incoming man?—I suppose they are legally able to do so.

4028. And would not that be very inconvenient?—Very inconvenient.

4029. You would be for giving, as you stated, the landlord a veto, in case of a reasonable objection to the tenant?—I think that would most nearly represent the practice of the country; my own practice is to allow the tenant to put his land up to the highest bidder, but I think the other would more nearly represent the usual practice of the country—namely, that the tenant should get the best price that he can, subject to the landlord's approval of the incoming tenant.

4030. But you would throw on the landlord the onus of not only asserting but establishing his objection?—Yes.

4031. Would you see any objection, then, if the landlord and tenant differed as to the incoming purchaser, to leave that to be settled by the Land Court, for instance?—No; I don't see any objection to that. I think, myself, that the power which the landlord reserves to object to the tenant is of very little use to him.

4032. Your idea, as I take it, would be—Mr. O'Brien to make some general law applicable to the whole of Ireland?—As far as possible.

4033. That the North should not have one law, and the South and West another?—No. I think the distinction between the North and South, which already exists, a very mischievous one, which gives people in other parts of Ireland the idea that Ulster is treated on a different system.

4034. Would you allow them to have a different

law on various estates by office rules and regulations?—As far as possible, I would make it uniform.

4035. Now the objection I have frequently heard to the Ulster tenant-right as it stands, is the power the landlord has of raising the rents which eats away the tenants' interest, that would be got rid of by your suggestion to have a fixed rent?—Yes; if you mean a rent fixed once for all under a perpetuity.

4036. Would you see any objection to the Land Court fixing the rent in case the parties did not agree?—I don't see what other party could fix it but the Land Court.

4037. If there was a public institution, such as the Valuation Office, to have a man go down on the land?—I think there should be some court presided over by a lawyer who had practical experience of the country, because a valuator may give a totally wrong impression of the rent that ought to be paid, he would find it extremely difficult to value the tenant's improvements.

4038. CHAIRMAN.—Then a lawyer should ascertain the facts as to the interest in the improvements and the interest in the farm, and the valuator act on his instructions?—I think a valuator should go before him and give evidence as to the actual value of the land, and the character and value of the improvements that are apparent on the face of it, that the lawyer—and I mean such men as the County Court Judges who have great practical experience of this question—should take into consideration all the circumstances of the case, and attach such value to the evidence as he thinks proper; and I think between the lawyer and the valuator you would get a pretty fair estimate. But I am not at all blind to the enormous difficulties of this question, and I have a great objection to any interference between landlord and tenant on the question of rent; but these are difficulties that must be faced.

4039. Baron Dowse.—You point out in this paper some difficulties yourself. The rent must be fixed once for all?—I think that would be much the best plan if it can be done.

4040. In that case you suggest some compensation to the landlord for the loss of his rights, such as they were?—Yes, I think everybody would think the landlord ought not to be bound to a fixed rent for ever, without receiving some compensation.

4041. You are aware of the Renewable Leasehold Conversion Act?—Yes.

4042. Are you aware, when a man applies to the Court of Chancery for a fee-farm rent, that an inquiry is had, not only as to the rent paid, but the possible rent that would be paid, and that is all capitalized, and rent made out of it?—Yes, it is added to the rent. I think that principle is a good one, but it cannot be applied to the general mass of tenants, because the one thing you must avoid at present is increasing the rent. I would much rather give the landlord his compensation in a lump sum, and not in the form of a raised rent.

4043. You think it would be practicable to give the landlord his compensation by having a share of the money arising from a sale of the holding in case of a sale?—Yes.

4044. And that a landlord should be satisfied to take a share of the purchase-money in case of a sale?

—I think, on introducing such a system as the Ulster custom, you might compensate the landlord in that way.

4045. How would you compensate the landlord in case the tenant did not sell?—You could not compensate him; but until a sale takes place, a claim for compensation would not arise.

4046. And supposing the tenant did not want to sell?—When I suggest giving compensation in this form on introducing the Ulster tenant-right, it is because under the Ulster custom the rent is not a fixed one. If you bind the landlord down to a rent fixed for ever he would be in a different position from a landlord under the Ulster tenant-right, under which, it is true, he parts with the ownership of his land for ever, but is not bound down to a fixed rent.

4047. There is another thing you suggest having the rent dependent on the periodical prices of produce?—Yes; but I don't like that system.

4048. The other one you suggest is having an arbitration between the parties?—Yes; there are many objections to that, but, I believe, on the whole it is the only practicable plan.

4049. I find a great number of witnesses here say they have a great objection to go into the Land Court, and they think any way of settling the question outside law would be better. Do you think that is a natural feeling on their part?—Very natural indeed.

4050. Do you think it should be in any way considered when dealing with the question from their point of view, that it is as important as anything else to give the tenants confidence in the law and the administration of it?—Certainly.

4051. And is it not advisable as far as it is convenient and consistent with justice to satisfy them that their case has been fairly dealt with?—Certainly.

4052. Do you see any objection to the clauses of the Land Act at present as far as their working is concerned independent of the Bright clauses. What do you think of the scale of compensation?—I think it is inadequate and unnecessary. I would leave that to the discretion of a strong court, and I believe the decisions of a good strong court composed of honest and capable men, such as there are plenty of in Ireland, would give general satisfaction and would really do more justice to landlord and tenant than can be done under the scale at present.

4053. I find some large tenants here say they require as much protection as small ones, and are dissatisfied with the valuation in their case and say there should be no limitation, it should be left quite open?—I really see no reason for limiting. Of course in the case of a large tenant, any court composed of equitable and sensible men would take into consideration whether the tenant was likely, from his circumstances, to be a free agent. If they considered him a free agent they would naturally hold him to his contract; if not they would give him as much protection as they might think proper.

4054. Would you allow any tenant to contract himself out of the Land Act that was passed for the benefit of all the tenants no matter whether they were large or small?—I have not considered that point, but it might be absurd to prevent a man who is paying two or three hundred a year from contracting himself out of it. But I don't see where you can draw the line.

4055. A tenant told us the other day that the large tenants sometimes are more hampered and are less free agents than tenants with a few acres?—That might be the case.

4056. Do you know that sometimes tenants are made to contract to pay the county cess?—I know it is the case. I do not approve of the practice. I don't say that the landlord should not make any bargain he pleases with his tenants, but I think it is impolitic on the part of the landlord, and I think, as a general rule, it is not well to evade an Act of Parliament.

4057. Do you think it is a bad practice?—I think it is.

4058. We have heard a great deal about driving coaches-and-six through Acts of Parliament, and, I suppose, driving a gig through them is just as bad?—Indeed it is.

4059. A tenant told us the other day his landlord made him contract to pay all the county cess, but he had no voice in the spending of it; the landlord kept all that voice to himself, and paid none of the cess—was that right?—I think that is very unsatisfactory; and the landlords have dealt a severe blow to the system of county government by grand juries by not working more cordially with the Land Act in this matter. They have given a great deal of strength to the demand for a change in the Grand Jury system.

4060. Have you turned your attention to the ques-

tion as to whether tenants should be allowed to borrow from the Board of Works?—Yes, I think they ought, where the landlord will not improve the land himself.

4061. Your opinion is that neither landlord or tenant should be allowed to obstruct improvements?—Yes.

4062. And you think the tenants should be allowed to borrow from the Board of Works where the landlords will not make the improvements?—Yes.

4063. Will that be for the purpose of making general improvements on the farm or making reclamations of what are called waste lands?—I should limit that power to cases in which the improvement would undoubtedly pay. I don't consider building would undoubtedly pay; therefore, it would be hard to pledge the landlord's estate for loans for that purpose.

4064. Do you think the planting of trees would pay?—I dare say it would pay in some cases, but I should not allow the tenants to borrow money for that purpose. I think they ought to be allowed to borrow money for draining or grubbing if they can satisfy the Board of Works' Inspector that it would pay. A minimum of 10 per cent., I think, is reasonable.

4065. CHAIRMAN.—If there were a tenant-right system available the security to the Board of Works would be the tenant's interest?—The tenant's interest would be the first security, and after that the landlord's estate should be liable, but, of course, it would be the duty of the Board of Works' Inspector and the interest of the landlord to see that the money was laid out in such a way as to produce a minimum improvement of 10 per cent.; and, therefore, this liability would not be a hardship to the landlord.

4066. Then the consent of the landlord would be required to the tenants getting the advance?—The landlord ought not to have power to prevent the tenant from getting the advance, but he might represent to the Board of Works' Inspector that the improvement would not be worth 10 per cent., or otherwise satisfy the Board that the loan ought to be refused.

4067. And the Board of Works would be the arbitrator?—Yes.

4068. Mr. SHAW.—Could you not make a particular holding liable for the advance?—I have not considered that.

4069. In case the farm was sold afterwards would that be convenient?—Yes; that might be a fair arrangement if there was no legal difficulty in the way.

4070. The O'CONOR DON.—Would you make this a first-charge on the land?—The first charge on the landlord's estate, after the tenant-right is exhausted.

4071. Taking priority of the rent, would you put it in the same position as loans advanced to the landlord of the estate?—I would make it a first charge in the same way as landlords' loans are, but I would not allow the Board of Works to come down upon the landlord until the tenant's interest was sold up to satisfy the debt.

4072. Mr. SHAW.—It is merely a security for capital?—Yes. There would be some difficulty in putting it upon special holdings.

4073. Baron DOWSE.—Have you ever considered the board called the Board of Works?—I have had a good many transactions with them. I have borrowed a good deal of money from time to time from them.

4074. Did you find everything worked smoothly?—Except that they are rather dilatory I have had no difficulty with them until last spring.

4075. They are more active now?—They broke down completely during last spring.

4076. You don't look upon emigration as any sort of remedy for the relations of landlord and tenant in this country?—I think emigration is a very wholesome thing.

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4077. Do you mean State emigration?—No; I think that is a very dangerous thing.

4078. If you leave emigration to natural causes you would not throw any obstacle in the way of it?—No.

4079. But you would not help people by State money to emigrate from Ireland?—I have seen no reason for doing so from what I know of the country.

4080. Isn't there one defect in any scheme of State emigration that it takes the best people away, the young and healthy, and leaves the worst behind, the old and decrepid?—Yes; any system of State emigration would have that effect. It would be impossible to get rid of the people you want to get rid of—the old people and the worthless. The experiment has been tried by the boards of guardians, and it has failed. I know what has happened in the union of which I am chairman, Newcastle West. People have been sent away, and they have become chargeable again on the rates.

4081. Mr. SHAW.—Have families been sent, or is it merely individual members?—I cannot mention any particular case.

4082. They were paupers?—Yes.

4083. Baron DOWSE.—It is unfair to the country to denude it of its active young men and women?—I think it would be an injury to do it by any artificial means.

4084. Do you think it would be fair to the other country to send them your lame, halt, and blind?—No; I think it would be unfair.

4085. These things, you think, must be left to the ordinary natural laws?—Yes; so far as my experience goes.

4086. You have given us a *resume* of your evidence which I would like to have on the notes. You say you sum up your suggestions in this. You recommend that the tenant be entitled to purchase the fee or a leasehold interest?—That is only a suggestion, for I don't suppose Parliament would go as far as that. For practical purposes, we may assume that all that could be done is that limited owners should be empowered to sell or give perpetuities to the tenants.

4087. Suppose every limited owner to sell and his tenants to purchase their holdings?—Yes.

4088. To purchase whether it be the fee or long leases?—Yes.

4089. And that steps should be taken to ensure that wherever there was a sale the land should be easily transferable?—Yes.

4090. And to prevent accumulation of incumbrances on the title?—Yes.

4091. You said that one of your recommendations would be to make the Ulster custom a reality and extend it to all parts of Ireland where it can be introduced without palpable injustice?—I am informed in Ulster it is frequently not a reality at present. I am not personally acquainted with the fact, but I have no doubt my information is correct.

4092. You say—to put the matter in a nutshell—according to your opinion tenants not willing or not able to purchase the interest in their holdings and not coming under the Ulster custom should be placed under the protection of a court armed with full powers to administer equity. What do you mean by that?—The powers I mean are those of giving compensation.

4093. That is on the lines of the Land Act?—Yes, I would take the Land Act in these cases as far as it goes, and simply empower the courts to deal more liberally than at present.

4094. That is only a matter for secondary consideration in view of the extension to the whole of Ireland of the real Ulster tenant-right system?—Yes.

4095. And failing that you would widen and extend the powers under the present Act?—Yes.

4096. And you have given us your view as to the power of borrowing?—Yes.

4097. And in your opinion nothing short of perpetual ownership will or ought to satisfy the tenant?

—I do not think it would; ten years ago less might have satisfied them, but now it will not.

4098. And this is your opinion, "That if the Government think they can effect a final settlement of the land question without going as far as this, they are deceiving themselves, and sowing the seeds for a fresh crop of agitation and disloyalty"?—That is my opinion.

4099. Mr. SHAW.—The extension of the Ulster custom to the whole of Ireland you think would cover all that?—I think so, practically. I am not sure, however, it may not be too late to settle the question that way now; a couple of years or so ago it would not have been so.

4100. Baron DOWSE.—"And short of that a large and liberal extension of the Land Act for the whole of Ireland, and the law fairly administered"?—Yes, and the law firmly administered.

4101. In all its branches?—Yes, in all its branches.

4102. The O'CONNOR DON.—You say to make the Ulster custom a reality; what do you mean by that?—I mean that the value of the tenant-right should not be eaten away by either office rules or unfair increase of the rent.

4103. Mr. SHAW.—As in Ulster?—Yes.

4104. At present?—Yes.

4105. The O'CONNOR DON.—Would you propose to have the rent settled by some independent tribunal?—Yes, if the parties could not agree; but I should be exceedingly sorry to step in between landlord and tenant to fix the rent; I would merely interfere if they failed to settle it in any other way.

4106. Do you propose to make the custom universal all over Ireland whether the owner wished it established on his estate or not?—I should like to see it done. I would not go so far as to say I propose to do it in every case, for there may be parts of the country with which I am not acquainted in which it would be a hardship. There are parts of the country in which it would be impolitic to give the tenant as he stands at present perpetual occupancy of his holding. For instance, I will take the case of the mountain lands in Kerry with which I am acquainted; it would be impolitic to give the tenants who now have the right of grazing over these lands—hundreds of acres, perhaps—an interest that they could hold for ever against the landlord. It would not be in the public interest to do so, it might be very much to the detriment of the public.

4107. As a general rule, however, you would give the right?—As a general rule.

4108. And would you give that right to the occupier without any payment on his part?—No; not where the custom does not prevail; but where it already prevails I would recognise it, and in a liberal form. I would give it to persons who hold on estates where the right to sell prevails, but does not prevail to the full extent of the most liberal form of Ulster custom, as far could be done with justice.

4109. But where it does not prevail you would require that the occupier should pay something for acquiring this right?—That would depend on the circumstances.

4110. Mr. SHAW.—A good deal would depend on the rent paid?—No.

4111. The O'CONNOR DON.—You would not give the tenant on an estate let at a low rent the right to hold at that rent, and free sale, without paying something for it?—Of course not. Where a man held his land at a low rent, if he was given the right to sell, not having possessed it before, he should pay in proportion.

4112. As a rule are the rents high in your part of the country?—I could scarcely give an answer as to that, they vary so much; but I should think, on the whole, the rents are reasonable enough, that is to say, that the tenant can live fairly well.

4113. But suppose there was to be readjustment of rent by any fair tribunal, which do you think would that lead to a lowering or raising of rents as a rule?—

That would depend a good deal on the principles the tribunal went upon. If tenants' improvements are excluded I question whether there would be any great increase. I speak from my own estate in Limerick. It is mostly grazing land, and, therefore, the land that has been most valuable of late years. I believe it was rented as high forty or fifty years ago as it is now. I have given several leases lately, and I had, therefore, reason to go into the valuation, and I have not seen fit in most cases to raise the rents. I think the tenants were paying as much as they could fairly be expected to pay.

4114. Are there any lands in your neighbourhood rented higher?—There are, and others lower.

4115. Do you think these should be lowered under such an arbitration or any tribunal appointed?—I think any tribunal appointed would be very slow to lower rents that have been paid for a considerable time, and ought to be very slow to do so.

4116. Then you think that the result of the tribunal would be that it practically would leave rents very much where they are—that where they are low they would be fixed perpetually at that, and that where they are high they would be left so?—I understand that one essential feature about the Ulster custom is, that the rent shall not be fixed but variable, and therefore if the tribunal decided that the rent was to be fixed at a certain figure at a certain time, it would not follow that that was to be maintained for all time.

4117. Baron DOWSE.—The Ulster custom does not lay down any rule except that the rent shall be fair for the time being?—That is what I understand.

4118. The O'CONOR DON.—Your idea is that with the custom the rent should be settled by arbitration?—By the arbitration of a Land Court where the parties cannot agree.

4119. Mr. SHAW.—The perpetuity you speak of is another thing altogether for which purchase money would be paid?—Yes, and there the rent would be fixed once for all. In whatever system is adopted for fixing rents you must encounter great difficulties, and it is a thing to be done only under extreme pressure, and in cases of absolute necessity.

4120. The O'CONOR DON.—Do you allow free sale on your own estate?—I don't allow the sale of holdings from year to year, but, if a tenant wishes to sell, I give him a lease and let him sell it for whatever he can get for it.

4121. What is the general length of the lease?—Thirty or thirty-one years.

4122. Is that since the passing of the Land Act or before it?—I introduced the system a year or two before the Land Act was passed, and I have seen no reason for changing the form or term of the lease. I think it has worked satisfactorily.

4123. Are you the owner in fee?—No, the tenant for life.

4124. Then you are bound down by settlement and cannot do as you wish?—No.

4125. And you wish that the powers of such limited owners as yourself should be increased?—Yes, if I had the power, I would try the experiment of giving my tenants leases for ever, with a moderate fine.

4126. Mr. SHAW.—You cannot at present?—No.

4127. And you think a good many tenants would avail themselves of such a proposal?—I cannot say that of my own estate, for I believe they are satisfied I am a good landlord, and that they have nothing to fear from me, but I think there are a good many who would avail themselves of it if they had any idea I was going to sell the estate.

4128. The O'CONOR DON.—If this system of giving the occupiers of the land perpetuity at a fair rent, and free sale were established, would you apply it to future lettings, as well as existing ones?—No.

4129. You would have it done once for all, and then leave future transactions free?—Yes.

4130. You said you would advocate that the State

should make advances for the tenants to purchase in all cases?—Not in all cases, individual cases.

4131. What distinctions should be made by the State?—I think where the landlord voluntarily sells the fee, the State might advance a certain proportion of the money, as it is empowered to do under the Bright Clauses, but supposing a scheme were adopted under which the tenants were allowed to compel landlords to sell, I think it would be a very dangerous thing to involve the State in such large transactions as would follow such a scheme.

4132. That is the distinction you would make?—Yes.

4133. That is that you would not have the State advance the money where the landlord was compelled to sell?—Yes.

4134. Would you think it a fair alternative to offer to the landlords, either that they should grant this perpetuity to their tenants at rents to be fixed by a court or by arbitration or to sell their estates?—I think it would in most cases; it would be a tolerably fair alternative. I do not think landlords would suffer if they granted perpetuities and got a fine; they would be in a better position in most respects than at present.

4135. Could you apply a rule like that all over the country?—There would, no doubt, be many cases and classes of cases in which exceptions ought to be made to any general rule, and such cases ought to be dealt with, each on its own merits by some competent court. In reference to these perpetuities there are certain cases in which the tenant might fairly be considered entitled to perpetuity, without payment at all. For instance, I am sure there are a good many cases, especially in the north (where the people are extremely industrious), in which the tenant or his forefathers have gone on improving mountain and barren land, and in these cases at present the landlord is actually enjoying a rent founded not so much on the original value of the land, which was perhaps 1s. or 2s. 6d. an acre or less, as upon the improved value of the land, an improved value which has been created by the tenants; I think in cases like that if the landlord has been for a considerable time in receipt of a rent founded on the tenants' improvements, I would say to him, "You shan't for the future go on raising your rent in consequence of the tenants' improvements, you shall give the tenant perpetuity at the present rent."

4136. Take a case like this, suppose the lands have been sold in the Landed Estates Court, and bought by a new purchaser, who paid the former owner the purchase money for these improvements, would you bring such a purchaser under the same rule?—That is a very difficult case. On the whole, the purchaser must have been taken to have bought the estate with all its liabilities.

4137. Mr. SHAW.—And with a rent on it?—Yes.

4138. The O'CONOR DON.—Suppose the former owner had raised the rents before the purchaser bought the property, and that the raised rental was due to the tenants' improvements, which the purchaser had paid for, would you consider that in any readjustment of rent the tenant would have a right to claim a reduction of rent because he had made the improvements himself?—I do not think it is possible to settle this land question without doing injustice here and there to some parties, and what you have to consider is how you will do the greatest justice on the whole. It will be necessary in some cases to deal hardly with the purchasers in the Landed Estates Court, in order to deal fairly with the tenant. If you can compensate them it should be done, but if you cannot, the interests of the tenants are paramount, they are the mass of the people of the country, and it depends on the tenants' good will, and the tenants' disposition to support the law, whether it is to be a civilized country, or what it is at present, a barbarous country. Therefore, the tenant is to be first considered. Compensate the landlord if you possibly can. Let the party who pur-

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chases the benefit compensate him if possible; if not compensate him out of Imperial funds.

4139. But you think such a landlord would have a just claim for compensation?—I cannot say I have considered that point, and I should rather not express an opinion on it in a hurry.

4140. Mr. SHAW.—It is hard to say who should compensate him—whether the former owner who get the money, or who?—Yes.

4141. CHAIRMAN.—You think if it is done in the interests of the State; that is arising from what may be called a State department like the Landed Estates Court; the State ought to make compensation?—I should rather not express an opinion on that point for I have not considered it fairly.

4141A. Mr. SHAW.—Have you seen the suggestion as to the establishment of a Commission to carry out these sales under the Bright clauses in future to the tenants as an intermediary between the landlords and tenants?—I have to a certain extent considered the suggestion. I think it would encounter serious difficulty, but I do not think the Bright clauses can ever be brought to operate properly without something of the kind. The landlord and tenant cannot deal together.

4142. This Commission would be a good means of considering those equity matters that crop up on those estates constantly?—I confess I should rather not see any attempt to carry out a system of brokerage in that way between landlord and tenant by commissioners. I should prefer it should be entrusted to some very small body of men like land agents and not to a Government department.

4143. It is not supposed to be a Government department, but a Commission of such men as you suggest?—I don't think I would invest them with any sort of legal powers, except the power to purchase estates and sell them in detail to the tenants.

4144. No but merely empower them to make terms with the landlord for his estate in the first instance, and then to break it up into small lots for sale to the tenants?—The way in which the scheme could be worked satisfactorily I think is this—if you had a small number of men, say a valuator and an agent, or a couple of valutors and agents.

4145. And a lawyer?—Yes, and a lawyer. Then the valuator should go down and inspect the estates for sale in the Landed Estates Court, and report to the Commission his opinion of their value, and thereupon the Commission should buy the estate when there was a favourable opportunity of doing so, and where they could buy in for the State without being imposed on. It would of course require judgment to be exercised.

4146. CHAIRMAN.—Do you think they should also undertake the questions of valuation between the landlord and tenant?—No, I think they would have enough to do in their own department without undertaking that work. They should be simply brokers in the way I have mentioned.

4147. Mr. SHAW.—They should have a large staff to appoint as arbitrators between the landlord and tenant?—They might have a number of skilled men to act as arbitrators, but I don't think they would require to have a large staff for the purposes of the Bright clauses. I think one man would be sufficient to carry out the purchases under the Bright clauses.

4148. There would not be many disputes, you think?—I think we are travelling from the point started as to the Commission. I do not think a Commission appointed to act as brokers between the landlord and tenant, should travel outside its own department, but I think the Land Court might advantageously call upon the valutors attached to this Commission, and use them for their own purposes if they had time to spare, for they would naturally acquire considerable experience of the value of land, and the estates in the country.

4149. You think it would be an advantage to multiply the number of owners of land?—Undoubtedly.

4150. And to get as many farmers as possible to become owners of their own land?—Yes.

4151. How low would you put the limit on that?—I see no reason to put a limit to it, for judging from my experience I think some of the best farmers would be found amongst those who hold an acre or an acre and a half at present. I speak from experience of them in my own county.

4152. Your recommendations are the result of study and observation?—Yes.

4153. And you make them as a landlord yourself without any fear of their interfering unduly with you or injuring you?—As much in the interests of the landlord as the tenant.

4154. And you have no doubt what you suggest would materially aid in the improvement of the country?—No doubt, whatever.

4155. And lead to the satisfaction of the people's minds as a general rule?—I have no doubt about it whatever.

4156. Mr. KAVANAGH.—Have you known of many evictions having taken place in your neighbourhood?—You mean evictions otherwise than for non-payment of rent?

4157. Evictions by the landlord?—I have known of a good many for non-payment of rent, but I don't think evictions for other causes common. I have had occasion myself to evict for non-payment of rent or to compel tenants to sell.

4158. You have not known many other cases?—No, I think not, in my part of the country.

4159. If so why would you suggest an increase in the penal clauses of the Land Act?—For this reason I think although the tenant is practically throughout the greater part of Ireland with which I am acquainted, in a position of considerable security as regards eviction if he pays his rent, he has not the same security as to his rent, and I think an improving tenant is liable (in fact I am perfectly certain it is done) to have his improvements taken from him, wholly or in part, by having the rent raised. I do not think the power conferred on the court by the Land Act is sufficient to prevent what all good landlords admit is an unjust thing.

4160. We had a gentleman examined here the other day, himself a chairman, Mr. De Moleyns, who rather agreed that if the chairman had power not merely to give the tenant compensation, but to prevent his being put out, to order that he should remain on the land, it would be better?—I think that would probably meet the difficulty; but my objection to that is that it would be travelling outside the principles of the Land Act, and therefore it would be difficult to pass in Parliament.

4161. Baron DOWSE.—If it could be passed, you would think it right to do it?—I think so.

4162. Mr. KAVANAGH.—You don't object to the interference with the rights of contract?—I do object to interference with contract, but I think in some cases, in the actual condition of Ireland, it is necessary. I regard it as a most unfortunate necessity.

4163. Do you think it is necessary in the case of these wealthy large men to whom the clause gives the power of contracting themselves out of the Act?—I think in some cases it may be necessary. I think there is no sufficient reason why what you may call large tenants—I don't mean very large capitalists, but tenants say up to £100 a year or over £100—£300 or £400 a year—should be discouraged from improving their farms. I think it would be a great hardship if they were not protected by the law. As long as the landlords possess the power of raising the rent indefinitely—practically they possess that power—the tenant's improvements are not safe.

4164. I never have contracted myself with any tenant that he was to put himself outside the Act, but it appears to me where you have a wealthy man in an independent position, it is rather, I may say, a slur on his intelligence to say he is not capable of making an

arrangement with his landlord?—I do not see, as I have already said to Baron Dowse, what harm you could do by bringing that man under the Act, and allowing him to take advantage of it if he likes, because any court will take into consideration the fact that a man is in an independent position when it comes to deal with him.

4165. But it is not to enable him to take advantage of the Act if he likes that you propose, but to make it compulsory on him to take advantage of it?—I think it is better a man should not be allowed to contract himself out of the Act as a general rule. There may be exceptions to it.

4166. I am speaking of the class of large tenants generally?—I am sure £50 is much too low.

4167. That is a question of degree, but you do not on the general principle object to the interference with the rights of contract?—Having regard to the circumstances of the country, I do not see that interference would work any harm.

4168. Baron Dowse.—You think desperate diseases require desperate remedies?—Yes, I look upon the state of Ireland as almost desperate.

4169. Mr. KAVANAGH.—You hardly look upon that state of disease as existing amongst those wealthy men?—I am by no means certain of that. If you look to the constitution of farmers' clubs and the class of men at present engaged in the agitation you will find a considerable number are men in that position, and I don't think it is desirable to encourage these persons to continue in a course of agitation, and I am quite sure a great number of persons, paying over £100 a year, are as much in a position of dependence as others, and many of these are inclined to improve their farms. But as to where you should draw the limit, that is a question on which I give no opinion.

4170. As to the general extension of real Ulster tenant-right you would be in favour of that where it could be done without palpable injustice?—Yes.

4171. What are the cases you consider cases of palpable injustice?—I can give you an instance. Take an estate on which the Ulster custom has been prohibited for generations past. There are such estates, and they are often very well managed, but this rule has been enforced, and money has not passed between the outgoing and the incoming tenant with the knowledge of the landlord; I think it would be an injustice to saddle that estate with such a custom without some sort of compensation to the landlord, but I don't think it would be an injustice to saddle it with the custom on the assumption that you can make the landlord compensation.

4172. Baron Dowse.—Could you not give him that compensation by an increased rent?—Yes, in some cases where the land could bear it.

4173. And in some cases you could not?—In some cases you could not; for suppose a case where the estate is let at its full value, and we must assume that as a rule estates are so let, if this rule were applied in a case like that, the landlord would naturally say, "No, thank you, I do not like your compensation, it is no compensation at all." Here is a tenant who pays £100 a year, and you say to the landlord, "Get £110 a year from that man by way of compensation" for introducing this system which he believes would injure him. I believe it would be a great hardship to force the landlord to take the compensation in that form. He may be able to get his £100 a year, but he may not be able to get his £110.

4174. It would be placing him in an invidious position?—Yes, I think so.

4175. The tenants on these estates when the custom does not exist have a feeling of uncertainty, and what remedy would you give them?—If you find you cannot with justice introduce the system you

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4176. Improving the scale?—Yes, and giving more power to deal with such cases; but I think it would be much better (if it could be done without real injustice to the landlord) to put them under the Ulster custom; and, when I say injustice, I mean pecuniary injustice, for you cannot put a value on landlords' feelings.

4177. Mr. KAVANAGH.—I am afraid it is past that now?—Yes.

4178. CHAIRMAN.—You think the result would be that it would become very general from the examples you have seen of how it worked?—I think it would. I think the landlords who prohibit sales on their estates do so very frequently, not because they believe it is their interest to do so, but because they believe it is a bad thing to introduce, and, in prohibiting sales of farms, they act on the highest principles. I know that is the case with several landlords with whom I am acquainted—if they do not allow it, it is because they believe it is injurious to the country, and not because it is injurious to themselves. I know that many landlords have a great objection, and, I have no doubt, an objection, to some extent well-founded, to the Ulster custom. I believe there are many objections to it, and that you will be told so in Ulster when you go there.

4179. Mr. KAVANAGH.—Don't you think there are parts of the West and North that are over-populated?—The Western coast and the Northern coast are very much over-populated, having regard to the nature of the soil and the means of living.

4180. Would it be desirable to relieve the population in some way?—It might be desirable to consolidate the holdings; but I cannot see how that could be done by any scheme of emigration. I am inclined to think, if you could introduce a system, by a change of law or otherwise, by which there would be plenty of employment given generally throughout Ireland, you would find that these poor people, who are congregated there in a state of absolute poverty, would find employment in other parts, and they would move backward and forward to earn money, just as they do at present by going over to England. I think in that way they would be able to support themselves very well.

4181. How would you start to do that?—By settling the Land question.

4182. Do you think that that would give employment?—I do, largely; for I believe, if you could establish a sound system of land tenure, the result would be so large an improvement in the country that the other questions would solve themselves. The questions concerning condition of the labourers and the state of their dwellings and emigration would before long solve themselves.

4183. The O'CONOR DON.—Isn't it something in that way these people support themselves already—by going away to England and elsewhere to work?—No doubt.

4184. They go to England every year to work?—Yes.

4185. Baron Dowse.—And is it not a fact that one of the great causes of distress in the West was the want of labour demand in England?—No doubt, that contributed largely to the distress of last year, but a great part of the permanent distress is due to ignorance and apathy. A great many of the people who live in apathy and idleness and dirt in those parts might get employment if they were sufficiently enterprising and educated to do so.

4186. CHAIRMAN.—They have no idea of any world except their own homes?—A great many of them, I am sure, have not.

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Arthur
Hamill, Esq.,
Q.C.

ARTHUR HAMILL, esq., Q.C., examined.

4187. The O'CONOR DON.—You are the County Court judge for the counties of Roscommon and Sligo?—I am.

4188. And before that you were Chairman of some other counties?—I was for the West Riding of Cork. I was appointed Chairman of the West Riding of Cork in July, 1869, I was transferred in February, 1872, to Roscommon, and under the County Court Act, 1877, I was, in June, 1879, appointed to the union of Sligo with Roscommon.

4189. You are not Chairman then for the whole county of Sligo?—Yes.

4190. I thought you said the Union of Sligo?—The union of county Sligo with Roscommon.

4191. Do you mean the union of the two counties?—Yes, under the Act of Parliament Sligo and Roscommon are bracketted together. I have no memoranda of the cases heard by me under the Land Act in the West Riding of Cork. I have a recollection that there were a considerable number, and I don't believe that any were appealed from except one—that is that in the decisions I arrived at no appeals were taken except in one case.

4191A. What has been about the average number of cases in the county Roscommon where you were longest?—I wrote to my deputy clerk of the peace to give me a list, and I find that from 1872 till the present year I heard and made rulings in 190 cases.

4192. Baron DOWSE.—For how long?—From 1872 till the present year, 1880. I have endeavoured to summarise these as well as I can, and I will state the result. Of those cases thirteen were appealed, two were struck out before the Judge at the Assizes, the parties having entered into an agreement to exchange land.

4193. Mr. SHAW.—Was this all in Roscommon?—I am speaking only of Roscommon at present.

4194. And not of Sligo?—No, I will speak of it in a few moments. Four of my decrees were reduced in amount. Three of the sums were small, and I will refer to one of them by-and-by which was reduced considerably in amount. One was increased in amount—not very largely. Two were affirmed altogether, and four were withdrawn before the hearing came on before the Judge. The case that I referred to in which the amount was decreased considerably was one which has made me form an opinion that, to make the Land Act more useful it might be improved in one or other of two ways. I had in the case I refer to awarded—after deducting the rent that was due and other things—a sum altogether of £495 17s. 2d., and upon the hearing, it was reduced to £312 17s. 2d., making a difference I think of about £183. The learned Judge who tried the appeal did not take the same view that I had taken with regard to improvements that had been made by the tenant. The tenant's evidence before me was to this effect—that many years back the predecessor in title of his then landlord had thirteen tenants upon what he, the tenant, had made into one farm—that it had been in twenty-six fields—that he had removed ditches and home-steadings—that he had purchased the tenants out for £364, and he had brought all this land into cultivation in five fields—that he had fenced it well, and had made substantial improvements in that way. I allowed him £364 10s. 6d.—the sum he had paid the outgoing tenants with the sanction of the then landlord, and the learned Judge who tried the appeal confirmed that. I allowed several sums for improvements for what I thought were perma-

nent improvements, and reclamation of waste land, for the ditches were removed and the little hovels and the little streets round about—all were taken away, and the plough made to run through the ground, and all brought into cultivation. The learned Judge did not concur with me, and my decree was reduced by £183. It does occur to me that if that principle of Ulster tenant-right, free sale to an unobjectionable tenant could be introduced into other parts of Ireland, it would be a very important element in satisfying the public mind, and it would have satisfied this tenant, for I am sure that any incoming tenant would have given £600 for his holding. I refer to that case with that object, and I also refer to two cases that occurred in Sligo.

4195. Mr. SHAW.—Was the other case an ejectment for non-payment of rent?—None of them were for non-payment of rent.

4196. Baron DOWSE.—It was on notice to quit?—On notice to quit.

4197. Mr. SHAW.—And was the man turned out?—The man was turned out, and his landlord is in possession. The two cases that I refer in Sligo to were of this character. Two men who were farmers were served with notice to quit, then with the ordinary ejectment, and then came on the land claim. In those two cases I remember that I allowed the fullest amount I could give for disturbance. I allowed them a fair amount for buildings and lasting improvements, and if I could have gone beyond the seven years, in these two instances, I would have done so. Before me were put two pass-books, one for each of the tenants. The receipts for rent were marked from half-year to half-year, in the pass-books, regularly showing for several years, perhaps for eight or nine years, the payments made by them of rent continuously, and they appeared to me to be the best paying tenants I ever saw. No one half-year was permitted to overtake the second—before November the May rent was paid, and before May the November rent was paid. I am of opinion if the third clause, which is the disturbance clause, could be enlarged, it might be done beneficially. I have taken the liberty of putting my view of this clause on paper. I think if the compensation for disturbance was increased to the extent of ten years of the annual rent, instead of the seven years, it might be beneficial.

4198. The O'CONOR DON.—You would propose a new scale?—Yes, an increased scale.

4199. In these cases you have alluded to, were the landlords purchasers under the Landed Estates Court, new purchasers?—The first case I spoke of was.

4200. In that case was the landlord a tenant-farmer himself?—He or his father had purchased the fee.

4201. He was in the class of life of a tenant-farmer?—He was a man who worked his own farm. He would not be called a tenant-farmer, but a gentleman-farmer of his own land. I should mention that in this and another case dual claims were put before me, one on the Ulster tenant-right, and the other, assuming that to fail, upon the statutable right given by the Act of Parliament. After hearing the first case for a whole day, I was of opinion that the claim under the Ulster tenant-right had failed. The parties rested satisfied with my decision, and did not take it further, although I suggested an appeal.

4202. Have there been any cases in Roscommon or Sligo in which a claim analogous to the Ulster custom has been established?—Not before me; only what I have stated.

4203. Has a claim been put in under the custom in many cases?—In the two cases I have referred to, and they were against the same landlord. They both failed, as I have stated, the evidence not supporting them.

4204. Are you referring to cases in Roscommon or Sligo?—In Roscommon. A great many of the cases that came before me in Roscommon were by landlords seeking to raise rents; 126 of the cases I have mentioned were to raise rents. I was told that from the year 1873 on there had been a great deal of prosperity among the farming classes in Roscommon, which is principally a grazing county. Farmers got large prices for their cattle, and landlords thought they got too little rent for their land. When those cases came before me I saw that the tenants were not willing to leave their lands but wanted to have an adjustment of the rent. I had no power to do that. One party would make a proposition that he would take so much, and the other would say he would give so much, and they finally said they would refer it to me, and I at their request heard what they had to say, and assisted to settle the matter as an arbitrator, not as Chairman. I drew out a memorandum, putting down the tenant's name, the Poor Law valuation, the actual rent, then the rent claimed by the landlord, the rent the tenant offered to give, and I took the evidence of the valuers on both sides, as to what would be a fair adjustment.

4205. In that way were you able in many instances to settle the matter amicably between the parties?—I believe in those 126 cases the parties left the court satisfied, and I have not heard of any dissatisfaction having been expressed. I strove, if I possibly could, as I believed it to be within the policy of the Act, to fix the people in the soil, and I made it a condition, as far as I could, before I interfered, that the landlord should give a lease, so as not to have the tenant harassed from time to time with notices to quit, and as the result of that I find that eighty-four leases were given by the landlords to the tenants. One for fourteen years; seventy-five for thirty-one years; two for forty-one years, and six for sixty-one years. They were not all granted upon an increase of rent. Some were without any increase. I remember on one gentleman's estate, on which I think there were at least thirty leases. I made no increase of the rent for the land for which the tenant paid rent. But there was a quantity of bog on the estate, and bog though valuable in some places, is not so valuable in that part of the county, and seeing the wish of the people to remain on their farms, I made it a condition that each tenant might take a portion, say from two to eight acres of the bog, paying at the rate of 7s. 6d. an acre for it. He would have the grass that grew on it, and the right to cut turf, and when he came to the sole of the ground could turn it into agricultural land.

4206. Which they could reclaim?—And which they did, and that increased the bounds of their farms. I found all the people ready to accept those terms. There was no increase in the rent of the land they held previously, but if a man took two acres of bog, he saddled himself with 15s., that is 7s. 6d. an acre in addition to his rent, but he got it included in his lease, and he might not take it if he did not like. I believe that worked satisfactorily. I have heard no complaints about it.

4207. Could you give the name of the landlord in that case?—Mr. W——

4208. You made the arrangement with the full consent of the landlord?—Yes, with the full consent of the agent, who was his brother; with the full consent of the professional gentlemen, and the full consent of the tenants, and they all signed the book in which I entered the consent. Knowing that the giving of the lease was a subject of expense to the tenant, as the landlord's solicitor usually draws the lease, or if

the tenant does it he is obliged to give a fee of two guineas to the landlord for approval, I made this stipulation, that a common form of lease should be settled, and that the solicitor on the other side was to get a certain sum for the approval of the different leases, and, in order to avoid what I found very prevalent in the western counties, disputes as to boundaries, I required a map to be put on each lease.

4209. Baron Dowse.—You gave yourself an enormous amount of trouble in the matter?—I thought it my duty as the county Chairman to make the people content if I could. In these cases there was an increase of rent in about sixty-one of them, and no increase in about sixty-five, except as to the thirty about the bog that I have alluded to. It struck me that there ought to be a tribunal to fix and adjust fair rents. The 28th section of the Act refers to owners under disabilities who have only a leasing power of thirty-five years, I think that that term is too short. I would make it ninety-nine years. I would also say that if a landlord brought his tenant into court for the purpose of raising his rent, the Judge should have the power to force the landlord to give a ninety-nine years lease, so that the tenant would not be annoyed with notices to quit, or claims of any kind.

4210. The O'CONOR DON.—As a general rule have you found the landlords and tenants ready to accept your arbitration in the manner you say?—Yes. I think they exhaust themselves out of Court, and when they come to Court they listen to terms that they would not do outside.

4211. Baron Dowse.—Each of them is anxious to get some one to make a proposition, and when they come to court they say—"Here is the Judge"?—Yes. I have found the professional gentlemen in Roscommon always inclined to assist me. I have found much trouble settling little easements about rights of way and water.

4212. CHAIRMAN.—Rights of water?—Yes.

4213. Baron Dowse.—And boundaries between farms—the frontiers?—Yes.

4214. The O'CONOR DON.—In what proportion have you awarded the maximum of the existing scale? Do you mean on the disturbance clause?—Yes, I could not tell you. I think I have awarded the maximum scale in six or seven cases or more, and then less when I have found the tenant unreasonable, and it is something in that way, that gives to a Judge a certain power to make arrangements.

4215. Baron Dowse.—Your successor in the West Riding of Cork, Mr. Ferguson, was examined here and he said he would like to have the power of putting on a penal sum by way of compensation, in order not to make it worth a landlords while to evict?—That is enlarging the disturbance clause, but expressing in a different way from what I do.

4216. You would like it so settled that you could practically deal with the question?—Yes. This scale contains my idea.

The witness handed in the following extract:—

33 & 34 Vic., c. 46 (1870), Clause 3.

Holdings valued at £10 and under, a sum not exceeding 10 years rent.
Above £10 and not exceeding £30, a sum not exceeding 7 years rent.
Above £30 and not exceeding £50, a sum not exceeding 5 years rent.
Above £50 and not exceeding £75, a sum not exceeding 4 years rent.
Above £75 and not exceeding £100, a sum not exceeding 3 years rent.
Above £100 and not exceeding £150, a sum not exceeding 2 years rent.

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Compensation under this clause not to exceed £350.

Provided that no tenant of a holding valued at a yearly sum exceeding £30 and claiming more than 5 years rent; and no tenant of a holding valued at a yearly sum not exceeding £30 and claiming more than 6 years rent shall be entitled to make a separate or additional claim for improvements other than permanent buildings and reclamation of waste land.

No ejectment for non-payment of rent to be entitled to compensation.

4217. Mr. Ferguson told us of a case where a landlord disregarded any sum that could be awarded against him for compensation, and turned the man out because he knew he was going to get a larger sum from the incoming man?—But did he.

4218. He did, and he turned that man out too, for he was going to get a larger sum from tenant No. 3. Have you come across anything like that?—No. There was a case in which I gave, and I thought properly, a very large amount for buildings and disturbance on a three acre farm. It startled some people at the time who did not know the circumstances. The farm had originally consisted of six or seven acres, but the railway to Sligo ran through it, leaving three acres on one side to which the tenant had no access. The landlord got that into his own hands, and the tenant held the other part with the house on it, and that house was unsuitable for a three acre farm, but I considered the building was not unsuitable considering the original position of the tenant, and I gave the full amount of compensation. The people commented upon my decision. The landlord I was told said, "I can get that amount from another." I thought he had got a new tenant, but at my last sessions I was told "The landlord could not get the other man to buy, and the old tenant remained."

4219. The O'CONOR DON.—Do you know of any case of a tenant of a higher class seeking compensation in a lower?—No. That has not come before me.

4220. What do you understand by predecessor in title. Had you any difficulty as to that?—No, I had no trouble in regard to that. I had some cases of predecessors in title before me.

4221. Baron DOWSE.—It is plain enough in the Act of Parliament?—I think so. He is to get the benefit of the work of the man who preceded him in the place.

4222. The O'CONOR DON.—I think you interpreted the term "waste land," in one way, and the judge on appeal in another?—I think it is only fair to give the judge's own words. I wrote to the Deputy Clerk of the Peace to get the particulars. The learned judge omits it in the items he gives compensation for. He states: "And that the other amounts be reversed, sufficient evidence not being given as to their being permanent improvements, and being done over and above twenty years."

4223. Have any cases arisen before you under which the 9th section of the Act has come into operation as to exorbitant rents?—No.

4224. And no claim was ever made under that section?—No claim has been made by a tenant before me to reduce rents. The actions have been by landlords to increase the rents.

4225. Do you think the existence of that section in the Land Act has had any effect with regard to rents?—I can only speak from my own experience. Other gentlemen may have had experience to that effect.

4225A. Baron DOWSE.—Do you think that the Land Act as a whole has discouraged evictions?—I think it has. I think it has been of great benefit. From what I have been pointing out, it has struck me that with the amendments it would be a greater benefit.

4226. Was it not a benefit to give him compensation for improvements?—Certainly.

4227. Doesn't it give a man a benefit that by law before he could not get?—Yes, and the landlord having to pay for disturbing a man discourages him from evicting even in prosperous years. It would have been done more frequently but for the Act. I understand that in the prosperous years, commencing about, perhaps, 1873, and ending in 1877, the man who bought a bullock or heifer at £10 or £12, by feeding his cattle on the grass, would sell them for £18 or £20, and sometimes more, without any labour or any outlay or expenditure, except the keeping of them on the grass. Of course for the last two years it was the very reverse. Last year they bought in April or May, and after feeding the cattle they sold them at the same price.

4228. How do you account for that; because you and I pay as much for beef as ever we did?—I look upon the failure of the potatoes as the last straw that brought on, as it were, the famine of this country in the west. I believe that for two years the people in the west have been suffering in this way, that farming business in England had failed. There used to be a large influx into England of labourers from Mayo and Galway and Roscommon, and parts of Sligo, in the previous years before 1878. In 1878 they went over to England, and they came home, not making their expenses, and sometimes at a loss. In 1879 I don't think they went at all. It was out of the earnings they used to make by themselves and their children that they brought home formerly what generally paid rent for their rough land. They had potatoes then to feed their families, and they generally had a few pounds left. I think the failure here was mainly caused by the circumstances in England.

4229. How is it that the cattle did not bring the same price here as before?—Because there was not the same demand.

4230. I am not aware that the prices fell at all?—You refer to butcher's meat. You should speak of what it is in the English market—the wholesale price.

4231. CHAIRMAN.—Was there not a good deal of American importation into the country?—Yes; that affected it a great deal too.

4232. Baron DOWSE.—Is it a fact that the bad weather interfered with the cattle being in flesh?—Yes. We are told that the grass was not so nutritious, and that it required heat, such as we have now.

4233. The O'CONOR DON.—From your knowledge of the county Roscommon would you say that the rents are high over the whole county?—I cannot say about that. I can only speak of cases that came before me. I can say this fairly, that I only know of one or two cases of evictions, at the outside, from the large estates.

4234. And nearly all the cases were those of small proprietors?—Yes.

4235. And generally, I suppose, the cases of persons who had purchased in the Landed Estates Court?—I don't know that.

4236. Baron DOWSE.—Were not many of them people who looked on the land as a commercial transaction, and who bought in the cheapest, and sold in the dearest market?—Yes; I don't think that anything of that kind has occurred on The O'Conor Don's estate, nor on the estate of Mr. Sandford, nor Colonel King-Harman's, nor Mr. Pakenham Mahon's, nor on other of the large estates in the county. I remember one case, on Colonel King-Harman's estate, and although I decided against him, the circumstances were to his credit. The circumstances were these:—A father died, leaving his wife, and son and daughter, and he had got a promise from Colonel King-Harman to give the farm to his son, and in carrying out that promise Colonel King-Harman gave it to the son. The widow, for some reason or other, was dissatisfied, and she made a claim under the Land Act, and I was obliged to award her compensation under the Land Act, for

although the arrangement was honourable to the Office (as it is called), I could not regard it.

4237. There was nothing, however, discreditable to Colonel King-Harman in the transaction?—No; quite the contrary. He gave the land to the son, a member of the family, according to promise to the father, and then he paid the compensation afterwards.

4238. The O'CONOR DON.—Had you many cases during the last year for ejectments for non-payment of rents?—A great many. I did not ask the Clerk of the Peace to give a return of the number, for I did not think it was within the scope of the inquiry, but I could get it. I only asked him to give a copy of the different ejectments that came before me from 1872, on notices to quit or title. Here is the return. (The following return was handed in by the witness):—

COUNTY OF ROSCOMMON.

NUMBER of EJECTMENTS brought for Overholding and on Title, and heard at Quarter Sessions held in this County, and how disposed for the years following, viz.:—

Year.	Heard.	Decreed.	Dismissed.	Nilled.	Adjourned.
1872	13	13	—	—	—
1873	42	33	7	2	—
1874	40	35	3	2	—
1875	52	42	8	2	—
1876	48	32	9	6	1
1877	60	45	10	3	2
1878	79	46	6	3	24
1879	20	17	2	—	1
1880	13	10	3	—	—

4239. Baron DOWSE.—Is that altogether for Roscommon?—Yes.

4240. In every case in which you gave a decree were they land claims always?—Yes, always. The Judges made a rule, and a very beneficial and proper rule, to the effect that the moment a notice to quit was served, it was a point of disturbance upon which you might file a land claim. At first the people thought that a notice to quit would not be acted upon, and they held back; then the ejectment came: and when I found that the land claim was not filed, I used to postpone execution until the following November, in order that the tenant might take up his crop and file a land claim.

4241. Do you think it right to turn a man out before he gets his money on his own improvements?—No; I think the Act of Parliament contemplates his being paid before being turned out.

4242. There was a case mentioned here in which the tenant was turned out, and the landlord was obliged to lodge the money in court?—I believe that if he appeals, or there is a dispute in the matter, that is what he is to do.

4243. CHAIRMAN.—Don't you think that the execution should be suspended until the appeal has been heard?—I would do so; and I have done it myself.

4244. How would you do so in that case?—I have always suspended the execution. I have found more difficulty in determining the value of the crops on the ground, and items under the head of manure and tillage, than anything else; and I have said I will put this all at rest, and told the tenant—"You say this crop is of such a value," and the landlord says it is of no value. The proper course is for you to keep and take it all away; and I will not issue the execution until November, when you should have it away.

4245. Baron DOWSE.—If something of that kind is not done, a man might be turned out on the world without a penny in his pocket, or a place on which to lay his head?—Yes. There may be an appeal, and if the execution issues, a man may be turned out, and although the money awarded may be his, he cannot touch it.

4246. And if the appeal succeeded the money might go back to the pocket of the man who lodged it?—Yes.

4247. The O'CONOR DON.—Are there any cases in the county Sligo that you would wish to mention?—No; only the two cases of the pass-books, where I think the rents were entered up for the last nine or ten years. I never saw such punctual payments made before in any case.

4248. Mr. KAVANAGH.—What is the name of the landlord?—He was a small owner. I don't know who he was.

4249. Was he a middleman?—I don't know.

4250. They are all small landlords who purchase in the Landed Estates Court?—I could not say that. I remember that the landlord I have referred to was twitted by the gentleman acting for the tenants, and asked whether he had not attended this land meeting and that land meeting, he would not answer the question. I thought when the statement was made, and not contradicted, that it was so.

4251. The O'CONOR DON.—In cases of ejectment for non-payment of rent, is there more than one year's rent usually due?—I have known of a good many cases where there was not more than a year's rent due. I think that where it is a tenancy from year to year the legislature should say that until two years' rent are due there should be no ejectment for non-payment. I find that a great many of the ejectments were for one year's rent.

4252. Baron DOWSE.—Are you aware that some legislation took place some years ago when you and I were working at the Bar, under the name of being beneficial, which was quite the reverse? Do you remember Deasy's Act?—Yes.

4253. Did that facilitate ejectments?—Yes. I think it was the 14th and 15th Victoria first gave power to eject in the Civil Bill Court, where there was no lease. Then the 23rd and 24th Victoria, ch. 154, came into operation. I would say, if it were made that two years' rent should be due where there was no lease, it would prevent what I have felt very much, at June Sessions, decreeing men for a year's rent due in May—the May immediately preceding—when any gentleman who knows what land is, knows that of all periods of the year when the tenants are least able to pay, are the months of May and June. It is the time of the going out of the old season, and they are looking for the new potato in July. Something of that kind might be very beneficial. If one reverted back to the old system before the 14th and 15th Victoria, chap. 57, there was no right in the landlord to evict for non-payment of rent, unless by lease or note in writing, landlords might be willing to give leases.

4254. Before the 14th and 15th Victoria, an action for ejectment could not be brought unless there was a minute, note, or memorandum in writing. The 14th and 15th Victoria facilitated the landlord, by enabling ejectments to be brought in the Civil Bill Court upon a parole letting. That was extended then by the tenant's friends by the 23rd and 24th Victoria, chap. 154, to the superior courts. That was called Deasy's Act, or Cardwell's Act, and these are the things that Mr. Russell mentioned in the House of Commons that people did not generally know. In England at present an action of ejectment for non-payment of rent cannot be brought unless there is a minute or note in writing?—Up to the passing of the 14th and 15th Victoria the law in both countries was the same, and the exceptional law for Ireland at first confined actions to the Civil Bill Court, and the amount to £100. Then came the 23rd and 24th Victoria.

4255. Then it is said that the Land Act shifts the balance, and gives the tenant more benefit than he has in England?—Yes.

4256. The O'CONOR DON.—Is there any other point you would wish to mention?—Nothing, except this, which I think is beyond the scope of the Land Act

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entirely. I have thought that something should be done with absentee landlords, and the very lowest thing that could be done with them might be this—to impose on the absentee landlords the liability of paying all county cess, all poor rate, all income tax that the tenant paid. It would be a very small tax upon him, but something to his tenants.

4257. Baron Dowse.—Are you acquainted with Ulster?—I know something about the north-east.

4258. And you are an Ulsterman yourself?—I am.

4259. You know something of the Ulster tenant-right custom?—I know it, but not judicially.

4260. Assuming the Ulster tenant-right to be a right of occupation at a fair rent, a man not to be turned out so long as he pays his rent, and with power of free sale, do you think it would be beneficial to amend that by some means of ascertaining the rent between landlord and tenant?—Yes.

4261. So as not to have the custom eaten up by increase of rent?—Yes; the custom was here and there different, and generally upon a transfer there was a claim made to raise the rent upon the incoming tenant. That was at the arbitrary will of the landlord, but I think there ought to be some tribunal to settle it.

4262. Do you think a tribunal such as you have pointed out in your own instance would work well?—I think it would. There is always in a court like the Chairman's the invaluable right of appeal. Where the best evidence, and the best legal and professional aid could be got before the Judge of Appeal.

4263. Supposing the Ulster tenant-right was amended by having that done, do you think it would be beneficial to extend it to the whole of Ireland?—I think so.

4264. Do you think it would be an improvement on the Land Act?—I think it would. I think it ought. I think if there were the means of adjusting the rent, that, then, with the right of free sale and fair rent the tenant ought to be satisfied.

4265. Now the tenant as a rule does not want to be put out, but would rather stay in his holding?—My experience is he does not want to be put out.

4266. In your experience as a barrister and as a judge, can you say who makes the improvements in Ireland?—As a rule the tenant does.

4267. Suppose the landlord makes the improvements would it be a hardship to extend the Ulster custom to his case, provided you take the improvements into consideration, and give the rent accordingly. Supposing there is an estate A on which the landlord makes all the improvements, and there is an estate B on which the tenant makes all the improvements, and there was a dispute on both as to the rent, do you think that the landlord who makes the improvements should get a higher rent?—I think so. If a landlord builds a dwelling-house and outhouses, he should surely be allowed it in the rent; and if the tenant does these things, he should be allowed for them in the settlement of the rent.

4268. In the generality of cases in your experience as a judge, did you find that the large landlords who had a good name to lose, were generally liberal to their tenants?—Yes.

4269. And as a rule not putting the tenants out at all?—Yes. If they do put a tenant out they will give a very good reason. When I was Chairman of West Cork I do not remember any case of eviction on Lord Bandon's estate. I remember one or two cases between middlemen who held under him and their sub-tenants. From Lord Bantry's estate only one case came before me, and his lordship paid the amount I awarded. I remember having heard he was told to appeal, and he said "No; I think the Chairman has acted rightly;" and he paid the amount. That is the only case I remember on the two estates, and they cover 80,000 or 90,000 acres, or more.

4270. Mr. Shaw.—It is much more?—I don't remember any other large landed proprietor bringing any action of ejectment before me there.

4271. CHAIRMAN.—I believe there was a considerable decrease in the number of ejectments on the title in 1879 and 1880?—There was.

4272. Was there a corresponding increase in the number of ejectments for non-payment of rent?—I have not got the return, but I will get it. My impression is that there was. If you wish to have the number of ejectments in Sligo for the last year—for I have only been a year there—for non-payment of rent I can get it for the Commission. I know that there were upon one occasion a great many in Sligo, and we had a long day's sitting, and I believe the result was that the parties left Court, as I understood afterwards, having come upon terms of arrangement something like what was suggested to them in Court.

4273. Have you postponed execution for two years?—I will not say two years. I have only exercised it up till November or perhaps a little longer.

4274. Now have you anything to say as to cases of eviction for non-payment of rent, and the question of compensation to the tenant of any kind beyond his improvements?—Well, I declare if the rent is a fair rent, and you give the man the power of free sale you would not require to consider that question at all. Suppose he does go out for non-payment of rent, and does make improvements, he would be entitled to the improvements *minus* the rent. His failure to pay the rent arises not from the fact of the quality of the land, but from some personal defect of himself, or of those who work his land.

4275. Baron Dowse.—Suppose that by the act of God, a bad harvest, or the like, the tenant had no return out of the land, would you take that into consideration if the landlord was evicting?—I would. Until this last year I would not. I have named two years' rent for the purpose of providing for a bad season; that is partly my object. I remember the distress in 1848, but I was not in the way of considering it in the position of either landlord or tenant. I did not understand much of these things at that time, but since 1848 to the present time I never knew a season like the last.

4276. You would give the tenant, even if he owed two years' rent, if he made improvements on the land, you would give him the value?—Yes; I would give him the value of a house if he built it, *minus* the rent.

4277. *Minus* a proper deduction?—Yes.

4278. CHAIRMAN.—Has not a tenant from year to year a more or less valuable interest in his holding?—I think he has more or less, according as he tills the land and puts manure into it, and makes it suitable for farming occupation.

4279. Over and above the question of tillage and improvements?—In Ulster they have what they term a tenant-right, which means the privilege of selling their place.

4280. Baron Dowse.—That is, the good-will of the place?—Yes.

4281. CHAIRMAN.—If he loses that should he not have to put it against the rent?—Yes; it is to be valued. That would come into consideration on the question as to what it was worth.

4282. It would not be under the head of improvements?—No; it would be like a trader who had a shop selling the good-will of the trade of the shop.

4283. But if evicted for non-payment of rent he is not entitled to this interest?—If he does not pay the rent, he appears to me not to place value on his good will. He has no good will in the place, and no desire or wish to have it.

4284. But in a case where a man has not the means to pay what would you say?—You put a question which involves what caused want of means. Was it caused by a defect in the soil, or want of skill or industry in the tenant? That is a most difficult problem. Take a small farm. If you give that farm to a tenant at the smallest rent, he will often have nothing to pay rent with, his family is so large.

The family will absorb everything the land will produce. The land is to be valued at something, and if you take it by that test that he had no means to pay, it is because all that the land produced, whether for the benefit of the landlord or the tenant, was consumed by the tenant himself.

4285. You think that the postponement for two years would assist in preventing that?—Yes. I don't think we have ever known two very bad years coming together. If a man cannot be put out until two years' rent is due, and he pays part of that, he gives some security that he is disposed to pay.

4286. Baron Dowse.—In addition to being chairman of two counties, you have land of your own, and you are a landlord?—To a certain extent.

4287. You have knowledge as a landlord?—I have some land.

4288. Then you can speak in both capacities?—I am speaking fairly. I would give 99 years' leases; or do anything that was fair.

4289. CHAIRMAN.—Have the legal expenses of coming into Court been the cause of deterring tenants from fighting the question of a rise of rent?—About that I should say the present system is a cause of deterring—because, it can only be by a notice to quit, followed by an ejectment, or when a notice to quit is served, followed by a notice of claim for disturbance and for improvements, to be answered by a counter claim by the landlord, that the case can come forward. All that is legal machinery which should be paid for by the tenant on his part, and by the landlord on his. I would recommend that there would be some simpler and cheaper method of bringing a case before the Court, and that that should be simply by notices signed by the tenants, and counter notices signed by the landlord, and a day fixed or named for the purpose of hearing the case. That would make the machinery very much cheaper. In speaking now of leases, if a lease were given, I think a settled form of lease might be adopted, and the cost of that lease and the stamp duty might be minimised to the very lowest, in case the lease was adopted and approved.

4290. Could you suggest any way of diminishing the cost of appeal cases?—No; the cost chiefly consists in the fees given to counsel.

4291. The cost might not be large to one tenant, but to a small tenant it would be large, and it might be an impossibility for a small tenant to fight a case in the Appeal Court?—I don't know that. Do you speak of an appeal on a land claim?

4292. Yes, on a land claim?—Well, the expenses there is not great. The expenses are professional expenses. I do not limit them to legal expenses, but to the employment of valuers and others, and the making of maps.

4293. Is not the tenant obliged to bring them in to answer the skilled witnesses on the other side?—No doubt he is. I would suggest this, that if a tribunal was formed (I don't mean the chairman's tribunal), but I mention it as it is an existing institution from which there is an appeal, the judge, or whoever presides, should have the power of calling in at the Government expense—not at the expense of the tenant or the landlord—skilled valuers, say from Mr. Ball Greene's office, to assist him in settling the rent. I find that the principal cost is not for the legal gentlemen, but for the valuers. In one case where £595 was my award less the rent due, the costs of obtaining the decree were £6 3s., but the witnesses expenses were £10 7s. 6d., and this was a case in which a claim was made for £1,893.

4294. Baron Dowse.—Those are taxed costs; but what would it be to bring a case forward where you add the costs between attorney and client?—It would be much more; but that is an arrangement between the client and his professional adviser.

4295. The O'CONNOR DON.—In the case you mention were there professional witnesses brought from far parts of Ireland to give evidence?—I cannot tell the names now, although I looked at my note-book before coming here.

4296. Baron Dowse.—If they brought a man from Kerry to Roscommon, the Clerk of the Peace would only give the ordinary fee, as if he was residing in Roscommon?—If the most eminent valuers, Messrs. Brassington and Geale, were brought down, one would give them three guineas a day, but I find that the local man expects the same. I think the latter ought not to be entitled to so much.

4297. CHAIRMAN.—As to compensation for disturbance, in the cases of tenants valued at £10 and under, there is a certain amount for which they are allowed to claim which includes the improvements. They are allowed to claim for seven years, but can make no claim for improvements?—Not so. There is a sub-clause that if a tenant claims beyond five years' rent he can only claim for what is called substantial improvements. He loses the benefit of tillages and manures.

4298. Would it be an unreasonable thing, in your opinion, if it were enacted that a tenant under eviction for non-payment of rent should get something in lieu of making a claim at all—that if he wished to make a claim for improvements, he should have a right to do so, but that he might waive altogether his claim for improvements, and get a sum down as compensation for the loss of the holding?—I have endeavoured to come at that, by making it requisite that two years' arrear of rent shall be due in order to entitle the landlord to bring an ejectment; because if a man permits his rent to fall two years into arrear, I do not think he should be entitled to anything for the good-will of the place, for his neglect to pay the rent shows that he sets no value upon it.

4299. Baron Dowse.—If you give the right of free sale, you do away with any necessity for compensation, for a tenant who owed rent could sell, and pay the rent out of the purchase-money?—Yes, he could come to his landlord and say, "Here is A. B., a respectable man, who is willing to give me so much for my interest in the holding." Then, unless the landlord objects to the man, he can sell the holding, and the landlord will get his rent out of the purchase-money; or if the landlord makes an improper objection, let him stand in the shoes of A. B., and give the tenant the sum that A. B. would have given, less the amount of rent due.

4300. That is the charm the Ulster Tenant Right has for a number of landlords?—Yes; my own idea is that landlords who don't permit free sale, subject to an honest and fair right of approval, are doing themselves harm, for by permitting it, you get a tenant who comes in with fresh hopes and ideas of improving the land and making his living upon it, your arrear rent is paid out of what he pays for the good-will, and you generally substitute a good tenant in place of a bad one. That is my impression of the way in which the system works in Ulster. Of course there may be a case now and then of a new tenant not turning out so well; but on the whole I never could see any reason why a landlord should object to a respectable man coming in and purchasing the interest of a tenant who was unable to remain.

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Arthur
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Mr. Patrick
F. Butler.

Mr. PATRICK F. BUTLER, examined.

4301. Mr. KAVANAGH.—You wish to make some statements to the Commission in reference to the condition of the labourers?—Yes, your honor.

4302. First, as regards their dwellings, is that what you would like to begin with?—Yes, my lord.

4303. Are you a labourer yourself?—I was, sir, a labourer for twenty years.

4304. You are not a labourer now?—No, sir.

4305. Do you consider the labourers' dwellings at present existing in Ireland to be unsuitable for human habitation?—Indeed I do, sir. They are in a very bad state.

4306. They are badly lighted?—They are.

4307. Badly ventilated?—They are, sir.

4308. Unhealthy, owing to dung pits and stagnant pools in front of the doors?—Yes.

4309. And also having no out-offices for fowls or pigs, is that so?—Yes, sir, in most cases.

4310. Another fault you find with them is their not being provided with gardens to supply the families with vegetables?—Yes, sir; that is a thing that is most necessary.

4311. You also complain that the rent which the labourers have to pay for those houses, such as they are, is very high?—It is, sir; it is 100 per cent. over the valuation of what they hold. In certain parts of the country they are £3, £4, or £5 a year, and no gardens and no haggart.

4312. They have to pay from £3 to £5 a year for houses of that sort, unprovided with gardens—is that so?—It is, sir, in different parts of the country.

4313. In what county?—In Kilkenny. There is a part of Kilkenny county very well placed in regard to that.

4314. Where is that?—On the Bessborough estate; they are well done for on that estate.

4315. Now with regard to the wages of labourers what have you got to say about that?—The wages are from 5s. to 6s. a week.

4316. Where—in what part of the country is that the rate of wages?—All round the locality of the Walsh mountains.

4317. CHAIRMAN.—You mean the mountainy district between Waterford and Kilkenny?—Yes, sir.

4318. Mr. SHAW.—Do the labourers get the house, as well as 5s. or 6s. a week?—No, sir.

4319. Mr. KAVANAGH.—In Ballyhale and Thomastown is that the case?—Yes, sir, that is the wages there, too.

4320. The O'CONOR DON.—Are they fed in the farmers' houses?—Yes, sir.

4321. Mr. SHAW.—They are fed, in addition to their wages?—Yes, sir.

4322. Do they get a bit of garden for potatoes?—No, sir; no garden. That is all the family have to live upon.

4323. The labourer's family are not fed, only the man himself?—Yes, sir. I am not talking of the man's food at all, but of the poor family that have to live upon the profit of his labour.

4324. Mr. KAVANAGH.—Is it not the case that for the last few years labour has become rather scarce in your county?—The labourer is not employed the whole year round, sir, only in busy times.

4325. Is it not scarce now?—Well, sir, the work is not carried out as it was to my recollection ten years ago.

4326. How much do you get in harvest time?—In harvest time labourer's wages go up to 2s. 6d. or 3s. a day; they get that for about eight or ten days.

4327. For that short time?—Yes.

4328. And during the rest of the year it is sometimes hard to get employment?—It is very hard to get employment for the rest of the year. It brings him so that on the whole he does not get 5s. or 6s. a week the whole year round.

4329. Do you consider that this poverty and hard-

ship among the labouring class spreads discontent among them?—It does, sir.

4330. Do you think that if they were provided with clean and comfortable dwellings, and suitable gardens, at moderate rents, they would become better disposed to fulfil their duties in their station of life?—They would, sir.

4331. Would it be an advantage, do you think, if the education of their children were attended to?—It would, sir; nothing would be more necessary, because why, their clothing is bad very often, and oftentimes the mother of young children has no way to get their breakfast ready in time for the ordinary school hour, for she has to walk three or four miles for Indian meal for their breakfast, and to get that ready for them, and sugar and water.

4332. Now, in what way would you suggest that that should be remedied?—The only thing is, sir, to give him a bit of a garden to grow potatoes in, if they had that it would be a great matter.

4333. Mr. SHAW.—To give him a garden with the house?—Yes, sir.

4334. Mr. KAVANAGH.—Do you think that by promoting drainage and reclamation of waste lands in Ireland a good deal of employment would be afforded to labourers?—Yes, sir, in the dull seasons of the year, when the farmers had no employment to give.

4335. You think that would be a means of improving the country, and checking the tide of emigration?—Yes, sir.

4336. How would you suggest that the wages of labourers should be improved, for, you know, we cannot force the farmer to pay more than he can get the labour for?—The labourer would be satisfied, sir, if he was placed in the position I mentioned, with a house and a bit of garden, to work for even less wages, and he would be better able to support his family than he is now, and to have a little common decency in regard to his dwelling and garden.

4337. How would you propose to carry out that?—I have talked to many men on the same subject for the last four or five years, and I find they would be all satisfied, any of them that could claim relief from the union, to give up that claim, if they only had the little thing I propose. The money could be borrowed from the Church surplus, because it is really belonging to the poor.

4338. For what? for building houses for them do you mean?—Yes; and it could be paid back by a yearly rent on a profit, if it was required.

4339. Mr. SHAW.—You say they would give up their claim to poor-rate relief if they got those things that you mention—a house and garden?—Yes, sir; I often asked them would they be satisfied to do that, and they said they would.

4340. And you think that would make a fund on the security of which Government could lend the money?—Yes, sir, and it would be a saving to the union, and there would not be so much dislike among farmers to see poor men upon their property.

4341. Baron Dowse.—Have you land yourself?—I have conacre.

4342. What do you pay for the conacre?—The dung I manure the land.

4343. Do you carry on any trade?—I do; I sell meal, flour, tea, sugar, and tobacco.

4344. You have a shop?—I have.

4345. Where is it situated?—On the road side, half way between Ballyhale and Mullinavat, and I meet and am thoroughly acquainted with numbers of labouring men, and I have often talked to them about these things.

4346. And you represent their views as well as your own?—Yes, sir. I have been speaking to a great many of them. I have been in the workhouse, for some that were thrown in there when they fell sick, because their habitation was down, they had

no means to keep them, and they were thrown on the workhouse. I went in to bury them.

4347. Mr. SHAW.—They find it hard to get houses?—Very hard sir.

4348. Baron DOWSE.—We had a gentleman here the other day, a farmer from Kildare, who told us that the wages he gave to his labourers were a house, and 9s. a week, the whole year round, and 1,000 yards of potatoes every year?—Such wages as that are not to be found in our locality, sir. I wish to say I went to his worship's place that spoke to me first, and I found the poor man well cared for there.

4349. The O'CONOR DON.—Are they large or small farms in your neighbourhood?—There is a mixture, but I think every farm containing forty acres should have those things that we look for.

4350. Mr. SHAW.—Have they not houses on those farms for their own labourers?—No, sir; there is a dislike to them on account of the rates, and they hate to have them on their place at all.

3551. The farmers manage by having a few servant boys in the house?—Yes.

4352. And they don't employ labourers, or employ them very little?—Yes, sir; the labourers' employment is very small, and their houses are gone. If you go into the village near me you will find a livery that some person put up half a century ago—that is now the home of some of those poor labouring boys, and the sweepings and refuse of the house are piled up in front of it until it makes a load of manure, and then it is carted away for the rent. If those poor men had a bit of garden to turn that on they would have some comfort, and there would be some satisfaction and contentment in the country.

4353. Who are the landlords about that part of the world?—There are different landlords.

4354. Do they not look after the condition of the labourers at all?—No, sir; they are left without any help, no more than the crows upon the mountains, there is no one to raise a voice on their behalf. In the house where I was reared the roof was so bad that the bed had often to be removed four times during the night to get shelter from the rain that came pouring down upon it. There is no help for the poor labouring man. No one cares about him.

4355. Mr. KAVANAGH.—How would you suggest that any improvement could be made, for you know that we cannot make a law to force farmers to employ labourers?—I am not able to suggest anything, sir, but what I said already about the Church surplus. I hope I have said nothing displeasing to any gentleman in it.

Mr. ROBERT H. BATTERSBY, Lakefield, Crossakeel, examined.

4366. Mr. SHAW.—You held some land under Lord Darnley, I believe?—Yes.

4367. What is it called?—Pickettstown.

4368. I understand that it was taken a long time ago?—I had a lease for twenty-one years, which ended in 1875.

4369. Commencing in 1854?—Yes. I had some of it before that; in 1839, when my father died, he had taken one field of forty acres, and I succeeded him in occupation of it. After that I got other portions of it by degrees, and then a lease was made to me in 1854, of all that I then had; and Lord Darnley arranged that I should take the whole of Pickettstown, including the farm of a tenant, whose affairs were, at the time, in a bad way. I got his farm, and they made me take the whole.

4370. I believe it contains 143 acres altogether?—Yes, but there was a portion of it in the occupation of five tenants, and I had to take them as my tenants.

4371. In addition to what you had in your own hands, you got a further portion which was in the occupation of tenants?—Yes.

4356. Baron DOWSE.—You say the money could be borrowed from the Church surplus, for the purpose of providing labourers' cottages and gardens, and that it could be paid back by a yearly rent?—Yes, sir; that is what I suggest. Let any other man make a better.

4357. I gather from your evidence that even if the farmers got all they wanted, the labourers would have to be satisfied before the condition of the country would be what it ought to be, is that so?—That is so, sir. There was a boy of mine enlisted as a soldier, and is gone to India with his regiment—the best boy that was ever reared on the mountains, and as good a son as man ever had. He wrote to me from India, he said he was satisfied to be a soldier, but that often, when on duty, he would think of the days and hours long ago, and that if he only knew that we were in a state of comfort at home he would have twice the courage to fight for Her Majesty.

4358. The O'CONOR DON.—Has machinery been much introduced by the farmers in your part of the country?—Not in all cases.

4359. Baron DOWSE.—Do the labourers live in the towns rather than in the country?—There is a good many of them live in the towns.

4360. And those that don't live in the towns, and have houses—they have them from the farmers—have they?—Yes.

4361. You think that the farmer, who claims to be left in possession of his farm without being disturbed, ought to do something for the labourer, by giving him a garden?—Yes, sir. I may mention, when poor rates have to be paid, they are often the cause of a farmer being broke, because when the rent is paid, and may be all the substance that he has gone, then the poor rate collector comes round and makes a seizure; the debt becomes known, and every creditor comes in for his own, and the man is broke. Anything that would keep down the rates; but all is thrown upon the poor labourer.

4362. Are the labourers generally married men with families?—They are, sir.

4363. CHAIRMAN.—Have the families been in many cases driven out of the country into the towns?—Yes, sir; occasionally that occurs.

4364. That removes them further away from their work?—It does.

4365. I believe the labourer would, generally speaking, prefer to live in the country, and not in the towns?—Yes, sir, on account of the children. I have no more to say, gentlemen. I wish you success in your attempts for the benefit of the country, and for the improvement of the state of the people, and I hope you will not forget the poor labourer.

4372. Did you lay out much money upon it?—I did, a large sum of money.

4373. In improvements?—Yes. The maps here will show it.

4374. Did you try to purchase it from the landlord before the end of your lease?—I cannot say that I did try to buy it, but he offered it to me, and it was in the market for some years.

4375. Is it in the county Meath?—It is.

4376. How did he come to evict you?—I lived about eight miles from where the agent lived, but when it came to near the termination of my lease—for about three years before it expired I showed continually to the agent what I was doing, and the systematic manner in which I was improving the land, after the ditches and everything were levelled. I asked what they would do with me when my lease ran out, but I never got any answer. Then it was offered to me for £5,000, which I would not give.

4377. When your lease expired what occurred?—When the lease expired I said to the agent—"The lease is out, and something must be done." His

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answer to me was that if I would pay £35 a year increase of rent, I would be accepted as a tenant, provided I would sign the agreement his lordship required his tenants to sign. I went to the office to see the agreement, it was a printed form.

4378. State what it contained?—The first clause was one fixing the amount of the rent—an increase of £35 on what I was paying previously. I had been paying one-third more than the valuation of the land, and he put on £35 additional; however, there was no question between us as to the increase.

4379. You thought it was worth it?—Well, I thought that unless he gave me a long lease it would be unfair to put so much increase upon me.

4380. What other clauses were in the agreement?—I was to be subject to be put out on six months notice at the end of any six months.

4381. In any year?—In any year. And at the same time he was going to sell his interest—so that I would be at the mercy completely of whoever purchased it. Everybody told me I would be made to sign that document. He then wrote to me trying to induce me to sign it, and he said he would blot out one clause, that was the clause which bound the tenants not to seek for compensation for improvements under the Land Act. I said, no, I would not sign it. The correspondence went on. I should say that it took a long time, because Lord Darnley was in England and his agent was in this country, and each letter had to go first to the agent, and then it had to be forwarded to the landlord, who sometimes was away from home, and consequently there was great delay. The affair went on until the month of May. In the meantime I had put certain other portions of the land into tillage, and made arrangements for cultivating the rest, but I said I would not sign the agreement. He said then that I must go out. I said “Very well, but you must put me out legally, and don’t let me lose my position to seek for compensation.” He gave me notice and evicted me.

4382. To make your claim for compensation?—I took defence; but at the same time I gave him a notice that I would give a consent for judgment if he would agree not to put me out till November. Lord Darnley said, “No; you must go out.” Then it went on through the regular process of ejectment, a trial at the assizes, and all that sort of thing. There was a question raised as to whether there was a new tenancy created, and that question was left to the jury. The jury said they did not consider there was, but they recommended that I should be left there until November, considering the time of year. The judge quite concurred in that suggestion, and he turned to Mr. Dames, Lord Darnley’s counsel, and asked him, “What do you say to that?” Mr. Dames said he had no authority to answer that at all, that it must be referred to his lordship. “Very well then,” said the judge, “let it be referred to his lordship;” but he added very significantly, “If he does not do so, I know what I will do”—the judge having the power to let me remain until November. Lord Darnley’s answer was that he would let me stay till November, but I must pay the increased rent £35. I remained till November, and then went out. I was told after the ejectment proceedings were over I should file my claim for compensation, and get the most I could. I made my claim accordingly.

4383. What did you get for compensation?—I got £525. The barrister gave £360 more, but Lord Darnley appealed, and there was some law point the judge said was against me, and struck off £360. I got only £525, and out of that I had to pay legal expenses.

4384. The £525 did not compensate you?—Nothing like it.

4385. Was it good land?—It was of no use when I got it.

4386. You made it good land?—I did not—I could not—but I made as much as could be made of it, and if the land had been good land I would have got far more value for my outlay. After paying the costs of

eviction, claim for compensation, and law proceedings about my registered trees and personal expenses, and my witnesses, I did not obtain anything; but such is the Act of Parliament.

4387. Now, Lakefield is your next case?—Yes.

4388. You hold that from Mr. Naper?—I do.

4389. Mr. KAVANAGH.—Is that Mr. Naper, of Loughcrew?—Yes.

4390. Mr. SHAW.—How much land does that contain?—135 acres.

4391. You are still in occupation of that?—Yes, I live there.

4392. Then you have no grievance as yet about that?—No, except this. I began the improvements on that in 1839, before the Government valuation was made, and the Government valuation was of course raised by my father’s and my own expensive system of land improvement for fifteen years. The rent was raised from time to time. Originally it was £78 12s. In 1848 the rent was raised from £92 to £200 per annum besides taking my trees.

4393. Do you hold it still?—I do. I have it for my life.

4393A. Your life is in the lease?—It is. The hardship in that case was this: there were a large number of valuable trees on the farm. There was an agreement for a lease, and by the agreement the rent was fixed at £200, and the trees were not to be taken from me.

4394. Who planted the trees?—My father. The late Charles Hamilton was the agent, and he broke the management of the lease, and put in a clause that the trees were to belong to the landlord for £128. I took the opinion of the present Judge Fitzgerald as to my right to the trees, for they were registered, and he said they were my property. However, I did not wish to go to law. Then the house was condemned as being unsuitable, and the late Mr. Naper said to me, “Whatever is to be done about the house (I won’t take it into account) because it must be remodelled; and if you do it of course I will pay, and if I do it you must pay.” I decided to do it myself. I found I could get the money from the Board of Works on loan, to be repaid in thirty-five years, and I applied for a loan on these terms; but behind my back they altered the arrangement and made it twenty-two years, so that I had to pay the whole capital and interest in twenty-two years instead of thirty-five.

4395. I understand they got no valuation of the trees, but simply put their own value upon them?—There was a sort of valuation made in this way: Mr. Hamilton knew the trees were not to be taken from me, but said to me, in a casual sort of way, “I will just send somebody to see what these trees might be worth.” He put me off my guard, for I never dreamed the arrangement was to be altered, and then he told me that was the value, and that I must take it. I took Judge Fitzgerald’s opinion upon it, and he told me that the trees were as much mine as when the lease had ended.

4396. Now the third farm, Diamor, which you had from Mr. Wade; are you still in possession of that?—I am.

4397. Do you hold that on lease?—Yes; one old life.

4398. Have you improved it very much?—Yes; I laid out lots of money on it. It is very hilly and cost me more to reclaim than any land I had. I went to the landlord and asked him what he would do as my lease was an old life, &c. I said “You cannot be surprised at my asking you the question, after the treatment I received from Lord Darnley—he has not only robbed me, but has destroyed my credit and knocked me down.” His answer was, that he would put my life in place of that in the lease, but I was not to till, or meadow, and not to look for compensation for disturbance or improvements. I was paying 47s. 4d. an acre for the land, which is 5s. 4d. more than any one in the townland.

4399. Did he propose to reduce the rent or to give it to you at the same rent?—The same. He offered

me a lease for my own life, on condition that I would not till a meadow, and that I would not claim any compensation.

4400. You refused those terms?—I did. The land adjoining it was set at 41s. 6d., whereas I was paying 47s. 4d.

4401. You think it too high a rent?—I do. The land next it, that had been set at 41s. 6d., was set last winter for 35s. per acre, and had been thirty years in grass. I could show, by public valuations, that it was then better than my land.

4402. Now, as to the fourth place, Herbertstown, you hold that in perpetuity?—I do; I hold it on lease for lives renewable for ever.

4403. How many acres are in it?—105 acres. I am paying £92 6s. 2d. for it, and there is land alongside of it that was let since at 12s. 6d. per acre.

4404. You hold it on lease—you can't help that?—No. I merely want to show the principle that runs

through the matter. This man served me with a writ for half a year's rent, due last May. He demanded it the day it was due. I showed him I had always paid the rent yearly in December. His answer was, "It is a head rent—you must pay." I replied, "What do you call a head rent? When that land was taken, it was taken at the full rent of the day, the former tenant having been broken. The property was improved by my father and brother, who drained it, under the Board of Works, and by systematic cultivation, building offices and labourers' houses, improved the value of it, and because they did that you call it a head rent." It was all no use, he demanded the rent the day it was due.

4405. Baron Dowse.—I am afraid that case is outside the scope of our inquiry; we cannot interfere with a man taking proceedings to recover his rent?—Perhaps not, sir; I merely wished to show the manner in which I have been treated by my landlords.

[The Commissioners adjourned till the 21st instant.]

Sept. 9, 1880.

Mr. Robert
H. Battersby.

NINTH DAY—TUESDAY, 21st SEPTEMBER, 1880.

The Commissioners met in the Imperial Hotel, Belfast, at 12 o'clock.

Present: The EARL OF BESSBOROUGH, Chairman; BARON DOWSE, The O'CONOR DON, ARTHUR MACMORROUGH KAVANAGH, D.L., and WILLIAM SHAW, M.P.

Messrs. S. C. M'Elroy, Thomas M'Elderry, Samuel Black, John Megaw, and William Stewart, attended as a Deputation.

Mr. SAMUEL C. M'ELROY examined.

Mr. Samuel
C. M'Elroy.

4405A. CHAIRMAN.—I believe you are the representative of the County Antrim Central Tenants' Right Association?—Yes, and also of the Route Tenants' Defence Association.

4406. You mention here that you represent six local associations?—Yes.

4407. It seems that you represent Route, Ballymena, Ballyclare, Crumlin, Ballycastle and Lisburn?—Yes.

4408. The deputation consists of yourself and Thomas M'Elderry, President of the Route Association and Chairman of the Ballymoney Board of Guardians; Mr. John Megaw, a tenant farmer, and Mr. William Stewart?—Yes. Mr. Stewart is a tenant farmer, too.

4409. Your name is S. C. M'Elroy?—Yes, that is my name.

4410. The evidence I believe you want to give is on the subject of the Ulster tenant-right custom?—Yes.

4411. I will begin by asking you a leading question. How do you define the Ulster tenant-right custom?—My lord, if you would be kind enough to allow me to define the Ulster custom in my own way it would, I think, be more satisfactory. It may take a few moments time, but I crave the indulgence of the Commissioners. At the Tenant-right Conference, held in Ballymoney, in April, 1870, a list of resolutions was submitted by the late Dr. Macknight, the editor of the *Londonderry Standard*. We regarded Dr. Macknight as the father of the Ulster tenant-right movement, and anything from his pen was entitled to and received the fullest consideration. That being so, perhaps, my lord, you will allow me to read a list of resolutions that was submitted to that conference bearing on the Land Bill as then submitted to Parliament, and also in regard to the amendments that were proposed on the Land Bill. The first resolution was as follows:—

"RESOLVED—That the Right Hon. W. E. Gladstone, Her Majesty's Prime Minister, in his admirable speech delivered in the House of Commons on the 15th day of February last, stated the intention of Her Majesty's Government to legalize the Ulster tenant-right custom—as the people of Ulster universally understood and believed—in the sense in which this expression has been commonly employed both in Parliament and throughout the province of Ulster, namely, that Her Majesty's Government intend to legalize the genuine prescriptive usage of Ulster, as contradistinguished from all attempts on the part of landlords to 'impair' or 'destroy' this custom upon their own estates

by means of enforced usage established in opposition to the authoritative tradition of the province."

The second resolution is as follows:—

"That the Ulster clause of the Irish Land Bill, when printed, did not correspond with public expectation, and the Right Hon. Mr. Fortescue, Chief Secretary for Ireland, put on the Order Book of the House of Commons an amendment which, if carried, would have rectified the previous error, but before his amendment was moved the Government had agreed to change the words 'Ulster usage' into 'Ulster usages,' for the purpose of legalizing restrictions and infringements of the custom that had been established by landlords upon their estates, as acknowledged in Parliament by the Chief Secretary himself. That since all these estate regulations are invasions of tenant-right property which never belonged to Ulster landlords, it appears to this conference that if the change made in the Ulster clause shall have the effect publicly stated in the House of Commons, its enactment in this form will be contrary to sound policy, to public justice, and to the constitutional sacredness of all proprietary rights, whether vested in landlords or in tenants."

The third resolution is to this effect:—

"That the Bill as it stands, instead of legalizing the Ulster custom of free sale by an outgoing to an incoming tenant, requires the former to serve a compensation notice upon his landlord, bringing landlord and tenant at once into legal collision, necessitating the employment of attorneys, lawyers, and other professional functionaries, thus swallowing up a large amount of the tenant's compensation money in unnecessary law expenses. That this provision, instead of legalizing the old, establishes an entirely new custom hitherto unknown in Ulster, and one that, in the opinion of this conference, is likely to generate feelings of class hostility between landlords and tenants."

I think I might tell the Commissioners here that the late Dr. Macknight, in drawing up these resolutions, was guided by a prophetic spirit.

4412. You think that in his prognostications he has been verified by results?—Yes, he has been verified. I hope I shall not take up too much time of the Commissioners, but there are three other resolutions that I should like to read.

4413. Baron Dowse.—Better read them out?—The fourth resolution is this—

"That the legalization of the Ulster custom necessarily implies the enactment of legal remedies for all wrongs in violation of that custom, and arbitrary rack-renting and compulsory eviction have hitherto been the main instruments employed by landlords for confiscating tenant-right

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interests in the soil. That the Land Bill, in its present shape, affords no legal remedy against these standing grievances; and that by way of protection, in the case of tenants holding under the Ulster custom, when increased rents, tending to depreciate the value of tenant-right, are demanded, every such tenant ought to have a right of appeal to the land court before the landlord can proceed to evict; and the court should be invested with a discretionary power of granting or withholding an eviction decree, according to the justice and reasonableness of the case, as established in evidence."

My lord, I think I will only read one of the other resolutions. It is this—

"That both in and out of Parliament, a combination of English, Irish, and Scotch landlords has been formed, for the avowed purpose of obstructing and defeating the Government Land Bill, and every other measure of legislative justice to the tenants of Ireland; that the audacious assertion of this Commission is, that Irish claims must be decided neither in accordance with the local wants of Ireland."

The history of these resolutions is simply this:—At that conference some of our friends thought that the resolutions were too strong, and if they had been unanimously adopted, it was imagined that they would rather hamper the action of the Government in passing the Land Bill, and in consequence of the ideas of these judicious friends—(and I don't question their right)—this list was not adopted, and more moderate resolutions were adopted, and the point of them was to this effect—that the Land Bill was defective in some particulars, but these particulars were not specified so clearly as Dr. Macknight did. I will submit these resolutions now, showing that in 1870 Dr. Macknight and other friends in the north did see the weak points in the Land Bill, and pointed them out. The next matter I wish to bring before the Commission is with reference to two resolutions which were passed on the 28th of February, 1870. These resolutions were passed by the Route Tenants' Defence Association, and embodied in an amendment to the first clause of the Land Bill by Mr. William Johnston, then M.P. for Belfast. I might say here, to clear up a misapprehension with some persons who were not familiar with the history of the Ulster custom, that their opinions in regard to the movement were not altogether right. They thought that Mr. Johnston's amendment was rather inconsistent with the fundamental principles of the Ulster custom, but those opinions were founded, not on knowledge, but on ignorance, for Mr. Johnston's amendment was based on Mr. Sharman Crawford's Bill for Ulster tenant-right, and the resolution was to this effect:—

"That the first clause of the Government Land Bill, should contain the following principles, as set forth in the Bill of Mr. Sharman Crawford, 1850:—That a custom having been established in Ulster, according to which a right of continued occupation is enjoyed by the tenant in possession, subject to the payment of the rent to which the premises are liable, or such change of rent as shall be afterwards settled from time to time by fair valuation, with a right to sell his occupation either by public or private sale, to any solvent tenant to whom the landlord shall not make reasonable objection; and that such tenant shall not be evicted by the landlord without being permitted to sell his interest, and also being paid by the landlord the value thereof, as if sold to a solvent tenant; and that such custom be declared a legal custom, and shall be uniformly enforced throughout the province of Ulster."

We were in favour of that custom being embodied in Mr. Gladstone's Bill of 1870, and we regret it was not passed.

4414. Was that from Mr. Sharman Crawford's Land Bill that you have just read?—It is.

4415. Mr. SHAW.—Will you be kind enough to read it again—slowly?—[Witness read the clause.] Perhaps I may have altered the phraseology slightly, but it is the substance of Sharman Crawford's Bill of 1850.

4416. Do you give that as a definition of tenant-right?—I have a further definition if you allow me. In 1874 the National Land Conference was held in

Belfast; and that National Land Conference was really National in the proper sense of the term.

4417. CHAIRMAN.—Was it in consequence of anything that took place in regard to tenant-right in the meantime that led to that meeting in 1874?—It was. The Land Bill was not working satisfactorily.

4418. In case of eviction the compensation given to a tenant for land improvement is, you think not sufficient?—No.

4419. Baron DOWSE.—As I understand the Ulster tenant does not want to be turned out?—They do not. The importance of these resolutions consists in this that they were unanimously adopted at the National Land Conference held in 1874.

4420. Where was it held?—In Belfast.

4421. CHAIRMAN.—Could you say what bodies were represented?—The southern tenant-right Associations were largely represented, and the northern tenant-right Associations, and the conference was also largely attended by Members of Parliament.

4422. Was the conference largely attended?—It was the most successful conference ever held in Ireland, taking into consideration its representative character.

4423. Are the southern associations called tenant-right associations?—No; they are called farmers' clubs, I think generally. In connexion with the adoption of these resolutions here is the definition that I submitted to the Conference:—

"That the first clause of the Land Act having failed to legalize the Ulster tenant-right custom in a uniform manner throughout the whole province, according to which custom the tenant enjoyed the right of continued occupation, subject to the payment of a fair rent, with a right to sell his interest to any solvent tenant, to whom the landlord should not make any reasonable objection, whether the holdings were under lease, or held from year to year, tenants on those estates where such rights have been curtailed have a just cause of complaint against the legislature for framing a clause, the practical operation of which is more beneficial to those tenants who possessed the custom in all its vitality than to tenants from whom it had been either wholly or partially taken away. That from the proprietary interest established under the Plantation grants, these conditions become inseparable from the Ulster custom:—Firstly.—A fairly assessed rent, irrespective of the tenant's improvements, and at intervals of not less than thirty-one years. Secondly.—Free sale in recognition of the tenant's good-will and invested capital. Thirdly.—Continued occupation so long as the tenant paid the rent, and otherwise fulfilled his equitable obligations to the landlord."

That is the definition adopted in 1874. I need not read the remainder of the resolutions.

4424. Mr. SHAW.—Do you still adhere to that?—Yes, that is my definition.

4425. Baron DOWSE.—If a tenant was allowed, irrespective of the Ulster custom, or any other custom, the privilege of holding the land at a fair rent, with the power of free sale, giving the landlord a reasonable veto to the incoming man if he was not of good character, and that the tenant should hold the land as long as he tilled it in a husbandlike manner and paid the rent, would that be reasonable?—It would be reasonable and wise.

4426. Would it satisfy the tenants?—It might not satisfy all parties.

4427. Ought it to satisfy them?—It would give large satisfaction, or general satisfaction, I think.

Mr. Samuel Black.—My lord, if the tenants had ownership in the soil they would be raised above the position in which they are at present. If that were so I believe there would be no necessity for introducing any clause against subdivision, for a satisfactory conclusion would soon be arrived at in a far better way than any inquiry could work it out, and I believe it would be injudicious in the natural system of land occupation in this country to put any measure forward preventing subdivision or subletting.

4428. Mr. SHAW.—Do you consider that tenant-right gives ownership?—Partial ownership.

4429. And you think that would secure tenant-right?—I think it would be an important measure for the removal of the ills of land occupation in Ireland—and that is the removal of the obstructions upon the

free sale of land. I think that on account of the existence of these obstructions upon the free sale of land has arisen all the ills that exist connected with the land question.

4430. CHAIRMAN.—Do you mean the free sale of land by landlords?—By every person; by landlords and owners of land.

4431. By a custom of entail?—Entail, and primogeniture, and settlement.

4432. Mr. M'Elroy.—I will read the resolution of the Land Conference in Dublin in 1875. I wish to show that there was a unanimity between the farmers' clubs of the south, and the farmers' clubs in the north, with regard to the demands of the Irish tenant farmers. This resolution was adopted at a conference held in Dublin in January, 1875. The resolution is:—

"That we hereby, as the foundation of our proceedings, declare our continued and unaltered adherence to the principles of the resolutions adopted at the conference held in Dublin, on the 18th April, 1873, and that held at Belfast on the 20th January, 1874."

I wish to show identity of action up to this date, but it would be more regular for me to give the resolutions of 1873.

"First—That from our experience and observation of the operation and effect of the Land Act of 1870, we feel compelled to declare that it has failed in attaining the objects which its framers proposed to accomplish. It has not given to the Irish tenant the sense of security in his tenure, or in the enjoyment of the fruits of his industry, and it has failed to redress the admitted evils of our land system."

The seventh resolution is:—

"That the experience of the failure of the Land Act has confirmed and deepened our conviction that no adequate remedy can be devised for the evils of the Irish system of land tenure, which will not give to every Irish tenant the same rights as those which the Ulster custom, when observed in its integrity secures to the tenantry of that province—that is the right to continue in undisturbed possession of his farm, at a fair rent, fixed from time to time by a valuation from which the value of the tenant's improvements would be excluded, with the power to transmit the right to his children, or to sell it for the highest price he can obtain, and that we, are willing to adopt the definition of Ulster tenant-right furnished by the Dungannon Association, viz.:—(a.) That tenant-right is not a right to compensation for disturbance merely, but it is the distinct right of the tenant to remain, in occupation and enjoyment of the improvements which he or his predecessors have made by his or their own labour or industry, and at his or their own risk, subject to his paying a fair rent; and should he desire to give up occupation of the land, his right to sell it to the highest bidder, who may be a solvent and respectable man. (b.) That the fair rent to which the landlord is entitled in accordance with the Ulster custom, is a rent to be adjusted only at intervals, and looking to the fact that the Ulster leases were formerly all for lengthened periods, generally sixty-one years, an interval of thirty-one years would appear to be the minimum term which would now do justice to all parties. (c.) That a fair rent always excludes from valuation the interests and improvements of the tenant, whether made, purchased, or inherited."

I consider that an important point of the resolutions. The next is:—

"(d.) That these claims are based upon the ancient and historic tenant-right of Ulster, under which at the close of a lease, the rent was fairly revalued, and the occupier continued in occupation for another lengthened term, whilst during its duration he was allowed freely to sell his lease, and that under this system, both landlord and tenant prospered, and the northern province with an inferior soil and climate, became the most flourishing portion of Ireland.

4433. Baron Dowse.—I want to ask you a question on this subject as I had frequent discussions myself about it. Do you attribute the prosperity of Ulster, as it is a prosperous part of the country, to the tenant-right alone?—Not alone.

4434. What else?—There is the linen trade in some districts of Ulster, but not throughout Ulster generally.

4435. But it is particularly in the part of the world of which this is the centre?—Yes.

4436. Do you attribute the prosperity in any way to the thrift of the tenantry?—Yes. There are various causes operating in favour of the tenantry.

4437. You consider that the Ulster custom gives a sense of security?—Yes.

4438. And this security is the basis of the whole prosperity?—Yes.

4439. Mr. SHAW.—Resolutions quite similar to those you have read were adopted in Mallow?—Yes. We approved of the Mallow resolutions at a meeting held in Ballymoney.

4440. There is a general agreement between the farmers in the south and those in the north?—Well, not altogether. I think there is a section of the farmers' associations in the south of Ireland that hardly agree with us in the north. Their ideas, I think, are more advanced.

4441. Do you speak of the Land League?—Yes.

4442. Baron Dowse.—They have more heroic ideas in some parts of Ireland than you have?—Yes. The last resolution I will trouble you with was passed at a public meeting held in Ballymoney on January 23rd, 1880, and it was as follows:—

"That as according to the genuine tenant-right custom of Ulster the tenant is entitled to the undisturbed possession of his holding (unless made void by non-payment of rent), to exemption, by virtue of his invested capital, from the imposition of a rack-rent, and to sell his interest to a solvent purchaser without being hampered by arbitrary office rules; and as these fundamental elements of the custom are equitable in principle, beneficial where allowed to operate, and applicable to all Ireland, we renew, with increased emphasis, our appeal to Parliament to confirm them by legislative enactment, so as to ensure to every farmer in the country the blessings of a firm tenure; protection against frequent and unjust claims for an increase of rent, and legitimate freedom in the disposal of his property; and thus complete the legislation inaugurated by Mr. Gladstone in 1870."

The next resolution is to this effect:—

"That while it is imperative to provide for the well-being of tenants who hold by ordinary tenure, we desire to express our belief that the gradual establishment of peasant proprietorship would be fraught with unspeakable advantages to the country and the State, this system being pre-eminently fitted to enable the agriculturists whether of Ireland, Scotland, or England to compete with foreign producers, and elevate the social condition of the farming class. We therefore urge the removal of restrictions on the working of Bright's clauses of the Land Act, and the granting of facilities to landlords to give perpetuity leases at fair rents."

Those are all the resolutions that I have to submit, and I could not give a better definition than what is given in those resolutions. Perhaps you would allow me now to give an idea of the value of tenant-right in the northern district of county Antrim. I may say that I possess special facilities for giving a correct idea of the value of tenant-right, because as I happen to be an auctioneer, I am very familiar with sales of tenant-right.

4443. CHAIRMAN.—Does your valuation apply to the present time, or before the passing of the Land Act?—I am submitting a list of my sales of tenant-right since 1865, giving the number of acres, how many years purchase, and the nature of the tenancy, whether by lease or otherwise.

4444. Baron Dowse.—That should be a most interesting document?—Yes, it is. I was very anxious to promote this inquiry. I have begun at the time I commenced to act as an auctioneer.

4445. The O'Conor Don.—Are all these lands on the same property?—No, they are not.

4446. Mr. SHAW.—Are they all in the same district?—Yes, all from eight to ten miles round Ballymoney.

(Mr. M'Elroy then read the following list):—

Sept. 21, 1880.

MR. S. C. McELROY'S SALES OF FARMS.

Mr. Samuel
C. McElroy.

1865.	
155 acres at £8 an acre, or 16 years purchase,	. Lease.
1866.	
16 acres at £4 an acre, or 4 years purchase,	. Lease.
33 acres at £8 an acre, or 15 years purchase,	. Do.
134 acres at £5 an acre, or 25 years purchase,	. Do.
1867.	
30 acres at £13 an acre, or 16 years purchase,	. Lease.
66 acres at £9 an acre, or 13 years purchase,	. Yearly tenancy.
32 acres at £10 an acre, or 26 years purchase,	. Do.
1868.	
106 acres at £4 an acre, or 6 years purchase,	. Lease.
10 acres at £9 an acre, or 8 years purchase,	. Yearly tenancy.
10 acres at £6 an acre, or 7 years purchase,	. Do.
1869.	
15 acres at £10 an acre, or 7 years purchase,	. Yearly tenancy.
11 acres at £16 an acre, or 15 years purchase,	. Do.
14 acres at £12 an acre, or 35 years purchase,	. Lease.
30 acres at £13 an acre, or 11 years purchase,	. Do.
1870.	
25 acres at £10 an acre, or 10 years purchase,	. Lease.
14 acres at £15 an acre, or 10 years purchase,	. Do.
59 acres at £10 an acre, or 14 years purchase,	. Do.
29 acres at £10 an acre, or 11 years purchase,	. Yearly tenancy.
62 acres at £9 an acre, or 7 years purchase,	. Do.
1871.	
15 acres at £25 an acre, or 19 years purchase,	. Yearly tenancy.
30 acres at £13 an acre, or 11 years purchase,	. Lease.
21 acres at £9 an acre, or 10 years purchase,	. Yearly tenancy.
12 acres at £16 an acre, or 30 years purchase,	. Lease.
88 acres at £10 an acre, or 12 years purchase,	. Yearly tenancy.
1872.	
13 acres at £12 an acre, or 15 years purchase,	. Yearly tenancy.
20 acres at £12 an acre, or 10 years purchase,	. Do.
12 acres at £17 an acre, or 10 years purchase,	. Do.
59 acres at £9 an acre, or 9 years purchase,	. Do.
16 acres at £12 an acre, or 8 years purchase,	. Do.
13 acres at £11 an acre, or 8 years purchase,	. Do.
39 acres at £19 an acre, or 14 years purchase,	. Do.
26 acres at £9 an acre, or 11 years purchase,	. Do.
35 acres at £12 an acre, or 15 years purchase,	. Lease.
1873.	
17 acres at £14 an acre, or 12 years purchase,	. Yearly tenancy.
20 acres at £10 an acre, or 10 years purchase,	. Do.
25 acres at £12 an acre, or 9 years purchase,	. Lease.
107 acres at £9 an acre, or 21 years purchase,	. Do.
21 acres at £8 an acre, or 9 years purchase,	. Yearly tenancy.
29 acres at £14 an acre, or 15 years purchase,	. Lease.
7 acres at £12 an acre, or 24 years purchase,	. Do.
1874.	
22 acres at £11 an acre, or 10 years purchase,	. Yearly tenancy.
13 acres at £19 an acre, or 18 years purchase,	. Lease.
31 acres at £23 an acre, or 21 years purchase,	. Do.
15 acres at £25 an acre, or 24 years purchase,	. Do.
22 acres at £5 an acre, or 5 years purchase,	. Yearly tenancy.
1875.	
29 acres at £9 an acre, or 13 years purchase,	. Yearly tenancy.
21 acres at £9 an acre, or 21 years purchase,	. Do.
16 acres at £11 an acre, or 19 years purchase,	. Lease.
10 acres at £15 an acre, or 10 years purchase,	. Yearly tenancy.
36 acres at £12 an acre, or 26 years purchase,	. Do.
15 acres at £13 an acre, or 17 years purchase,	. Do.
65 acres at £8 an acre, or 8 years purchase,	. Do.
40 acres at £20 an acre, or 18 years purchase,	. Do.
19 acres at £16 an acre, or 16 years purchase,	. Lease.
1876.	
41 acres at £8 an acre, or 16 years purchase,	. Yearly tenancy.
7 acres at £25 an acre, or 32 years purchase,	. Do.
11 acres at £19 an acre, or 36 years purchase,	. Lease.
1877.	
29 acres at £10 an acre, or 14 years purchase,	. Yearly tenancy.
7 acres at £11 an acre, or 13 years purchase,	. Do.
17 acres at £8 an acre, or 11 years purchase,	. Do.
20 acres at £25 an acre, or 31 years purchase,	. Do.
60 acres at £15 an acre, or 12 years purchase,	. Lease.
35 acres at £12 an acre, or 16 years purchase,	. Do.
1878.	
21 acres at £14 an acre, or 18 years purchase,	. Yearly tenancy.
69 acres at £23 an acre, or 35 years purchase,	. Lease.
41 acres at £28 an acre, or 24 years purchase,	. Do.
29 acres at £10 an acre, or 10 years purchase,	. Yearly tenancy.
17 acres at £7 an acre, or 10 years purchase,	. Do.
10 acres at £18 an acre, or 15 years purchase,	. Do.
14 acres at £14 an acre, or 20 years purchase,	. Lease.
19 acres at £11 an acre, or 11 years purchase,	. Yearly tenancy.

1879.

21 acres at £17 an acre, or 15 years purchase,	. Lease.
30 acres at £6 an acre, or 5 years purchase,	. Yearly tenancy.
38 acres at £16 an acre, or 20 years purchase,	. Do.
14 acres at £12 an acre, or 16 years purchase,	. Do.
27 acres at £26 an acre, or 16 years purchase,	. Lease for ever.
8 acres at £23 an acre, or 22 years purchase,	. Tenancy at will.
14 acres at £13 an acre, or 23 years purchase,	. Tenancy at will at expiration of old lease.
42 acres at £10 an acre, or 18 years purchase,	. Yearly tenancy.
10 acres at £25 an acre, or 27 years purchase,	. Lease.
15 acres at £16 an acre, or 15 years purchase,	. Do.
19 acres at £9 an acre, or 12 years purchase,	. Yearly tenancy.
16 acres at £13 an acre, or 10 years purchase,	. Do.

1880.

53 acres at £9 an acre, or 14 years purchase,	. Lease.
14 acres at £9 an acre, or 18 years purchase,	. Yearly tenancy.

TOTAL PROCEEDS OF SALES.

	£
1865, ...	1,200
1866, ...	1,060
1867, ...	1,319
1868, ...	590
1869, ...	795
1870, ...	2,596
1871, ...	2,046
1872, ...	2,666
1873, ...	2,982
1874, ...	2,280
1875, ...	3,295
1876, ...	950
1877, ...	2,290
1878, ...	3,742
1879, ...	3,057
1880, ...	625
Total, ...	£31,493

(Mr. McElroy explained that this total included a few sales. The exact particulars as to acreage he had not been able to obtain.)

4447. Baron DOWSE.—For what length of time were the leases usual?—Generally for thirty-one years, or lives.

4448. Mr. SHAW.—Were all those sold by public sale?—The vast majority of them. I had charge of the sales, and sold either privately or by public auction.

4449. The O'CONNOR DON.—There was no limit on the prices?—No.

4450. Mr. SHAW.—There were no office rules to be observed?—No.

4451. Baron DOWSE.—Where was that land—seven acres that sold for £25 an acre, or thirty-two years' purchase?—It was at Roseyards, three miles from Ballymoney.

4452. Was there anything peculiar in the situation of the place?—No.

4453. Mr. SHAW.—Was it a townpark?—No, it was a farm. It was particularly good land, and was what is called in the country, a desirable holding.

4454. Mr. KAVANAGH.—Would the fee-simple of it have fetched as much if it were put up?—It would bring more. Where tenant-right is recognised you will have a prosperous tenantry.

4455. Baron DOWSE.—And there will be well secured rents?—Yes, well secured rents. My experience is that the fee-simple will sell better where there is tenant-right.

4456. Mr. SHAW.—If the properties were put up in small lots they would bring higher money?—Yes.

4457. Could the occupier be a bidder?—Yes.

4458. Mr. McElderry.—I know of a case where two farmers bid against each other to a considerably larger extent than usual.

4459. Mr. SHAW.—Did they want to add to their farms?—Yes.

4460. And one of them got the additional land?—Yes.

4461. Mr. KAVANAGH (to Mr. McElroy).—Do you mean that if the fee-simple and the tenant-right were put up for sale together, that a person would give sixty-four years' purchase for them?—The question is peculiar, because the two interests are never put up together.

4462. Are there not cases where farmers would not bid?—I remember one case, but it is not exactly parallel. The landlord had bought the tenant-right of a farm. I sold the tenant-right of that farm, on behalf

of the landlord, and I sold it at a very high rate of purchase—I believe twenty or twenty-four years' purchase. He had the fee-simple remaining still, and it would have brought its own price; the tenant-right brought its own price, and, if the fee-simple had been sold, it would have brought its price too.

4463. Baron Dowse.—Under different circumstances the fee-simple might bring a good price, but it does not follow that if a man has a farm in fee, he would get the two prices?—No. The tenant-right interest would enhance the fee-simple.

4464. It means right of possession?—Yes.

Mr. Black.—If sold separately I think they would bring a good price. I believe if we had free sale in land, that the value would rise very much in the market.

4465. CHAIRMAN.—Is it considered that tenant-right exists at the end of a lease?—Unquestionably. I have sold leases within a few years of their expiration, and the tenant-right as well.

4466. Is that a recognized principle by landlords as well as tenants?—Yes.

4467. Who are the principal landlords in your district?—Mr. Leslie, of Leslie Hill; Mr. Rowan, of Mount Davis; Mr. Hutchinson, of Stranocum; Mr. O'Hara, of Harabrook; Mr. Moore, of Moorefort; Lord Antrim is proprietor of Ballymoney. He owns the townparks to which I will refer by-and-by. Mr. Beers and Colonel Magennis are also landlords.

4468. Mr. Shaw.—The London companies do not hold land in Antrim?—No. They are landlords in Derry, but most of the landlords in Antrim recognize the Ulster Tenant Custom.

4469. Baron Dowse.—Where you do not mention leases in your list, are they yearly tenancies?—Yes. Thirty-five years' purchase is the highest price given. The sale of a tenancy-at-will at the close of a lease is an unusual and extraordinary thing, but I have sold a tenancy-at-will immediately after the expiration of a lease.

4470. What do you mean by tenant-at-will?—A yearly tenant.

4471. Mr. Shaw.—Did the landlord object to his selling?—No.

4472. Is the man now in occupation?—Yes.

4473. The O'Connor Don.—Has there been a new lease?—No.

4474. Baron Dowse.—Was there a new letting?—There was to the incoming tenant.

4475. Mr. Shaw.—The landlord has accepted him as tenant?—Yes.

4476. Then the old tenant has no right?—No.

4477. It is a tenancy now from year to year?—Yes.

4478. Baron Dowse.—In point of law, and it is in this way only I speak on this subject, at the end of a lease, if the landlord has received no rent, there is no estate to be recognized by the law at all?—Equity in this instance did recognize the estate, although the law did not recognize it.

Mr. Black.—We consider that the lease is only an incident of the custom, because in a great many cases of farms there have been leases and tenancies-at-will from time immemorial.

4479. Baron Dowse.—You claim that when a lease expires the tenant should have the right to hold on at a fair rent as the continuous occupant?—(Mr. M'Elroy).—Quite so. We look for the good-will as the fundamental principle of the custom.

4480. CHAIRMAN.—Do you find that the average selling price of holdings has been smaller during the last ten years?—No, not smaller.

4481. Or even during the latter part of the past ten years?—No, the prices are nothing smaller. Tenant-right has increased in value for the past fifteen years. It is given in evidence that since the Devon Commission in 1845, there has been an increase in rents.

4482. Do you think that the hopes entertained, and which have not been realized, have operated on tenants purchasing?—No, I think not. I have only sold two lots in the present year. I may say that I have generally had a number of farms for sale, but I could

not get them sold. The total proceeds of the sales since 1865 was £31,493. I think that will give you an adequate idea of the value of tenant-right in our district; and all these transactions were conducted by myself.

4483. Mr. Shaw.—Have you more farms for sale now?—No, I have not. I have no large farms for sale. Men are not disposed to put them in the market as there is not proper competition at present.

4484. Baron Dowse.—Were these sales made under *fi. fas* that is sheriff's sales, or were they made voluntarily?—I don't think I had any sale under a *fi. fa*. I had some sales under what is called local pressure.

4485. But you had not any sheriff's sales?—No.

4486. Mr. Shaw.—A good many were changing occupations?—Yes.

4487. Baron Dowse.—Would you say that since the Land Act has passed the land has produced more?—Yes, it has.

4488. And the tenant feels an additional sense of security?—Yes; I have no doubt of that.

4489. You don't look upon the Act as a failure?—No, I do not.

Mr. Black.—It has done more for Ulster than for the rest of Ireland.

Mr. M'Elroy.—Putting on one side the amount of rents raised on account of the misapprehension created in some landlords' minds by the Land Act, with the advantages gained by the tenant on the other side, through compensation in the Land Court, I believe the tenants have lost more by increased rents than they have gained by the compensation given in the Land Court.

4490. Mr. Shaw.—Does that apply to all Ireland or merely to Ulster?—I would be inclined to make it confined to Ulster.

4491. Baron Dowse.—You confine it to the place you are acquainted with?—Yes.

4492. CHAIRMAN.—Had the farmers experienced bad times in late years?—In 1868 there were bad crops owing to the drought.

Mr. M'Elroy.—There was a local cause. In 1868 there was an uncertainty in the public mind as to the position a tenant-right property might acquire under the Land Bill. There was a great deal of uncertainty about it. In 1868 and 1869 the people did not know or could not see the position that tenant-right property would hold under the Land Bill.

Mr. Black.—There was a special uncertainty introduced after the passing of the Land Act in the case of leasehold tenant-right; because various conflicting decisions had been given in the Courts of Law. That may have affected, and I have no doubt did affect, the value of tenant-right in some districts to a certain extent.

4493. Baron Dowse.—Supposing a man is a tenant from year to year in a tenant-right district, and if a lease is made to him for thirty-one years, at the expiration of that thirty-one years you hold that he has not lost the tenant-right he had antecedent to that period?—Yes.

4494. And that he is just in the same position at the expiration of the thirty-one years?—Yes; and that he has the same tenant-right that his neighbour has. That is the custom.

Mr. Black.—I may say that the general impression upon the minds of the people of Ulster with regard to some of the decisions of the judges in regard to this matter of leasehold tenant-right is, that the judges, although with the best intentions in the world, have made mistakes. Judge Barry decided in *M'Keown v. Beauclerc*, that there was no tenant-right at the expiration of a lease, and there was no decision that did more injury than that one.

4495. Mr. Shaw.—Was that on a tenant-right property?—Yes.

4496. (To Mr. M'Elroy).—Is not the price affected by the circumstances of each case?—Yes; by various local circumstances—the equality of the soil, fair rent, general accommodation, proximity to a market town, and reputation of landlord.

Sept. 21, 1880.
Mr. Samuel
C. M'Elroy.

Sept. 21, 1880.

Mr. Samuel
C. M'Elroy.

4497. **Baron Dowse.**—You would hold, if the district is a tenant-right district, and the lease is made to a man in that district, you have no occasion to give instances of tenant-right being allowed at the end of leases?—No.

4498. The district being a tenant-right district is sufficient?—Yes.

4499. That is a question of fact, and if there is to be legislation following upon this Commission, what you want to do is to have the difficulties removed by Act of Parliament. Is that so?—Yes, that is so. The Ulster custom had been violated, and it was in consequence of its violation that we were obliged to bring forward our cause.

4500. Would this definition be sufficient for you—that a man in possession of land should hold it as continuous occupant, only* to be evicted for non-payment of rent, and to have the right of free sale. Would that get rid of all your difficulties?—Subject to a fair rent, it would get rid of our chief difficulties.

4501. **The O'Conor Don.**—We must all recognize this fact, that tenant-right in its inception was a conflict with the ordinary law, and the only question is, has it become law now?—**Mr. Black.**—I might remark this, that in a year like that through which we are passing, a year of great difficulty for the cultivators of the land, and in which the value of the land decreases, that in Ulster, where the tenant-right prevails, the first brunt, so to speak, of the difficulty falls not upon the landlord, but upon the fee-simple, but upon the tenant. The tenant-right declines in the first place, because it is a guarantee to the landlord for his rent, and while the fee-simple remains very much intact, I don't say altogether intact, but very much, the value of the tenant-right very often decreases much, indeed.

4502. **Baron Dowse.**—You would come to the conclusion that before the fee-simple could be touched at all the whole tenant-right may be destroyed?—Yes; very often.

4503. **CHAIRMAN.**—The tenant-right is the beneficial interest which the tenant has over and above the fair rent of the land?—Yes; and the value of his improvements.

4504. **The O'Conor Don.**—Do you have more sales in a bad or a good year?—**Mr. M'Elroy.**—In a good year.

4505. Would you not find that in a bad year the tenant got into difficulty, and was obliged to sell?—But we cannot sell then. I had only two sales in 1880, although I had the usual number of orders.

4506. What occurs in a case of that sort?—The parties are obliged to hold on.

4507. **Mr. Shaw.**—They get time from their creditors?—They do.

4508. **Baron Dowse.**—And the landlord won't press them in a good tenant-right district, as the tenant-right is security for the rent?—Yes.

4509. **CHAIRMAN.**—Would the tenant in that case be able to give notice to quit and to call upon the landlord to pay him the value of his interest?—That is not usual. **Mr. Black.**—The landlord gives him the right of selling his interest, and when he does that he is clear of all claim.

4510. The sales, of course, which you conduct must take place at various periods of the tenancy. Do you find much difference when the term is near the conclusion and when there is a long term?—**Mr. M'Elroy.**—No, very little difference. I have sold almost as well when the lease was near its conclusion. The transaction is based on confidence in the landlord.

4511. That shows the strong dependence upon the custom?—The transaction is based upon the custom.

4512. **The O'Conor Don.**—Is it usual to increase the rent at the end of the lease?—It is usual.

4513. **Baron Dowse.**—The tenant does not object to the increase if it is a fair rent?—No.

Mr. Black.—That is a great difficulty between landlord and tenant in the north of Ireland, the rent question, because the tenant being now constituted partner with his landlord, he says he ought to have a voice in determining what a fair rent is; he says that

that would only be fair and just, because if the landlord has undisputed powers to determine the rent, the tenant-right may be eaten up by the landlord putting on an extra rent, and diminishing the tenant-right value of the farm.

4514. **CHAIRMAN.**—Do the landlords in the district you represent do anything in the way of improvements themselves on the holdings that are under tenant-right. Do the landlords ever advance any capital?—**Mr. M'Elroy.**—I know of one case where the landlord advanced £25 towards the improvement of the houses, and 5 per cent. interest was charged, and that was added to the rent. I explained that at the sale, and the farm sold very well and the public seemed to be very well satisfied. **Mr. Black.**—I think I remember one case on Lord O'Neill's property, in which his lordship advanced money to make improvements, and he charged either 4 or 5 per cent. on it, and that was added to the rent.

4515. **Baron Dowse.**—Supposing the landlord does make the improvement, if he adds the cost to the rent he is fully indemnified?—**Mr. Black.**—Quite so.

4516. He gets a better investment for his money than he would anywhere. If he puts it in the funds he would only get some 3 per cent. ?—**Mr. M'Elroy.**—Here is a farm of thirty-three acres, held for the unexpired term of seven years, and it sold for £400.

4517. **Mr. Shaw.**—The rent was moderate?—Yes.

4518. And the land fairly good I suppose?—Yes, a light sandy loam.

4519. A tenant-right property?—A tenant-right property.

4520. We would get as much as that for a farm in the south of the same kind?—When giving a list of the landlords under whom tenants are entitled to sell I forgot the Londonderry family. It has always realised a very high figure there, and there is no family under whom the tenantry are more contented than under the Londonderry family.

4521. **Baron Dowse.**—And I always understood that that extended to the Downshire estates too?—To the Downshire too.

4522. They have been very liberal?—(**Mr. Black.**)—Very much evil has arisen with regard to the raising of rents at the change of tenancies. I believe in some measure it extended to the Downshire property. I have heard tenants again and again complain of what they called, whether in fact or not, the unjustifiable rise of rent at the change of tenancies on the Downshire estate. The same principle holds good over the greater number of properties in the north of Ireland, and creates a great deal of bad feeling.

4523. **The CHAIRMAN.**—And do you say that was not part of the original custom?—(**Mr. Black.**)—We say the tenant has a right to hold his property at a fair rent, to be determined from time to time; then what we have to consider is how the rent is to be fairly determined, how a fair rent is to be obtained.

4524. **Mr. Kavanagh.**—And what mode would you suggest, because that seems to be the crucial test of the whole thing?—(**Mr. Black.**)—I agree with you, Mr. Kavanagh, and the way in which it has been suggested to have it solved is this—that the tenant should appoint one man and the landlord another, and that these two, before they came to consider the question of rent, should appoint an umpire, and then go to the arbitration of what a fair rent ought to be, and giving the right of appeal—that, if either the one party or the other felt they had not been fairly treated by the arbitration, they had the right of appeal to the Land Court.

4525. **CHAIRMAN.**—We are told by some witnesses that in arbitrations of that description there should be an independent umpire, it has been mentioned very often, one appointed by the Government?—(**Mr. Black.**)—My lord, that is just a question for consideration. In my neighbourhood the feeling is that the landlord should appoint one man and the tenant another, and that there should be an umpire.

4526. The common form of arbitration?—(**Mr.**

M'Elroy).—But that the common form of arbitration should be made compulsory.

4527. Baron DOWSE.—Is it not possible that in a great variety of cases this would cover the country with litigation; while in a great number of cases there would be no movement either to raise rent or lower it on the part of the landlord?—(Mr. Black).—I do; but even if it increased the litigation that litigation would be much less hardship than that which exists.

4528. Do you not think that in a great number of cases there would be nothing to discuss at all?—(Mr. *M'Elroy*).—I want all these disputes settled amicably. I believe this matter of rent is not a proper matter for the ordinary Civil Court to consider at all, and I would like to see the relation of landlord and tenant placed on such a basis that there would be no recourse to the ordinary law Court. And if you make ordinary arbitration compulsory—

4529. It would meet the very case suggested. I can understand a person appointing A and another appointing B, but if they did not agree as to the umpire?—I would call in the Government arbitrator.

4530. Mr. KAVANAGH.—The county court?—No.

4531. Mr. SHAW.—You would have a skilled man?—Yes. The last Land Act provided for a state of conflict between landlord and tenant. I say the new Land Bill should provide for a state of amity, and to establish that state of amity, I believe compulsory arbitration is one of the best modes.

4532. Baron DOWSE.—If you make people be friends, whether they like it or not, I fear that would be called Irish amity?—Mr. *M'Elderry*.—I have never been called upon to arbitrate with regard to rent—but I have with regard to compensation, and I found no difficulty in selecting the third man.

4533. Mr. SHAW.—The landlord was party to it as well as the tenant?—Yes.

4534. The O'CONNOR DON.—In that case it was voluntary on both sides, and either party could withdraw from it?—Not after they agreed to it.

4535. In your case, Mr. *M'Elroy*, it would be compulsory?—It would.

4536. Would that not raise a difficulty as to the third party. If he agrees to this arbitration and does not agree to the selection of the third party, the arbitration will fall through, and each party has a certain feeling upon his own mind to be reasonable, but if compulsory, the tenant or the landlord might stand out and say, "We won't agree upon this."

4537. Baron DOWSE.—I understand Mr. *M'Elroy's* plan to be this:—Unless there is something to be decided, the question of arbitration does not arise at all. If the parties are willing to go on at the rent asked for, the question does not arise, but if the landlord says, "I want more," and if the tenant agrees well and good; if the tenant says, "I want a reduction," and the landlord agrees, well and good, but if the tenant wants to pay less than the landlord will accept, you would have each to appoint a person as valuator, and with them an umpire, and if they agree, to the umpire, their decision should be final, but if they do not agree as to the umpire, there would arise a case for the Government man to come in?—(Mr. *M'Elroy*).—That is my scheme.

4538. There are some landlords in Ireland who would not appoint an umpire. There is a question I want to ask, would you in any measure lay down a principle by which rent should be valued?—I would take up in the first instance the Government valuation. (Mr. Black).—With regard to this question of rent, I see that Mr. La Touche, in a letter published in the *Freeman's Journal*, makes objection to the Ulster Tenant-Right Custom being unsuited to the rest of Ireland, and indeed generally to the Ulster custom, on this ground, that where the landlord has let his ground at a low rent, the tenant-right sells all the higher, and that what the tenant gets for his farm, over and above what he would get if the rent were higher, is the landlord's property, and that should not be so sold by the tenant. I think this

suggestion of the arbitration of the rent would entirely do away with that objection, because when the rent is arbitrated it could not be held in those circumstances that the rent was less than fair.

4539. Mr. KAVANAGH.—Does not Mr. La Touche give the landlord the right of letting a farm to a friend. Then you would not prevent him letting a farm to a friend at less than its value?—If you make a present to a friend, the friend has every right to enjoy that present.

4540. Mr. La Touche says what he did was this: he let the farm at a low rent to a friend intending that he should enjoy it at the low rent as long as he chose to occupy it himself, but not to give him permission to sell it to another person?—That may have been so; but there should, I think, have been a clear understanding come to. He should have put the matter beyond all mistake when giving it to his friend.

4541. Baron DOWSE.—The answer I gave Mr. La Touche when he stated that in his evidence was, that if that was what he intended he should have made terms with his tenant when he let the farm to him?—Mr. *M'Elroy*.—Certainly. I wish now to call the attention of the Commissioners to a few cases that occurred in my district, and the first on my list is the case of Mrs. M'Peake. This was the first case that occurred in our district after the passing of the Land Act. Mrs. M'Peake held two farms near Ballycastle, under Mr. Alexander Stewart. She sold the farms by public auction to a respectable solvent purchaser without the permission of the landlord, and he refused to accept the purchaser as tenant. An action was brought to establish the right of the tenant to sell her property under the Ulster custom. The farms were sold at £540, and this sum Mrs. M'Peake claimed from the landlord.

4542. Mr. SHAW.—Had she a lease?—No; she was a tenant-at-will. Mr. Otway held that the custom to sell by private sale existed on the estate; but not the custom of sale by auction. He said if he was allowing the claim he would give £252, not £540. The farms sold at £540, but Mr. Otway said he would give only £252. The claim was dismissed on two grounds—that auction was contrary to the custom on the estate, and that no notice to quit had been served by the landlord. I was present and heard one of the old men examined for Mrs. M'Peake explain that the reason there were no auctions on the estate in old times was because auctioneering was not so profitable then as now, and there were no auctioneers in the country; that the way they settled these matters then was by putting the paper on the table and each man putting down his name.

4543. Baron DOWSE.—In that case was the landlord allowed a veto upon the purchaser?—He would not accept the purchaser.

4544. CHAIRMAN.—Was this case in the Land Court for compensation?—Yes; a case for compensation.

4545. Baron DOWSE.—As there was no notice to quit, there was no case under the Land Act. (Mr. Black).—We want the right of free sale when the tenant considers it necessary. The right of free sale was there withheld; as no notice to quit had been given, the Land Act did not apply. Mr. *M'Elroy*.—Here is another case, that of Robert Crawford, of Mullaghduff. In 1872 I offered for sale by auction a farm at Mullaghduff, near Armoyle, consisting of 99 acres, at £70 rent, held under Mr. Alexander Montgomery. The agent's clerk attended at the sale and objected to an auction of the farm. I consented to abide by whatever usage prevailed on the estate, and invited intending purchasers inside the house to give their private proposals in accordance with the alleged custom of the estate. The farm was sold to a Mr. Dinsmore at £712, but the agent refused to accept him as tenant, although he was highly respectable and solvent, having made a considerable amount of money in Australia. In the spring of 1879 the farm was again advertised for sale, this

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time by private sale. Only one or two persons were present, and no bid was offered. Afterwards the farm was sold to Mr. Thomas Wilson for £100, the tenant having lost £312 by the agent's objection to the purchaser in 1872. Mr. Wilson's offer was considered handsome on his part, taking into account the difficulty of selling farms last year.

4546. Baron Dowse.—Would you not give the landlord a reasonable veto upon the purchaser?—Most unquestionably.

4546A. And suppose the landlord differed from the other party, whom would you appoint to settle the question; the Land Court I suppose?—That is a matter for consideration.

4547. I am on the question as to the landlord's objection to the purchaser. Would you give the landlord a reasonable objection, supposing the man was a bad character, and that there were various reasons for objecting, that he had, for instance, ruined or worked out a farm in another place, and supposing there was a difference of opinion as to the tribunal you would select, would there be any objection to the Land Judge deciding?—I suppose there would be no objection.

Mr. Black.—I think the Land Judge would be the best tribunal.

4547A. CHAIRMAN.—Supposing the landlord wished to take it up, how would you regulate the price?—I believe the landlord should give the market value. I believe, in this case, the man having been offered £712 in 1872, that the landlord should have given the tenant £712. Mr. Black.—But in this case the tenant wanted to sell; and the landlord, not having disturbed him, I believe the Court held that no claim could be made against the landlord. Mr. M'Elroy.—I know that man, Dinsmore, very well, and there was no shadow of reason why he should not be taken as tenant.

4548. Baron Dowse.—But do you think Dinsmore's price was an excessive one?—I do not. I had about half a dozen competitors at the sale. This man, Crawford, was an old man, and he was anxious to get rid of the farm and retire, and yet that man was obliged to hold it at a personal loss in every respect. He had become unfit to manage the farm, and lost this £312.

4549. Did the landlord give any reason for objecting to Dinsmore?—The agent said there was an understanding that Crawford should spend £100 in the improvement of the buildings. I may say that Crawford denied such an understanding.

4550. Mr. Shaw.—Was that point raised publicly?—No; it was told to me by Crawford himself.

4551. Baron Dowse.—Do you consider that a violation of the Ulster custom?—Most certainly. And as the law then stood and now stands, a violation for which no redress could be obtained, because the tenant could get nothing. The landlord did not put him out, and the landlord therefore need not pay him anything. I regret I have to refer to the Chairman of county Antrim as I do in some of these cases. I believe he is an upright judge, but his idea on land matters is not such as is held by many of the farmers. Personally, I have the highest opinion of Mr. Otway. The next cases to which I will refer are cases of increased rent, and they are known in our district as "the Ballywillan cases." The leases of five tenants on the property of Mr. W. G. Lawrence, at Ballywillan, near Portrush, expired in 1874 or 1875, and a dispute arose about the new rent—as to what the new rent should be. They were as follows:—J. Dunlop, 21A. 2R. 6P.; Government valuation, £29 5s.; value of houses, £4; total, £33 5s. A. Rankin, 23A.; Government valuation, £28 10s.; value of houses, £2 10s.; total, £31. H. Rankin, 25A. 1R. 28P.; Government valuation, £33, value of houses, £3; total, £36. S. A. Dunlop, 81A. 1R.; Government valuation, £92 5s.; value of houses, £6 5s.; total £98 10s. H. Reid, 39A. 0R. 5P.; Government valuation, £40; value of houses, £3 15s.; total, £43 15s. Now I will give you the rent demanded, the rent offered, and the rent agreed upon before Mr. Otway. J. Dunlop, rent

demanded, £66 9s. 4d.; rent offered, £43 13s. 1d. rent agreed upon, £55 1s. 2d. A. Rankin, rent demanded, £64 16s. 2d.; rent offered, £44 8s. 10d. rent agreed upon, £54 12s. 6d. H. Rankin, rent demanded, £80 8s. 8d.; rent offered, £53 8s. 11d. rent agreed upon, £66 16s. 3d. S. A. Dunlop, rent demanded, £235 6s. 6d.; rent offered, £163 12s. 6d. rent agreed upon, £198 19s. 4d. H. Reid, rent demanded, £112 8s.; rent offered, £77 0s. 4d.; rent agreed upon, £94 14s. 2d. The Government valuation of that last farm was £43 15s. Now the tenants agreed to these high rents rather than be evicted from their holdings. They apprehended that the decision on the leasehold point would be against them, and they agreed to pay those enormous rents rather than leave their farms. I was speaking to one of them lately, as to how he was getting on, and he told me that for a short time he got on fairly under this rent, but that since 1875 he went further and further to the bad, and were it not for the sale of milk and butter in Portrush, they could not hold their farms at all as agricultural holdings. Mr. Holmes attended in court on behalf of the tenants, and Mr. M'Laughlin on behalf of Mr. Lawrence. It was a matter of arrangement between them and Mr. Holmes, and Mr. Holmes came into court and announced this arrangement which the tenants had agreed to.

4552. CHAIRMAN.—We had witnesses in Dublin who objected to arbitrators, because they always split the difference?—This was not a case of splitting the difference; the rent agreed to did not represent splitting the difference between the old rent and a rack rent.

4553. Baron Dowse.—Is it not a very dear rent for land in that neighbourhood?—It is a rack-rent.

Mr. Black.—It altogether arises out of the adverse decisions on the question of leasehold tenant-right.

4554. The O'CONOR DON.—What do you think the tenant-right of these holdings would sell for?—Mr. M'Elroy.—At present?

4555. Yes?—You could not get anything for them at present.

4556. That is the case which illustrates what you have said that the increase of rent has done away with the tenant-right?—Yes.

4557. Mr. KAVANAGH.—Do you know anything as to what was paid for the tenant-right before they got them?—No, I think there is one of these farms sold. There is the case of John Adams, who held a farm consisting of about thirty-seven acres, at the yearly rent of £17 16s. 9d., at Ballywillan, near Portrush.

4558. Baron Dowse.—He held it under lease?—Yes.

4559. For what time?—For thirty-one years. Mr. Adams recently purchased a larger holding in county Derry. I will read you notes of the case: "Mr. John Adams occupied a farm consisting of about 37 acres, at the yearly rent of £17 16s. 9d., at Ballywillan, near Portrush. His grandfather obtained a lease in 1791, from the then owners, the Messrs. Bristow, for thirty-one years and three lives, and the present surviving life is John Cromie, Esq., of Cromore. The lease is a good Ulster Custom lease, and contains no clause against the tenant exercising his right of sale. The property is an admirable illustration of the encouragement which such leases gave to the tenant to make permanent improvements, these having been effected upon it with skill and industry. Mr. Adams recently purchased a larger holding in county Derry, and he accordingly offered the Ballywillan farm for sale by public auction. The present landlord, W. G. Lawrence, Esq., believing that the Ulster Custom does not exist on the estate, served a notice on Mr. Adams, the principal portion of which is as follows:—'Now take notice that the said farm is held by the said John Adams, for the life of John Cromie, of Cromore, Esq., now aged 87 years or thereabouts, being the last surviving life in the lease of the said farm, dated 30th April, 1791, or thereabouts, by which the said farm was demised for the three lives therein named and the survivor of them, or thirty-one years, which should longest continue, and for no other estate or interest

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whatever. And I, William Gregory Lawrence, of Coleraine, in the county of Londonderry, in whom all the estate and reversion of the lessors expectant upon the expiration or termination of the lease is now vested, do hereby give notice to all concerned, that the said farm is not subject to any Ulster Custom or usage whatsoever, and none such will be recognized at the expiration or termination of the said lease. And I warn all intending purchasers that the purchaser of said farm will be entitled to no estate or interest thereon, or lien thereon, save only the unexpired residue of the said lease, which is all that the said John Adams is now entitled to. And that at the expiration or termination of said lease I shall take such proceedings as I may be advised, without in any way regarding or recognizing any alleged custom or usage to which the said premises or any part thereof may be alleged to be subject, or any right or interest whatsoever in the purchase at this sale after the expiration or termination of said lease." That was the notice. Besides that notice being served Mr. Lawrence sent his bailiff to read it to the parties at the sale.

4560. Baron DOWSE.—Was the property sold?—Not that day. The highest bid was £500, but Mr. Adams did not see his way to accept it. However, he afterwards accepted the £500. It was afterwards purchased by one of those tenants, Mr. S. A. Dunlop.

4561. And was the ejectment brought at the termination of that lease. When Cromie died was the ejectment brought?—Yes.

4562. Was it not on the expiration of that lease that the ejectment was brought?—Unquestionably.

4563. And the land claim was then made by the tenant under the Ulster Custom?—Yes.

4564. There was an ejectment, perhaps, brought at the expiration of that lease, relying on the title ending with Cromie's life, and the tenant put in a claim under the Ulster Custom at the expiration of the lease, but, recognizing the difficulty he would have in establishing the custom, entered into this compromise with the consent of his counsel?—Yes. That was a case of rack-renting.

4563A. The O'CONOR DON.—If the tenant-right in the holding had been sold four or five years ago, when he agreed to the increase of rent, would it be worth nothing at that time?—Very little; not very much.

4564A. Would it have been worth what he paid for it before?—No.

4565. Baron DOWSE.—Have you any other cases which you wish to mention to us?—There is a case of inadequate compensation in the Land Court. The Rev. Mr. Field held a farm, consisting of fifty-nine acres, at £68 rent, under Mr. S. Allen, Knockanboy, Dervock, Mr. Allen sent a valuator to value the farm in 1875, and the valuation was £94 12s. 6d. This rent Mr. Field offered to pay, but the landlord demanded £100. Rather than leave the place Mr. Field agreed to pay £100, but, owing to various circumstances, Mr. Allen proceeded to eject him. The case was heard at Ballymena Land Sessions, in October, 1876, and competent witnesses deposed that the farm was worth from £1,000 to £1,500. Mr. O'tway awarded £885. That farm was referred to as a model farm; the cultivation was splendid, and the houses were very neat and superior in every respect. If there is any farm in that neighborhood that deserves a high price, it was Mr. Field's farm. All Mr. Field got as compensation was £15 an acre, and he certainly should have got from £20 to £22.

4566. CHAIRMAN.—That would have been on account of his own improvements?—On account of his own improvements, and what he had invested.

4567. Mr. SHAW.—It would have brought a great deal more, I should say, at the sale?—It would have brought, at the very least, £1,500 at a sale. The claim was £1,750, which was a fair value.

Mr. Black.—And Mr. Field felt very much grieved that the Chairman gave him less than the lowest sum proved by the witnesses before the Court. £1,000

was the lowest sum proved, and all the Chairman gave him was £900.

4568. Baron DOWSE.—Did he give him less than the sum the opposing party proved?—Mr. M'Elerry.—Evidence was given by witnesses for the tenant, and it was not contradicted by the landlord's witnesses.

4569. The O'CONOR DON.—Was there any appeal in that case?—Mr. Stewart.—As a minister, he said he would not like to go into a law court again. (Mr. M'Elroy).—We have a case here of Mr. James Kirkpatrick, of Ballynagashel, who bought a farm three years ago at Carncullagh, on the Macartney estate, at about £500. The agent offered him a lease consisting of nineteen pages, for thirty-one years, towards the end of which it is provided that the tenant shall not have or make any claim for compensation under the 7th section of the Irish Land Act in respect of any money or money's worth paid or given, or coming into possession, nor for improvements. It is also provided that no covenant whatsoever other than the express covenants in the lease shall be implied therein. That amounts to a forfeiture of the entire tenant-right interest, and Mr. Kirkpatrick refused to accept the lease.

4570. Mr. SHAW.—Does he remain as a tenant from year to year?—He does.

4571. CHAIRMAN.—Was the £500 permitted by the landlord to be paid by Mr. Kirkpatrick, without protest?—(Mr. M'Elerry) I understand it was not—that Mr. Kirkpatrick, in giving the £500, gave more than the office rules permitted, but it was done outside the office.

4572. Mr. SHAW.—Does that sort of thing often happen?—It does occur, but it is not known—the transaction is not mentioned.

4573. CHAIRMAN (to Mr. M'Elroy).—Have you any other cases which you wish to bring under our attention?—Yes. On the 18th August, 1879, I offered by private sale a farm on the estate of Lord Robert Montagu, at Heagles, in the occupation of Miss Anderson, containing 10 acres statute, and held by lease for an unexpired term of 27 years, at £9 6s. 4d. There were several proposals, and the proposal of Robert M'Donnell, of £250, was accepted. Before he was accepted however, as tenant, he was required by the agent to agree to the following clause being inserted in the assignment:—

"That he, Robert M'Donnell, will not, at the expiration of the lease, claim any compensation from the Right Hon. Robert Montagu, his heirs, executors, administrators, and assigns, for money paid or money's worth given by him as incoming tenant, under any section of the Landlord and Tenant (Ireland) Act, 1870, or any Act of Parliament amending or altering same."

The purchaser is now in possession of the holding. The agreement has not been signed, but he got into possession on the understanding that he would sign the agreement.

4574. That agreement appropriates the tenant-right which you say exists after the expiration of the lease?—Yes.

4575. Baron DOWSE.—And it also provides against future legislation?—Yes; it is a far-reaching covenant.

4576. Mr. SHAW.—Tenant-right exists on that estate, I suppose?—It does; tenant-right exists in the form of private sale.

4577. Baron DOWSE.—Would you be in favour of the tenant being prohibited from contracting himself out of the Act of Parliament?—I would.

4578. You would extend that prohibition to large as well as small tenants?—Yes. Some of the greatest grievances I know have been in the case of large farmers. (Mr. Black).—We hold that the Ulster custom is a beneficial one—beneficial for the landlord for the tenant, and for the country, and therefore it should be preserved against the encroachments of the landlords.

4579. You say the public have an interest in its preservation as well as the landlord and the tenant?—Precisely.

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4580. Baron Dowse.—You say the public have an interest in the cultivation of the soil, as well as the landlord and tenant?—Precisely. There is another case I wish to bring under your attention. It arose upon a certain townland, I don't wish to give the name of the landlord, nor do I wish to give the names of the tenants, but with your permission I will read—

4581. CHAIRMAN.—Have you any objection to the landlord having notice as to matters not arising from any complaints of the tenant?—I have no objection. This information comes direct from the tenants; I may say we wish to go through all these matters with as much delicacy of feeling as possible. We don't want to bring harsh accusations against any one at all. (Witness reading.)

REVISION OF RENT ON TOWNLAND OF M—, 1876.

Tenants.	Government Valuation.			Old Rent.			New Rent.		
	£	s.	d.	£	s.	d.	£	s.	d.
A, . . .	48	0	0	54	10	0	60	0	0
B, . . .	7	5	0	10	0	0	11	10	0
C, . . .	24	0	0	27	6	6	30	0	0
D, . . .	55	5	0	50	0	0	68	0	0*
E, . . .	7	5	0	8	10	0	10	10	0
F, . . .	18	15	0	14	10	0	25	0	0
G, . . .	20	5	0	22	17	6	26	0	0
H, . . .	7	5	0	10	10	0	12	0	0

X of — holds 74 acres, statute, containing a good deal of rough ground, the Government valuation of which is £44 5s. During the last twenty-five years the rent has been increased three times. In 1876 he was paying £49 10s. rent, and he was required to pay £57 or leave, being nearly double the Government valuation.

Mr. Stewart.—The rent has been increased five times since the year 1865, and now the rent is more than double what it then was.

4582. Baron Dowse.—Do you think, Mr. M'Elroy, that a Government valuation is any guide to the rent at all?—I have gone into this matter of the Government valuation as carefully as I possibly could, and when I say as carefully as I possibly could, I wish to imply that I am not a skilled valuator. I wish to give my opinion as a man who has had pretty large transactions in the sale of land, and I have found that the Government valuation on heavy clayey soils is quite too high.

4583. Even for a letting rent?—Even for a letting rent. But for what we call light sandy loams I don't think it is too high. I would be inclined to think it is about fair.

Mr. Black.—Or light warm lands generally.

Mr. M'Elroy.—Or light warm lands generally. And as a proof of my statement that the Government valuation is too high on heavy clay soils, last year I was not able to sell heavy clay farms. They are what is called a drug in the market—could not sell them at any price.

4584. Baron Dowse.—Are these heavy clay soils low-lying land or high?—Low-lying lands.

4585. Mr. Shaw.—All tillage lands?—All tillage lands. What I mean by "low-lying lands" is a flat soil as contradistinguished from a hilly ground. I never find heavy soil on hills.

4586. Baron Dowse.—Do you know what they call in Scotland "carse" land; that is, alluvial land lying on the banks of rivers?—That is a different kind of soil. I would not call these heavy clays, alluvial soil. These heavy wet clays are really very bad, and in wet weather don't produce crops at all.

4587. Tenacious soils: they keep the damp?—Yes, tenacious soils that keep the damp. I sold last year a crop of oats on a field of that description at £2 10s. an acre, and the man who bought it told me that he lost by it. I have sold potatoes on this heavy clayey soil at 30s. an acre—

4588. On the foot?—On the foot, and the man told me that they were not worth digging. To give an interesting illustration of what I am saying. I was speaking to a man not long ago about this very matter. He said, "There is one field in my farm, it is a stiff

clayey soil, and last year I would have given the potatoes in it to a man for the digging of them. There is another farm lying a short distance from mine, the Government valuation of it is the same; and there is a field in it about the same size, and the owner got £40 for the potatoes in that field." In the one case there was the heavy clayey soil, and in the other the farmer realized £40 an acre in the sale of the crop.

Mr. Black.—The crops of last year upon heavy land were almost a failure.

Mr. M'Elroy.—A total failure.

4589. Mr. Shaw.—A different quality and one was as cheap as the other?—Yes.

4590. Baron Dowse.—Mr. Ball Greene, who was examined, told us that these valuations were not made for the purpose of letting land at all, but at the same time it would occur to me that a valuation of land for the purposes of taxation should have some proportion to what a man could make out of it. Mr. Black.—I was always considered to have a relative proportion.

4591. I may state, though I don't know whether it would be satisfactory to Northerners to know it that the valuation of land here is higher than in the South and West?—We are aware of that.

Mr. M'Elroy.—I have two extracts of Sir Richard Griffith's evidence before the Devon Commission as to his valuations. He adopted a higher scale in the second than he did in the first valuation.

4592. Mr. Shaw.—Do you think any valuation could be really useful when made by a professional valuator who did not know the land?—Certainly not. I believe no useful valuation could be made unless by a skilled valuator.

4593. Knowing what he was doing?—Yes; knowing what he was doing.

4594. Baron Dowse.—Do you think that a valuation of the whole of Ireland, for the purposes of revenue, could be made a satisfactory basis for the settlement of rent?—I believe it could.

4595. Mr. Shaw.—It would depend upon who makes it?—Yes.

4596. Baron Dowse.—They should take very good care in making it that the tenants' improvements were separated from the value of the land?—Most unquestionably. I believe there should be a general revision of the Government valuation of Ireland—that in that revision proper instructions should be given to the valuers. I need not define what the instructions should be, but if such instructions were given, such a valuation would ensue as would form a fair basis for the settlement of the rent.

4597. It would be some use, at all events?—There is another case of enormous rent (Witness reading). The Y family, at —, held a farm consisting of 54a., Cunningham measure. Down to last year it was held under a lease for three lives, at the yearly rent of £80. The landlord demanded £130 as the new rent, and the tenant consented to pay it rather than enter the land courts under the present law. The Government valuation of the farm is only £78, and £250 had been recently spent on improvements by the tenant. A portion of the land was reclaimed during the lease. At a fair rent the farm would sell at £1,000. At the present rent it would not sell at any price; that is to say, the tenant-right in it has been destroyed.

4598. Mr. Shaw.—Is it near a town?—It is within five miles of the market town of Ballymoney.

4599. CHAIRMAN.—The raising of the rent is within the terms of the tenant-right custom?—Yes, if it is a fair rent.

4600. Baron Dowse.—If there was legislation now that a man could hold his land in continuous occupation and at a fair rent, that man could, provide for the future?—Yes. We want to enable him to claim for revision. The next case I shall refer to is one of a limitation of the tenant-right. A man named —, who had for a long time held a farm on the — estate, offered it for sale a few

* Old lease.

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years ago. It was in a good state of cultivation. Believing that he had the right of sale he sold it to — for £240. The purchaser was solvent, had money in bank, and was in every respect an acceptable tenant. The agent refused to accept him, and insisted on another man getting it at the reduced sum of £200, or ten years' rent, to which the agent limited the input.

4601. Mr. SHAW.—Was the other man a neighbouring tenant?—I think so.

4602. Baron DOWSE.—Would it be possible that some of the agents—because, like the Land Act, they might have a word said for them—think that a man might be getting more than was reasonable?—Quite possible. They say that. I am disposed to argue that by-and-by.

4603. That a man might cramp himself so as to prevent him adequately using his resources on the farm. That might be possible?—Yes, it might be possible. But I have found that the best conditioned estates are those upon which tenant-right sells highest, and that the farmers who live upon those estates are the most comfortable and the most prosperous.

4604. And that the agent has no right to prevent a man letting his farm go into the market to bring its price?—Yes; the agent should have no such right. I know the farmers of Ulster to be shrewd men who know the value of tenant-right, and know the value of a cow or a horse. I find that they are careful of their bids and I know that they are careful of their money. I bring this forward to their credit, and that they are not at all disposed to give a fancy price for tenant-right or any other interest.

4605. CHAIRMAN.—You say that the landlord should have the option of considering whether the proposed purchaser would be a solvent tenant; would you say that that should be, that after paying the purchase-money he should have sufficient capital to stock the farm?—No. I shall explain. For instance, I sell a farm for £500, and the purchaser of that farm has to get a loan of £200. I should say that taking that loan with a farm bought at £500 would rather tend to strengthen his position in working his farm. That is not unusual, and it does not work badly, it rather works to the advantage of both the tenant and landlord. But it is quite possible that a man may buy a farm at too high a tenant-right price, and if he borrows all the money to pay for that farm, and has none to buy stock, that would be a bad case.

4606. Baron DOWSE.—What Lord Bessborough asks is whether in such a case you would give a veto to the landlord?—Not at all.

Mr. Black.—Not at all. We think that just because a tenant would go into a holding under such circumstances he would not be able to hold it, he would pass away in a few years, and the farm would go into the hands of another. The thing rights itself. It might as well be said that the inquiry should be made as to whether the proprietor when acquiring the estate is in fair circumstances to manage it for the benefit of the parties concerned. We hold that no such inquisition should be held, and equally do we hold that it would be superfluous in the case of the tenant.

4607. Baron DOWSE.—You say if a tenant is to be supervised in that way therefore the landlord should be in the same way?

4608. CHAIRMAN.—I don't see how a man could be a solvent tenant if he begins by going in with nothing to provide stock?—(Mr. Black).—I would not presume to say that every tenant is solvent. It is not the duty of the landlord, so far as the protection of his own interests is concerned, to ascertain if the tenant is solvent. It would be as much a matter for the interest of the community to ascertain that solvency, but equally so to ascertain the solvency of the landlord.

4609. I understood at the beginning that you said the landlords should have a reasonable objection as to solvency?—With regard to character, not solvency,

that works itself out in the end, it can do no injury, a far greater injury would be done if the landlord were to still have the veto.

4610. Baron DOWSE.—You say if a man is able to pay, and has a character as a respectable man, you object to the landlord making any inquisition into his means?—Yes.

4611. And if it turn out that he is not able to pay his rent he will be obliged to sell, and some one else will come into his place?—Yes, the thing rights itself.

4612. Mr. KAVANAGH.—But before he left the farm might not it suffer? Might he not be able to run it out?—That is true the farm might suffer, but equally so the estate might suffer if the proprietor were insolvent. Far less injury would be done by letting a farm in the solitary instance in which that would occur, and it would be only a solitary one indeed, by establishing what I suggest than by establishing the right of inquisition into the solvency of the tenant.

4613. Baron DOWSE.—I understand some of the witnesses advocating fixity of tenure to have granted the privilege to the landlord of proceeding to evict a man who wasted the land or who was letting it fall into a bad way; would you do that?—Mr. M'Elroy.—I would not do that.

4614. CHAIRMAN.—For dilapidation?—I would not, even for dilapidation, where the interest of the landlord could not be touched.

4615. Baron DOWSE.—Suppose a man buys a farm under the Ulster custom, paying a good round sum for it, whether he has the money or has had to borrow it you would not allow any inquiry, but might he not, by several years bad husbandry, run the land so low as to injure the landlord's security for the rent?—Mr. Black.—I think not.

4616. You have said that the tenant-right might be eaten into and entirely destroyed, and might not the tenant, on the other hand, eat into the rent and destroy the landlord's security for it?—I should perhaps have qualified.

4617. I only want your opinion. Supposing a farm of land at 30s. an acre, and that the tenant-right is worth £250, is not it possible the landlord might eat away the whole of that £250 by raising the rent from 30s. to £2 10s., and is not it equally clear that the tenant might by bad cultivation not only destroy his own interest but also injure the landlord's security?—There might be some solitary instances, but if the land was at a fair rent it could hardly ever occur. And I believe it would be better to let it occur in some isolated case or two, than to establish an inquisitorial investigation into the position and circumstances of individuals.

4618. You would say this, that if the tenant did not pay rent he should be evicted for non-payment?—Yes; for non-payment of rent, certainly.

Mr. M'Elroy.—I would be disposed to give the landlord a veto within reasonable limits.

4619. Mr. SHAW.—As far as solvency is concerned?—Yes.

4620. Where a man paying £500 borrows £200, that would not be a proof of solvency?—It certainly would not be a proof of insolvency.

4621. Mr. KAVANAGH.—I thought you said, in answer to a question, that you did not mean solvency?

Mr. Black.—I said character.

Mr. M'Elroy.—I would make solvency also a matter for the landlord's consideration. I think it has a right to be taken into consideration along with the character of the tenant. (Witness gave another instance). Tenant held a farm which he sold to a solvent tenant adjoining, for £400, in 1879. The purchaser was accepted as the incoming tenant, but subsequently he was served with a notice by the agent that the rent in future would be £35 instead of £23 10s. The purchaser refused to pay the increase, and the seller was obliged to give him back £40 of his purchase-money to induce him to keep the farm.

4622. CHAIRMAN.—In these cases of increase of rent, are they made at times when according to the

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custom there would have been a revision?—No. I hold that these increases of rent are infringements on the Ulster custom.

4623. Baron Dowse.—You would not object to an increase of rent, provided it did not go beyond a fair rent?—We object to all increases of rent on the eve of a sale. We say if the landlord is entitled to an increase of rent it should be apart from the mere matter of sale.

4624. Because it might have the effect of preventing the sale?—Yes.

4625. Mr. Shaw.—It should be done periodically?—Yes; periodically.

4626. Is it done now after the sale or before. In this case it was done before?—Generally before the sale. (Witness instanced two estates on which, in 1872, the tenants were informed that they would be only allowed ten years purchase, and since that time no land was allowed to be sold at a higher figure than ten years purchase. We hold that to be an infringement of the principle of free sale.)

4627. The O'Conor Don.—What would the holdings have gone at if there had been no limit?—From ten to fifteen years' purchase.

4628. Do you think that the man who purchased at ten years should be entitled to receive fifteen?—He would.

4629. You think they have a just claim to get more than what they paid?—Yes. Now, my lord, it might be a proper time to draw attention to infringements of the right of free sale in county Down. This advertisement appeared in the *Northern Whig*, on 30th August, 1880:—

"Rathgael farm, Bangor, co. Down, in the occupation of the representatives of the late Mr. Alexander M'Cullough. To be sold by public auction at the mart of Mr. Hugh Hamilton, 35, Ann-street, Belfast, on Friday, the 10th of September, 1880, at the hour of one o'clock, P.M., the following valuable properties in and near the town of Bangor, county Down. Lot 1. That desirable farm of land with dwelling-house, and offices thereon, known as Rathgael, situate on the main road from Bangor to Newtownards, and within twenty minutes walk of the Bangor railway station, containing in all about 105 acres, of which 28 acres are held in perpetuity free of rent, and subject only to the tithe-rentcharge; and the remaining seventy-seven acres are held from year to year under Lord Bangor at the annual rent of £146 9s. *The Hon. Somerset Ward, agent to Lord Bangor, will recommend his lordship to accept as tenant at the present rent any solvent and respectable person who may become the purchaser at the rate of £5 per statute acre.*"

That is the most absurd advertisement I ever saw. It appeared on the 30th August, 1880.

4630. Mr. Shaw.—From the county Down?—From the county Down.

4631. Are there any other cases of the operation of the Land Act to which you wish to call attention?—Yes. The next matter to which I wish to call attention is the abolition of the Ulster custom upon townparks. As I understand it, the effect of the Land Act is to abolish the Ulster custom on townparks.

4632. Baron Dowse.—I think the intention of the Act was, I won't say to abolish, but not to legalize the Ulster custom in the case of townparks—in fact to leave the custom as regards townparks in the same position as it was before the Act was passed?—Mr. Otway, in a case of which I have the report here, considered that the Land Act abolished the Ulster custom in the case of townparks.

Mr. Black.—The Judges made the 15th section of the Act overrule the first section.

Mr. M'Elroy.—To show how this section works I shall read an extract from Griffith's tenement valuation for the parish of Ballymoney in which the following holdings are entered under the denomination of townparks, and being so described in Griffith's Valuation, the 15th section of the Act applies to them:—Eliza Orr, house, offices, and land, 15A. 3R. 25P. John and Patrick Quinn, offices, houses, and land, 58A. 3R. 20P. Thomas Stewart, 7A. 2R. 30P. William Kennedy, 14A. 2R. 10P. Thomas Bogle, 55A. 2R. Alexander M'Elmoyle, 8A. 2R. 33P. These are all agricultural hold-

ings, to all intents and purposes, but being described in the valuation book as "townparks," the effect of the Land Act of 1870 is that the Ulster custom which had existed previously upon those holdings is now abolished with regard to them, which we hold is a wrong, inasmuch as they are really agricultural holdings.

4633. It comes to the same thing; but I think the more accurate way to state it is that the Ulster custom was not legalized upon such holdings as are described in the valuation as townparks?—Mr. Black.—Yes; and the result of the Act making the exception with regard to townparks is, that after the passing of the statute the landlords, as a rule, ceased to allow tenant-right with regard to them. I think the way it is generally understood is, that the Act abolished the Ulster custom upon such holdings, at least the Judges on appeal did.

4634. The Ulster custom, prior to the Land Act, was only morally binding upon the landlords; the effect of the Land Act was to render it a legal obligation in certain cases of agricultural holdings. The result was, that the landlord being compelled by law to do that which was previously only a moral obligation, he felt justified in dispensing himself from any objection in the cases excepted from the Act?—Mr. M'Elroy.—Just so; and I have given you an illustration of the wrong done to the holders of what are called townparks. The old custom in Ballymoney, before the passing of the Land Act, was that the tenants were permitted to sell their interests in those townparks freely and openly under the Ulster custom, and considerable sums of money passed in that way with the sanction of "the office." But about the year 1865 the custom was infringed upon, and since 1870 no sale of a townpark has been allowed at all. There is a misapprehension as to what constitutes a townpark. A large proportion of the land about Ballymoney, which is valued under the name of townparks, is really worked for agricultural purposes, and not held for pasturage at all; and, therefore, we are disposed to put forward a claim for the revival of the Ulster custom upon all townparks, whether held by town occupiers or farmers.

4635. I understand that you claim that every kind of holding, whether townpark or not, should be under the Ulster custom?—Yes.

4636. Mr. Shaw.—Especially where the custom existed before, and was destroyed by the Act?—Yes; the exception, in our opinion, is not founded in reason, and ought to be abolished.

4637. Baron Dowse.—Are you aware that the Ulster custom formerly existed in certain towns and villages in Ulster for houses?—Yes; and we are anxious to bring forward that question.

4638. I merely mention it, as you refer to old Ulster customs. Of course it is outside the scope of our inquiry?—I apprehend it is; but we were anxious to bring the question forward, if we were allowed to do so. There is unquestionably a strong feeling in many places in favour of what is called "village tenant-right."

4639. In your opinion the exception created by the 15th section, by which townparks are deprived of the benefit of the Land Act, should be struck out?—Yes; it should be struck out altogether.

4640. How would you deal with pasture land?—You observe the 15th section excepts "any holding let to be used either wholly or mainly for the purpose of pasture, and valued under the Acts relating to the valuation of property in Ireland at an annual value of not less than £50." What would you do with that?—I would abolish that exception also, and apply the Ulster custom to pasture lands as well as agricultural holdings.

4641. The O'Conor Don.—What would you do with the big graziers?—I would give them the protection of the Act also. I would apply the Ulster custom to all holdings in Ireland.

4642. Baron Dowse.—We had a reverend gentleman from the south examined before us the other day who

would not extend any favour at all to the graziers, as he considered that it encouraged the consolidation of farms?—I do not agree in that. I think the grazier should get protection as well as the farmer. They all have, to a certain extent, an interest in the cultivation of the soil, and that interest should be protected.

4643. There is another exception in this 15th section—"Any holding let to be used wholly or mainly for the purposes of pasture the tenant of which does not actually reside on the same, unless such holding adjoins, or is ordinarily used with the holding on which such tenant actually resides. How would you deal with that?—I would strike out that exception also. I think the Ulster custom should apply to those holdings. Tenants using land for pasture have a right to the protection of the custom as well as those who use it for tillage.

4644. It is said that in order to keep land in good condition for pasture, there must be money and labour expended on it occasionally?—There must. (Mr. Black.)—And graziers say that in many cases they are obliged by landlords to continue grazing their land—that they will not be allowed to break it up or apply it to any other purpose but that of pasture.

4645. CHAIRMAN.—I understand that you gave evidence with respect to the question of peasant proprietors before Mr. Shaw Lefevre's Commission?—No, but I think you could not get more valuable evidence upon that subject than was given before that Commission. It was very good evidence.

4646. Baron Dowse.—Do you think that the scheme of establishing a body of peasant proprietors all over Ireland would be a good way of settling the land question?—I may say at once that I do not believe in the expropriation of the landlords at all. I believe the country wants the landlords, but they should be under proper regulations.

4647. You think they have their uses?—They have their uses. I would regard the expropriation of the landlords as a national calamity. I would settle the relations between landlord and tenant on such a basis that they would, for a long time to come, live on terms of amity, and on terms mutually conducive to the good of both, and the prosperity of the country. If you ask me how I propose to secure what is called, under the Ulster custom, continuous occupancy, I answer, I would secure it in some such way as this—possibly, as you intimated before, your ideas are more advanced than mine.

4648. I assure you I have no "ideas" at all—I only threw out suggestions for the purpose of eliciting your ideas upon them?—Well, the suggestions you have thrown out encourage me to state what I may venture to call my plan. I believe that in case of eviction (as we must contemplate the case of eviction), any tenant in any part of Ireland should, in the first place, be entitled to the full tenant-right market value of his holding. Secondly, that in each case of eviction there should be a penal sum added of not less than one-third. If a man desires to sell his farm he is entitled only to the market value of that farm; but if the landlord desires to get possession of the farm, and turns out the tenant, that tenant is disturbed, and I hold that there should be a penalty put upon the landlord for that disturbance, over and above the full market value of his holding.

4649. That is on the supposition that the right of eviction remains as it is; but supposing the law were altered so that the tenant should not be evicted at all, as long as he paid his rent, then no question of compensation could arise?—Of course not; and my plan is inferior to that: I would fain hope that what you have mentioned will be the law.

4650. That is the reason you say "my ideas" are more advanced than yours?—Yes.

Mr. Black.—Perhaps you will allow me to say this on the subject of peasant proprietary: I would not expropriate the landlords by any Act of Parliament, that is to say, I would not compel them to sell their

property, but I would remove the obstructions that now exist to the free sale of estates, and permit such a natural distribution of the land as would take place under those circumstances, and I believe were those obstructions removed there would be before a century had elapsed a considerable proportion of the land of this country in the hands of the occupiers; but in the meantime I think it necessary that the occupiers should have some kind of security of tenure at fair rents and the right of free sale of their holdings, in order to do away with the evils which we find connected with the tenure of land in this country. I do not know whether Mr. M'Elroy differs from me when he says he would not expropriate the landlords. I would not expropriate them against their will, but I would remove all obstructions to the free transfer and distribution of land.

4651. Baron Dowse.—In short, you would not object to the natural creation and extension of a peasant proprietary in Ireland?—Precisely.

4652. But you would object to any artificial or compulsory scheme for doing it?—Yes; I am not now speaking of the Bright Clauses, which I believe to be beneficial. I would remove the obstructions which at present exist, and which I believe have been the foundation of the whole of the present *imbroglio*.

4653. CHAIRMAN.—Is there any other matter which you wish to add to the evidence you have already given?—Mr. M'Elroy. —I would wish to call your attention to the statement which I now produce, and which in my judgment is the most valuable statement that has ever appeared upon the subject of the Ulster custom. It was written by the late Dr. James Macknight, who had devoted great attention to the subject, and knew more about it than most men in the country. It is clear, logical, and argumentative, and not lengthy. I think the Commissioners would do the public a great service by allowing it to be embodied in their report.

4654. Baron Dowse.—Do you concur with Dr. Macknight in his statement?—I do; and I would ask to be allowed to hand it in as part of my evidence.

[Witness hands in the following statement.]

Having been requested to prepare a paper on the "Tenant-Right Custom of Ulster," for the purpose of bringing the subject before this Conference, it is, I confess, with some reluctance that I have undertaken the task. During nearly thirty years of my public life, I have been incessantly engaged in discussions on this subject, and in taking it up on the present occasion, I feel not a little of the irksomeness belonging necessarily to self-repetition, accompanied with a tacit consciousness of reproducing only facts and arguments with which the great majority of this assembly are already familiar. The object, however, as I understand it, is not so much to impart any new information on a "threshed out" topic—an achievement to which, at the present day, I can make no pretence—but to present the question in a systematic, though condensed form, by way of an outline-text for regulated deliberation. With this view, it appears to me that a few consecutive observations on the "origin, essence, and legalized development, of the Ulster Tenant-Right Custom," will bring before the Conference all the leading points necessary to be considered with a view to practical legislation hereafter.

My own theory from the first has been that the "Orders and Conditions of Plantation," issued by the British Crown in the beginning of the 17th century, by making the "Undertakers," or original landlords of Crown lands in Ulster, to be a species of public trustees for the State, in direct and publicly declared contrast to all feudal and irresponsible ownership of the soil, had the effect of creating, on behalf of Plantation tenants as such, an *ipso facto* interest in the soil proportioned to the difference between Plantation ownership and feudal ownership, as legally constituted. Every "Undertaker," or original Plantation landlord, was compelled to sign a stringent formula binding himself to a faithful, undeviating observance of the Plantation covenants laid down by the Crown, before the Royal Seal could be affixed to his "Letters Patent;" and a legal confiscation of these title-deeds was the penalty universally declared in case of disobedience, I may here premise that the law of territorial forfeiture had placed the absolute ownership of six whole counties of Ulster in the hands of the Crown; and the Sovereign, for the time being, might have retained in his own possession this immense territory

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converting it into a source of revenue for his own royal benefit, and leaving it as a rich inheritance to his family successors in after ages. James I., did not adopt this personal policy, and in the preface to his "Conditions of Plantation," he boasts of his own royal disinterestedness, and puts it forward as the ground and reason of the restrictions which he had decreed in reference to Plantation landlordism. The King's words are—"His Majesty, of his princely bounty, *not respecting his own profit, but the public peace and welfare,* * * * is graciously pleased to distribute the said lands to such of his subjects, as well of Great Britain as of Ireland, as being of merit and ability, shall seek the same, with a mind not only to *benefit themselves*, but to *do service to the Crown and the commonwealth*."

In the very next paragraph, the King gives this significant warning, that—"Forasmuch as many persons, being ignorant of the conditions whereupon his Majesty is pleased to grant the said lands, are importunate Suitors for greater portions than they are able to plant, *intending their private profit only, and not the advancement of the public service*, it is thought convenient to declare and publish to all his Majesty's subjects * * * the *Estates, the Rents, the Tenures*, with other articles to be observed, as well on his Majesty's behalf, as on the behalf of the undertakers, in manner and form following," &c. (Walter Harris's "HIBERNICA," Vol. I. page 63, Dublin, 1747.)

Exclusiveness and intolerance were amongst the dominant vices of the age in which the Plantation settlement was effected, and all parties at that era were more or less tainted with these infirmities whenever they had their adversaries in their power, while the unhappy civil wars, by which Ireland had been previously desolated, made one-sidedness to be a political necessity of the first Plantation arrangements. The liberal legislation of subsequent ages has, by the establishment of civil and religious equality before the law, entitled all tenants, resident within Plantation boundaries, to the equal enjoyment of Plantation rights and immunities, without regard to differences either of race or of religion. With this explanatory remark, I may mention that the undertakers were divided into three classes, first, English and Scottish Servitors who could let lands only to their own countrymen; secondly, Servitors in Ireland, who could let lands to native Irish as well as to other tenants; and thirdly, aboriginal Irish who were to be made Freeholders. The Crown rents charged to English and Scottish undertakers were fixed at six shillings and eight pence for every three score English acres, or a fraction less than three half pence per acre. The Irish Servitors were to pay at the rate of ten shillings per sixty English acres, or two pence per acre, but if they took none but British tenants, they were to have the benefit of reduction to six and eight pence, as in the first class, while the Irish Freeholders were to pay thirteen shillings and four pence for every sixty acres, or *double* the Crown rents charged to British Planters. This was monstrous partiality, but still it involves a principle of fundamental value in regard to the status of Plantation landlords, and Plantation tenants respectively, in the apportionment of rents, as we shall see presently.

Every estate, or "proportion," as it was then called, demised by the Crown to primary landlords, or "undertakers," consisted of land fit for agricultural occupancy, and for this class of lands alone were Crown rents charged, bogs, barren lands, and grounds covered with woods or forests in the surrounding neighbourhood, being marked off and thrown into each "proportion" by way of gratuity, without any Crown charge whatsoever, and till the present day the owners of Plantation estates in Ulster pay Crown rent only for the number of acres specified in the Letters Patent that were issued to the original "undertakers," unless perhaps in some very exceptional instances in which new patents may have been taken out at subsequent periods. The original landlords were mere adventurers who expended not a shilling upon the reclamation or improvement of the soil; every work of this description was executed exclusively by the occupying tenants themselves at their own sole costs and charges. In consequence of these tenant labours, continued through successive ages, the original estates have been augmented, not simply four or five-fold, but actually *ten-fold* in many cases, and modern proprietors are drawing enormous revenues from reclaimed estates created exclusively by tenant capital, and tenant labour, and for which estates the now recognized owners pay not one farthing of rent to the Crown. A single example will illustrate the extent to which this process of estate-enlargement has been carried on through the province. At the time of the plantation, the great wood of Glenconkein, in county Derry, extended from Dungiven down to the banks of the Foyle on one side, and to the vicinity of Newtownlimavady on the other, while so dense was this forest that Hugh O'Neill and his whole army took refuge in it from the forces of Queen Elizabeth, not many years before the plantation era, and

the Tyrone chieftain could not have been dislodged from this impenetrable fastness, had he not been betrayed by the O'Kane. At the present day, the only visible remnant of the gigantic forest in question is a stripe of comparatively stunted undergrowth popularly known as the wood of Ballykelly, the intermediate space between the latter and Dungiven having been cleared, broken up, and brought into its present cultivated condition, by the predecessors of its existing occupants, with the possible exception of a few isolated tracts of no great magnitude or importance. For the re-building of Derry City by the London Companies, the Crown allowed £50,000 worth of magnificent oak timber, or about half a million's worth in our present currency, to be cut down in Glenconkein, and from this circumstance alone, the clearance work effected by the plantation settlers in county Derry may be readily conjectured.

The Crown reserved to itself the special guardianship of the Plantation, including the right of sending Commissioners to inquire into the conduct of Plantation landlords, to ascertain whether they gave proper tenures to their tenants, all tenancies at will having been stringently *prohibited* in the Plantation "Conditions"; and particularly to discover whether in regard to the rents charged, the "undertakers had consulted 'their own profit,' instead of the 'public service,' as they were bound to do, and in consequence of one of these Commissions, commonly known as "Pynnar's Survey," James I.—the very monarch who had established the Plantation—instituted equity proceedings which, in the reign of his successor, Charles I., ended in a wholesale confiscation of all the estates held by the London Companies in county Derry. Amongst other breaches of Plantation engagements, it was proved that the delinquents had let lands at the rack-rents paid by the tenants of native "Irish freeholders" who, as already stated, were charged by the Crown *double* the head-rent required from English and Scotch undertakers, and who were consequently at liberty to charge proportionate rents to their own sub-tenants. The allegation filed in court, on behalf of the Crown, was that its own intention had been that Plantation landlords should give to Plantation tenants the "full benefit" of the Crown's generosity towards themselves. This legal plea was sustained, and its result is, that according to the original intention of the Crown, a Plantation rent ought never to exceed *one half the absolute rack-rent value of the holding demised*, while no such thing as mere tenancy at will was legally allowed to exist within Plantation boundaries.

In a celebrated appeal case decided by the House of Lords in 1846, the fact came out that legally the Crown is still the guardian of the Plantation, and possesses an abstract right of calling Plantation landlords to account for their administration. The difficulty in the way is, that the Court through which, in the 17th century, the Crown had been accustomed to act was abolished by the Long Parliament, and no substitute tribunal was named in its room. The Royal prerogative in this respect has consequently lain in abeyance ever since, and our present Courts of Equity would decline the responsibility of its revival. Had this oversight, on the part of the Long Parliament been avoided, Ulster landlordism, at the present day, would have been, in law, neither more nor less than a responsible public trusteeship.

As bog-battles between noble lords and their tenants have been lately becoming one of our modern institutions, it may be remarked in passing, that bogs have been added to estates without any Crown charge, the self-evident intention of this gratuity was, that the tenant people resident upon those estates should be supplied with fuel free of all charge. Amongst the populace even at the beginning of the present century, bogs were commonly designated as "*royalties*," for which landlords had no right to make any charge, and at the time mentioned, landlord interference with bogs was certainly unknown in county Down. I remember perfectly well the commencement of this interference, and the sensation it produced; but unhappily, in those days, there were no "Tenant Defence Associations," and original usurpation has since become sanctified by "effluxion of time."

The original "Undertakers," or Ulster landlords, were peremptorily bound to let *one-third* of their proportions in absolute perpetuity, and the remainder on secured titles for "years, for life, in tail, or in fee-simple," no such thing as tenancy at will being permitted, while, as we have seen, the rents to be charged must be strictly in proportion to the crown-rents paid by Plantation landlords themselves; that is, as already shown, these rents must not exceed *half* the rack-rent value of the soil. This arrangement clearly established, on behalf of Plantation tenants as such, a *beneficial interest* in the soil to the extent described, be the same more or less, and, in addition to this primary claim, the settlers

possessed all the cumulative interest arising from buildings, reclamation, drainage, fencing, and converting unproductive wastes into fruitful lands, and green pastures, the proprietary orders having never expended a shilling of their own money upon the improvement of the land. The Royal guardianship having fallen into desuetude, as already stated, the Ulster tenantry, with the perfect knowledge and assent of the landlords, established amongst themselves a regulated system of dealing, known from the earliest period as the "tenant-right custom," whenever a plantation occupant wished to leave his holding, this custom, in its simplest and most elementary form, being neither more nor less than the right of selling his "*good will*," meaning his total interest of every description, to the *highest and best bidder*, either at a private sale or a public auction. Humanity was precious in those early days; the population was sparse, tenants were not quite so "plenty as blackberries," and the Ulster landlords, provided their rents were paid, never troubled themselves about individual purchases. One tenant sold out, another party bought him out, and if this party, when gale day came round, punctually came forward with his rent, neither landlord nor agent ever made any further inquiry about the transaction. This was literally the "Ulster custom" in its primitive form, and in this form it continued till after the first quarter of the present century had elapsed. A desperate attempt had been made in county Antrim, about the middle of the previous century, to destroy the custom, which attempt provoked the reactionary insurrection so well known as the "*Hearts of Steel*," and landlords were chary about indulging in any new experimental aggression. From this historic era till the period already indicated, the current impression both amongst Ulster landlords and Ulster tenants was, that the tenant-right custom had, through uninterrupted usage become *self-legalized at common law* after the example of parallel customs in England, the common law of both countries being confessedly one and the same. About the year 1830, or probably a year or two later—I cannot at this moment fix the date precisely—a landed proprietor in county Armagh, a predecessor, I believe, of the Duke of Manchester, disputed a tenant's claim to the custom, and the case was tried at the Armagh assizes, when, to the surprise of the landed gentry, and the alarm of the tenant population, the judge's decision was in pointed opposition to the legality of the "custom." A second case, if my recollection is correct, was soon afterwards tried with a parallel result, and landlords forthwith commenced a widely spread movement for restricting the provincial usage, with a view to its final abolition, and also to an enforced assimilation of Ulster tenures to those of England. This attempted usurpation gave immediate rise to a formidable organization known as the "Tommy Downshire Boys," whose exploits are within the range of still living memories. These were the circumstances which, in 1835, induced Mr. Sharman Crawford, in conjunction with the late John McCance, then member for Belfast borough, to bring his first tenant-right Bill to the Imperial House of Commons. In the following year Mr. Crawford was joined by Richard Lalor Shiel, then in the height of his oratorical celebrity, and Mr. Shiel's name, in association with that of Mr. Crawford, is endorsed on the back of this first tentative charter of Irish tenant-right security. The history of the question from that era to the present needs no recital.

The Devon Commission, appointed on the 20th of November, 1843, and which presented its Report to Parliament in February, 1845, was a Commission entirely in the interests of Irish Landlordism. The evidence collected by this body was, and still is, extremely valuable; but the Report which the Commission drew up is intensely hostile to the Ulster Custom, stigmatizing the latter as dangerous to the "just rights of property," recommending Ulster Landlords to destroy it by sapping and mining, instead of open warfare, and all this while recognising "Tenant-right" as the foundation of Ulster's prosperity! Ulster Landlords have, in fact, acted upon the advice of the Devon Commission, and most of the restrictions and usurpations, embodied in what are now called "Estate Rules," owe their origin entirely to the counsels of this one-sided Commission.

The testimony of a declared enemy, when favourable to his antagonist, is invaluable, because above all suspicion; and the testimony of the Devon Commission in regard to the *genuine* Custom of Ulster, as a matter of fact established by their own inquiries, is consequently inappreciable. In page 14 of their Report, the Commission acknowledge that the usage "*dates from a very early period*"—that it is "neither extraordinary nor unreasonable that a tenant on quitting his farm," in the early state of society in Ulster, "should obtain from his successor a sum of money, partly in remuneration of his expenditure, and partly as a price paid for the possession of land, which the new tenant would have no means of acquiring." Having premised this explanatory statement, the Commissioners, in the next paragraph, go on to say:—

"From this state of things, a feeling of PROPRIETORSHIP appears to have grown up in the *tenant*, which continues in a great degree to the present day; and the extent to which it prevails may be seen by reference to various parts of the evidence taken in the Province of Ulster."

"Under the influence of this custom," the Commissioners go on to say, "the tenant claims, and GENERALLY EXERCISES A RIGHT TO DISPOSE OF HIS HOLDING for a valuable consideration, although he may himself be a tenant-at-will, and although he may have expended nothing in permanent improvements." This was the tenant-right claim in 1845, and notwithstanding the determined inroads attempted during the previous ten or fifteen years, all that the Devon Commission could say in that year was—that "Proprietors generally have been enabled to place a restriction upon this tenant-right, so far at least as to secure a power of selection with respect to the *tenant*, and to place some limit upon the amount to be paid." The evidence taken by the Commission shows that very little progress indeed had been made in the limitation of prices by Estate Regulations.

This Landlord Commission, then, has established the fact that the essence of the Ulster custom consists in a tenant's "claim" of a *proprietary* right, or *interest* in the soil, which right or interest, this same tenant further asserts it to be his hereditary prerogative, sanctioned by immemorial usage, to *sell* to the highest and best *bona fide* purchaser, either by private agreement, or at an open, fair competitive sale. From this simple principle of subsisting tenant-interest, and a right to *sell it*, the collateral equities of the custom follow by direct logical necessity. It follows, for example, that no increase of rent, levied upon the tenant's interest in the soil, can be legitimately demanded, since this would not be morally different from highway practice:—It also follows that, since no man can be turned out of his property without having first been paid its full value, "*continued occupancy*," at a rent fairly proportioned to the landlord's share, is a necessary corollary of the custom, and consequently that, under this tenant-right custom there can legally be no such thing as *Arbitrary Eviction*.

This brings us to the question—What is it that the Irish Land Act has really *done* by legalizing the Ulster Custom? The Devon description of Ulster tenant-right has now been twenty-eight years before Her Majesty the Queen, before Parliament, before successive administrations, and before the Imperial public, so that all parties must have *known* perfectly well the nature of the legislative change intended. The Land Act, then, has declared Ulster tenant-right to be, in law, a *proprietary interest* in the soil, and subject, of course, to all the collateral equities belonging to individual property in general, namely, that no stranger can arbitrarily confiscate it, or drive out its owner, without first paying to him its *full marketable value* as property, nor can the said supposed stranger legitimately compel a sale at all, if the owner is desirous of *retaining* his possession. Compulsory sales are admissible only when required for the benefit of the public at large; and since, by the Land Act, the owner of the fee simple, and the occupier of the soil are recognised as coproprietors of distinct, though concurrent interests, equally inherent in the soil, it follows that neither of them can summarily evict the other, in accordance with the established moralities by which property of every other description is protected.

The introduction into the Ulster Clause of the Land Act of the words—"Usages which are *known* as, and in this Act intended to be included under, the denomination of the Ulster tenant-right custom, are hereby declared to be legal"—were, no doubt, *meant* by the landlord party in the House of Commons to legalize estate regulations, which had been introduced in violation of the genuine custom, and in this sense they have been repeatedly interpreted by Land Sessions Judges. This, however, cannot possibly be their legal construction for the following reasons:—

1. Because, if the Land Act has legalized anything whatever in or about the Ulster custom, it has legalized the *right of sale*, which is the Ulster custom pure and simple, and a right of sale is necessarily a recognised right of legal property.

2. Estate rules have never been known, or acknowledged in Ulster, as the Provincial tenant-right custom, or as any part, portion, or adjunct of that custom, but solely as arbitrary attempts to *restrict* and curtail it.

3. The "usages" known and recognised as the Ulster custom are—the right of free sale, on the part of an outgoing tenant, and continued occupancy at a fair rent, to be calculated on data independent of the tenant's interest in the soil, so long as he chooses to remain in possession.

4. The assumption lying at the basis of the Land Act is, that previously to its passing, Irish tenants were *not* free agents, and could *not* make independent bargains for themselves; and accordingly in section 3, it is provided that

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certain leasehold contracts of this class shall be "void both at law and in equity." Estate rules, restricting the tenant-right custom, have been universally made and enforced during this period of tenant vassalage, when it is publicly confessed that the people had no power to help themselves. Mr. Gladstone, in his celebrated speech on the second reading of the Irish Land Bill in the House of Commons, emphatically proclaimed their condition of servile inability, and he warned Irish tenants against entering into disabling contracts in future, after the Law had made them free agents. The legalization of estate rules, in violation of the Ulster custom would, therefore, be an anomaly in palpable contradiction both to the *principle* and to the whole spirit of the Land Act. In the speech referred to, Mr. Gladstone pointedly declared that breaches of a custom could never, by mere lapse of time, become transformed into legalized usages.

5. The Judicial legalization of Estate Rules is contrary to the law of land customs and usages, as authoritatively laid down, and declared, by the Court of Queen's Bench in Dublin, in the year 1608, being the identical year in which the "Orders and Conditions" of the Ulster Plantation were first promulgated. Sir John Davis was then the Attorney-General for Ireland; he also acted as Principal Commissioner for the Crown in settling plantation affairs, and the case which gave rise to the judgment of the court was specially reported by himself, and published in a volume of Law Reports, to which a character of authority has always been attached in legal circles. This judgment of what was then the supreme court in Ireland related expressly to Irish land customs; and the substance of it was, that neither by "the King's grant, nor by Act of Parliament," could any such custom be established. This Common Law Custom, it is added, must be—"A *jus non scriptum*, and made by the *people* only of such place where the custom runs;" seeing that "no law binds the people only that which is made by *consent* of the *people*;" and "that which is expressed by several and *continued acts* of the same kind is a custom; and so, briefly—custom is a *reasonable act, reiterated, multiplied, and continued* by the *people* time out of mind. And this is the *definition of custom*, which hath the *virtue and force of law*." The court farther laid it down that every custom of this kind must "have *four inseparable qualities*—first, it ought to have a *reasonable commencement*; secondly, it ought to be *certain and not ambiguous*; thirdly, it ought to have an *uninterrupted continuance time out of mind*; and fourthly, it ought to be subordinate to the prerogative of the King, and not exalted above it."

This was the Common Law of land customs in Ireland at the time of the Ulster Plantation, as declared by the highest court of legal jurisdiction then existing, and officially reported by the King's Attorney-General, who himself, as I have already stated, was the Chief Commissioner for the settlement of the plantation. Apparently, by way of removing all possible ambiguity, the court have laid down, in a duplicate form, the definition above quoted, viz., *positively and negatively*—the positive affirmation being, that every such custom must emanate from the *people* themselves, and must be the result of their own free, voluntary "*consent*;" while its negative aspect is, that no external authority, whether called Parliamentary Omnipotence, or Royal prerogative, can create any such custom by an arbitrary mandate. It follows *a fortiori*, that what the supreme authorities of the State are constitutionally disabled from doing cannot possibly be done legally by any *subordinate* power, and least of all by the sovereignty of a landlord's rent-office, embodying its arbitrary decrees in the shape of an estate mandate, in opposition to a popular usage immemorially carried out. It is the "*Custom of Ulster*" alone which the Land Act has legalized, and on the ground above officially declared, I hold that no landlord infringement of this "custom" can ever become a self-legalized usage under the Land Act, however long this infringement may have lasted, seeing that the enforced usage supposed has been vitiated by gross illegality in its very *origin*, and has been consequently *null and void* from first to last.

I know it may be argued that estate regulations, though illegal in the first instance, may have been in operation during so long a period as to raise a judicial presumption that the original defect has been condoned by popular consent in the interim. My answer is, that every such judicial presumption is in direct opposition to the legal presumption embodied in the Land Act itself, namely, that before its enactment, Irish tenants were *not* free agents. Hence leases executed before the passing of the Act, containing clauses adverse to the new rights created under it on behalf of tenants, are not to be rigidly interpreted, though similar leases accepted *after* the date mentioned will inevitably work tenant forfeitures. Men, who were

not free to reject confiscating leases, could not possibly be free to reject estate regulations of a similar character, and it would, indeed, be a vast amount of "presumption," in a non-legal sense, to pretend that the merely passive endurance of a serf community under arbitrary injustice, involving the daily spoliation of that community's customary rights, could ever be rationally construed into free popular assent to a system of bondage, as well as of practical robbery in no very oblique form.

There is another point of immense importance, as it appears to me, and the point in question is this—the custom legalized by the Land Act is a *provincial*, not a merely district usage, and the "presumption of law," in connexion with it, ought accordingly to be that, *prima facie*, every tenant holding within the boundaries of Ulster should be regarded as assumably subject to the Ulster custom, unless the contrary shall be proved in evidence. This simple provision I strongly urged during the passage of the Land Bill through the House of Commons, and had it been accepted, it would have prevented a goodly number of anomalous decisions. At present every tenant, who appears before a land court is obliged to *prove* that his own *individual* holding is subject to the tenant-right custom—a task which, in hundreds of instances, is simply impossible in the form of technically legal testimony, though no human being who is acquainted with the case and its surroundings, may have any moral doubt on the subject. The *onus* of proof ought, in every instance, to devolve upon landlords, who can never have any difficulty in showing either the non-existence of the custom upon their own estates, or the mode in which, in the event of its "acquisition," as recognised in the Ulster clause, the tenant-right interest has become absorbed in the landlord's fee-simple.

This brings me to what I may call the policy of the Land Act, which policy ought to have been the unalterable *confirmation of secured tenures* wherever they exist, and the progressive extinction of insecurity of tenure everywhere throughout the Kingdom. This policy, no doubt, is virtually affirmed in the Act, particularly in the department known as "Bright's Clauses," while in the Ulster departments, landlords are enabled to "*acquire*" the Ulster custom, and to re-establish, in an intensified as well as in a perpetuated form, the old economy of rack renting, of eviction, and of feudal serfdom, with all its accompaniments of agrarian violence and of danger to the State itself. The Ulster custom, if legalized in its integrity, is "*continued occupancy at a fair rent*"—in other words, it is a conditional *perpetuity*, and the landlord power of summary eviction ought to be entirely abolished. If in any case a landlord may "*acquire*" the "custom," he should be legally required to *transfer* it to the next succeeding tenant occupier, *as a descending incident attached to the tenancy*. If some such arrangement as this is not permanently adopted, then all the evils of the old system will be reproduced periodically, and Imperial statesmen will hereafter find themselves compelled to bring in Irish Land Bills from generation to generation, until they take courage to deal with the subject in a spirit of unshrinking resolution, as well as of patriotic enlightenment. A public law which makes provision for a continued resurrection of the identical mischiefs which it has been intended to extinguish is a suicidal anomaly.

Another observation here occurs to me, and I venture to introduce it, though belonging properly to a topic previously noticed.—It is this: every land custom, according to the legal definition already quoted, must be "*reasonable*," in the sense of a *just, equitable, and rational* usage, based upon common sense, as well as upon common equity between man and man. It must also be a usage created exclusively by the *people* themselves, and tenant-right is precisely a custom of this identical description. Tenant-right is *not* a custom between *landlord and tenant*; it is a mode of dealing established by the *people amongst tenants themselves*, namely, between *outgoing and incoming* tenants, and it is, moreover, a custom by which the landlord's fee simple interest can *never be injuriously affected*. On the contrary, the *higher* the market value of the tenant's interest in the soil is, the greater and more indefeasible is the landlord's *security*, the payment of all arrears of rent being, in terms of the custom itself, a first charge upon all tenant-right sales. Upon tenant-right estates, landlords are, therefore, in a position of security enjoyed by no other class amongst her Majesty's subjects, nor even by her Majesty herself, so far as the collection of her revenue is concerned—that is, the landlords in question can never lose a farthing in consequence of *bad debts*, seeing that if tenants make any "moonlight flittings," they cannot avoid leaving behind them a good marketable value by way of a landlord indemnity fund. On the ground of proprietary interest, then, landlords have not even the shadow of a "reasonable" pretext for interfering with the custom in the way of restriction, but the direct contrary, as we have just now seen.

If the Land Act has done anything whatever, it has declared the Ulster tenant's interest in the soil to be legally recognized *property*, and subject, of course, to all the protective conditions, legal and equitable, by which the sacredness of every other description of property in the State is guarded. If it would be deemed monstrous, on the part of tenants, to attempt any enforced restriction upon the sum to be paid for a landlord's fee-simple property when brought to sale, it is still more unreasonable and more monstrous for landlords to *depreciate* the property of tenants by arbitrary mandates called "estate rules." In fact, there would be something like reason in tenant interference with landlord sales, seeing that when the owner of an estate *sells* the latter, he virtually *sells the occupying population* along with it, and the higher the price, the greater is the danger of attempted rack-renting on the side of the new proprietor. The conclusions I draw from these premises are the following:—

1. It is contrary to all the laws of proprietary security, legislative and moral, that any individual, who cannot show that his own *interests* are in vital *danger*, should be permitted to put an arbitrary value, possibly not one-fourth of its price as a saleable commodity, upon the property of another individual, however humble may be the rank of the latter. No Bill directly embodying such a principle as that now alluded to could possibly pass through the Imperial Legislature, since it would be a measure of barefaced confiscation.

2. Any usage giving to landlords a discretionary power of compelling tenants to accept for their legalized property a sum *below* its actual value as a saleable article, is an "unreasonable" usage, in contradiction to the fundamental requirements of common law, as well as destructive to the rights of property in general, and can never become a legalized custom, either by effluxion of time, or otherwise, being null, void, and inherently illegal from the beginning. Hence I argue that "estate rules," restricting the money value of tenant-right, cannot possibly be legalized under the Land Act, because from their very nature they can never possess the supreme characteristics required by the common law, namely, origination, from the people themselves, free popular consent, and intrinsic "REASONABLENESS."

There is just one other point to which I must briefly refer in conclusion, and it is the following, viz.:—The necessity and expediency of enlarging the jurisdiction of the ordinary Land Courts, so as to enable them to adjudicate in all cases of important differences between landlords and tenants. At present it is only in the form of "Notices to Quit," and of Ejectment Decrees, that disputes of this class can be brought into Court, and, in very many instances, questions of increased rent, and similar matters have been equitably adjusted. The form in which these incidents come forward is confessedly awkward and prejudicial, and no good reason, I think, can be shown why the Court should not have power to take them up directly on an application from either of the parties concerned. If a new landlord, for example, when coming into possession of an estate, attempts to interfere with the legalized custom, existing at the time of his succession, it would be a great advantage not only to the tenants, but possibly also in the end to the landlord himself, were the party or parties aggrieved legally enabled to bring the matter formally and at once into the Court on its own merits. The custom existing upon an estate could thus be judicially settled at the outset, and an immensity of vexatious litigation would be avoided in the future, while to every landlord who, as Mrs. Malaprop would express it, has not a "*puncheon*" for living in hot water, the extended jurisdiction suggested must prove a serious relief. I have only one concluding hint more to throw out, and it is this—that the landlord power of *distrain* should be *abolished*, and since feudal lordship has now died a natural death, and landlords have merged into the rank of dealers or traders in land, that they ought to be placed on the same level with all other trading and commercial interests in society, so far as the legal recovery of debts is concerned. In a word, landlords ought to be obliged to recover rent arrears in the Civil Courts by the ordinary law process made and provided in relation to other classes of debts, instead of being enabled, by an exceptionally unfair law, to cheat all other outstanding creditors out of their common share of any assets which an insolvent tenant debtor may possess for the discharge of his collective liabilities.

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Mr. JAMES MORTON examined.

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4655. CHAIRMAN.—You are a solicitor?—I am.

4656. You reside in Belfast?—Yes.

4657. Previously you resided in the co. Wicklow?—Yes.

4658. You have a general knowledge of the Ulster tenant-right custom?—I have.

4659. Could you give us your idea of what it consists of?—I conceive that it consists of the right of the tenant to sell subject to the approval of the landlord. I also consider that it consists of an implied contract that the tenant is not to be rack-rented, and not to be disturbed as long as he pays a fair rent. I conceive the origin of it to have been the equity of certain landlords, knowing that those men were planted there for a particular purpose—I think it arose in that way. I have read a great deal on the subject, and I never regarded it as having any other origin.

4660. You think it arose in that way originally, and that it afterwards became extended to other persons and other places?—Yes. I think it first arose with the servitors. I think it first arose in that way, and I am confirmed in that opinion from my knowledge of the circumstances attending the plantation of the barony of Shillelagh, where it does not obtain.

4660A. What is your opinion as to the working of the Ulster custom, do you regard it as satisfactory?—I think it at present very unsatisfactory. I regard the custom as involving, if it is worth anything, fixity of tenure at a fair rent. It is either that or it is nothing. I regard it as unsatisfactory, inasmuch as there is no means of ascertaining what that fair rent is or ought to be.

4661. In what way would you arrive at a conclusion as to a fair rent?—The way I would arrive at a conclusion as to what constituted a fair rent would be this, I would value the farm *minus* the value of the tenant's permanent improvements. That is quite a different thing from estimating the cost of the improvements,

capitalizing it, and deducting the interest from the rent, because if that were done, in many cases that I am aware of, the result would be that the landlord would receive no rent at all. Even in Leinster I know of cases in which tenants have expended on the land more than would buy the fee-simple. The way I would take it is this, the land was worth some rent when the tenant took it, and that is the rent I would put down for it.

4662. Would that be a perpetual rent?—It would be a perpetual rent with an exception which I shall state presently, which is the difficulty of the case in my mind, and which I am sure Baron Dowse is aware of.

4663. What is the difficulty?—The difficulty is that innocent purchasers of the land must be protected. That I think is clear, and therefore I would not go behind the last sale.

4664. At what period do you say that the rent should be fixed?—I would take the rent at the present time.

4665. And would you declare that rent to be perpetual?—Yes, I would declare it to be perpetual.

4666. No matter whether it was high or low?—There is the difficulty about making it perpetual—that it might be unfair to either party—as the value of the land may change, and therefore it is that many persons are for having the rents subject to alteration at stated periods; that perhaps would be fair.

4667. Would you have any tribunal for that purpose?—Yes. I would in the first instance leave it to arbitration, and failing agreement for arbitration I would leave it to the County Court Judge, and let it be determined by him upon hearing skilled evidence. I should state here the reason why I have come to the conclusion I have stated about fixity of tenure, my opinion is that as a rule the estates of resident landlords in Ireland are wisely and liberally managed,

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but there is no doubt there are other estates where a different system prevails. It is the old question of the choice between despotism and constitutional government.

4668. Baron DOWSE.—The difficulty is to get a wise despot?—Precisely. I have had great hesitation in coming to the conclusion I have mentioned. I have been working at the problem since I was twelve years old, but since the Act of 1870 was passed I think fixity of tenure has been only a question of time. The Act of 1870 converted the equity of some landlords in Ulster into a legal obligation, and let the others go free. I see no good reason for that. In the first place Ulster is not the only place in Ireland that has been planted. I think I shall be able to show that before I have concluded my evidence. In the next place, many others besides Ulster planters have improved the land greatly. I know many such cases in Wicklow, Carlow, and elsewhere. We must take it all and not confine it to Ulster. We have no right to make flesh of one and fish of another.

4669. You think that one land law should prevail over the whole of Ireland?—I do, although I think there are some parts of Ireland that are scarcely fit for it yet, where there are poor small holdings, holdings on which there can never be anything but misery.

4670. Places where if they had the land for nothing they could barely live upon it?—Precisely.

4671. A change in the law could not make those tenants any worse than they are?—I think the effect of establishing fixity of tenure in such cases would be that by degrees the strong and thrifty tenants would purchase out the weak and unthrifty; in other words the weaker would go to the wall. I don't say that that would be a consequence altogether to be deplored, but I think that would be one of the results.

4672. The survival of the fittest, in fact?—Yes, I think that would be the result. At the time the Act of 1870 was passed. I wrote to the *Daily News* and *Freeman's Journal* explaining my views and pointing out the defect in its principle—it was a most unscientific thing, and could only be temporary.

4673. In what respect do you regard it as defective?—In the respects I have stated; in the first place it was unfair, for it converts the equity that prevailed on the estates of good landlords into a legal obligation, and compels them to do by law that which they had done before from equity and good conscience towards their tenants; while, on the other hand, it lets other landlords go free.

4674. You mean that upon estates on which the landlords considerably allowed the custom of tenant-right to grow up, a legal obligation was imposed upon them in consequence of their fairness and equitable conduct; while other landlords, who had shown no such fair dealing, were allowed to escape, and had no such legal obligation imposed upon them?—Precisely. If you legalize tenant-right on the estates of some landlords who allowed it to grow up on their estates from fairness and equity towards their tenants, it strikes me to be not only inconsistent, but very unjust, to allow other landlords to continue to work their wicked will, simply because they had done so before.

4675. Then, if I understand you aright, you would not have simply legalized the tenant-right custom on estates where it existed at the time of the passing of the Act, but you would have enacted a well defined law, which would have bound all landlords in all parts of Ireland, establishing fixity of tenure?—Precisely. I stated my views at the time in the papers I have mentioned, reasoning *a priori* from the principles I have stated, and also from my own special knowledge of the way in which certain great improvements were carried out upon farms in Leinster. I have seen great improvements effected in Ulster, but I saw commenced, carried out, and completed, under my own eyes greater improvements in Leinster than I ever noticed in Ulster, and by men whose tenant-right was not worth sixpence.

4676. Upon estates on which there was no custom?—No custom.

4677. Simply tenancies from year to year?—Yes, or very short leases which are no better.

4678. The tenants did it, I suppose, trusting that they would be fairly treated by their landlords?—We sometimes people do odd things, without fully considering the consequences. I intend before I am done to give you an illustration of the extent to which some people will go in that way. I may mention one most remarkable case, inasmuch as it occurred under my own eyes. About forty years ago, a person named Collier got possession of a small farm upon Lord Fitzwilliam's estate, which was in many parts a mass of granite boulders, either on or immediately under the surface. He commenced working at it and improving it, and worked at it I think for about thirty years, removing the boulders, cleaving some, blasting others, and burying others. At the time he got the land it was worth about ten shillings an acre. It was good land in other respects—wherever the boulders did not touch it was covered with trefoil and shamrock. Now, were I putting a rent upon that farm, I would not estimate the cost of that man's improvements, because if I did that I should put a price upon it perhaps greater than the value of the fee-simple; but I would say "if that farm was worth ten shillings an acre when that man got it, it should be worth ten shillings an acre now, if it were in the same state," and I would give him the lease of the farm in perpetuity at that rent.

4679. That is ten shillings an acre?—Yes; it is now worth thirty shillings. I don't know whether the rent of that farm has been raised. It is a most beautiful farm, well fenced and well drained—a charming bit of land, but I think, in my own mind, that the equity of that man's case would be to give him a grant in perpetuity at ten shillings an acre.

4680. CHAIRMAN.—Do you know anything of the family?—I know the Colliers very well.

4681. Do you know there was some dispute?—Yes, I knew Collier was put out, and he became steward to my mother.

4682. Do you know whether he received an annuity from Lord Fitzwilliam?—I heard that he got an annuity.

4683. And that the family continued in occupation of the holding and are there still?—Yes, I know that.

4684. Baron DOWSE.—The case you have mentioned raises a serious question. Suppose a landlord has upon his estate a bare mountain side, worth, in its unimproved state, very little, and that he lets it to a tenant who improves it by an immense expenditure of time and labour, so much so that if you were to calculate the value of his improvements they would be worth more than the fee, so that he raised the value of the land to thirty shillings an acre, would you say that the whole value of that improvement should be the property of the tenant?—Certainly.

4685. Would you give nothing to the landlord for the inherent quality of the soil?—I would not allow him for the tenant's adventure.

4686. Would you give no consideration to the fact that after all the landlord was the owner of the land, and that it was the latent quality of the soil, and its capacity for improvement, that enabled the tenant to make it something worth?—I would not. I am clear that in Collier's case, he could not have effected the improvements he did for less than the value of the fee-simple, and I am at a loss to see why the landlord should get more than the land was worth before the improvements were made.

4687. Of course you know there are pieces of land in many parts of Ireland, conventionally known by the name of "land," but of such poor quality as would never pay for improvement?—Many.

4688. But if given to a tenant who has a little money and a good deal of spare time, he might by labouring on that land, putting soil on it, and improving it, ultimately make it something worth; in a case of that description I can well understand that the landlord should get nothing beyond what the land was worth originally; but supposing it was another sort of land, improvable land, land which would easily repay expenditure, so that a

tenant by expending time and money on it might, in a few years, repay himself to a great extent; in such a case as that would you give the tenant the entire value of the improvement, and no part of it to the landlord?—Well, I confess, I have not met a case like that.

4689. The O'CONNOR DON.—You have never met a case of land that could be improved by a small expenditure so as to be doubled in value?—I don't think I have.

4690. Are you aware land is very much improved by drainage?—I am.

4691. So that by an expenditure of £5 or £6 an acre in drainage, you may increase the value of some land ten shillings or fifteen shillings an acre?—I would have no difficulty about such a case as that. I would in that case say "what was this land worth without being drained?" I would take it in that way.

4692. You would not give the landlord any share in the improved value?—I would not be disposed to do so, because it was not he that made the improvement.

4692A. CHAIRMAN.—Suppose there was a piece of land worth very little in consequence of being a swamp—suppose the landlord lets it to a tenant at 5s. an acre, that the tenant expends £5 or £6 an acre in draining it and makes it worth something, and that he continues to hold it at the low rent for a certain number of years, is it not possible that the tenant might during that time recoup himself for his expenditure?—He might, if he got it at such a low rent, and that his expenditure was not very large.

4693. He might repay himself?—He might.

4694. And leave a surplus?—Possibly, but I confess I never met a case of the kind.

4695. If you did meet a case of the kind, do you think the landlord should get a portion of the value from the improvements?—I find a difficulty in dealing with such a case. But I would allow credit to the landlord if he had let the land at first at a rent manifestly less than its then fair letting value.

4696. Do you know the profit which Mr. Collier made by the granite that he got out of that land?—I do not; I know he made gate posts of a good deal of it.

4697. Do you know that he sent it round the country to considerable distances, it was so much prized?—I do not think he sent much of it at all. I lived very near him, and I knew he placed it along the road for anyone that wanted gate posts, but I never heard that he made anything considerable by it.

4698. But are you aware that he was put out of the farm by an arrangement with his own family?—I am not going into that part of the case at all. I have nothing to do with that. He may have been fully compensated by Lord Fitzwilliam, for anything I know. I merely mention the case as it occurred under my own observation, and in which the tenant, I have not the slightest doubt, expended more than the fee-simple of the land was worth.

4699. What is your opinion of leases?—I have not a very high opinion of them. Unless the lease is a very long one a man might as well not have a lease at all. I have seen people expend a great deal of money upon short leases, but the general feeling is very much against them now. Most tenants would just as soon have no lease as a short one.

4700. A tenant under a lease has it only till the end of his term; but a tenant from year to year may remain in occupation for ever, practically?—Yes; and if he is under a good and equitable landlord a tenancy from year to year is equivalent to a lease for ever.

4701. Baron Dowse.—Have you known instances in Ulster of the tenant-right custom being eaten into or damaged in value by raising of rents?—I have heard of it. Some landlords have been constantly raising rents. I have a strong opinion on that subject—in my opinion the rents of the original servitors, whoever they were, should never have been raised one shilling. I feel that very strongly, considering the circumstances under which they got their holdings. I will illustrate that better when I give my statement of the facts connected with the settlement of the barony of Shillelagh.

4702. It is very difficult now to bring the origin of tenant-right, arising out of the plantation of Ulster, into the region of practical politics?—No doubt. We must take things as they are, and for that reason I have said that in adjusting the question of rent and tenant-right I would not go behind the time of the last purchase for value. Whether you are going to put on a fixed rent or to leave it subject to a periodical revision, you must take the fair rent as being what a solvent tenant could afford to pay for the land as under a tenancy from year to year, minus the tenant's improvements effected since the date of the last sale anterior to 1870.

4703. CHAIRMAN.—Would you give the tenant a compulsory power to purchase his holding?—I would give that to every tenant, but I would limit it in this way; it would be very inconvenient to have every small tenant dragging up his landlord at every moment; but I would give it to a tenant whose holding was value for £50 a year, or to the tenants upon any one townland, or in any one district, so as not to make the thing too small and inconvenient.

4704. You would give the tenants that power for the purpose of enabling them to acquire estates in fee?—Precisely.

4705. Baron Dowse.—Peasant proprietors?—Yes, or rather farm proprietors. The expression "peasant proprietors" might be supposed to mean proprietors of very small holdings. I would extend it to the very largest holding.

4706. What we generally understand by "fixity of tenure" is, tenancy under a landlord; but the effect of the scheme you advocate would be, to get rid of the landlord?—That would depend on the extent to which it was availed of.

4707. Would you set on foot a scheme for purchasing out the landlords of Ireland at one swoop?—I would not; because the result of that would be that I don't think half of them would pay the instalments, and the State would have to resell.

4708. What I understand you to suggest is that when a tenant has some money he ought to have power to purchase his holding?—Yes.

4709. How much do you think he ought to have?—One-third.

4710. You would facilitate him in borrowing the remainder?—Yes.

4711. That would have the effect of naturally creating a class of fee-simple proprietors?—Yes, but there is one difficulty which presented itself to my mind as a solicitor (having been concerned in taking land for a railway), namely, the costs of making out title, and of the application of the purchase-money. These costs ought not to be thrown upon a compelled vendor; they would have to be borne by the purchaser, and in many cases they would be quite too heavy for a small tenant to bear, and must be paid by the State.

4712. As you have mentioned railways, of course you are aware that where a man's property is taken from him against his will for the purposes of a railway, he gets something extra for compulsory purchase?—I know that is talked of, but really what it means is this—that he is to get the fullest price. The landlord, if compelled to sell, is entitled to the fullest price—to such a price as would, if invested on the best security recoup him the income he has lost.

4713. According to your experience do you think the power of purchase would be largely availed of by the tenants if they had it?—I think it would in Ulster very much, and I think in Leinster also.

4714. Would you work it out by a modification of the Bright Clauses of the Land Act?—I would work it through the County Court Judges; I would give them the jurisdiction. I would move the County Court Judge by a short petition, and give him power to call for title deeds, and do all necessary acts the same as the Land Court has at present.

4715. Would not that be very expensive?—It would involve some expense.

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4716. Is that the expense which you contemplate throwing on the State?—Yes.

4717. Throwing it on the State means throwing it on the taxpayers?—Yes, I would throw it on a particular class of taxpayers.

4718. Who would they be?—I think you would yourself come in for a portion of it. I would throw it on every income of over £1,000 a year in the United Kingdom arising out of land or invested personalty. I would do it on this principle—that it is placing the tax on the shoulders of those best able to bear it, which I think is the turn the taxation of the future will take; and also for this further reason—England owes Ireland immense compensation for the legislation which hindered her trade and crushed her manufactures in the past.

4719. It would be rather hard to make the present generation pay for that?—I think not. The present generation of English traders have, owing to the legislation to which I refer, now a walk over in Ireland.

4720. CHAIRMAN.—You mention, in the notes which you furnished to us, that you are of opinion arterial drainage works should be undertaken by the State?—I do; through the Board of Works.

4721. Through what means is the State to be recompensed for the expenditure?—That is another question. I don't see how the work could be done, except by some such imperial taxation as I propose. The country has been left without manufactures; it is very poor, and I don't think Ireland could, of itself, bear the tax.

4722. Baron DOWSE.—How would you settle the fair rent, suppose there was a difference between landlord and tenant as to the amount?—By arbitration, if they would agree to refer it to arbitration; if not, then let them come before the County Court Judge.

4723. Do you think that tribunal would give satisfaction?—I think it should. I would give an appeal if either party wished it.

4724. An appeal to the Judge of Assize?—Yes. I see it might give rise to a good deal of litigation, but it can hardly be helped.

4725. Are there any other points in the Land Act requiring amendment in your opinion?—Yes; section 4, proviso 1, sub-section A, which excepts improvements made before the passing of the Act, and twenty years before the claim of such compensation shall have been made. I see no reason for that exception.

4726. You would not limit it to twenty years?—I would not. I see no reason why it should be limited. I was concerned in a case of great hardship, myself of that kind.

4727. Don't you recollect that at the time this Act was passed it was considered by some a great hardship that it should deal retrospectively at all?—I know it was.

4728. And it was thought reasonable to put some limit on its retrospective operation, and that was the reason of the twenty years' limitation because the Act altered rights, is not that so?—Yes; it did alter rights.

4729. It made a man liable to pay in respect of a thing past and gone, and over which he had no control?—Yes; but I see no reason for making the exception at all, once the retrospective principle is admitted. I know of a case of great hardship near Belfast—*Torrens v. Johnson*—it was with reference to a farm of twenty acres near Belfast. All the improvements, fences, houses, offices, everything had been done by the tenant or her predecessor. The lease expired and an ejectment was brought. She made a claim in the alternative, claiming compensation for improvements, and also for the Ulster tenant-right. She proved that the custom of tenant-right existed on the adjoining estate of the Marquis of Downshire. She proved that the improvements had all been effected by herself or her predecessor. The rents she had been paying was a full occupation rent, but she did not get a farthing.

4730. Do you object also to exceptions 3 and 4?—I do. I object to every limitation—I consider there should be no exception—that the court ought to have

power to award compensation in every case where the circumstances were such as to entitle the party to get it.

4731. You would compensate a tenant for his improvements no matter when made?—I would, provided they were unexhausted. I would give him their value at the time he quitted his holding—the only exception being where he got the lease, or became the tenant on the express terms of making the improvements. There is another matter I wish to mention, that the rents are much more moderate in Ulster than in any part of Leinster I am acquainted with.

4732. For the same class of land?—Yes, and I attribute it to the Ulster custom.

4733. The O'CONOR DON.—You think the Ulster custom has a tendency to keep down the rent?—I think so.

4734. Baron DOWSE.—The landlords in Ulster did not charge so much rent for land as the landlords in the south did, because they admitted the rights of the tenants?—Yes.

4735. Complaints have been made to us, both in Dublin and here, that a contrary practice has prevailed here lately?—So I have heard.

4736. And that the landlords are destroying the tenant-right by gradually raising the rents?—Yes.

4737. Has that system of raising the rents prevailed only since the custom has been legalised by Act of Parliament or before it?—Before it—I have heard of many cases both before and after the Land Act became law. I was told of one case in which the rent was raised 130 per cent.

4738. Might it not have originated in this—that for some years latterly the tenants were well off, they got good prices and good harvests, and the landlords thought they had a right to share in that prosperity?—Yes, but it took place in times long anterior to those—it took place in 1850.

4739. Baron DOWSE.—I have heard landlords say that the rents have been the same for the last thirty years, but that though the tenant got better and higher prices for every kind of farm produce his landlord got none of those advantages—have you heard of cases of that sort?—Frequently landlords have told me so.

4740. Have you any land yourself?—I have not.

4741. Is there any other point to which you wish to call our attention?—I wish to make a statement of facts in relation to the settlement of the barony of Shillelagh. In the commencement of the last century the barony was one of the wildest of wild places—it was the last resort of the wolf in Ireland. The roads were mere tracks, and I don't believe there was a bridge in the whole district. The Marquis of Rockingham in the first half of the century planted it with a numerous yeomanry and with some families of a different class—men of means. Frank Morton came there from the Queen's County. He settled at Tinnahely, where there were then, as I am informed, but two small cabins. He built a house. There was at that time no market and no trade in the locality. He built a corn mill, a distillery, a malt house, a brewery, and a tanyard, and carried on all those trades himself. Before he died he had a market town there, with a market house in the centre of it. He died leaving four sons; the youngest remained in possession of his own house and farm, a large one. Some years afterwards the rebellion of 1798 broke out. His eldest son, Harry Hatton Morton, a well-known magistrate of the quorum in three counties, went through the Roman Catholic peasantry and farmers, and urged them to remain at home, and they followed his advice—conduct for which it always struck me that Harry Hatton Morton deserved a civic crown—for they remained steadfast and peaceable during the whole period of the rebellion, cultivating their own farms and also the farm of his brother, James Morton, who was a yeomanry officer, constantly under arms, and marching to repel invasions. There were repeated invasions, but six corps of yeomanry repelled them and held the barony for the King and the absentee landlord. In the course of time James

Morton died, and with him expired the lease. He had an only son, Frank Morton, who had a number of little boys. He was living on a very large but poor farm, one of the very worst on the estate; his father's was one of the best. He thought that though the lease of his father's farm had expired on his death, that his claim as son would be recognized, and that he would get the farm; but no, he was informed that the farm was required to be cut up into townparks and that he would not get it. The agent took possession of the farm, the old farmstead of Frank Morton, also the malt-house and other buildings including some houses in the town; and the only compensation allowed was a gratuity of £10 a year to the daughter of Captain James Morton. I am not now casting any blame either on Earl Fitzwilliam or his agent. I am merely showing what the system is, and what can be done under it.

4742. The O'CONOR DON.—When did James Morton die?—I think it was in 1833. I was twelve years old at the time.

4743. That was long before the Land Act?—Yes. I am merely stating these facts to show the results of the insecurity of tenure. That land was not worth more than 5s. an acre on the day Frank Morton came to Tinnahely. It was Frank Morton that created the town, there is no doubt about that, unless tradition is altogether in error on the matter. It was his industry that created the town, and that had indirectly given to that land the value it subsequently acquired as a site for townparks.

4744. What was the result of the conduct pursued?—Frank Morton the younger from that time forward spoke of nothing but emigration, and the same feeling took possession of his sons. His second son, George D. Morton, emigrated to Canada, and is now a director and one of the principal proprietors of the St. Lawrence Bank. His third son, William Morton, went to Melbourne, and has been successful there. The youngest son also went to Canada and is now a physician there and said to be in large practice. Not one of those three men would have thought of leaving Ireland had it not been for the discouraging conduct pursued. That I can certify from my own knowledge.

4744A. Baron DOWSE.—What do you say should have been done by the landlord when the lease expired?—What I say is that the son of James Morton should have been given the farm in perpetuity at 5s. an acre, that being the value of it when Frank Morton got it. Whatever additional value it afterwards acquired was the result of the industry and energy of Frank Morton. That farm was worth £2,000 at the least when the family of the Mortons were deprived of it. I am not blaming Earl Fitzwilliam, nor his agent, I merely mention the case to show the effect upon those men of what they considered injustice.

4745. But according to what you have stated it appears they are all far better off now than if they

had remained in Tinnahely?—Undoubtedly. But that is not the point. No doubt what occurred turned out all the better for them; but the point is, the effect such conduct has on the industry and prosperity of this country. That case had the effect of drawing my attention to the subject of the Plantation of Ulster, and the Ulster custom. I have endeavoured to look at it in the most equitable way I could, and I think what I have said would have been the equitable way of dealing with the case. I do not say the same principle would apply to every case, but it certainly would have applied to that case, because Frank Morton was the man who had created the town, and given to the land whatever additional value it possessed.

4746. CHAIRMAN.—If the law had been then what you say it ought to be now—fixity of tenure at a fair rent—he could not have been turned out as he was without compensation?—Certainly.

4747. And that compensation should have been estimated having regard to the original value of the land and the improvements made upon it by the tenants?—Certainly. I may conclude by mentioning that the fourth son of James Morton's son remained for some years in occupation of the other—which I have called the poor farm. He struggled on, but it was land of such poor quality that he never could profitably cultivate it. I saw there was no use in his continuing there, he worked away and improved the land as much as it could be improved, I advised him to leave, and he has gone to America, to take possession, as a present from one of his brothers, of a furnished house and 200 acres in the splendid county of York, Ontario.

4748. I can say from my personal knowledge, as I knew him myself, that he was one of the most industrious men I ever saw?—Indeed he was. I have given you an outline of my views and of facts which came within my own knowledge—I have no prejudice in the matter. My sympathies are as much on the side of the landlord as of the tenant, but I see no remedy for the existing state of things but fixity of tenure, although I foresee that inconveniences will arise out of it. I wish to add that I often visit that part of the country, and I admire greatly the improvements which the late agent of that estate, Mr. Ponsonby, has made—improvements which could not have been carried out if fixity of tenure had been in existence there—by squaring farms, removing tenants out of unsuitable places, and fixing them in places that are suitable. I am quite free to confess that the estate is more ready to receive fixity of tenure now than it was when I was twelve years old. I wish to give both aspects of the case fairly. Another thing I have noticed in going through the county is the absence of the middle classes of the people. There is hardly an educated man to speak to. The country people (whether hypocritically or not), deplore to me that the class of gentlemen are gone that used to supply their magistrates and professional men.

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Mr. James Morton.

Mr. JAMES FERGUSON, Silversprings, Co. Antrim, examined.

Mr. James Ferguson.

4749. CHAIRMAN.—You are a member of the Antrim Central Tenant-Right Association?—Yes. I am a member of the Ballyclare Association, and a member of the Committee of the Antrim Central Association.

4750. Do you attend as a representative of those associations?—I do not. I came here for the purpose of stating a few facts which won't detain you long. I can show you how matters stand in our neighbourhood, and how at the end of our leases we lose our tenant-right.

4751. Who is your landlord?—Mr. Langtry.

4752. I understand that you purchased the tenant-right in a lease which expired in 1870?—Yes.

4753. What was the rent?—£173.

4754. On the expiration of the lease was an increased rent demanded?—Yes; £255.

4755. How many acres were in the holding?—It contained 82A. 1R. 15P., Irish.

4756. What is the valuation?—Griffith's valuation is £177 15s.

4757. When was the lease made?—Thirty-one years previous to 1870.

4758. The term was thirty-one years?—Yes.

4759. Upon what tenure do you hold now?—On a new lease for thirty-one years.

4760. Mr. SHAW.—You took a new lease?—I did, at the increased rent.

4761. You could not help it, I suppose?—I could not help it. I had nothing else for it. I should either take the new lease or go, and under it I am debarred from any claim under the Land Act.

4762. Has your landlord any other property in the district?—He has, and on the whole property there is tenant-right. There is only one farm held by lease besides mine.

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4763. Are there others small tenants?—Yes, holding under yearly tenancies.

4764. Are they better off than the men that have leases?—Much better off.

4765. Have their rents been raised?—Not a farthing since he came in for the property.

4766. I understand that you bought your farm from the man who had the lease originally?—Yes.

4767. You bought the old lease, and now you have a renewal?—Yes, at an increased rent.

4768. Are all claims under the Land Act barred by the new lease?—Yes.

4769. Including compensation for permanent improvements?—No. If I can establish a claim for permanent improvements, such as buildings or tillage, I would get it.

4770. What sum did you give for the lease?—I gave £1,200.

4771. How long was that before its expiration?—Four years. I paid that money with the knowledge and consent of the agent of the property.

4772. Did you do that in the expectation that tenant-right would exist at the determination of the lease?—Of course I did. Otherwise I would not have paid the money.

4773. Had that been the practice upon the estate as far as you knew?—It was. I never knew any other practice to prevail until the year 1870. And it is still the custom in other cases. Small farms have been since that time sold repeatedly by public auction.

4774. And no increase of rent?—No increase.

4775. Why did they make an exception in your case?—They took the benefit of the Land Act, and said that I had no claim at the end of the lease.

4776. And they put a rent on your own improvements?—Yes. They put a rent on my purchase-money and improvements. The land is much better now than when I got it.

4777. CHAIRMAN.—You did not bring the case into court?—No. I thought it better not to do so, but to hold on the farm. Counsel advised me that I had no claim under the Land Act.

4778. You could only have a claim in case of eviction?—Only in case of eviction.

4779. You might have refused to pay the increased rent, and then, if they evicted you, you could have brought your claim for compensation, and you would have had to run your chance of being able to substantiate it?—Yes; and I was advised not to do so, as other persons under similar circumstances had failed in getting compensation.

4780. You hold another portion of land under a different landlord?—Yes, 14A. 0R. 38P. Irish.

4781. Under whom do you hold that?—Lord Donegall. The old rent was £21; the present rent is £52 10s.

4782. When was that increase made?—Five years ago.

4783. Is that building ground, or anything special?—No. I have a scutch mill and corn mill which I built on it myself. I spent £1,500 in building on that portion of my farm, and £200 in improving the land.

4784. The land alone is not worth the rent, I suppose?—It is not. It was on my own improvements the rent was raised.

4785. Did you hold it on lease?—Yes, on lease for sixty-one years. After the lease ran out they increased the rent to £52 10s. They gave me a lease of it for thirty-one years at that rent, and under the lease I am debarred from making any claim under the Land Act, except for building and manure.

4786. What is the valuation?—£65; but the greater part of the value is on my own buildings.

4787. You built a scutch mill on the land?—I did.

4788. And a corn mill?—I did.

4789. Was it a condition of the original lease that you should put up those mills?—No. There was nothing of the sort.

4790. The water power was there and you built the

mills?—Yes. There had been an old mill there previously. I should mention that at the time the lease was made, people took them for sixty-one years in preference to taking them for lives renewable; because those leases for years were always renewed without any difficulty, and were more convenient.

4791. Was there a fine payable on renewal?—Very little. There was something, but scarcely anything. I have another part of my farm that cost me about £1,300, but, under the present law, I expect in a few years, that in place of paying £13 9s. 7d., I shall be paying £60 a year for it.

4792. Do you hold that also under lease?—Yes.

4793. Is it land only, or are there any buildings on it?—Land alone. There is only one house on it. It contains 24A. 3R. Irish.

4794. Why do you apprehend that you will have to pay so much for it?—Because it is improved in value.

4795. Where is it?—About twelve miles from Belfast.

4796. Would you be willing to pay a reasonable rise of rent at the termination of the lease?—I would, if the time was such as to afford it.

4797. You would not object to a reasonable increase?—I would not.

4798. You look on the increases that have been made as unreasonable?—I do; I consider them very unreasonable.

4799. Mr. KAVANAGH.—What is the Poor Law valuation of the last portion you have mentioned?—£55 10s.

4800. How much are you paying for it?—£13 9s. 7d. under the old lease. That rent has been paid for it from time immemorial.

4801. You did all the improvements?—Everything. Everything that was done was done by the tenant. I never saw the landlord or agent's face on the property.

4802. Baron DOWSE.—Except when he wanted his rent, I suppose? No, not even then. I always paid the rent without putting him to the trouble of calling.

4803. CHAIRMAN.—You say there is one house on that portion?—Yes, an old dwelling house.

4804. Is it of much value?—No, not more than about £4 a year.

4805. What improvements have you done on those 24 acres?—It was very rough land, covered with furze, ditches, crooked fences, large stones, and a large number of gravel pits in it. I had to grub it, to level it, to fill the holes. I have it levelled now so that you could run a machine over it. There were eight square perches of it that cost me over £60 to level. I did not think at that time that our tenant-right was going to be cut down.

4806. You say that is on Lord Donegall's property?—Yes. I wish it to be understood that I am not faulting Lord Donegall or anybody else. I only complain of the law.

4807. Is that raising of rent a common practice in your part of the country?—Perfectly common. I wish to produce to the Commissioners a copy of a lease from Lord Cairns to a tenant some years ago, in which he debars him of everything. [Witness handed in copy lease.]

4808. Mr. SHAW.—This is a lease for 31 years?—Yes.

4808A. Debarring the lessee of all tenant right?—Yes. The man that took that farm paid £150 for it. It was a mountain farm, and the land unreclaimed when the tenant originally got it. You will see by the lease that there is only part of it reclaimed as it is.

4809. Everything had been done on that farm by the tenant?—Yes, everything.

4810. Baron DOWSE.—You say you don't blame the landlord for increasing the rent, but that you blame the law?—Yes.

4811. How would you remedy it?—I would give leasehold tenant-right, and I would have a valuation of land by arbitration.

4812. Some people have suggested fixity of tenure as the remedy, and that the tenant should hold the

land as long as he pays his rent, and not be turned out unless he fails to pay it?—I don't know that I would go so far as that. It would scarcely be fair, I think, to prevent the landlord from ever getting back his land, if he was willing to compensate the tenant for it.

4813. By paying him for his tenant-right?—Yes, and in addition for any inconvenience to which he may be put.

4814. The O'CONOR DON.—Was it not always the custom on the dropping in of leases to increase the rent?—Never. I never knew the rent to be increased on Lord Donegall's property, till lately.

4815. Baron DOWSE.—Would this meet your views—fixity of tenure at fair rents, the tenant not to be disturbed as long as he paid the rent, but that if the landlord wanted the land for himself, or for any fair or legitimate purpose, he should be entitled to get it by compensating the tenant?—Yes. I think that would not be unfair, I don't think anybody in the north would object to that.

4816. Mr. SHAW.—This meddling with tenant-right which you say has been practised on some estates, by increasing rents, has I suppose caused great dissatisfaction?—It has almost set the people wild. They have no security, and are afraid to improve or expend their money on the land. Many of them are leaving the country. There are a couple of farms to be sold near me at present; one of the best men in the neighbourhood is going away, he says he will stay in the country no longer.

4817. Owing to the increase of rents?—Yes, and the frequent interference with sales.

4818. The landlords interfere with sales?—Yes, both by increasing the rent on the incoming tenant, and in some cases they insist on having the selection.

4819. Do they in some cases limit the price to be paid?—They do. One man sold a farm in my neighbourhood a few years ago, which he had held since 1824. He had built the houses, and made all the improvements; but being old and no longer able to work it, he tried to sell it. The landlord said he must get part of the purchase money, or else he would raise the rent.

4820. He insisted on part of the purchase money?—Yes.

4821. As a premium?—Yes.

4822. Not as rent due?—No; there was no rent due. He sold the farm for £500, of which he had to give £200 to the landlord. That man told me this morning that on four acres of that land, he had expended more than £50 an acre. He had worked at it for years, drained and improved it. Mr. Adair, of Loughinmore, had told him, he was expending more on it than the land was worth. He never received any assistance from the landlord, from the time he first became tenant, but one £5. It was as snug a farm as you could see in the district at the time he left it.

4823. Are there any other cases that you wish to mention?—There are some landlords who have compelled the tenants to take leases and pay fines.

4823A. At an increased rent?—Yes.

4824. Had those parties held previously as tenants from year to year?—Some from year to year, and some for leases which expired.

4825. They are obliged to take leases at an increased rent?—Yes, and to pay fines.

4826. Did any of the leases exclude the tenants from the benefits of the Land Act?—I could not say as to that, but I know on the late Mr. Samuel G. Getty's property, the tenants were obliged to take leases and to pay fines also. The fine was a year's rent for every ten years in the lease.

4827. They had an option I suppose?—They had no option. One man refused, and was served with notice to quit and left.

4828. Did he claim compensation?—No, it was before 1870.

4829. The O'CONOR DON.—Was this before the Land Act?—It was.

4830. CHAIRMAN.—Has it been done since the passing of the Land Act?—Yes, it has, and far more frequently than before. It was only in some cases it was done previously.

4831. But now it is getting general?—Yes. There is a neighbour of mine—as large a farmer as there is in my district—and a man very well off, who had built two sides of a farm-yard, good barns, stables, and sheds, and who had the foundations cut for the remainder; that man told me within the last two months that he would make no more improvements, that there was no use in his laying out his money, for at the termination of his lease the landlord could appropriate the whole of it. Another neighbour of mine who intended building a new house, and who consulted me as to his plans, told me that he would never build until there was some change.

4831A. On whose property is that farm?—Mr. Young, of Galgorm Castle, a very good landlord. But no matter how good a landlord may be, he has the power to do it, and there is consequently a feeling of insecurity.

4832. It is not that Mr. Young would be likely to do it more than any other landlord, but that he would have the power to do it?—Exactly.

4833. And you say it is becoming a practice to increase rents, and thus diminish the tenant-right?—It is.

4834. Baron DOWSE.—In your opinion ought tenants to be prevented from contracting themselves out of the Land Act?—I wish I had been prevented.

4835. Some people say that the large substantial farmers don't want protection, that they are able to protect themselves—is that so, according to your experience?—Not at all; the very reverse. It is those who have something to lose that require protection.

4836. There is no use in pecking at a bare person?—None. If you have nothing, you require no protection. It is the substantial farmer that requires protection. They have already taken £2,500 of my money.

4837. By increasing your rent?—By increasing my rent.

4838. Beyond what you call the fair rent?—Beyond the fair rent.

4839. By the expression "fair rent," I understand you to mean the fair letting value minus your own improvements—you are not willing to pay a rent on your own improvements?—That is what I mean, and what everybody else means.

4840. Supposing the farmers had the opportunity of buying their land, and becoming the owners of it, do you think they would improve more than at present?—I do.

4841. Do you think tenants would be anxious to buy if they got the opportunity?—I do; if they had facilities, I think numbers of them would do so. Lord Cairns, some time ago, took a notion to sell his property, and the tenants petitioned to be allowed to buy.

4842. Did they do so?—Yes.

4843. And did they pay the price of their holdings? They did, each and every one.

4844. Without taking advantage of the Bright clauses?—Yes.

4845. They bought with their own money?—They did, and I produce a list of the prices they paid.

[Witness hands in following list.]

Sept. 21, 1880.

Mr. James
Ferguson.

Sept. 21, 1880.

Mr. James
Ferguson

LIST.

Tenants' Names.	Quantity, Statute Measure.	Yearly Rent.	Proportion of Head Rent.	Proportion of Tithe.	Purchase- money.
	A. R. P.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
John and James O'Neill, ...	29 3 0	12 17 0	3 7 5	0 17 10	202 6 0
Green O'Neill, ...	51 1 10	22 3 6	5 16 6	1 10 10	348 14 0
William and David Gawn, ...	42 0 2	17 10 0	4 12 2	1 4 4	275 0 0
Thomas Gawn, ...	24 0 35	10 10 0	2 15 4	0 14 7	164 18 0
John Gawn, ...	34 1 0	19 8 6	5 4 3	1 7 7	302 12 0
Robert Murdock, ...	38 2 0	13 10 0	3 11 0	0 18 8	212 8 0
Robert A. Murdock, ...	35 0 20	13 10 0	3 11 0	0 18 8	212 8 0
Samuel Ferguson, ...	45 0 25	16 17 6	4 8 9	1 3 4	265 10 0
Samuel Todd, ...	54 1 32	35 5 0	9 5 4	2 9 0	554 4 0
Robert Crawford, ...	60 1 30	34 18 10	9 4 5	2 8 6	548 18 0
Malcolm Crawford, ...	14 3 22	6 10 0	1 14 0	0 9 0	102 10 0
Total, ...	430 0 16	203 0 4	53 10 2	14 2 4	3,189 8 0

4846. How long ago is that?—About a year ago.

4847. Why didn't they take advantage of the Bright clauses?—There is so much difficulty in getting the money from the Board of Works, and it is hampered by so many conditions that they preferred to get what money they wanted elsewhere.

4848. Had they all the money themselves?—They had not.

4849. Did they borrow it?—Those that required it did.

4850. They considered it better to borrow the money from private parties rather than through the Board of Works?—Yes, because there are so many restrictions and embarrassing regulations when borrowing from the Board.

4851. Baron DOWSE.—Those sales were carried out by voluntary arrangement between Lord Cairns and the tenants?—Yes.

4852. And are they satisfied with their bargains?—Perfectly; all are perfectly satisfied.

4853. You have a large quantity of land yourself?—I have; about 336 acres.

4854. When did you purchase that?—I purchased the fee-simple of the farm I live in, eighty-six acres Irish, in 1859. The rest, under lease, &c., I acquired at various times.

4855. Before the passing of the Land Act?—Yes.

4856. You did not purchase the fee simple of any farm but the one?—Nothing but the one. I got no chance of purchasing the others.

4857. Mr. SHAW.—Would you be anxious to have a chance of purchasing the others?—Of course I would.

4858. Would the tenants in the north of Ireland generally be glad to have a chance of purchasing the fee of their holdings?—They would.

4859. Would they, as a rule, be prepared to give one-third of the purchase-money themselves if they could borrow the remaining two-thirds?—I think many of them would, but it would be too much to ask them all to do it.

4860. You think, as a rule, they ought not to be asked to contribute so large a proportion of the purchase-money as one-third?—I think so; and there would be no danger in advancing them more than two-thirds, for there would be ample security, and, besides, the land would be improving in value every year, for the tenants would not be afraid to expend money and labour upon it as they are now. They are always apprehensive now that if they do anything to improve their farms, a valuator may be sent round at the end of four or five years and 10s. or 15s. an acre increased rent clapped on them.

4861. The O'CONOR DON.—Are you acquainted with the circumstances of the tenants who purchased their holdings from Lord Cairns?—I am.

4862. Could you state what proportion of the purchase-money they had to borrow?—Very few of them had to borrow any. They are all quiet living people, and anything they can get they keep.

4863. Baron DOWSE.—And you say they are satisfied with their purchase?—Perfectly; they are

exulting over it. Another little townland was sold three or four years ago belonging to Mr. Robert Agnew, of Cairncastle. It was sold by public sale at Ballyclare. In that case the tenants appointed one of themselves to go and purchase. They appointed two valuers to go over the property and decide what proportion of the purchase-money each man should pay, and each tenant paid his share and also pays his proportion of the head rent.

4864. That was not done through the Bright clauses?—No, it was not.

4865. Are those tenants doing well?—They are. Every one of them doing well. Some of them had to borrow in order to pay their purchase-money. Those that had the money without borrowing paid it down.

4866. Were they paying high rents?—No; the land was let at fair rents. Mr. Agnew was a reasonable man.

4867. Mr. KAVANAGH.—In that case I understand they did not purchase a fee simple?—No. There is a small head rent; but it is a perpetuity.

4868. The O'CONOR DON.—Have there been any other cases that you know of in which tenants purchased their holdings?—No; those two were the only cases in my district. They did not get any other chance to purchase.

4869. Baron DOWSE.—Do you think it a reasonable regulation on the part of the Board of Works that when they advance money under the Bright clauses, it shall be on condition of the borrower not alienating, subdividing, or subletting?—I do not.

4870. We had a case before us the other day in which a man was prevented even from making his will?—Yes.

4871. You think the Board ought to be satisfied so long as they have security for their money?—I do. They have ample security—for where there is tenant-right on a farm, and the tenant purchases the fee from the landlord, the Board has a double security—there is the fee, and there is the tenant-right also.

4872. They have both the landlord's and tenant's interests as security for their advance?—Yes.

4873. Has Lord Cairns any property in Antrim at all now?—I think not.

4874. That was a voluntary sale on his part?—It was.

4875. Other landlords might not be willing to sell their Irish estates?—They might not, and I don't think they should be compelled to do so; but if a property comes into the market, I think the tenantry should get facilities to purchase, and the Government should assist them to become the owners of their holdings. If I owned my farm I would do far more to it than if I held it under any landlord, no matter how good a landlord he may be. The tenantry should get a right to purchase their holdings if the estate comes into the market, and the Government should assist them, and then we would have peace.

4876. You would not compel a landlord to sell?—I would not.

4877. A gentleman who was examined said that

the tenants should have a right to compel their landlord to sell whether he liked it or not?—That was nonsense.

4878. You think the law should clear away all difficulties if the tenants wished to buy?—I do, and they should encourage the tenant to purchase. There are buildings and improvements which cost me £2,500 on the land I own in fee-simple; but on my leasehold I am afraid to do anything except just enough to keep it going. Another thing, when it comes near the close of a lease, the tenant becomes uneasy, he does not know what his landlord intends to do; he is afraid to do anything or go to any expense, and he is forced to run his farm down. That injures him if he gets a new lease, for his farm is in poor condition, and it injures the country besides.

4879. Mr. SHAW.—It takes years to get it into condition again?—It does. The farm I got was never in good working order till now, for I did not know how things would go on, and I let it run down, and then I had to pull it up again at a heavy expense. That keeps back the improvement of the country.

4880. You would be in favour of having rents fixed by arbitration?—Certainly.

4881. And not allow the landlord to put on what rent he pleases?—All I asked from the landlord was to appoint a valuator and let him value it but they would not do any such thing.

4882. The landlord put his own rent on?—Yes; and that is the way it is almost always done. On some estates—Lord Donegall's for instance—the agent sends a valuator who values the farm but other proprietors won't do that.

4883. Of course the valuator values the farm as he sees it, irrespective of whether the improvements were done by the tenant or the landlord?—Yes, and the rents are gradually going up.

4884. Is the land improving?—The land is improving at the tenant's expense. Landlords seldom expend anything. Lord Templetown has drained largely, but he has done it with money borrowed from the Board of Works, and he charges the expense to the tenant in the rent. If he builds a house he does the same. The largest farmer on the estate got a bog drained, but sooner than have to pay the additional rent paid the expense himself.

4885. You think the enforcing of estate rules has increased since the passing of the Land Act?—Yes; very much.

4886. In respect of new valuations for rent?—Yes.

4887. And restrictions on the right of sale?—Yes, and interference even at sales.

4888. Mr. SHAW.—Are the rents raised before the sales?—Yes. The parties are told that the rent will be increased, and then when the farm is bought they add something to the rent.

4889. The rents are creeping up?—Creeping up by degrees.

4890. Mr. KAVANAGH.—Are you opposed altogether to any restriction of the tenant-right—I mean to any limit as to price?—Of course I am; why should you limit the price of a man's improvements?

4891. Is it not the case that tenants are sometimes apt to be reckless and offer too much?—That is their own fault and will be their own loss.

4892. Mr. SHAW.—You can't protect a fool by any Act of Parliament?—No.

4893. Baron DOWSE.—With reference to the question asked by Mr. Kavanagh, you admit I suppose that the landlord has some interest in his estate?—Undoubtedly, a large interest.

4894. And an interest in getting a good tenant for it?—Yes.

4895. Would you give him no control over the sum which the incoming tenant pays for the outgoing tenant's interest?—I would not give him any control. It does no good, for if a man has improved his farm and made it ready for another man to go into, if the sale is restricted they only pass the money behind

backs, so that the restriction does no good. It only leads to dishonesty.

4896. Are there cases in Ulster in which the office rules limit the value of tenant-right, and notwithstanding the rule the money is paid underhand?—Plenty of cases. I am sure plenty of men could prove it.

4897. Mr. KAVANAGH.—Suppose the proper tenant-right value of a farm was £10 per acre, but that by the competition at the auction it went up to £25 per acre, don't you think the landlord ought to have some right in restricting that, for the protection of the man that is coming in?—I don't believe in it. I think a farmer is like any other man, and knows the value of what he is buying. It is true that in Ireland some years ago it was very hard to get land, and there was great competition for it, but it is less now.

4898. Then in your opinion is it not true that farmers will recklessly bid extravagant prices for farms?—Not at all.

4899. And that sometimes they will bid for it without having the money, and then go and borrow the price?—I never knew a man to buy a farm that had not some of the money to pay for it—it would be very hard to borrow the whole of it.

4900. Have you heard of their borrowing a considerable portion of it?—Yes; and I have heard of their paying off the loans too.

4901. Mr. SHAW.—Do you think it would be easy for a man to borrow money if he gave thirty years purchase for a farm that was only worth fifteen?—I don't think he could, for I know the banks won't lend money unless they see there is value for it, nor money lenders either. They take good care to have a margin.

4902. You say you find rents are often raised either on a revaluation of the estate, on sales of estates, on the termination of leases, or when the landlord gets into difficulties?—Just so, as often then as at any other time. I know farmers now who for the first time in their lives are not able to pay their rents, although these very rents were attempted to be raised ten years ago.

4903. Owing to the rise?—Yes, and the bad times.

4904. This is a good year I suppose and things will get better?—I don't believe it is as good as people say.

4905. Is flax grown in your neighbourhood much?—It is.

4906. CHAIRMAN.—In the case of purchases by tenants you do not approve of their being allowed to subdivide?—I do not. I do not approve of very small holdings. I think Mr. Owens, a gentleman residing in our neighbourhood, made a great mistake lately. A small farm on his estate was sold to a neighbouring farmer at £360, but he would not accept him as a tenant because he would not come and live on ten and a half acres of land, but he would have made a first rate tenant, and would have farmed well.

4907. Mr. KAVANAGH.—Did the purchaser live on the estate?—He did not; and that was the reason he was not accepted, but I think it was a mistake.

4908. Mr. SHAW.—You don't consider it a good reason?—I do not.

4909. Mr. KAVANAGH.—What in your opinion is the smallest farm a man and his family could well live on?—That is very difficult to answer. There is so much difference in the quality of land, and so much depends upon the man himself, and still more upon his wife.

4910. But assuming them to be the average what would you say should be the smallest size of farm?—I think the very lowest should be twenty acres where a man has to pay a rent.

4911. Mr. SHAW.—If under twenty acres, would you give him a much smaller quantity, say two or three acres, upon which he could employ himself occasionally and also support himself partly by working as a labourer?—Yes. I think it would be very useful that labourers should have a small piece of ground which they could cultivate, but the generality of landlords are against it.

4912. What wages do you give your labourers?—I give them permanent employment at 10s. and 11s.

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a week, with a house and garden. I also give them potato land and plant it for them at my own expense. I give one man 14s.

4913. CHAIRMAN.—Are the cottiers in your neighbourhood allowed to keep poultry?—They are, generally speaking.

4914. Baron DOWSE.—If you give the tenant the right of selling his interest would you allow the landlord any veto as to the purchaser?—I would, of course, allow him a right to object on reasonable grounds.

4915. Would it be a reasonable ground of objection, in your opinion, if the person was not solvent?—It would, of course.

Mr. W.
Sinclair Boyd.

Mr. W. SINCLAIR BOYD, of Belfast, examined.

4919. CHAIRMAN.—I believe you can give the Commission a case arising within your own knowledge of the working of the Land Act?—Yes; it is a case in which I was interested myself.

4920. Kindly mention to the Commission what you are?—I am a merchant and an underwriter. I also own some land, and I hold land as a tenant, and farm it myself.

4921. What was the case to which you refer?—It was the case of the lands of Bloomfield, in the county Down. My father took a lease of it under the Court of Chancery in the year 1845.

4922. Who was the landlord?—The Court of Chancery acting, for the present Mr. John Cleland, who was a minor at the time.

4923. What was the length of the lease?—It was a seven years lease. My father continued in possession as tenant from year to year until Mr. Cleland attained his majority, and for some two or three years after the majority, pending new arrangements. During that time he laid out £7,000 in draining, reclaiming, and building, with the knowledge of, and encouraged by, the guardian of the minor and receiver over the property, who led my father to expect that his tenant-right in it would be recognized. It was in the full belief that it would be recognized that he laid out his money.

4924. The O'CONNOR DON.—Was this before the passing of the Land Act?—Yes; it was in 1845 he commenced occupation on a lease for seven years. After that he remained in occupation two or three years, awaiting Mr. Cleland's majority, and after the majority he continued for a couple of years more, waiting new arrangements, which brought it down to 1856. In that year valuers came round re-valuing the property. My father asked them what instructions they had received—did they require him to point out his outlay and expenditure on the land. They said no, that they were merely to estimate the value of the land as it stood, and that the matter of the tenant's outlay was outside their department and would be dealt with otherwise. The original rent of the entire holding was £500; the holding embraced 230 acres. It had not originally, at the time it was first taken, embraced so much, but my father added to it by purchasing some adjoining holdings. The rent put on by the valuers was £750, and my father received his choice, either to surrender the farm or take a lease at that rent, which was an increase of fifty per cent.

4925. Mr. SHAW.—How many acres were in it?—230 statute acres. My father considered £750 the full rent—the full letting value without any consideration for his outlay of £7,000—but he took it rather than leave the money that he had expended behind him.

4926. CHAIRMAN.—What was the term of the lease?—Twenty-one years.

4927. Mr. SHAW.—Was it near the town of Belfast?—Yes; it was immediately outside the borough boundary. At that time Belfast was a small place compared to what it is now. Not many years after the lease was taken out Belfast rapidly increased, and the ground became valuable for building purposes, which it was not at the time I speak of.

4928. The lease expired in 1877?—In 1879, I think,

4916. Suppose a tenant had paid away all his money in purchasing the farm and had not enough left to enable him to cultivate it properly, what would you say?—That would not be an insolvent man. An insolvent man would be a man who had a load of debt upon him. If a man had enough money to purchase the tenant-right of his farm, he would have no difficulty in getting capital to work it.

4917. Mr. SHAW.—He would have credit enough to procure capital?—Certainly.

4918. Even business men and merchants, do the same thing sometimes?—They do, of course.

4929. I thought you said it was for twenty-one years, commencing in 1856?—No. I think the negotiations went on a considerable time, and the lease was not taken out until 1858, owing to the tenant's reluctance to submit to the advanced rent. The land became valuable for building purposes. My father had a lease for twenty-one years, and the result was that neither the landlord nor he could avail themselves of the increased value of the land for building. I was then of an age to take an active part in the arrangement, and my father, being an old man, I conducted the negotiation with the landlord myself. I proposed an arrangement to enable the increased value for building purposes to be availed of, that we would sell our interest in the lease to the landlord, or come to any other arrangement that he might think right to enter into. He declined, giving as his reason that by holding on for ten or fifteen years, until the expiration of the lease, the increased value would probably continue, and he would be compensated. So matters went on, until the Land Act was passed. I then renewed the negotiation, and I pointed out that we were now in an altered position—that when the lease terminated we would have a claim of some description which could not be ignored. The landlord admitted, quite frankly, that we were not now in the same position as before, and we entered into negotiations in which powers were given to us to give leases for 10,000 years.

4930. At an increased rent?—Yes. We were allowed a certain number of years in which we could call upon the landlord to grant leases to us or our nominees, for portions of the land at a fixed rent of £12 per acre, so that anything we could make over and above that would be our profit. In some cases we got considerably more, and, in consideration of getting that power, we undertook to give up the residue at the termination of our agricultural lease, and not to make any claim under the Land Act.

4931. Mr. SHAW.—Then, in fact, the Land Act was a benefit to you?—It was a great benefit to us, for, pending our lease, the Land Act came in, and gave an interest to us which had previously been ignored.

4932. Had your right to compensation for improvements been barred by the lease?—There was considerable doubt on that question as to the lease barring the improvements. It was at a very early stage after the Act had passed, and there were legal opinions on both sides, but at all events the Act gave us sufficient stand point to enable us to make the compromise.

4933. CHAIRMAN.—On the whole you were satisfied with the compromise?—Yes, owing to the way in which Belfast had increased, and the land having become valuable for building, we had an opportunity of recouping ourselves, and we are at no loss now.

4934. Do you consider that there would have been tenant-right under the lease?—That is a very doubtful question. The tenant-right was ignored in 1858, and, on the whole, I did not see how we could establish that it was subject to tenant-right in the face of the fact that it was ignored in our own case, our case being the largest on the estate, and the one on which almost the whole outlay on the estate was made. We looked

upon it that what occurred in 1858 would go a long way against us.

4935. The acceptance of the lease would have been a fact against you?—Yes; it would be evidence that there was no custom of tenant-right on the estate, inasmuch as we ourselves had not got the benefit of it in 1858. In my own opinion tenant-right did exist on the estate formerly, in a more or less recognized form, but it was destroyed on the majority of the present landlord.

4936. You were only tenants pending his minority?—Yes. The fact of the large outlay, £7,000, being made on the faith of tenant-right, shows that it must have existed to some extent.

4937. Is it your opinion that the Bright clauses of the Act ought to be extended to all residential owners of land?—Yes; the only difficulty I have about it is the matter of subdivision. I think that if the Bright clauses were extended, and largely availed of, we would need some means of checking subdivision, otherwise I fear in some parts of the country subdivision would proceed to a very undesirable extent.

4938. Mr. SHAW.—There would be no fear of that in the north I suppose?—I fear that in the north even there would be subdivision of agricultural holdings, as distinguished from other descriptions of property.

4939. Farms are small already in the north?—They are, but there has always been on the part of landlords a strong opposition to subdivision, and I am greatly afraid that if tenants owned the land themselves, and could subdivide as much as they liked, it would go on to an injurious extent. At present, owing to the opposition against it, the younger sons generally emigrate, or seek some other employment, and farms are not subdivided, but if a father could subdivide as much as he pleased, I fear every son would get a share.

4940. CHAIRMAN.—In the notes which you furnished to us, you mention the Bright clauses as applicable to residential owners of town properties. I wished to ask you whether you think the Bright clauses ought to be extended to them?—I think it would be desirable to encourage a different class of people from any now usually owning house property, as well as other classes of property in this country. If you could get small clerks, tradesmen, and the better class of labourers to become the owners of the houses they live in it would be desirable.

4941. Do you mean houses actually in a town, or in the neighbourhood of towns?—I speak more particularly of houses in the neighbourhood of towns.

4942. Mr. SHAW.—Do not building societies effect that object to a great extent, of enabling persons to become owners of the houses they live in?—They do in England and Scotland, but not so much in Ireland. In this country I fear building societies have had a rather prejudicial effect, in some cases, on the community, by enabling a class of builders called “Jerry builders” to erect a poor class of houses, built merely to sell.

4943. CHAIRMAN.—You do not confine your observations to villas in the neighbourhood of towns?—No. I think it would have a good effect in this country if we could get this class of people whether in or out of a town to become owners of the houses they live in. There is a kindred Act of Parliament in that respect to the Bright clauses of the Land Act—“The Labourers’ Dwellings and Lodgings Act”—which does give facilities for the erection of houses for labourers. I think if something in that direction was done for a class not exactly labourers it would be beneficial.

4944. Do you think it is necessary for that purpose that tenants for life and other limited owners should have power to grant perpetuity leases?—I do not see how it could be done otherwise. At present they often are without those powers, or have them in such a form as to make it impracticable. I am aware of a case where a tenant for life held under a settlement which obliged him if he granted leases to grant them “at the highest rent.” It did not merely oblige him not to accept of fines, but he was bound to insist on the “highest rent,” and thus there would always be a ques-

tion afterwards whether he in fact got “the highest rent” or not, and there would be a doubt on the title for all time afterwards.

4945. Would you think it right that there should be a compulsory power for tenants to purchase their holdings from the landlord, or would you only enable them to purchase when an estate came into the market?—I would not be prepared to go the length of saying there should be compulsory power for tenants to purchase their holdings. I can scarcely see the justice of that.

4946. Would you confine it to cases where landlords were willing to sell?—Yes. I would confine it to cases where the estate was already in the market.

4947. And in such cases you would give every facility for tenants to purchase their holdings?—Precisely.

4948. Do you know of any difficulties at present in the working of the Bright clauses of the Land Act which prevent their being taken advantage of as extensively as they otherwise would be?—There are certain rules of the Board of Works. I do not think they are rendered compulsory by the Act itself, but the Board of Works’ rules are very stringent against alienation, subdivision, and assignment; the money is advanced on very stringent and severe terms in that respect, and the conditions last during the entire term of the loan.

4949. Baron DOWSE.—Those conditions were not imposed by the Board of Works, they are in the Act itself?—I looked at the Act, but I find the Board of Works’ rules are even more stringent than the Act.

4950. The Act says:—

“No purchaser, or person deriving title through him, of any holding to whom any advance has been made under this section shall, without the consent of the Board, alienate, assign, sub-divide, or sub-let his holding during such time as any part of the annuity charged on such holding remains unpaid.”

The Act says they shall not subdivide, assign, or sub-let without the consent of the Board?—Yes, and the Board of Works say they never will consent, so that the Board are really more stringent than the Act. It appears absurd to adhere to such conditions for the entire period of the loan, even to the thirty-ninth or fortieth year.

4951. Especially as the Board has a first charge?—Yes; unless it was an unduly liberal advance in the first instance, the Board ought to be perfectly safe at the end of the first five years, for the security is improving every year. Yet the Board positively refuse to enter into an arrangement, fixing a time at which they will allow it. In a case of my own. I asked them the question for my own information, and they absolutely refused to name anytime whatever at which they would relax their rules, but that for the entire forty years the conditions should remain in force.

4952. The O’CONOR DON.—Was that a case in which you were yourself becoming a purchaser?—It was. I may mention that I did not purchase; but even when I saw that the negotiation was not likely to be carried out, I went on with my inquiries for my own information.

4953. CHAIRMAN.—Would you put a limit on the size of the holdings that might be purchased in this manner by State advances?—If it could be done I would rather limit the subdivision of holdings—not the size at which they might be purchased, but the extent to which they might be subdivided afterwards.

4954. You think there should be a clause against subdivision, below a certain amount?—I am not sure how it could be best worked out, for the subdivision that would do harm would not be immediate subdivision, but perhaps in forty years hereafter. If there could be any plan devised that would check subdivision in the future, I think it would be desirable.

4955. Baron DOWSE.—The Act of Parliament only prohibits subdivision during the continuance of the loan?—That is all, but I think there might be some

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condition annexed to the title imposing a check on subdivision.

4956. It was suggested the other day, by Mr. Kavanagh, that it might be done by making it part of the original contract that the tenant should hold in perpetuity, paying a rent say of 1s. a year, with a clause against subdivision?—I suppose it might be worked out in that way. I suppose there is no difficulty of that kind that might not by ingenuity be got over in one way or other.

4957. But, after all, when a farm becomes a man's property, is there any reason why he should not, in a case of this kind, be allowed to do as he likes with it?—I fear that unless there was some check the tendency in this country would be to carry subdivision beyond the point at which it would be desirable.

4958. Mr. KAVANAGH.—You would object to see a

whole county cut up into little bits and inhabited by a starving population?—I would. I think the landlords in Ireland have been useful in checking subdivision; they perhaps have not checked it sufficiently in every part of the country, but in the north of Ireland, as a rule, they have kept a tight hand upon subdivision.

4959. Baron DOWSE.—You are of opinion that a peasant proprietary would not be advantageous if the result was to cut up the country into little patches to such an extent that no family could live on them?—I am. I think perhaps it would be all right for the present, but that we would be laying up trouble for future generations.

[The Commissioners adjourned till the following morning.]

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TENTH DAY—WEDNESDAY, 22ND SEPTEMBER, 1880.

The Commissioners resumed the Inquiry at the Imperial Hotel, Belfast.

Present:—The Right Hon. the EARL of BESSBOROUGH, Chairman; Right Hon. BARON DOWSE, The O'CONOR DON, ARTHUR MACMORROUGH KAVANAGH, Esq., D.L., WILLIAM SHAW, Esq., M.P.

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Shillington,
junr.

Mr. THOMAS SHILLINGTON, junr., of Altavilla, Portadown, examined.

4960. CHAIRMAN.—What is your profession?—A linen manufacturer.

4961. Are you a farmer also?—Not now. I have been a farmer.

4962. You are a member of the county Armagh Tenant Farmers' Association?—Yes, I am Chairman of it.

4963. Please state your views with reference to the present position of the tenant-right question?—The relations of landlord and tenant as they exist in the north of Ireland are strained and unsatisfactory as far as the tenants are concerned. The tenant under the present law is so entirely under the control of his landlord, that he cannot bargain with him freely and fairly as to his rent or the condition of his holding. The tenant as a rule has made all the improvements that have rendered the land available for letting purposes. The landlord contributes towards the cultivation of the soil only liberty to cultivate it. It has come about in connexion with the Ulster custom, and the settlement of Ulster, that whether right or wrong, the tenants think they have an interest in the improvements they have made, and also in their good will of the holding, which they consider to be two separate interests.

4964. These two interests constitute tenant-right?—Yes. The good will they consider consists in the terms on which Ulster was settled originally, whereby the tenant was placed there for the purpose of cultivating the soil, and holding the country.

4964A. Were the tenants placed there originally as tenants from year to year or under leases?—Not under leases, nor as tenants from year to year. They were settlers; they were brought to this country chiefly to settle the country, consequently that is inconsistent with a from year-to-year tenancy. The rent at which the land was originally let, and continued to be held, was below its marketable value if the land had been cultivated and settled. Under these circumstances there has grown up what is considered the good will of the Ulster tenant-right custom.

4965. Represented by the difference between a moderate rent and the full value?—Yes.

4966. That constitutes the good will, and was not secured at all before the Land Act?—It was not secured at all before the Land Act. Since the Land Act it has been secured partially, but the operation of the Land Act has not prevented the advance of rents, which has reduced the value of the good will in the market.

4967. The Land Act gave a certain number of years' rent for disturbance, and gave the tenant the value of

the improvements?—That was under the general clauses of the Land Act, but if he claimed under the Ulster custom he could get merely the selling value of the tenant-right. If he claimed under the disturbance clauses of the Act, it is a certain number of years' rent, or the valuation of his improvements.

4968. In what manner was the value of tenant-right under the Ulster custom ascertained?—By open sale, generally held on the holding.

4969. Suppose a landlord did not allow an open sale, how was it ascertained?—By going into the Land Court and having the value assessed.

4970. By the evidence of valuers and other persons?—Yes.

4971. I see in the minute of your evidence you state that the tenant is entitled to treat as his own all the increased letting value of the land from its original letting value, minus such increase as results from any difference in the prices of produce?—Precisely.

4972. Do you consider that should be a permanent rent in perpetuity, or that there should be variations in the rent?—There should be variations according to the difference in the prices of produce.

4973. Would you have that done at periodical times?—Yes; at fixed periods.

4974. Your next observation is upon cases that arise under different landlords, some being more lenient than others?—Yes. There is a great variety in the rents charged for the same description of land, at least, in the county Armagh. I can give some illustrations of it. On one estate in the neighbourhood of Portadown the rent is from 18s. to 21s. the statute acre, and on that estate tenant-right is unrestricted, sale and disposal of the tenant's interest is acknowledged and allowed, not only so, but the landlord contributes towards permanent buildings all the materials. If a farmer wants his offices rebuilt she supplies slates, stone, and lime, and he does the remainder. On another estate in the neighbourhood of the town there are no contributions made by the landlord towards improvements, but the rent is moderate—from 19s. to 24s. the English acre. On that estate, however, the rents have been lately raised. On another estate of precisely similar land, and immediately adjoining the last, the rents are from 26s. to 60s. the English acre; and on another adjacent to that from 24s. to 40s. This is all for land similarly situated, and all supposed to be subject to the Ulster custom.

4975. I suppose that on these various estates with these variations of rent, the price of the tenant-

right varies accordingly?—It varies proportionally to the rent; and according to the character and opinion which the farmers have of the agent and of the landlord, which materially affects the price. This uncertainty of rent and the power of the landlord to raise it we consider contribute very largely to the impoverishing of the land, and preventing its further development.

4976. Referring to the case you mention, where timber, slates, and lime were given by the landlord, how is that recouped to the landlord? Is the rent increased?—There is no increase in the rent; that appears to be a condition of the tenancy.

4977. But I suppose there would be an increase on a revaluation?—There have been no revaluations on that estate for a long time, and there is none proposed as far as we can learn.

4978. Would you think it reasonable, supposing there were a revaluation of rent, that that should be taken into account?—Yes; I consider it reasonable that any improvements which the landlord can prove to have been made by him should be taken as the basis of an additional rent to what is a fair and easy rent. I believe some means should be taken to register such improvements so as to prevent disputes about them.

4979. Do you observe in cases where the landlords seem inclined to enforce their rights, there is greater difficulty in the improvement of the land by the tenants?—I do. The condition of those four estates which I have mentioned is an illustration of it. Any one driving through them could easily understand the different conditions under which the tenants hold the land. In one case the farms are neat, trim, and well cultivated. In the other slovenly and neglected; and I know the condition of the tenants varies in the same way.

4980. Could you mention where those four properties are situated?—In the neighbourhood of Portadown. One is the estate of Mrs. Bacon, of Richhill, the second is Major Blacker's, the third is the Duke of Manchester's, and the last is Lord Lurgan's.

4981. I think Major Blacker has in some cases charged more than the highest figure you have mentioned?—Yes; I have left out of consideration all lands that could fairly be called townparks, as I do not consider they come under the denomination of agricultural holdings. As an illustration of the uncertainty under which tenants hold their lands, I may mention the Duke of Manchester some years ago put a notice on his rent receipts as follows:—"No tenant to make permanent improvements, but if necessary the office will do so and charge the tenant five per cent. on the outlay in addition to his rent." As a matter of fact, I do not think there have been three cases in a period of twenty years in which improvements have been made by the Duke of Manchester. I know two cases in which applications were made for improvements which evidently were necessary, and they were not made. I produce one of the receipts to the tenants, showing the memorandum on the back. That rule is many years in existence.

4982. It was before the Land Act?—Long before the Land Act.

4983. And no change was made after the Land Act?—None. On one of those estates the agent made a rule that land should not be sold above £5 an acre. He varied that in some cases to £10, and then reduced it to £5 again. I was personally interested in one case, in which a small farm for which £13 an acre had been given for a lease, the rent in which was 31s. or 32s. On the fall of the lease the rent was raised to £3, and it remains at £3. It was sold about four or five years ago, but the agent refused permission to sell except through the office, and at £5 per acre.

4984. What is the name of that property?—It is the Duke of Manchester's. In that case the outgoing and incoming tenant agreed between themselves to give £120 for fifteen acres, £5 of which was paid through the office, and the remainder passed privately.

4985. Privately?—Yes; that is an ordinary practice on estates where such a rule exists. As an illustration of the exorbitant rents we are charged, a portion of that land and some others was lately sold by auction by the Duke of Manchester for non-payment of rent. It sold for 30s. 5d. per English acre on foot in the month of August. It was sold in 23 small lots, and the average price it produced was 30s. 5d. per acre. The farmer adjoining is still paying £3 per English acre. Another great difficulty farmers have is apprehension and uncertainty as to the character of their future landlord in case of a change of landlords. So much depends on the landlord's character, and the sort of man he is, that I believe operates seriously to the injury of the farmer and of the country.

4986. Is it your opinion that the Land Act has had a beneficial effect?—I believe the Land Act has been beneficial as far as it has legalised the Ulster custom, and secured to the tenant the value of his improvements and good will. It has stimulated the outlay of capital, and I believe it has also conduced to a more careful cultivation of the soil.

4987. Do you think it has checked unfair variation of rent?—I do not. I think it does not operate to prevent unfair advance of rent. There are several circumstances taken advantage of by landlords to advance rents. On one of the estates I have named it is an invariable custom, on a change of tenancy, to increase the rent.

4988. Say which estate, if you have no objection?—I do not like to mention so many names, but it is Lord Lurgan's estate I allude to. On that estate it is an invariable practice on a change of tenancy to advance the rent. If a man dies, and his son comes in to get his name put in the book, there is a small advance made in the rent. If a man wants to sell, the rent is raised. The result is, the purchaser not unfrequently refuses to complete the bargain. There are thirty tenants on one townland, the great majority of whose rents have been raised on the change of tenancy, and even on the mere passing of a farm from a father to son, or from husband to widow.

4989. Within what period of time?—Some as far back as twelve or fourteen years, but principally since the passing of the Land Act.

4990. Then the custom existed before the Land Act?—I do not know that the custom existed until the agitation took place in reference to the Land Act. I think about 1869 is the first instance I have.

4991. You consider it was in connexion with the Land Act or the proceedings before the Land Act?—Yes.

4992. You consider that revaluation of rent when made should be at fixed periods rather than at uncertain periods or changes of tenancy?—Yes. I have already given lists of the different rents charged for the same class of holdings. My observation and experience lead me to the conclusion that at the present rents the farmers cannot make a livelihood. I speak of the average rents in Armagh.

4993. Do you speak in reference to the average prices and the average produce of the last few years?—I speak of the produce of the last ten years, and the average price of labour and taxes. I am quite sure the land is becoming impoverished and yielding less produce, because the tenant cannot afford the outlay sufficient for its proper cultivation.

4994. Do you think that arises from the tenants being impoverished or from what you referred to before—the feeling of insecurity?—From both. In former years they laid out more in cultivating the land than they are doing now. As an illustration of it, in Portadown we have an immense hay and straw market for exportation for the last few years. This was nearly all consumed on the land previously, but now every penny's worth the farmer can raise off his land he turns into money—he is forced to do so.

4995. Do you think a period of ten years would be a

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fair basis of prices on which to found a new valuation?—Well, though we have said ten years in the memorandum we furnished to you, I am not prepared to say that ten years should exactly be the period; all we say is a periodical revision should take place.

4996. You have offered some recommendations as to alterations you think required in the land laws?—Yes. From many inquiries I have made amongst the farmers, I think it will be found on a fair computation of the tenants' expenses that two-thirds or three-fourths of the present tenement valuation is as much as he can afford to pay unless he pays a rent on his own industry and capital.

4997. I believe the tenement valuation is not considered here any more than in other parts of Ireland a real criterion of letting value?—I do not consider the tenement valuation a criterion, because it is a valuation made on the condition of the land as it then existed, which included the improvements made by the tenant, and therefore it is not a fair standard upon which to base the rent and was not intended for that purpose. I might, perhaps, state some of the amendments which we suggest. We suggest that the power of settlement and entail should be abolished and land subjected to the same laws with reference to its disposal as personal property. We recommend that some provision should be made for its cheap and easy transfer. We think provision should be made for bringing the Bright clauses of the Act into more general operation by entrusting their administration to a Commission whose business it should be to make it easy for the tenant to purchase.

4998. Have you any experience of sales to tenants under the Church Commission?—Not personally, but I know many cases of such sales in which the tenants are doing well and which have turned out satisfactory. There have been only four or five sales in the neighbourhood of Portadown. I would make compulsory the sale of estates the property of Corporations, such as the London Companies, and so alter the law as to make it the interest of non-resident landlords to sell to their tenants.

4999. What legislation would you suggest with that object?—I am not prepared to say.

5000. You only throw it out as a suggestion?—Yes. I would also define the Ulster custom and call it "custom," not "customs," substitute the singular for the plural. The definition which is accepted amongst us is in the shortest language—"continued occupancy at an easy rent and unrestricted right of disposal."

5001. You recommend that being established by a new statutory enactment, not a continuance of the present system, but under a statutory holding?—Yes, to have it established under a new law.

5002. Making it a continued occupancy under the conditions you have mentioned?—Precisely. I would also provide a cheap and ready method for testing, through arbitrators, and on the basis of a new tenement valuation, what is the easy and fair rent of any holding.

5003. You have said already, I think, that you would in your new valuation take into consideration what may be called the special circumstances connected with the holding as regards the interest of the landlord and tenant?—Certainly. As a matter of fact in Ulster the improvements have been invariably with very few exceptions made by the tenant. I would give the landlord power to register any improvements he can prove to have been made at his expense. Of course for all such a fair return in the shape of rent should be made to him.

5004. And also you say there should be a change in rent on account of alteration of prices?—Yes. I will come to that in a moment. I would in this valuation take into account access to markets, means of transit, and any other circumstances affecting the letting value of the land generally. I would make a valuation of three distinct matters and set them out in three distinct columns.

5005. Baron Dowse.—You are speaking of the general valuation?—Yes; this is our proposal for a new tenement valuation. The first column should set out the letting value of the soil, taking into account the sub-soil and sub-stratum, including natural drainage, elevation, and aspect, but excluding all letting value arising under column two. In the second column I would set the letting value of fences, drainage (artificial), and all permanent agricultural improvements, but not including unexhausted manures. In the third column I would set out the letting value of buildings and farm roads, all county-roads being excluded. In the fourth column I would set out a proportion of the sum of columns 1, 2 and 3 for the purposes of taxation. I would have a periodical revision made of columns 1 and 2 on the basis of the corn averages of the previous (so many) years as now ascertained under authority of Parliament, and an annual revision of columns 3 and 4. Column 1 to be the basis of the calculation of a fair and easy rent. Column 2 to be the basis on which compensation should be assessed on disturbance. Column 4 to be the basis of taxation. Referring to registration of improvements by landlord, I think it would be fair that the presumption should be in the absence of such registration that all improvements belonged to the tenant.

5006. On the ground that it would be more easy for the landlord to effect registration than the tenant?—Yes—on the ground that the landlord keeps books, and the tenant as a rule does not, and the landlord can prove facts and the tenant cannot.

5007. Do you propose that the registration should be in the court?—Yes; in the Land Court.

5008. Baron Dowse.—Such is the presumption now under the Land Act, except in certain cases?—Yes; it is the presumption theoretically, but not in practice. There is another part to which I wish to refer. I would abolish all exceptional powers for recovery of rent, and make the rent a debt to be recovered by law, the same as any other debt.

5009. CHAIRMAN.—You mean you would abolish the right of recovery of rent by ejectment and distress?—Yes, I would make rent simply a debt, recoverable like any other debt by ordinary process of law.

5010. Baron Dowse.—You would abolish all exceptional powers, and put the landlord in the same position as any other creditor?—Yes.

5011. Would you not allow him the remedy of ejectment in case of non-payment of rent?—I would.

5012. That is you would allow him an ejectment to get possession of the land?—To get possession of the land, certainly.

5013. But with regard to recovery of rent you would not put him in a better position than any other creditor?—I would not.

5014. You are aware that according to the law at present in an action of ejectment, a landlord may include a claim for rent as a debt—you would not allow him to do that?—I would not give him any special advantage—I would let him sue for it like any other creditor.

5015. And you would abolish the power of distress?—I would.

5016. Is the power of distress much used in this country?—Not much in Ulster.

5017. I believe there are so many technicalities connected with the service of notices, and other matters that have to be observed, that it is seldom resorted to?—Yes; it is not much used. But still the power of distress hangs over the head of the tenant, and that is what he objects to. Some people may perhaps regard it as a sentimental grievance, but I believe it to be a real one.

5018. Distress you are aware is limited to a year's rent?—It is.

5019. You would abolish it altogether as the law of *hypothec* has been abolished in Scotland?—I would.

5020. Now with reference to the Ulster custom, you say it originated with the Plantation?—Yes, that is my opinion.

5021. That is the Plantation of Ulster?—Yes.

5022. Are you aware that at the time of the Plantation it was a condition in many of the grants that the owners should bring over a certain number of settlers?—Yes.

5023. And that it was intended that those persons should get an estate in their holdings, and not be turned out?—Yes. That was I believe the origin of the custom. They were to have a good will separate from and independent of any claim they might have for improvements to the land; from the fact of having been placed there, they and their successors were entitled to the good will.

5024. Did you ever see a little book published on this subject by Mr. Mc'Nevin?—I have seen several books on the subject—I don't remember having seen Mc'Nevin's.

5025. It is a valuable book on the subject of the Plantation of Ulster, published in "the Library of Ireland," by Duffy and Son, of Dublin. But passing that by, you say you are of opinion that it ought to be a continued occupancy, at an easy or fair rent, with unrestricted right of disposal; and you think that would give satisfaction?—Yes.

5026. Would you give a veto to the landlord in regard to accepting the incoming tenant?—I would personally. Speaking for myself I would do so, but I am bound to say that the Tenants' Defence Association would not go with me in that.

5027. Would you think it a fair thing that the landlord should have the right to object to a man who was of bad character and broken down, or hopelessly insolvent?—Personally, I would be in favour of giving the landlord a right of reasonable objection.

5028. How would you settle that, supposing there was a difference of opinion as to the reasonableness of the objection?—It should be settled by a court of law.

5029. By the Land Court?—I will not say the Land Court.

5030. You do not seem to be fond of the Land Court?—I allege nothing against the Land Court, but I would like the Land Court amended. I would like a jury of experts to decide questions of fact. For all questions of fact I would give liberty to either landlord or tenant to call in a jury.

5031. Would you leave the question of reasonable objection to a jury?—I would leave it to a jury to decide what was reasonable or unreasonable.

5032. CHAIRMAN.—A jury of experts, you say?—When I said a jury of experts I referred to rent and that class of questions.

5033. This matter of reasonable objection you say you would refer to an ordinary jury?—I would refer it to a jury.

5034. Baron DOWSE.—I believe the great objection to the Land Act is that what the tenant wants is, that he shall not be turned out at all, as long as he continues to pay his rent?—Precisely.

5035. It is considered by some people that the fault of the Land Act is that it never contemplates, and never recognizes, in money at all events, the position of the tenant with respect to tenant-right, except when he is actually quitting his holding?—Yes.

5036. The remedy given by the Act only arises when the landlord serves a notice to quit?—Yes. The objection I have to the Land Act is that it only deals with quarrels when they arise.

5037. You would prefer that the tenant should remain in occupation without being turned out as long as he pays a fair rent?—Exactly.

5038. With reference to the question of fair rent, you have recommended that there should be a new tenement valuation for Ireland?—Yes.

5039. Some gentlemen who have been examined have stated that in case of any difference between landlord and tenant as to the fair rent arbitrators might be appointed by each party, with an umpire in case the arbitrators did not agree. Do you think that would meet the case, without a general valuation?—I think we should have both. The rent would not be

decided by the valuation. The rent would be decided by arbitrators, but the basis on which their decision would be founded would be the new tenement valuation.

5040. It would be an element in their decision?—Yes.

5041. Supposing landlord and tenant agreed to leave it to arbitrators and an umpire, of course there would be no difficulty; but supposing they did not agree to that, do you think there should be a Court to settle it?—There should be a right of appeal in case of disagreement.

5042. A right of appeal to some tribunal?—Yes.

5043. Do you think in any legislation on the subject there should be any principles laid down to guide the persons who are to decide as to what is a fair rent?—Yes. I think the principles I have suggested would be a guide to them.

5044. I have seen it stated somewhere that the landlord should get some consideration for what is called the latent power of the land, or the inherent quality of the land—that irrespective of the expenditure by the tenant on improvements, the fact that the land possesses a latent power or inherent quality should be taken into account. Do you concur in that?—Yes; I say so. The elevation, aspect, natural drainage, substratum, and sub-soil, ought to be taken into account.

5045. That is the latent power of the land, or its inherent quality?—Yes; that, compared with the corn average for a term of years, should constitute the basis of what the value should be.

5046. That should be taken into account on behalf of the landlord?—Yes.

5047. You say you take the corn averages as a basis of valuation; would you not also take the value of live stock into consideration?—Of course. The reason I said "corn averages" was because they are an existing thing—they are regularly kept in England, and are used for tithe and other purposes, and can be referred to; but of course the value of every description of farm produce would be a more complete standard.

5048. Including both vegetable and animal produce?—Yes; but the prices should be ascertained by authority of Parliament.

5049. When you talk of rents being raised on changes of tenancy, do you mean to convey that a man has been made pay rent on his own improvements?—I do.

5050. You have no doubt it has been done frequently in Ulster?—No doubt whatever.

5051. I have seen it stated that such a thing never happens in Ireland at all; do you concur in that?—I do not. I am sure it has often happened.

5052. In the case to which you referred just now, where the rent was raised on the fall of the lease from 31s. to £3 per acre, was that increase made on the tenant's improvements?—It was, to a great extent.

5053. That was before the Land Act?—It was. If the Land Act had been in existence then I do not think it could have been done.

5054. Whether before or since the Land Act the increase of rent was upon the tenant's improvements to some extent?—Yes.

5055. And the only way in which the Land Act could have been availed of would be, that when the landlord increased the rent the tenant could refuse to pay it, the landlord then could bring an ejectment, and the tenant then could claim compensation?—Yes. I can give you another illustration of the way rents are increased. A small farm of about four acres, the rent of which was £4 8s. The tenant wished to sell. The agent told him he would require an advance of rent, and raised it to 30s. an acre, making the rent of the farm £6 a year instead of £4 8s. The price realized by the tenant was £8 per acre less than he would have got had he been able to sell his interest in the farm at the old rent.

5056. In that case was the increased rent imposed on the tenants' own improvements?—Certainly.

5057. Mr. SHAW.—The rent was increased to thirty shillings an acre?—Yes.

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5058. Was that the English acre?—Yes.

5059. Baron Dowse.—Have you known instances since the Land Act of rents being raised on the tenants' improvements?—That case I mention was since the Land Act.

5060. Have you known any other instances?—Yes, a farm of three acres, the rent 25s. an acre— at the sale it was raised to 30s.

5061. On whose estate was that?—I do not like mentioning names—it was in the neighbourhood of Portadown.

5062. Do you know anything of the rents paid in Leinster?—No.

5063. A witness stated yesterday, that rents in the north of Ireland are less than in the west or south, for the same description of land?—I should not be surprised to hear it, because the tenants in the south and west of Ireland have not tenant-right.

5064. Has the Land Act of 1870, tended to raise or lower the rent in the north of Ireland, according to your experience?—Since the Land Act a general effort has been made by the landlords to raise the rents. Whether that is the operation of the Act or not I cannot say, but a general effort has been made to raise rents.

5065. Wherever that effort has been successful, has it lessened the value of tenant-right?—It has lessened the tenant-right proportionally.

5066. Before the Land Act, were the rents higher or lower in the north than in the south?—I have not sufficient information to be able to answer that question.

5067. Before the Land Act, was the tendency of the Ulster custom to keep the rents low in Ulster or to raise them?—Its tendency was to keep the rents low before the Act.

5068. Since the Act you say the tendency has been on the part of the landlords to raise rents?—Yes.

5069. In consequence of that, the value of the tenant-right has declined?—Yes.

5070. You mentioned the names of four landlords—the Duke of Manchester, Lord Lurgan, Mrs. Bacon, and Major Blacker, and you said that in driving through those properties you could see at a glance the different conditions under which the tenants held the land—that in one case the farms were well cultivated and in the other case not—have you any objection to mention upon which of the estates you observed that?—Upon the estate of Mrs. Bacon of Rich-hill, the farms are particularly well kept, well farmed, neat and well cultivated, and the tenantry are comfortable, prosperous, and contented.

5071. Is the condition the same upon the estate of the Duke of Manchester?—No.

5072. Or upon Lord Lurgan's?—No.

5073. Have you ever heard the expression that "if tenant-right was abolished in the north, you would make a Tipperary of Down"?—I have.

5074. You think the effect of raising rents in the north has been more or less to interfere with the tenant-right?—The effect has been to reduce the value of the tenant-right, and it has interfered with the comfort and contentment of the farmers, and made them discontented, and produced a great deal of agitation and discontent with the existing state of things.

5075. Has it affected the sense of security they feel for their interest in the land?—Very greatly. It has produced a very general uneasiness and sense of insecurity—the gradual raising of rents.

5076. Am I right in thinking that it would be possible, by increasing the rent on every farm in that way, to do away with tenant-right altogether?—Quite so. It is a question of time whether the Ulster tenant-right, on many estates, will not disappear altogether, under the existing law. The facts of the past ten years prove that it is merely a question of time. As proof of that, I may mention that the Duke of Manchester made a rule on part of his estates, £5 an acre, and on another part £10 an acre, to any tenant who wanted to surrender his farm, but so many

tenants surrendered, and he got so many farms on his hands, that the rule was discontinued, and now he will not give anything.

5077. If the rent was raised to a high figure in the way you mention the result would be, that the tenant's interest in the land, subject to that rent, would be nothing, and that would amount to a destruction of the tenant-right?—Yes.

5078. And the destruction of the tenant-right was the destruction of the tenant's property in his holding—the property which had been created by the labour and expenditure of the tenant, and of his predecessors?—Well, not exactly the destruction of it, I would rather say it was the confiscation of it—it amounted to a confiscation of the property of the tenant.

5079. Confiscated by being transferred from the pocket of one man, into that of another?—Yes; it was taken out of the pocket of the tenant, and put into the pocket of the landlord. That is what I call confiscation. As an illustration of the high rents charged on some estates, I may give an instance of the rent charged on one townland, on an estate which I have not named yet. The acreage of the townland is 257A. 3R., the tenement valuation is £235 4s., the rents amount to £328 8s. 9d.

5079A. Mr. SHAW.—Are these tenancies from year to year?—Yes; under the Ulster custom.

5080. Not leases?—Not leases, except in one or two exceptional cases.

5081. Is that, in your opinion, too high a rent, having regard to the quality and circumstances of the land?—It is too high a rent.

5082. CHAIRMAN.—Have you any objection to mention the name of that estate?—I have.

5083. Have these rents been lately raised?—There has been no general advance of rents. Rents have been raised from time to time within the last few years, as occasion arose. There has been no general advance of rents, in the sense of the landlord saying to all his tenants, "I must have an increase of half-a-crown or five shillings an acre." That has not been the way it was done; but whenever an opportunity offers the rent is advanced.

5084. Mr. KAVANAGH.—You mentioned about straw being sold—straw which used formerly to be used on the farms—and you say that now there is a demand for that straw in the market?—What I said was, that there is a great supply of it sent to the market.

5085. Is there a demand for it?—Yes, it is all sold.

5086. Where does it go to?—It goes to Belfast, and some of it is shipped to England and Scotland.

5087. Is it sold at a low price?—It is.

5088. You attribute the sale of that straw, instead of as formerly using it on the farms, to a desire on the part of tenants to make all the money that they can?—To the necessity rather.

5089. Baron Dowse.—You have said you would compel the London Corporation to sell their land, and I therefore infer that you would not make the ordinary proprietor sell his estate if he did not like?—I would not, but I would make such an alteration of the law as would give the tenant security.

5090. You say you would abolish entails and settlements?—I would abolish the power to entail property, and tie it up, I think such a power works injuriously to the interests of the country and checks improvement.

5091. Suppose that while preserving entails and settlements the legislature passed a law enabling the owner for the time being, notwithstanding the entail, to sell or dispose of it (and the money to be invested on the trusts of the settlement), would that get rid of your objection?—Yes, if that could be done I would have no objection. My objection to settlements and entails is merely as to their effect on the agricultural interests of the country.

5092. You have heard of the idea that has been started by some persons, of buying up all the landlords of Ireland, and turning the whole tenantry of

the country into a peasant proprietary—would such a scheme have your approval?—I do not approve of it.

5093. Have you ever turned attention to the subject of where the money was to come from to carry out such a scheme?—No; I do not approve of it, and therefore have not turned my attention to the point.

5094. But you see no objection to facilitating and assisting a tenant to buy his holding, if the estate was in the market or if his landlord wished to sell it to him?—On the contrary I see a great deal in its favour. If an industrious and thrifty tenant, who had saved some money, was anxious to become the owner of his farm, I would give him assistance to carry out that object.

5095. In short you would approve of the creation of peasant proprietors by natural means?—Exactly.

5096. I understand you to say that as a rule the landlords do not make improvements in the north of Ireland?—They do not.

5097. Some people say that from the American competition, and from the bad harvests and bad seasons which we have had, and which of course we must expect a recurrence of from time to time—that agriculture in Ireland will be a bad business, no matter what legislation may do for the tenant—is that your opinion?—No. I have no fears for agriculture in Ireland, if the occupiers were enabled to cultivate the land under favourable conditions and if the laws were such as to encourage and stimulate them to exertion and secure them in the value of their improvements.

5098. You mentioned, in reply to a question from the Chairman, that a considerable number of the farmers in your district were impoverished?—Yes.

5099. Did you attribute that impoverishment entirely to the want of security?—Partly to that, and the excessive rents they have to pay, and partly to the bad seasons.

5100. You think that if allowed to hold his land at a fair rent, and secured in the value of his improvements, that, notwithstanding the American competition, the tenant-farmer in Ireland could still “hold his own,” as the saying is?—Yes; I think so. Give us good land laws, and I shall have no fear for the future agricultural condition of Ireland.

5101. The O’CONOR DON.—You consider the rents at present in your district too high?—Yes.

5102. If the rents were fixed on the basis you propose, I presume it would tend to a general lowering of rents over the country?—It would. I could adduce facts to show that the rents must be lowered. A tenant was ejected last year from a small holding after her husband died. He had paid £3 an acre for it. The widow, after his death, was ejected for non-payment of rent, and the landlord cropped the land and proceeded to sell it. He was offered £ an acre for the produce of it, and that the buyer should save the crop. About the month of June or July it was refused on the ground that they could not reduce the rent; and the office is now tilling the farm and selling the produce by piecemeal. That has been done in several instances, to my knowledge, because the rent could not be got out of the land, and the landlord can’t afford to be the first to reduce it.

5103. The O’CONOR DON.—Are there not cases in which the rent could be got out of the land, and in which, still, if your plan were adopted the rent would have to be lowered, because the rent could be only got out of the land in consequence of the tenant’s improvements?—Certainly, I think my scheme would lead to a general reduction of rents.

5104. Have there been many sales in the Landed Estates Court in your district?—Not many.

5105. There have been some, I suppose?—Very few in my immediate district; none in which the tenants purchased.

5106. You propose a scheme for the whole of Ireland, not for a particular district, and you know there have been sales throughout Ireland, the pur-

chasers buying in the Landed Estates Court under the existing law and at the existing rents?—Yes.

5107. Would you consider it fair that the rents of those so purchasing should be reduced, although the land was full value to pay the rent on the tenant’s improvements?—Yes; I would consider the law which gave the landlord power to confiscate the tenant’s improvements by charging the rent on the tenant’s capital and industry, an unfair law. I am not prepared to say that some compensation should not be paid to the landlord who keeps within the law, although an unfair law. But I would consider the interests of the whole community—the interests of the agricultural classes—before the interests of a not very numerous class.

5108. Then would you say that these people, whom you admit would be entitled to compensation, should get it or not get it—would you confiscate the additional money that they had paid under the security of the existing law?—I would deal with each individual case on its own merits. All legislation in this country has recognised what are called vested rights—rights given by the law—at the same time, that which cannot be compensated for is the falling of the market. A great fall on rents resulted from the falling of the markets, and that fall is the result of the produce of the land being much less value than what it was when these purchases were made; consequently, the landlord as well as the cultivator should suffer.

5109. You think that every one interested in the land should share in the loss consequent on the falling of the market?—Yes.

5110. Do you think that the landlords should suffer for the change in the law which you propose, transferring the right to the tenant which he did not possess before, although the land was full value for the rent?—I would deal with each case on its merits, and in cases in which there are vested interests that suffer, I would compensate.

5111. You think that every vested interest should be compensated for?—Yes, what is really a vested interest; not merely something existing previously, but what is known under the circumstances to be a vested interest.

5112. Can you give us any idea of the prices paid for tenant-right in your district?—The prices paid vary from £8 to £20.

5113. What would that be calculated by the years’ purchase?—Rents are so various it is impossible to make such a calculation; I have known the rents to vary so much that it would be merely guess work.

5114. Have prices of tenant-right increased or decreased since the passing of the Land Act?—At first they increased; but they have decreased of late years; in consequence of the advance in rents, and the uncertainty that exists with regard to the rent that may be charged—they have decreased somewhat.

5115. In the case you mention, when the crop was being sold by the landlord at 30s., although the rent as you said was £3, was that land in a worn-out condition when given up?—I think not.

5116. And do you think it was well cultivated?—It was fairly cultivated. All land has suffered from last year, especially as to grass.

5117. Are not prices of stock very high now?—Yes; but they are not so high as they were years ago.

5118. Are we to understand that this was meadow land—you spoke of it as grass land?—Not meadow land; it is used for grazing, a good deal of it.

5119. And was the grazing sold for 30s. an acre?—It had been used for grazing. It was sold as grass on foot.

5120. It had been used during the existing year for grazing?—Oh, no.

5121. Well, then previously?—Yes.

5122. Then, being grass on foot, I presume you would call it meadow?—Yes; it may be. It was not what you would call permanent meadow.

5123. Yes, but taking it in regard to this particular year is it meadow?—Yes.

5124. And do you think the full value was given

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for it, that it was not worth more than 30s. ?—I do. It was a sale by public auction, and it was sold in all those different lots, and the sale was largely attended.

5125. Mr. SHAW.—It was not fit for meadow land?—No.

Mr. *Hamilton Robb*.—It is many a time done in our neighbourhood; lay grazing down for a certain year when the tenant expects a fair return.

5126. The O'CONNOR DON.—Do you attribute the right of the tenant to what is called occupancy right, distinct from a right arising out of improvements, to the settlement of Ulster?—I attribute it to what we call the good will arising out of the conditions upon which our predecessors were settled in Ulster, and which have continued the terms of occupancy since.

5127. Do you think the tenants in the other parts of Ireland would have a just claim to the same right, or would you restrain their right to the improvements they had made?—Well, probably it ought to be restricted to the improvements. It is exceedingly difficult to separate the good will from the improvements, because an element in the marketable commodity offered for sale, is the character of the landlord, which is exceedingly difficult to estimate.

5128. With regard to the purchases under the Bright clauses, assuming that the principle of those clauses was extended, do you think that most of the tenants in Ulster would be able to pay one-third or one-fourth of the purchase-money?—I think a very great many of them would be able to pay one-fourth.

5129. And you believe, therefore, that if the Government advanced three-fourths, in almost every case the tenant would be able to purchase?—I think in the great majority of cases he would. The tenants have become exceedingly impoverished in the last three years. If you had asked me the question three years ago I would have said "yes," without any hesitation. Within my experience the condition of the tenantry has been changed in the last three years.

5130. And do you think that all those who have money to pay the one-fourth would be anxious to purchase?—The great majority of them would. Those who have purchased are very much improved.

5131. Would you consider it a fair thing to say to a landlord "you must either give this tenant-right, or perpetuity of tenure, or sell to your tenants"?—I would.

5132. In such a case he would have no reason to complain when the alternative would be offered?—None; when the alternative would be offered.

5133. Mr. SHAW.—You spoke of £3 as the rent of land near a town?—Yes, a mile from Portadown.

5134. That would be high rent for an ordinary farm of land?—There is a great deal of land about Portadown at high rent for farming purposes. It is not treated as townparks; in that case there would be no tenant-right.

5135. It is a high rent owing to the position?—Precisely. In a valuation I would take into account the access to the markets.

5136. I suppose it is a habit to sell the oats, straw, and hay standing?—Very much lately owing to the bad times. It has very much increased within the last three years.

5137. The farms in the county Armagh are generally small I believe?—Very small; the smallest in Ulster.

5138. Do they buy artificial manures as a general rule?—Not to any extent.

5139. So that the land must be deteriorating?—Yes; greatly impoverished. As a proof of that, the neighbourhood of Portadown is largely a wheat-growing country, and the farmers used a great deal of lime, but that has almost fallen into disuse entirely. The farmers cannot afford to buy lime, and they cannot grow good wheat now. They are growing an inferior kind of wheat.

5140. Now, when you speak of thirty shillings an acre in some of the cases you have quoted, is that land

situated near a town, or is it in the ordinary country districts?—It is quite in the country districts.

5141. Is that a high rent for it?—In some localities it is. On Mrs. Bacon's estate there is no land let so high, nor from within two miles of Portadown to near Richhill.

5142. The other rent is a common rent?—The other rent is a common rent.

5143. It must represent a great deal of the tenant's improvements?—That is a rent charged on the tenant's improvements.

5144. It is a great deal more than the net value of the land?—A great deal.

5145. Is it extraordinarily rich land?—A great deal of it is very poor land.

5146. A great deal of it reclaimed?—A great deal of it is old reclaimed bog.

5147. And all the improvements made by the tenant?—Yes. I should say that in the neighbourhood of Lough Neagh, when the drainage took place, lowering the lough, there was a considerable amount of land brought into cultivation in consequence of the water being lowered; and the landlords insisted on the adjoining tenants having this cultivated, and they charged them about £2 an acre. They had no option, although the cost of the drainage and the annual assessment was, in a great many instances, put on the tenants.

5148. And not paid by the landlords?—It was, in the first instance, paid by them, but they added it to the rent, and it was a common thing to see on the rent receipts so much for drainage.

5149. An annual payment made by the tenant?—And in addition to that they had to pay a rent for the land at £2 an acre. In several instances. Of course, no tenant-right attached.

5150. Is it a common thing to raise rent at the expiration of a lease?—Usually it is raised. We have very few leases. As a rule farmers don't care for them now.

5151. The O'CONNOR DON.—Is it a fact that tenant-right is not attached to a holding which a man gets without having to pay anything?—It is a fact.

5152. You don't think it should attach to it?—No.

Mr. *Robb*.—That is, if he does nothing to improve the land after he gets it. It all depends on what he does to it.

5153. Baron DOWSE.—Is not there a good will in every tenancy from year to year?—Practically.

5154. It is a term of years which may be assigned by deed?—Yes.

5155. Mr. SHAW. If a man remains a certain number of years he must create a good will. He could not be in it without creating a great deal more than the improvements you see on the surface, and in that way he produces a tenant-right. Is not that your view?—Yes. My idea is that he is forced to lay out a great deal of money in improving this land, and the landlord does not lay out any money whatever, so that the increased value of the land belongs properly, as arising out of the improvements, to the tenant.

5156. What is the average size of the farms in the district of the County Armagh with which you are acquainted?—They vary from five to fifty acres.

5157. Do the farmers have no other industry?—The small farmers have weaving, but there are not so many of them at it now.

5158. Do you think that if they had to live on ten acres of land at 30s. an acre they could live on it?—They could not live on it.

5159. Without some other industry?—Without some other industry, at the present prices of produce.

5160. Supposing that produce came back to the ordinary price, and that business improved, would the farmers become weavers again?—Weaving is passing out of the hands of the country people into the factories in towns.

5161. But fine weaving is still in the country?—Yes.

5162. Mr. KAVANAGH.—Mr. Shillington, is not it a fact that Lord Dufferin purchased the tenant right on his estate?—I have seen it so stated.

5163. If he did, would it be right that these tenants should have a right to it again after being paid for it?—Nothing that the landlord has paid for should be given over to the tenant. I would give the landlord power to register whatever belongs to him, whatever improvements he may have purchased or made, and that should be taken as a ground of additional rent.

5164. Mr. KAVANAGH.—Suppose you had a farm, and the landlord bought up from you the tenant-right, you would not consider that the tenant-right was left still to you to sell?—No.

5165. Mr. SHAW.—He could put a rent on the incoming tenant to cover this purchase money?—He could, of course.

5166. In the case you referred to—that of the Duke of Manchester's estate—where the landlord took the land for £5 per acre, what was the object of that? Was it to purchase the tenant-right?—The object was rather to re-let it. The farms have been cultivated since by him.

5167. He has had them in his own hands?—Yes.

5168. And he could have got an immense number of farms in that way, if he could have taken them?—Yes he could have got a good many.

5169. This £5 an acre is a low price?—It is the office rule made to restrict tenant-right.

5170. It seems a low price for tenant right?—Yes, but the rent was high.

5171. The O'CONOR DON.—What was the rent per acre?—From 25s. to 30s.

5172. Mr. SHAW.—Is that prime land?—No; poor land.

5173. And improved by the tenants themselves?—Yes, improved by the tenants.

5174. Have the rents been raised within the last ten years?—There has been no general raising of the rents, but wherever there was an opportunity—when the tenancy was changed—it was raised.

5175. You consider that an infringement on tenant-right?—I consider that rent, taken out of the tenant's improvements.

5176. You would not object to a general valuation of the estate provided the tenants had some voice in the valuation?—No; and provided the tenants' improvements were valued as well as the letting value of the soil.

5177. Baron DOWSE.—You say that you would allow the land to be held at a fair rent. It is not at all improbable that that rent might be raised?—Possibly.

5178. And it is only an observation you throw out. In the present condition of affairs you think your scheme would lead to a lowering of the rent?—Precisely.

5179. It might if times got better lead to a raising of it?—Yes; I would adjust the rent according to the price of produce.

5180. Do you think if a man buys an estate in the Landed Estates Court or any other Court, or in any other way, with a certain rental, that he has a vested interest in maintaining that rental even if economic laws make it impossible for tenants to pay it?—Certainly not.

5181. If a man buys an estate in the Landed Estates Court at a certain rental he has no vested interest if the tenants are unable to pay it?—Certainly not.

5182. He has no right to call on the State to make it up to him?—No. If owing to the action of the State the price of produce has advanced to a high price, and the tenant wanted a reduction of rent; I would say take into consideration the present price of produce and I would take into consideration the high price or the low price and have a periodical valuation.

5183. The rents might be raised or lowered according to the value of the land in the market?—Yes.

5184. O'CONOR DON.—You don't propose to settle the rent according to the value of the land in the market, but according to the value of the land in the

market minus any value added to it by the tenant's improvements?—I consider the value of the land a thing which cannot be separated from it; it must be taken as an element to estimate or fix the landlord's interest.

5185. You think the landlord's interest should not be the letting value in the open market, but the letting value minus the part added by the tenant's improvements?—The letting value minus what belongs to the tenant.

5186. Supposing that a person had purchased an estate in the Landed Estates Court, and that he had not raised the rent since he purchased, do you consider that he would be entitled to any compensation for having those rents lowered compulsorily, because they had been originally placed on the tenants' improvements? If the State consider it desirable that the tenant's improvements should be taken out of the rent?—The Government value of the rent, minus the tenant's improvements, is the question.

5187. Baron DOWSE.—Do you consider it an immoral thing for a man to charge rent on a tenant's improvements?—I do.

5188. Do you think the legislature should give him compensation for the loss of that right?—I don't think it should.

5189. Mr. SHAW.—The Land Act gives the tenant a right to the improvements?—Yes.

5190. Baron DOWSE.—You were asked as to the origin of the Ulster tenant-right, and whether you consider it should be extended to the whole of Ireland in consequence of the way it originated in Ulster. Is not it a moot question what the origin of the custom was; whether it originated in the Plantation or not?—I am not clear about that.

5191. Do you know anyone that is?—No, but I give the prevalent view, the consensus of opinion as far as I can gather amongst the people of the North of Ireland; but I am not aware that it is based on any proper historical foundation.

5192. I want to ask you a question that I did not want to go into at all, but it is necessary to go into it now. You think it originated in the settlers coming over on certain terms, and when the settlers came over did not they find a large native Irish Catholic population in the place?—Yes, in some places.

5193. Does not the Ulster tenant-right extend to them as well as to the Protestants?—Yes.

5194. And simply because it grew over the whole province?—Yes.

5195. Is there any reason why it should not extend when amended over the whole of Ireland?—I don't see any.

5196. CHAIRMAN.—At that time the object of the Plantation, supposing it to have been the origin of the custom, was to bring respectable and responsible tenants into the country. Then if the power of sale, which is now called free sale, arose, do you not think there must still have been a restriction, as to the places being filled with respectable and responsible tenants?—In the settlement of Ulster there were very few changes of tenancy. I have traced families for generations without any changes. The question seldom arose. I am not prepared to say if that power in early times was ever used or if it existed in abeyance.

5197. It struck me as a most probable idea of those who gave the land, that there should be continuous occupation by these families, or, if parted with, by equally respectable and responsible tenants?—Against that we have the fact that it has spread to the whole of the population of Ulster as well as to the settlers.

5198. It has grown with time?—Yes, with time.

5199. Baron DOWSE.—Some people say it originated in this way. I have seen grants, offering so many acres of land to certain people, on condition that they would erect a great stone bawn, and bring in one hundred and twenty Protestants from England, with various intentions in reference to the natives. These people were to get estates, but never got them. They got tenancies

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from year to year, and they made as much as they could of them. That was said to be the origin of the Ulster tenant-right?—Tandragee Castle was built by a predecessor of the present proprietor, on condition that he held it as a pass and stronghold. At present

there are tenancies existing held by the successors of the original settlers, and they cannot be disturbed; they held little patches in the town and they were obliged to render military service, and their successors are there still.

Mr. Hamilton
Robb.

Mr. HAMILTON ROBB, Edenderry, Portadown, examined.

5200. CHAIRMAN.—You have heard the evidence given by Mr. Shillington. Are there any points on which you wish to say anything?—I can add so little to Mr. Shillington's evidence, that I do not feel free to occupy the time of the Commissioners. You were asking as to what power of veto a landlord should have as to the incoming tenant. I wish to say a word upon that point. My anxiety is, if we wish to sell, to get full value, and, if the landlord lets us get full value, he may buy if he pleases.

5201. Then would you have the full value ascertained by valuation?—By free sale and free offer, if it could be fairly ascertained, and the seller is satisfied that he gets the full value, the full market value, of his good will, the landlord might buy himself. Some of the Duke of Manchester's land was raised to £3 an acre, close to Portadown. Till lately the Duke's agent gave them a certain sum for tenant-right on surrender, but he discontinued that, and these men are losing money, and they are grumbling because they can't pay £3.

5202. Is that the reason, or is it bad seasons?—Well, it has been intensified by that, but it was not possible to make money on the holding at £3 an acre, even in good years.

5203. Then you say they wish to sell or surrender?—They wish to sell.

5204. They cannot find purchasers?—It is not easy to find purchasers.

5205. CHAIRMAN.—They would be only able to give a notice to quit and go voluntarily after losing the payment made for the tenant-right.

5206. BARON DOWSE.—You say you would be satisfied to sell if the landlord gave you the full value. Would you be satisfied to be turned out, whether you liked to go or not, if you got full value?—I have never been able to say for myself, that I would not allow the landlord to purchase, if he were so disposed, having given me the full value.

5207. Can you imagine it possible that he would give you the full value if he turned you out?—I don't know.

5208. Would not you rather have a voice in the matter, and not go if you did not like?—Most assuredly.

5209. You would like to go with your own consent?—My private wish and the settlement of the land laws are two different things. My own private wish might be different from what I could say would be a fair settlement on public grounds.

5210. Take it then on public grounds, would it be a fair settlement that the tenant should be obliged to go,

unless willing to go, as long as he paid his rent?—I think it would seldom come up. Others might differ from me, but I never wish to infringe the slightest on the landlord's rights.

5211. Then, according to your opinion, your private opinion at all events, you would let the landlord have the land if he gave the full value. Is not that so?—I would, but I don't know how that could be done. We go in for continuous occupancy.

5212. I am perfectly sure you would never be satisfied without the full value. I understand you to say that you would give it willingly if he gave you the full value?—I don't say willingly, but if I wished to sell.

5213. You would like to have a voice in it yourself?—The question is whether it would be right on public grounds that the landlord could in any case resume possession of a farm. That is the question, but I could not right off give an answer to it. It is a large question.

5214. There may be cases, you think, in which it would be fair if the landlord wanted the land for the purpose of adding to his park. In any event he should not get it without giving the full value. You and he would be sure to differ about that?—Not if we had this new valuation.

5215. How would you have the full value ascertained. You would put it into the market and let it bring whatever price it could bring?—That would be one way.

5216. Supposing the people knew that the landlord wanted to buy it, do you think you would get a tenant on the estate to offer for it?—Well, there is the question of good will. If a landlord wishes to disturb a man in possession he would be entitled to some compensation in the same way as when one gives up land for a railway.

5217. In other words, something should be added for compulsory purchase?—That's it.

5218. By that means you would strive to get all out of the landlord you could, and then you would be willing to part with it?—Precisely.

5219. Why did these people pay £3?—They never agreed; it was raised.

5220. They must have agreed?—They got a notice saying, you must pay the £3, and they protested.

5221. Then, in fact, they were not free agents?—Certainly not; that is the whole sting. If you give us fair laws like the Ulster tenant-right custom, or give us fair laws, and give us the system of the English or Scotch, and we will thrive and prosper. We have no system except what the landlord pleases.

Mr. Nelson
Ruddell.

Mr. NELSON RUDDELL, Aghacommon, Lurgan, another member of the deputation, examined.

5222. CHAIRMAN.—You have heard the evidence which was given by Mr. Shillington?—Yes.

5223. Have you any particular observations that you would wish to make with regard to that evidence, or do you generally concur with what he said?—I concur generally with what Mr. Shillington has told you. You asked a question with regard to certain glebe lands which I purchased. I shall be glad to give you any information with reference to that.

5224. CHAIRMAN.—Would you tell us what took place on the Commissioners wishing to sell the holdings?—The tenants all got notice, and were offered the purchase of the different holdings, and I purchased my portion.

5225. They sent you notice, I believe, of the price and of the conditions?—Yes.

5226. Did you borrow any money for the purpose of the purchase?—I did not.

5227. Did you find any difficulty in having the sale completed?—Not the slightest.

5228. Nor in arranging the price?—Well, I thought that the price asked was very high, and I did my best to get it reduced, but could not.

5229. The Commissioners named a price and that was their final decision?—It was.

5230. Was there any statement made as to what would be done, provided you did not accept it?—Yes; a statement that it would be disposed of in the market. The tenants got two or three offers at two or three times. The first offer I accepted, and I think the last offer was much cheaper; it was a reduced price. However, I had purchased previously.

5231. You accepted before the others, and by their hanging back they got the holdings at reduced prices?—Yes; but they did not purchase, at least not many of them; I think, another and myself.

5232. And were they sold?—A number of them afterwards became tenants to one individual.

5233. And they hold under that individual now as tenants?—They do.

5234. Are you satisfied with your purchase now?—Owing to the depression in trade and the foreign competition, I think I paid high for it, and I would not be disposed to buy it now at that price.

5235. But in other respects are you satisfied with being an owner, in preference to holding under a landlord?—Yes; I very much prefer it, and I have greatly improved the land since, whereas, on an adjoining farm, which I hold as a tenancy from year to year, I am very tardy of doing anything like that, owing to the fact that whenever a change of tenancy takes place, the rent may be raised. I find that owing to the habit of raising the rents, whenever a change of tenancy takes place, the tenant considers it his interest to do as little as he can in the way of improvement.

5236. What is the condition now of the portion of Church property, which was bought by the individual under whom the remaining tenants hold now?—It is much the same as it was before the purchase. It was not purchased until a very few years ago, and, owing to the low prices of farm produce, foreign competition and many other things, the landlord did not see his way to raise the rent; in fact it was high enough at the time—it was 32s. 6d.

5237. Was there any lease?—There was no lease.

5238. Do you consider that on that property now the Ulster Custom exists?—Yes.

5239. They had it before under the Church Commissioners?—Yes; you had liberty to sell to the highest and best bidder by private or public sale.

5240. Do you think the tenants of that property have been improved at all?—No; I think not. The rents are too high and the people could not improve it.

5241. Is there anything else you would like to notice?—I don't think there is anything else, my lord.

5242. Baron DOWSE.—Where is the land?—In the parish of Seagoe.

5243. Near Portadown?—Between Portadown and Lurgan.

5244. That is a good part of the country?—Yes, the land is good in that part of the country. This land belonged to the late Archdeacon Saurin.

5245. How many acres are in the portion you purchased?—Fourteen and a half.

5246. And what rent did you give the Archdeacon?—28s. an acre.

5247. I suppose you consider you had tenant-right?—Yes, certainly.

5248. Did you buy it or inherit it?—My father bought it.

5249. And what did he pay?—He paid from £12 to £14 an acre.

5250. At the same rent?—The rent was afterwards raised by the Archdeacon, and then an attempt was made to raise it again, but my father said he would pay no higher rent for the farm.

5251. What did you pay the Commissioners?—I think it was twenty-two and a half years' purchase.

5252. And for that you got the whole estate?—Yes.

5253. No rent whatever?—No.

5254. And you paid the cash yourself?—Yes.

5255. Twenty-two and a half years' purchase, and 28s. an acre?—Yes.

5256. Do you consider, having regard to the condition of agricultural produce, that that amount was rather high?—I do think it too high.

5257. Do you reside on that farm?—No.

5258. Is it near the farm on which you reside?—It is.

5259. But there is a house on it?—Yes, there is.

5260. And you live in the house on the other

holding, for which you are tenant from year to year?—Yes.

5261. Where is it that you are tenant from year to year?—Nearer Lurgan.

5262. Is it the same sort of land?—Some of it is wretched, and some of it good.

5263. And what do you pay for that?—27s. an acre.

5264. And have you tenant-right upon that farm?—I have.

5265. Has the rent been raised at any time?—Yes, at the expiration of three leases the rent was raised, I believe, from 7s. 6d., 12s. 6d., and 15s. to the present rent.

5266. Seven and sixpence was a low rent you know?—Well, one of my neighbours in a townland near to me says he remembers the time when there was no rent above 10s. an acre in that part of the country.

5266A. Who makes the improvements?—I do, and my father did before me.

5267. Does that system extend to the whole district around?—Generally.

5268. Lord Lurgan then does not act on the principle of making the improvements?—No, in some cases, leading drains are cleared out occasionally.

5269. And does he charge for that?—I think not.

5270. Is not Mr. Hancock his agent?—Yes.

5271. And are they not both well-disposed fair gentlemen?—Yes, but they are both disposed to raise the rents, and the tenant has no option in the matter.

5272. They must either pay it or else fight the question in the Land Court?—Well, Lord Lurgan has no cases in the Land Courts.

5273. How many acres have you under Lord Lurgan?—I have about 180.

5274. Supposing you had those 180 acres in the same way that you have the Church land you would feel very comfortable?—Oh, certainly. I would make no comparison whatever.

5275. So that there is a feeling of security in the Church land even, though you think you paid more for it than you ought?—Yes, I would rather have it, even though I paid more. I would rather pay more than its value in order to have the security, and I would work the farm to better advantage if I had that security. I will give you an instance, adjoining this land which I purchased, there is a large field which had been drained with shallow drains some time ago, but had got choked up, consequently was wet, and rushes growing on it, and I had lost considerably by sheep taking liver disease in consequence of the wet. I was determined to drain it, but seeing that my neighbours' rents for their farms were being raised whenever changes of tenancy took place, I pondered over the matter, and thought it was rather risky, as my rent might be raised should I make the improvement.

5276. If you had that farm you hold from Lord Lurgan, given you by law at a fair rent between landlord and tenant, between man and man and with regard to the rights of both, with unrestricted and free sale, and continued occupancy as long as you pay the rent, would that give you a sense of security?—It would certainly.

5277. You would like it that way?—Very much.

5278. Do you think it would improve the country?—I do. It would be better for both landlord and tenant.

5279. The landlord would be secure of his rent?—Yes.

5280. And the tenant would be sure that anything he put into the soil he would be sure to get out of it?—Yes. At present the tenant is afraid to put anything into the soil; he has no heart to do it.

5281. And it would be better for the landlord to do this rather than have any continued contention on the subject?—Yes.

5282. Mr. KAVANAGH.—What would the tenant-right of the Church property sell for?—From £12 to £17 the English acre.

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Ruddell.

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Mr. John
Robinson.

Mr. JOHN ROBINSON, Druminally, Portadown, another of the deputation.

5283. CHAIRMAN.—You did not hear the whole of the examination of the previous witnesses, but I suppose you can gather from what you have heard, the sort of evidence that was given?—Well partly.

5284. Well can you now give us anything in addition, anything that you would like to put before the Commissioners?—I did not hear all of Mr. Shillington's evidence.

5285. He touched upon the question of the increase of rent, especially the grievance of raising the rent at the time of the change of tenancies by sale to a new tenant or at the tenant's death, he spoke of the disadvantages of office rules as being a restriction on the value of tenant-right, and also the restriction on the number of persons who could compete at sales. He gave evidence as to disadvantages from these restrictions and also the increase of rents. He also gave some evidence on the Bright clauses.—*Witness.*—with reference to leases, did he give any evidence as to that, because I have suffered myself greatly in that matter?

5286. Is that on the dropping of a lease?—Yes, on the expiration of a lease.

5287. On the expiration of the lease, was the tenant-right revived?—Taken up altogether. My grandfather purchased a farm near Richhill. It was formerly held under the Clarkes, but Jacob Orr was the owner when the lease expired. My grandfather purchased this farm, and took out a lease, and my father who was the only son was the life of the lease. He improved the farm, he sewered it, he levelled ditches and made large fields, planted ground, set hedges, filled up "shoughs" and put bars and iron gates on every field, and at the expiration of that lease the landlord asked me was I prepared to pay £2 an acre.

5288. How long was the lease for?—I think 31 years, or three lives.

5289. And when did it expire?—It expired some time before the passing of the Land Act of 1870. I think about two years before it.

5290. What was the rent under the lease?—Twenty-seven shillings an acre.

5291. Statute acre?—Yes; statute acre.

5292. What happened when the lease dropped?—He asked me was I prepared to pay £2 an acre, and I said I was not.

5293. Baron DOWSE.—Who asked it, the landlord?—Jacob Orr, who professed to be a tenant-right man: I told him that I could not take a thing that would not pay me; that I could not take it.

5294. CHAIRMAN.—What kind of land is it?—The land is not the best; it is nice light land, not heavy cropping land. At the same time that he was asking the £2 an acre he had set it to another tenant, who took the farm from him, and I asked him would he allow me anything for my improvements, and he said not a shilling. I never recovered the price of even an iron gate, and he took the farm.

5295. Did he accept any rent from you after the lease dropped?—He did that year after my father died.

5296. Did you pay rent after the death of your father?—For none but the one year.

5297. Baron DOWSE.—Under the Emblements Act, which enables a tenant to hold to the end of the year without creating a new tenancy?—Yes; that was the way it was done.

5298. There was no new tenancy created?—No; no new tenancy created.

5299. CHAIRMAN.—Well then did he eject you?—He did.

5300. Mr. SHAW.—How many acres were there?—Something about thirty.

5301. CHAIRMAN.—Did you get no allowance?—No, not a shilling. He told me I would not get the price of even an iron gate.

5302. Mr. SHAW.—Was tenant-right allowed on the estate?—No; not that I know of.

5303. Baron DOWSE.—Did tenant-right not exist on that property?—I think not. It was a small property, Jacob Orr's. I was reared on Mrs. Bacon's, which is a large estate, and well managed, and the farmers are all generally thriving on it.

5304. Who is the agent for Mrs. Bacon?—Mr. Brush, and his father was agent before him. My father and grandfather lived on the same estate. My father held a large farm on it.

5305. That property of Jacob Orr's, did he buy it himself?—His father-in-law, George Henry, bought it, and gave it over to Jacob Orr.

5305A. Are you able to state the rent that Orr got for that farm that he took from you?—37s. 6d.

5306. And he had it let for 37s. 6d. when he asked you £2 for it?—He had. That was not the farm I lived on; I lived on Mrs. Bacon's property.

5307. You did not take it at £2?—No; I did not consider it worth it. My father lived on Mrs. Bacon's property at £1 an acre.

5308. Did your father make all the improvements?—My father and grandfather did.

5309. Did the landlord make any improvements?—Oh, none at all. I never got a sixpence for making a sewer. On Mrs. Bacon's estate they allow for sewers. When sewers were made they got so much a perch, and the tenants had nothing to do but to fill them.

5310. But did she charge the tenants for that?—No, nothing.

5311. Then whoever has that property now at 37s. 6d. has got the value of your own improvements, and also of your father's and grandfather's?—Exactly.

5312. How much land do you hold yourself at present?—I have close upon 200 acres.

5313. Is that all on Mrs. Bacon's?—None of it. My father bought me a farm on another property, the property of Mrs. Cope; but I do not live on it; I live on Charles Wakefield's estate. He is a very good landlord.

5314. Are you a tenant from year to year?—I have a lease for three lives, two of which are in being.

5314A. The lease is still in existence?—It is.

5315. Does that apply to the whole of the 200 acres?—It does not.

5316. Have you any from year to year?—Yes.

5317. And on whose estate is that?—I have an outside farm of sixty acres under a brother of Mr. Wakefield.

5318. Is it from year to year?—It is.

5319. Is that included in the 200 acres?—It is. I have some land in trust for other people.

5320. Does tenant-right prevail on that estate?—It does.

5321. Are you aware of any increase of rent in your neighbourhood?—Yes, for a great many years.

5322. Does that arise at a change of tenancy?—Yes, or a death. If a son goes to get his name put on the rent book, he is charged additional rent on the ground of disturbance.

5323. Disturbance of whom?—When a man goes to get his name put on the rent book, his rent is raised.

5324. It is not a disturbance to the landlord, and it is a change?—Well, they make it an excuse to raise the rent. A man applied to sell a small holding, the agent gave him leave, but he did not dispose of it, and when he went back to the office he was told he would have to pay an increased rent of 2s. per acre.

5325. And did he agree to pay it?—He did. He had either to pay it or go out.

5326. He made the improvements?—Yes.

5327. That was a rise of 2s. an acre on his own improvements?—Yes. That was John Robinson, of Derrylettiff, on Lord Lurgan's property. I purchased

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the property of a widow woman, a Mrs. Ruddell, and when I went back she said I would have to pay a rise of rent of £10. I asked her was she prepared to take £200 less for the farm, as for every shilling the landlord raised it, it was worth a pound a year less to me; that was at 5 per cent. I told her to go back and to give it to Mr. Hancock. She died since, and the son went in to get his name on the rent book, and it was raised £15 on the son, who paid it under protest.

5328. How many acres are there?—I think about eighty-seven.

5329. And he paid the £15 under protest?—Yes.

5330. So that was £15 put on the tenant's improvements in the farm?—Yes. I believe his father built the dwelling-house. The out-houses are all slated except one, and are all well enclosed.

5331. Had Lord Lurgan made any improvements?—None that I know of.

5332. And Mr. Hancock none?—None.

5333. Is that the Mr. Hancock examined on the Devon Commission?—Yes, the same.

5334. Who said that if tenant-right was disturbed in Ulster, Down would become a Tipperary?—Yes.

5335. You know this question as to the rent being raised?—Yes. I went to purchase another farm on the same estate. I did not close the bargain for £1,700, as I was told it was the custom to make the tenant, at the expiration of a lease, pay close upon £2 an acre for the shoreland. Finding that I would have to pay for the shoreland, I would not purchase the farm.

5336. That is the land formerly under water?—Yes.

5337. And that has been reclaimed by the drainage of Lough Neagh?—Yes.

5338. Has the effect of the whole of that system of raising the rent been to lessen the value of the tenant-right?—There is no doubt of it. I will give you another case. I purchased another farm from a man of the name of John Wilson, beside Dungannon. I went into the office to be accepted as tenant. I was asked to sign an agreement. The agent then said—"Do you know that this is a holding sold under a special agreement?" I said not, and I asked what was the nature of the agreement. He said the holding was near the demesne, and that I must sign an agreement not to annoy the game, and not to complain no matter what harm I got from the game.

5339. What did they mean by game?—Pheasants and the like. Says I "Supposing the pheasants would increase and eat all my corn, do you expect me to come and give you £85 of rent at November?" And he said, "Of course."

5340. Who was that agent?—He has died since.

5341. But it was the agent?—Yes. I said, "Do you know this, before I would do that I would take a spade on my back, and go to the backwoods of America." He then said to the tenant, "Have you not £100 of this man's money?" "I have," said Wilson. "Then," said the agent, "I will allow you to keep it and let this man go, for he is an ignorant man."

5342. What did you say?—"Well," says I, "it's ignorant men you want in here. I never rubbed my back against a college wall, but the men you want here are men who will sign anything you want." They dare not go into Court, and I got my £100.

5343. Who was the landlord?—Lord Ranfurly.

5344. The O'CONOR DON.—Was that since the passing of the Land Act?—Yes; and there is another agent there now just doing the same thing. I bought a farm from a man named John McLaughlin, now in Tipperary, for £1,400. He laid main drains, he built houses and slated them, he made a draw well, and had

every accommodation on the farm. I gave him £20 an acre for the farm, and I went to the office to the new agent, and he said, "The tenant-right on this is £10 an acre, and you must sign an agreement that if, at any time, we require it we will get it, and all you will receive is £10 an acre. I said, "That is like giving a man a half-sovereign, and making him believe it is a sovereign you are giving him. I will not do that." The result was the man had to go to Tipperary, and the farm is unsold to this day.

5345. Baron DOWSE.—Is that near Dungannon?—It is between Dungannon and Moy. That land is quite barren land. This man was an industrious man, and that was the way he was encouraged.

5346. Is not the effect of that to prevent people putting their money in the land, and doesn't it discourage them?—Decidedly, and I think the landlord who does it is very foolish. I know a man who has thousands of pounds in the bank, and he said he would tie a cow to a tree in an orchard before he would put on a slate for a landlord. He never slated a house although he has 200 acres of land.

5347. And what has become of the houses without slates?—He thatched them. Many a good man lived in a house without slates.

5348. You think that if free sale was given to a man for his interest in the land at a fair rent and continued occupancy as long as he paid his rent, that it would be a remedy for that?—There is no doubt of it.

5349. Do you think it should satisfy them?—Yes. I think any honest reasonable man would pay his landlord a fair rent. I know some men who bought under the Church Temporalities Commissioners, and those men were drinking men before they bought, but since it those men are more industrious and, I believe, they are more loyal. They have security now.

5350. They have now their own land?—Yes, the land is their own.

5351. You think that succeeded?—It did.

5352. And do you think it would succeed by amending Bright's clauses of the Land Act?—Well, the farmers in general are not able at present.

5353. Times are depressed?—But if a man got a chance of buying his farm he would borrow the money and have the farm soon.

5354. He would then be sure that he had no rent to pay, and that everything he put in the land could be taken out of it?—Certainly. I hold under an excellent landlord, Mr. Wakefield, who never dispossessed a tenant who paid his rent, and who sets his land at a fair rent.

5355. And what is the condition of his tenantry?—Very contented, and he is beloved by everybody.

5356. Is that near Richhill?—No; it is near Portadown. He gives the bog free, and Lord Lurgan and the adjoining landlord charge £3 to each tenant. He gives it free to each tenant. That is, of course, a small thing; but it is a great thing to make tenants happy and contented.

5357. Still, at the same time, I suppose the tenants under him would prefer to have legal security to having security by goodnature?—There is no doubt of it, for the landlord is an old man. I have spent a good deal of money on the place myself, built a byre for fifteen head of cattle, thorough-drained the greater part of the farm, &c., and I don't know who is to get the estate next year, for my landlord has no family. A man may come in and say, "You have a fine farm of land here," and increase my rent, and I would not like if any of you gentlemen would get it, and the agent were to come in and say, "You must pay £2 an acre for this." I would count it a hardship. Even under my present landlord I would like security.

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Mr John Walker.

Mr. JOHN WALKER, Seagoe Villa, Portadown, examined.

5358. CHAIRMAN.—You have heard the evidence already given?—I heard Mr. Shillington, and I quite agree with all he said. I know what he said, and have read the heads of it all over.

5359. You are a purchaser under the Church Temporalities?—Yes.

5360. Is it on the same estate as Mr. Ruddell's?—Yes; I live at Seagoe close to Portadown.

5361. Are you satisfied with your purchase after having made it?—Yes; but there is one thing I objected to. They charged me full purchase on the drainage; they should only have charged me eight years, and they charged me twenty-two or twenty-two and a half.

5362. Mr. SHAW.—What do you mean by that?—The drainage is what they lowered off the Bann.

5363. Baron DOWSE.—Are you in the Lough Neagh Drainage District?—Yes.

5364. CHAIRMAN.—And that is a sort of rate on the district?—Yes.

5365. Can you account for it how it was that your's was not a fair amount?—No one can account for that. I objected to them charging me twenty-two years' purchase on what was paid in eight years. I spent about £1,000 on this property, and they would not allow me the drainage. They told me if I did not like to do it I might let it alone.

5366. Did you expend that on the faith of tenant-right?—Yes; I had the lease from the Archdeacon during his day.

5367. And there would be tenant-right allowed at the end of the lease?—Yes; but I got a 99 years lease from the Church Temporalities.

5368. Was it only for the Archdeacon's life that you had got the lease?—That was all.

5369. Mr. SHAW.—What is the size of the holding?—Thirteen acres.

5370. Near the town?—Yes.

5371. Baron DOWSE.—I suppose you are a mile from Portadown?—Scarcely a mile.

5372. CHAIRMAN.—But with respect to the buying of your own farm you are satisfied. Had you any lands near it?—Yes, a farm my father formerly held.

5373. Who is your landlord?—Mr. Moore of Kilkeel.

5374. Do you feel any doubt as to making improvements on those holdings?—I am making improvements and taking chance.

5375. Trusting to your landlord?—Yes.

5376. Would it be better in your opinion to trust to the law?—Certainly; it would be a great benefit to the country if the security you suggested was given to the farmer. The last four years have been so bad that a great many farmers in my district have been unable to pay their rent and maintain their families, and the

greater part of them if all they had were sold it would not be sufficient to pay their debts.

5377. Were there any abatements in your district?—In some places fifteen per cent. and in some places not more than two.

5378. Baron DOWSE.—You read Mr. Shillington's evidence and heard it fully again, and you quite agree with him?—I have read it all over and I quite agree with him.

5379. Do you believe that what was proposed would give a sense of security to the country?—I believe it would.

5380. And do you believe it would do the land lords any harm?—I believe it would do good.

5381. Has there been any rising of rent since the Land Act?—Always at a change of tenancy.

5382. The rent has been raised?—Yes.

5383. Did you ever know a landlord to lower the rent?—Never.

5384. But is it only at a change of tenancy that the rise takes place?—Generally at a change of tenancy.

5385. After the tenant sells his tenant-right to the incoming man?—When he goes to sell the agent or bailiff sends in to say: "This rent is to be raised so much."

5386. And that has the effect of reducing the tenant-right?—Yes.

5387. If that were to go on it would put an end to the tenant-right?—That, I think, is what they want to do.

5388. And what would the effect of that be on the people in your part of the country? Would it make them more loyal?—Well they would not feel so well. I believe if they got free sale that the country in a few years would be in a different position from what it is in.

5389. And the landlord would get his rent?—Yes.

5390. And the country would be improved?—Yes.

5391. If the land were let at a fair rent the tenant could still live?—Yes.

5392. And this would give him security?—Yes security.

5393. The O'CONOR DON.—Is this a new system since the Land Act?—It is more general since the Land Act.

5394. Was it not a custom before the Land Act?—Scarcely ever thought of.

5395. Before the Land Act they allowed the sales to take place without raising the rent?—No. The Duke, I remember the time when they would not take a lease under him they put so much dependence in him.

5396. Has there been any sales in your district during the last year?—None. The Duke won't allow them to sell.

Mr. Thomas Shillington.

Mr. THOMAS SHILLINGTON recalled.

5397. CHAIRMAN.—I want to ask you, Mr. Shillington, can you give us any evidence as to the state of the labourers, whether they hold under farmers or from the landlords direct?—The labourers generally live in cottier houses on the farms. A farmer of, say, twenty acres will have a house or two and a labourer or two. They hold generally under farmers. Wages have advanced perhaps fifteen per cent. during the last ten years, and in some cases more. The wages of farm labourers are very low in the district, and labourers are not very well off. The farmers cannot afford to pay them.

5398. Mr. SHAW.—What is the general average of their wages?—It varies during special seasons, but I should say board wages have gone out of use altogether, that 9s. or 10s. a week for continuous work is about the average. There are a great many under that.

5399. Do they get houses free?—Yes, generally. They have lower wages than that if they get a free house; there are wages as low as 8s., without the house.

5400. Are there gardens?—Not generally.

5401. CHAIRMAN.—Whether do you think it would be better for the labourers to hold under farmers, or better for them to be so far independent that they would work and get their wages without holding directly under them?—I don't think it makes them more dependent on the farmers their having houses; if they held ground possibly it might, but that does not prevail to any extent.

5401A. If they have a house does any difficulty arise in case of the death or illness of the labouring man as to the removal of his family?—Well difficulties arise sometimes, but not in our neighbourhood, as we have

manufactures that absorb the members of the family. The drug in the market is the labouring man, as there is plenty of labour for women and children.

5402. Would it generally be the view of the farmer that if the labourer became unable to work or died, that his family should go and make room for some one who would be able to work on the farms?—Yes, certainly. I may mention a habit has prevailed in some districts of pulling down labourers' cottages, for the purpose of keeping down the poor rates, and when a farm is sold, it is often sold on the conditions that some of these houses should be taken down.

5403. Mr. Robb.—I hold a farm under Lord Lurgan where an adjoining townland was sold. The landlord wished to sell that townland to the tenants. It was sold through the court, and the tenants had no difficulty in getting the stipulated advance, and I believe everything works pleasantly.

5404. The O'CONOR DON.—Were they small tenants?—Yes.

5405. What would be about the average rent?—The rent was very moderate: I think about 21s. an acre.

5406. And the size of the farms?—From ten to thirty acres.

5407. Baron DOWSE.—And are they able to live on those farms?—If you take away the hand-loom weaving, that is rapidly leaving the country, the farmer cannot live on ten acres, and where the farms are smaller it is miserable in the extreme. With regard to farm labourers, their condition is deserving of very great attention.

5408. Is it power-loom weaving coming in that is taking away the hand-loom weaving?—Yes. Sept. 22, 1880.

5409. Because I know in that part of the world there is some sort of loom that adds to the income of the family?—Yes, and there were houses for looms there, that high rents were paid for cheerfully.

5410. I know it used to be said that they could not make more than 6s. a week, by working at the weaving?—It varies a great deal, and the wages are very low just at present. Twelve months ago they were considerably higher.

5411. Then the small farmer had his farm, and a place to carry on his trade?—Yes, and it therefore occurs sometimes that they manage to be able to buy an addition to their farms. I may say, I have heard this as an objection on the part of the tenants—where the county court judge holds his court, he is sometimes the guest of a neighbouring proprietor, and cases come up and are decided, and the tenants do not consider it very satisfactory.

5412. And that has also been put forward as an argument against the county court judge, living in the county?—I never heard that.

5413. The O'CONOR DON.—What number of years purchase did these tenants pay for the land?—I think twenty-eight. They paid a high price, although the good-will of the landlord was in their favour. He wished them to purchase, yet they gave him a fine price.

Mr. FREDERICK WRENCH, Land Agent, of Brookborough, in the county Fermanagh, examined.

Mr. Frederick Wrench.

5414. Baron DOWSE.—You are a land agent?—I am.

5415. You are agent on the estate of Sir Victor Brooke?—Yes, and also on the estates of Lord Rathdonnell, Lord Lanesborough, Sir Thomas B. Lennard, and four other smaller estates.

5416. About how much rent do you collect altogether?—About £40,000 a year.

5417. How long have you been engaged as a land agent?—About eleven years.

5418. And you have had a good deal of experience as land agent?—Yes. I was agent for two years on the estate of Mrs. Hope, Castleblaney, and before I became agent I was in the office of Mr. Vernon, land agent, Dublin.

5419. Then you have had experience in managing estates before you became an agent on your own account?—Yes. I had experience in the management of estates in Cavan, Westmeath, and in Cork, and on Lord Pembroke's estate in Dublin.

5420. Does the custom of tenant-right prevail on all these estates of which you are agent or only on some of them?—It exists on all, with the exception of the Colebrooke estate, where a particular custom exists.

5421. Does the custom of tenant-right prevail on Sir Thomas B. Lennard's estate?—It does.

5422. And on Lord Lanesborough's estate?—Yes.

5423. And where is Lord Rathdonnell's property there?—It is between Newtownbutler and Belturbet. Part of it consists of islands in Lough Erne.

5424. All these properties for which you are agent, are they in Ulster?—They are, with the exception of one in Louth, and that is a very small one, the estate of Mr. Lonsdale, near Drogheda.

5425. And does the Ulster custom prevail on all these estates?—Yes, it does, and all through that district.

5426. Does it prevail in the same form on all these estates?—No; it does not.

5427. Take the estate of Sir Victor Brooke, in what form does it prevail there?—On Sir Victor Brooke's estate, in the county Fermanagh, the custom that has been in existence for some forty years is, that when a tenant wishes to leave his holding the landlord shall select the new tenant. The outgoing tenant names one arbitrator, the incoming tenant another, and the

landlord appoints an umpire acceptable to both. These three men visit the holding, and value the improvements made by his tenant or predecessors, the decision of any two of them being final. The umpire is invariably a tenant on the estate, but the tenant is not restricted in the choice of an arbitrator.

5428. Who selects the umpire?—The landlord. Generally the seller and buyer are both present, and the umpire is named, and they are asked whether they have any objections.

5429. You have sent in here a form called change of tenant. Is that the form to which you allude as signed by the parties?—It is.

5430. That form is headed "Colebrooke Estate. Change of tenant. Arbitration on improvements in accordance with the custom of the estate." And then it states that Sir Victor Brooke, having accepted Mr. — as tenant, in lieu of Mr. —, the present tenant, the undernamed have been appointed to view and fix the value to be paid by the accepted tenant for the improvements on the holding.

5431. Improvements on the holding—is that the only matter that is valued? Is there nothing for the goodwill?—That was established many years ago.

5432. What do you say about the goodwill?—That custom of improvements was established many years ago, before there was any question of tenant-right; and what is supposed to be valued is the value of the buildings, the drainage, or whatever improvements have been made by the tenants.

5433. In other words, what you call the tenant's interest in the land?—The tenant's interest in the improvements.

5434. But if there are no improvements the tenant would get nothing?—No, he would not.

5435. It is only the improvements to be valued?—Exactly.

5436. Could you give us any idea of the sums paid under these circumstances?—It depends greatly on the improvements made. There was a case lately of a small holding of sixteen Irish acres, and the tenant had improved it very much, and had it in excellent order, and he got £285 for it. That was an exceptionally large sum, but of course he had made great improvements. In other cases perhaps a man would not get

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nearly as much, but I should think the average all round would be about £8 or £9 the Irish acre.

5437. Has there been any increase of rent on Sir Victor Brooke's estate?—There has been no general increase. If a lease expires it is revalued at the end of the lease, and on the change of a tenancy if the rent is admittedly low there is an increase put on sometimes, but it is not as a rule. It depends on the rent.

5438. Is that rent ever so arranged that it is put on the tenants' improvements?—Certainly not. At the expiration of a lease where a man has improved his farm he would be more leniently dealt with than a man who had run it to waste.

5439. Supposing a man's land is in a bad condition and he puts it into a good condition, it would not be the practice on that estate to make him pay for his own improvements?—It never has been so. Very often a tenant making substantial improvements, such as building improvements, has been given a lease.

5440. Except in that way the Ulster custom does not exist on Sir Victor Brooke's estate?—It does not.

5441. Is that called tenant-right?—It is not. It is called the custom of arbitration.

5442. Is that found satisfactory with the tenants?—I have never seen any custom on an estate which works so well, or where there is such universal good feeling. There is never a dispute.

5443. That is in Fermanagh, that estate?—Yes. It lies around Brookborough.

5444. On Sir Thomas B. Lennard's estate, which I believe is in the county Monaghan, Clones is on that estate?—Yes.

5445. Does the custom of Ulster Tenant-right prevail there?—The usual custom—this is as to all the other estates—is, that when a tenant wishes to sell he comes to the office and asks me for permission, and he is given permission to sell by private contract to a solvent tenant, who shall previously be approved of by the landlord. The adjoining tenant, or a tenant on the estate, has the preference, provided he is willing to give the fair value of the tenant-right. The price is not restricted, but is left to be arranged between the parties themselves.

5446. Does not that custom exist on all the estates you represent except Sir Victor Brooke's?—Yes.

5447. CHAIRMAN.—And on those estates it is called tenant-right?—Yes.

5448. Baron DOWSE.—I believe Sir Thomas B. Lennard has no residence on that property?—He has not.

5449. And does he ever come to visit it at all?—No.

5450. He is completely an absentee?—Yes.

5451. Lord Lancesborough, he lives in Ireland?—He has a residence on Lough Erne.

5452. And Lord Rathdonnell, we know lives in Ireland, also; he has estates in Louth as well. And you are dealing with the Fermanagh estate?—Yes.

5453. Do you find the custom work well on these estates?—Yes, I think very well. Generally if there is any dispute as to the price, I am asked, by both parties to settle it between them.

5454. You put no restriction on the price?—Not as long as the incoming tenant is approved of by me on the landlord's behalf, and is a solvent and respectable tenant, and is willing to abide by the custom of the estate, and that he will not sell again without leave.

5455. I suppose the tenants are not disturbed on these estates, so long as they pay the rent?—I have never heard of it. Practically for all purposes they hold at fair rent by fixed tenure.

5456. They have powers to sell, and with a veto on the part of the landlord; is that so?—Yes.

5457. It works well?—It does, excellently. There is a very good feeling on these estates.

5458. Is there any rise of rent on these estates?—If when a tenant sells, the rent is below the value, I have, in some instances, put on an increase of rent, but on Sir Thomas Lennard's and Lord Rathdonnell's estates, the lands are fairly let. In very few cases is

there a change of rent. It entirely depends on what the rent is.

5459. You would not consider it just to increase the rent on a man's own improvements?—Certainly not; but at the same time I think the landlord has the right to the fair value of the land.

5460. Yes, the landlord; to begin with, the estate is his, and there is an inherent power in the soil, and you recognise that in the rent?—Yes.

5461. And you would not in any way make a man pay the increased valuation, owing to his own improvements?—Certainly not.

5462. On those estates is the tenant-right sold at all by auction?—Never.

5463. You object to that?—I do.

5464. And do you object to that on the ground that it takes away the power to put a veto on the purchaser on behalf of the landlord?—It makes it more difficult for him to put a veto on the purchaser, and also at auctions there are men called "sweeteners" come in, who raise the value unfairly.

5465. Is it not also the fact that an auction by competition is apt to make men give more than they ought to give for the land?—Certainly.

5466. Then a sale by auction is not allowed on these properties?—No.

5467. Are the rents on these estates you mention reasonable rents as a whole?—Yes, they are.

5468. And do they bear any proportion to the Government valuation? What is the Government valuation?—The Colebrooke estate is lower than most of the other estates. The tenants and the landlords are on good terms, and the landlords never wish to raise them up to the Government valuation. I think probably the rents would be about eight and a half per cent. under the Government valuation. In settling the rents the buildings are not taken into account. It is the Government valuation of the land and not of the buildings, unless the buildings have been made by the landlords.

5469. On Sir Victor Brooke's estate is it the custom for the improvements to be made by the landlord?—Previous to the passing of the Land Act the landlord used to grant timber and slates.

5470. Did he increase the rent in proportion?—Not previous to passing the Land Act.

5471. What has been the custom since?—The landlord's improvements have ceased since.

5472. And practically, on that estate, does the tenant make the improvements?—Yes.

5473. And does the same rule prevail with the other properties?—It does, since the passing of the Land Act, at Clones, and on other estates I know of lime is allowed to the tenants at half price.

5474. But substantially now all the improvements are made by the tenants?—Yes; there are small improvements, such as draining, which the landlord assists in.

5475. You don't know anything about the surrounding estates except in a general way? Are they managed much about the same way?—I know the estates adjoining my employer's estates.

5476. The Castleblayney estate formerly belonged to Lord Blayney. Does tenant-right prevail on it?—It does.

5477. The same way as Sir Thomas B. Lennard's?—It does.

5478. And the other properties you mention?—Yes.

5479. And I suppose your evidence applies to these as well as the ones you are presently agent over?—Yes. But, of course, I know the estates in the neighbourhood of Clones, as many of the tenants holding there also hold on the estate I manage.

5480. Have they other farms?—Some of them have.

5481. You are not in favour of an uncontrolled free sale?—Certainly not. I think the landlord should always have the selection of the tenant, and the adjoining tenant should have the preference provided he

is willing to give a fair price. I think that is most important.

5482. Do the tenants themselves admit it is fair?—Yes; they all admit it is fair.

5483. You find the tenants approve of that?—Yes.

5484. Provided he is willing to give a fair price?—Decidedly.

5485. Have you any knowledge of the management of estates out of Ulster before you became an agent yourself—in the days when you had an opportunity of becoming acquainted with estates out of Ulster?—Yes; but I should prefer giving my evidence as to what I really understand.

5486. But, on the whole, you think this principle carried out on the estates you have mentioned works well?—Yes.

5487. The dealing with the tenants on Sir Victor Brooke's estate, at first blush, does not appear so liberal as others. It is only the improvements that he grants compensation for?—It is only the improvements; but it is practically the same thing, and the tenants like to have arbitrators of their own class.

5488. But it is called improvements on Sir Victor Brooke's estate and tenant-right on the others?—Yes.

5489. Is your evidence that it is practically the same?—It is always recognised and called improvements, and we try to confine it to that, but I don't know that tenant-right is different from improvements.

5490. On the other estates is there more years' purchase paid for a farm of the same kind, as Sir Victor Brooke's, for instance?—Yes, at Clones, but the land on the Clones estate is so much better, it is very hard to get at the different customs. On adjoining estates the prices are often not the same. I have known the price of tenant-right vary considerably. In Mrs. Hope's estate for instance, and Lord Bath's, they are both let at about the same rate, and on Mrs. Hope's estate there was a revaluation some years ago. The tenant-right is very high there, and I have known £30 an acre paid on Mrs. Hope's, and on Lord Bath's not more than £10 to £12.

5491. And what is the cause of that?—It is very hard to define why it should be so. It is the custom of the estate. The causes that affect the price are the quality of the land, the competition existing, the situation of the farm, the roads and markets &c., the character of the landlord, the rent and the character of the neighbouring tenants on the estate. I especially allude to that as I know on some properties, it is very hard to get any one to take a farm. The state of the houses and the farm buildings also affect the state of the tenant-right and the accommodation as to boggy land. The tenants are very fond of boggy land being attached to holdings.

5492. Do you mean turf bogs?—No, I mean reclaimed turf bog. It is very good for raising potatoes. But according to the custom of the estate, the price varies very much.

5493. You don't see much substantial difference between what exists on Sir Victor Brooke's estate and the other estates. Is not Sir Victor Brooke's the less liberal way of dealing with the tenants. It may be better or it may be worse, but it does not appear so liberal to the tenant as Sir Thomas B. Lennard's way. I will put the question in another way. Are not the arbitrators prevented fixing the value of anything except the improvements on Sir Victor Brooke's estate?—Those are their instructions, but in the case where a tenant has really improved, he gets a great deal more than the man who has not improved.

5494. His farm is worth more?—Yes.

5495. And it is worth more than the mere improvements themselves?—Yes. There is great competition to get on Sir Victor Brooke's estate.

5496. But at all events on that estate, it is called improvements, and on the others tenant-right?—It is.

5497. And you find this system of arbitrators and umpires working well?—Very well.

5498. How did you carry out the sales on the other estates where you have not a form like this?—I have

a minute book for each estate, and the tenant who wishes to dispose of his holding comes in and asks my permission to sell. I give him leave according to the custom of the estate. He then has to look about for a purchaser, and my bailiff does the same to see if any adjoining tenant or any one on the estate is wishing to buy, and, when a suitable tenant is found, he mentions the man, and he is proposed to me, and when I can approve of him I say so; and, as to the question of the price, they generally come into my office, and the purchaser makes a bid, and they talk it over before me, and ask me to settle the price between them.

5499. And you don't interfere when the price is too large or too small. You ask them to deal with themselves?—As long as they carry out my terms, I don't mind what price they give.

5500. You don't feel called on to say men are giving more than the place is worth, you leave the parties to do as they like?—I do.

5501. If he pays too much so much the worse for himself?—Yes.

5502. Any arrears of rent due are deducted from the purchase which is paid?—Yes.

5503. And you find that working well on the estate?—Very well.

5504. I believe Sir Thomas B. Lennard's estate is better land than the Fermanagh property?—It is very good land.

5505. Have you had any cases in the Land Courts on these estates?—I have had one.

5506. During eleven years?—Yes.

5507. Before whom was that?—It was before Mr. Barron, in Monaghan.

5508. That was a claim under the Land Act?—Yes, a townpark.

5509. You were turning out the tenant?—The tenant died, and left his interest, whatever it was, to a brother, who lived at Ballyshannon, off the estate altogether. This man then sold the townpark without coming near me or any permission. Then I cautioned him not to do so. He sold to an auctioneer in Clones. There had been no fine paid for it. It had been on the death of the late agent, let without any fines of which I had ample proof.

5510. And there had been some improvements made on it?—I offered to compensate the tenant fairly for the improvements and to take up the townpark, and he would not do that, but sold to the auctioneer, and I brought a notice to quit.

5511. He had a land claim?—He had.

5512. I suppose he failed?—Yes.

5513. That is the only case you have had?—Yes.

5514. During how many years?—Eleven.

5515. In the management of all these properties?—Yes.

5516. Are there many evictions on the estate at all?—We never bring an eviction except for non-payment of rent.

5517. And have you many of these?—No. I think we have had eight or nine in that time.

5518. Where the tenants were absolutely removed from the land?—No, only two.

5519. I suppose they settled the others before the final eviction?—Yes, or let them back as caretakers whenever the six months for redemption expired, and during that time they generally sold the interest, paid the rent, and handed the balance back to the tenant.

5520. And did you do that in cases you evicted for non-payment of rent?—Yes.

5521. So, in fact, you evicted the tenant and put him in as the caretaker, and as if he had an interest in the land you sold and gave him the balance?—Yes.

5522. Did you ever distrain?—Never. These are all estates in which the landlord has a good interest.

5523. You said there were some small estates, Lord Rathdonnell's and others?—Yes, there is an estate in Monaghan and an estate in Fermanagh near Maguire's-bridge, and others between these.

5524. And your evidence in reference to distress and ejectments extends to the whole of them?—Yes.

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5524A. The only distinctions you make between Sir Victor Brooke's and the others is as to the point with regard to arbitration?—Yes.

5525. And you never had a land claim in the land courts of Fermanagh?—No, except evictions for non-payment.

5526. Are the tenants pretty well off on these properties?—They are very well off on the Colebrook and Clones estates.

5527. Do they complain the lands are too high?—Only in an isolated case they do.

5528. Do they think they are reasonable?—They have admitted they are reasonable.

5529. And they are reasonable?—Certainly.

5530. Have you known of any properties where the tenants purchased out-and-out under the Church Temporalities?—I have known a few cases.

5531. In what county?—In the neighbourhood of Clones.

5532. In the parish of Clones belonging to the glebe there?—Yes. I have known a few cases.

5533. Have they been successes or otherwise?—They have not been successes. They have been unable to pay the instalments and been obliged to sell to others.

5534. Have they sold to others?—They have.

5535. And have the others been substituted in their places?—They have.

5536. Are they well off?—The men who were able to pay were well off.

5537. And what became of the people who sold out? Did they emigrate?—They had other trades besides. One man has gone to the bad, and another is in the same position.

5538. But when they found they were not able to pay they were compelled to sell?—Yes.

5538A. And the men who paid are well off and are enjoying the land now?—Yes. Where they have all generally two or three, and it comes back into the hands of one man.

5539. And so turning to consolidation?—Yes.

5540. Do you think the system of peasant proprietary would be good for the country?—I think if it were compulsorily carried out it would be a frightful country to live in. At the same time I think it would be advantageous to give tenants greater facilities to purchase their holdings in the Landed Estates Court or elsewhere, provided the amount of the loan is not too large. I think if any man buys his holding he ought to have one-third of the purchase-money. When dealing I would give greater facilities in the transfer of land, and make it more simple and less expensive.

5541. Do you think it a reasonable thing to prevent a man making a will in regard to an estate?—No.

5542. At present there is a provision that without the assent of the Board of Works a man who borrows money can neither alienate, subdivide, or even sell the property; is that a reasonable thing—would you prevent him alienating the property when he sold the whole of it?—I would not.

5543. You are only referring to a man who purchases his holding. I am referring to what are called the Bright clauses of the Land Act.

5544. Then I take it you would be in favour of the creation of a peasant proprietary of this description provided it were the result of natural causes?—Provided it was not forced and the man was able to pay. I believe it would be a very good thing.

5545. And it would be useful to have such men scattered through the country?—Decidedly. The difficulty is to get the right men who can pay. There are some such cases in Fermanagh where men have purchased their own land, but in many cases the buyers had to take a mortgage on the lands and borrow the money.

5546. I take it you would not force a landlord to sell?—Certainly not.

5547. Were any applications made to you for a reduction of rent in consequence of the unfavourableness of the season?—There were no applications made except on Lord Rathdonnell's estate where there was

some serious flooding; but allowances were given on the other estates without application being made to me.

5548. To what extent?—It depended on the rent, and if a man was very much below the Government valuation and on easy terms he did not get it, but ordinarily they got 15 and 20 per cent. on the half year.

5549. Did you find much distress on these properties?—A few isolated cases were relieved privately.

5550. I take it that the people living on these properties you allude to live by agriculture?—They do.

5551. There are no manufactures?—None.

5552. No manufactories on the Colebrook estate?—None.

5553. Nor on the Clones estate?—None.

5554. They are all purely agricultural estates?—Yes.

5555. And whatever way the tenant has to live it must be by the land?—Yes.

5556. And they do live there comfortably?—Yes.

5557. And they are generally as a rule well affected to the State, and do not disagree with the landlords?—No, except a few in the islands of Lough Erne who are rather wild.

5558. CHAIRMAN.—Are there any estates in your neighbourhood where the full Ulster tenant-right exists?—Do you mean right of sale without permission.

5559. Yes, sale without any restriction?—No, I don't know any estate where there is the right of sale without any restriction. There are estates where sales are allowed—but the price of the tenant-right is restricted to so much per acre.

5560. Do you find that tenants in your district have been more inclined since the passing of the Land Act to do improvements?—I have not noticed any change.

5561. Are they in the habit of making improvements?—The better class of tenants are; they build houses and offices, and construct daains and fences when necessary, but as a rule with the small tenants the improvements are very slight.

5562. You say the landlords have ceased to improve?—Yes; they have ceased to supply timber, slates, and materials, as they did formerly.

5563. Is that because they would be merged in the tenants' improvements?—I presume so. They have ceased extending that assistance to their tenants, since the passing of the Land Act.

5564. Mr. SHAW.—Is there not a process of registering improvements?—Yes, but it is so complicated and troublesome that it has not been availed of. In some cases I have offered to make improvements for the tenants, charging them a per-centage, but they would rather make the improvements themselves than pay the per-centage.

5565. The per-centage you would have added to the rent?—Yes.

5566. Do you think that tenants would prefer to purchase their holdings, or to be under good landlords at a fair rent?—I think the small tenants would prefer to be under good landlords at a fair rent. I don't know who they would be able to apply to, in case of disputes or of any misfortune or distress, if they had not the landlord or his agent to have recourse to. On well managed estates there is generally a great deal of good feeling and acts of kindness between the landlord and tenant. On the Colebrook estates that is very much the case.

5567. What is the custom as to labourers on those estates, do they hold from the farmers or direct from the landlord?—They hold from the farmers.

5568. Does that work well as far as the labourer is concerned?—Yes, I think so. The farmers, I think as a rule, treat the labourers fairly, and pay them fairly; and latterly I notice that they have built better labourers' cottages; but if they let them any land they let it at a great deal higher rent than they pay for it themselves.

5569. A small quantity of land, I suppose?—A small quantity of land.

5570. Have they to ask permission to let the land

to labourers?—Not in the case of letting a cottage and small garden.

5571. Would they be allowed to let the labourer a larger amount of land in place of wages?—No.

5572. Is there any restriction as to the number of labourers on any farm?—No; no restriction.

5573. Would you allow a tenant-farmer to put up as many labourers' cottages as he pleased?—No, he must ask leave if he wishes to put up a fresh labourer's cottage. There has been no rule as to the number, but if he wishes to put up an extra building he must ask leave.

5574. Are the labourers in that part of the country satisfied with being under the farmers?—I think all the labouring class have been more or less agitated lately by the meetings and discussions in the press.

5575. Do you think the feeling of dissatisfaction is greater among the labouring class than among the farmers?—I do.

5576. Their tenure is very insecure?—Yes, it depends upon their behaviour.

5577. And being able to work?—Yes.

5578. Is there generally a rent paid by the labourers for their holdings, or are they allowed to occupy as part of their wages?—Generally as part of their wages.

5579. In that case the labourer's tenancy may be said to be at an end when he becomes unfit to labour?—I think since the Land Act the farmers have been more careful to let in conacre.

5580. Do you mean for a green crop or grain crop?—A green crop.

5581. What is the rate of labourers' wages in your district?—Ten or twelve shillings a week in summer; and eight or nine shillings in winter.

5582. And a cottage and garden?—No; when the cottage and garden are given it would be hardly so much.

5583. The O'CONOR DON.—Are leases the rule on the estates with which you are connected, or the contrary?—There are a good many leases existing, but I have never been asked for a lease on an agricultural holding since the passing of the Land Act. Leases were given previously, and some still exist.

5584. In cases where leases existed, and have dropped, do you recognise tenant-right?—There was no difference made as to tenant-right between a yearly tenancy and a leasehold; but at the expiration of the lease the rent was adjusted; but the tenant continued on. He did not go out; he continued at the new rate.

5585. You had no difficulty in determining what the rent should be?—None whatever.

5586. In cases where the landlord and tenant differed as to the rent, would you object to having it fixed by a tribunal independent of both?—I would prefer a Government valuation. I think it would be hard to get a tribunal that would act as fairly. I object entirely to county court judges as arbiters of rent. Of course they must act on the evidence before them, and the evidence is often not true. I think there should be a Government valuation to refer to in cases of dispute.

5587. Do you mean a general valuation?—I do.

5588. As a sort of basis to act upon?—Exactly.

5589. Do you generally alter rents upon a change of tenancy?—It entirely depends upon the rent. If the rent is a fair one, and in accordance with the rents on the rest of the estate, it is not altered. If the rent for any reason is low, it is altered, but not necessarily.

5590. With regard to the cases to which you have alluded, of purchasers under the Church Commissioners, you said that in some cases with which you are acquainted the purchasers have not turned out well?—Yes.

5591. How many of those purchasers had to sell out and give up their purchases?—In one case there were three; in another case there were, I think, originally six, but there are only two left now. There is another case near Newtownbutler.

5592. Are these the only cases you are acquainted

with?—Yes; the only cases that have come under my personal observation.

5593. What do you mean by saying that it would be a frightful country to live in if peasant proprietary were established?—Because if it were fairly established I suppose no landlord would be left in the country, and the people who took the place of the landlords would be persons who had been tenants themselves; and as I have invariably seen that when ever a man of that class gets into a position which gives him any power over other men, he oppresses them. I should be very sorry to live amongst them.

5594. You think it would be the substitution of one class of landlords for another, with this difference, that it would be a lower and more griping class?—Exactly.

5595. I suppose you think also that the result would be that some of the so-called peasant proprietors would afterwards purchase up the holdings of others, and ultimately sublet them, and then become landlords themselves?—Yes.

5596. Supposing they were prohibited from doing that, how could the state of things you apprehend arise?—You could never prohibit the peasant proprietors from selling their holdings. In fact, you would create a number of small proprietors, some of whom would not cultivate their land themselves, but would underlet it.

5597. I am assuming that the prohibition which exists at present, by which tenants who purchase under the Bright clauses of the Land Act are prevented from subletting. I am assuming that that prohibition was continued in any new Act to be passed on the subject?—Well, if the prohibition was continued after the land had been fully paid for, I do not think you would get men to buy on those terms. I think that when a man's land is his own, he ought to be allowed to do what he likes with it. I am quite sure people would not purchase, unless they had that idea.

5598. Mr. SHAW.—You think there would be some men possessed of a little capital, who would purchase up some of these small holdings from the peasant proprietors and let them again to tenants?—Yes.

5599. You think that no law could prevent them from doing that?—That is my opinion.

5600. Baron DOWSE.—That is what you think would be the result of the universal panacea that has been proposed, of a peasant proprietary?—Yes; I think the system of fair and valued rents would be much better. If there was a Government valuation made, the valuation might stand, I think, for a period of twenty-one or perhaps thirty-one years.

5601. That is, a valuation for purposes of rent?—Yes. I cannot see how it is to be better arranged than by a Government valuation being made, such valuation to stand for a fixed period of say twenty-one or thirty-one years, which would give the tenant a feeling of security. And I think it would be right and just to extend a defined Ulster custom all over Ireland, giving the landlord a right of selecting his tenant, or a right of pre-emption at the price offered, *bonâ fide*, by a solvent tenant, and reserving to the landlord, in districts where the Ulster custom has not previously been in force, a right to be paid out of the purchase-money the fair value of any improvements made by him and in existence at the time of the sale, or the right to put a per-centage on the amount of the value of the improvements in the shape of an increased rent when the custom is introduced on the estate.

5602. You see no reason why that should not extend to the whole of Ireland?—No, and I believe the landlord would find it advantageous as well as the tenant.

5603. Mr. KAVANAGH.—What do you call the "purchase-money"—you say you would reserve to the landlord a right to be compensated for his improvements out of the purchase-money?—The purchase-money of the tenant-right.

5604. Then, the purchase-money would not be realized until a sale or a disposition of the letting took place?—Certainly. While the tenant is in occupation of course the landlord derives no benefit from the im-

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provements, but if the farm is to be sold for the tenant's advantage, the landlord ought to get the value of what has been expended by him.

5605. He would not realize that until a change of tenancy took place?—He would not. I suggest, as an alternative, that if the custom was introduced on an estate, it would be fair for the landlord, as a *quid pro quo*, to get a per-centage on the value of the improvements.

5606. Baron DOWSE.—In the shape of an increased rent?—Yes.

5607. CHAIRMAN.—After that, the improvements would become the property of the tenant?—Yes; if there was a permanent increase of rent to the extent of the per-centage on the value.

5608. Mr. KAVANAGH.—We have had a great deal of evidence as to the custom on estates in this part of the country, and the evidence has gone to show that the habit is to raise rents, and so, practically, to eat into and destroy the tenant-right—do you know, according to your experience, whether that is the custom?—Well, certainly in the counties of Fermanagh and Monaghan, the portions of Ulster with which I am acquainted, such is not the custom at all. The rent is not raised, so far as my experience enables me to say, unless there is a fair and legitimate reason for doing it. I know that on the Colebrook estate that has been the custom. If I go to value a farm, and find that the tenant has cultivated it well and made improvements, I should be inclined to encourage that man by giving him his farm at a lower rent than his neighbours.

5609. Then that would not be a correct description of the circumstances of the case, generally speaking?—Certainly not, as far as my experience goes.

5610. Mr. SHAW.—It might happen on some estates?—It might.

5611. Baron DOWSE.—It does not on the estates that you represent?—No.

5612. Mr. KAVANAGH.—The evidence before us went to show that in consequence of this feeling of insecurity the tenants were prevented from making any improvements—one man said he would rather tie a cow to a tree, than build a shed for her, for that the landlord, if he built one, would, or might, increase his rent. That of course was an extreme case, but it shows the direction in which the evidence went?—I would not consider that a fair statement of the feeling of the tenant farmers of the country.

5613. Do you know of any cases of leases being forced upon tenants with clauses barring them from claims under the Land Act?—Not of my own knowledge. There have been no leases on the property I have been connected with, except in one or two isolated cases, since the passing of the Land Act.

5614. I think I heard you say that it was your habit to regard tenant-right as existing at the end of a lease the same as in the case of a yearly tenancy?—Yes—subject to the fair increase of rent according to the circumstance of the farm. There never has been any difference made. If a man wishes to sell his lease, he sells his interest in the same way that a yearly tenant would do.

5615. You admit the tenant-right after the lease expires?—Yes; it has been admitted before I became manager of the estates.

5616. And it is the custom?—It is the custom.

5617. An argument which has been urged by many witnesses is this, that they were forced to take leases, and that the tenant-right has been denied at the end of the lease, and consequently by taking a lease they lost everything?—That is not the case in our district. I remember hearing Lord Erne give evidence in a land case, soon after I first went to Fermanagh, in which he stated he never made any difference between lessees and yearly tenants.

5618. Another matter stated was, that at every change of tenancy the rent was raised—and that if a man died and his son succeeded him, that would be looked upon as a change of tenancy and a reason for raising the rent—has such been your experience?—I

have known cases of it. I know for instance a case in which a man died the other day at Clones—he left his farms to two sons—one farm had been let cheap, and there was a slight increase of rent made. It has generally been the feeling that as long as a man lives, especially if he is an old tenant, although the rent may be under the value, he is allowed to hold it at the same rent, but when an opportunity comes, either on the man's death, or upon a change of tenancy from any other cause, it is considered right that the landlord should have the value of the land. But to say that it is a rule to raise rents upon the occasion of a farm passing from father to son, is not correct—it is exceptional.

5619. Then your view is that even when you do raise the rent you do not raise it unfairly?—Certainly.

5620. Baron DOWSE.—It is only right to state that none of the witnesses to whom Mr. Kavanagh refers, alluded to the estates under your management?—I am very glad to hear that.

5621. You have no knowledge of estates in Antrim or Down?—No—not practically.

5622. You cannot speak for those counties?—No.

5623. All you say is, that those statements would not apply to your district?—They would not.

5624. Mr. SHAW.—I think you stated some period at which the full Ulster tenant-right was introduced upon the estate of Sir Victor Brooke?—Yes, some 40 years ago.

5625. How was it introduced?—By Sir Arthur Brooke. I found old papers in his handwriting in which he made out the form which I have stated to-day as that in which it still exists on the property.

5626. Ordinary tenant-right, I suppose, existed on the estate before?—I could not say.

5627. Does it exist on all the properties in Fermanagh?—I don't think it does. On some properties in Fermanagh there has been a custom of giving so many years purchase for the tenant-right. I don't think it applies to all the properties in the county.

5628. You do not know the circumstances under which it was introduced?—No.

5629. In your opinion tenant-right includes the goodwill as well as the improvements?—Well, we are not very strict as to that. When a tenant leaves a farm, the improvements are taken into account, but it is quite possible that the goodwill is taken into account also, and something added for it.

5630. How do you find out what the improvements are?—There is a record of the landlord's improvements kept, and if any improvements have been made by the tenant he points them out.

5631. How do you ascertain them if a man has been in occupation thirty or forty years?—We take the present value of the house and farm offices, and the condition of the land, and compare that with the rent he is paying.

5632. You have no record of what the condition of the farm was when he came?—No; merely the present value.

5633. Do you take into account what he paid for the place?—No.

5634. If a man paid a large sum of money for a farm, don't you take into account what he paid for it?—No; if he improved it he would get more. If he deteriorated it he would get less.

5635. Do you find the system of arbitration act well in determining the value of tenant-right?—Very well.

5636. Don't you think it would act well in fixing rent?—Well; the arbitrators of the tenant's improvements are generally tenant-farmers, and the landlord, I think, has something to say to the rent as well as the tenant. I think it would be very hard to find arbitrators who would arbitrate upon rent in a satisfactory manner.

5637. If there was an arbitration, each party having one arbitrator, with a Government umpire, would that, in your opinion, give satisfaction?—I think a Government valuation made by really competent men who could not be misled or bribed, would be more

satisfactory, and have more weight, and be more satisfactory than any arbitration even with a Government umpire. I would also give a right of appeal.

5638. An appeal to whom—to the County Court?—No; to the Judge of Assize.

5639. What are the average rents of land in the county Fermanagh?—It would hardly be fair to give you the average, because there is a lot of mountain land which, of course, is let at a very low rent. The highest general rent on the Colebrook estate is 27s. 6d. per Irish acre.

5640. Is that the highest rent?—Yes; I do not include townparks. I mean ordinary land.

5641. Can you mention any cases upon the other estates under your management in which rents have been advanced?—There have been several cases where an increase of £2 or £3 has been made to the rent of a farm on the occasion of a change of tenancy, or where a lease expires. On the falling-in of a lease, if a good deal of cut-away bog has been reclaimed during the term, that is generally valued at the expiration of the lease, thrown into the farm, and the value added to the rent.

5642. Do you put a similar acreage rent on that as on the other land?—No, because we allow for the tenants' improvements; £1 or £2 additional to the rent for a piece of reclaimed bog is a very common thing.

5643. The tenant has no voice in the matter, has he?—He has this voice in the matter: I say to him, "Here is the rent that I propose to put on you—what do you think of it?" The tenant tells me what he thinks of it, and after hearing what he has to say, I fix what I consider a fair sum. I had the other day to fix the rent of a farm occupied by two joint tenants. I saw them and asked them to tell me what they considered would be a fair rent. They told me what they considered they would be able to pay. I fixed the rent at their own valuation, and they were quite satisfied, and I was quite satisfied, for I thought they acted very fairly.

5644. CHAIRMAN.—Do you find that as a general rule if tenants are fairly dealt with they are disposed to act reasonably and fairly?—Yes, if you are determined, and only do what is just and fair.

5645. Mr. KAVANAGH.—What is your opinion of the present Government valuation as a basis for rent? I do not think it is generally considered to represent the fair letting value—there is generally in my district about fifteen per cent. difference between it and the value of the land; but in many cases the valuation is not even relatively accurate. In Fermanagh especially, I know some cases in which the rent is a great deal over the valuation. One cause of this is that the valuers who were employed to make the valuation used to put a value of a shilling an acre on rough waste land. Since that time a good deal of such land has been reclaimed, and the rent consequently is now a good deal higher than the valuation in such cases.

5646. Then I gather that your opinion is that Griffith's valuation is not a satisfactory guide to the rent?—No. In some cases it is, but not in all cases. The farms are not equally valued. I have heard farmers say that when the valuator came to value their land they showed him the bad fields, and did not show him the good ones.

5647. Baron DOWSE.—I understood you to say that your idea was to have a valuation made to serve as a basis for fixing rents, but not to rely upon it exclusively in determining the rent?—Certainly.

5648. I believe you never had any case on the Colebrook estate under the Land Act?—There was one case, before Mr. Blake, in Fermanagh. It was before I was agent. It was a case in which the tenant got into difficulties, and his creditors seized and sold his farm. I think the case is reported in Mr. Donnell's book on the Land Act. That was the only case I know of on any of the estates of which I have the management.

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The Rev. Charles Quin, P.P., Lower Killeavy, Camlough, Co. Armagh; Michael Barry, P.L.G., The Cross, Camlough; Patrick O'Callaghan, Lisrevagh, Camlough; and The Rev. Patrick M'Geany, c.c., Armagh, attended as a deputation from the "Camlough Tenant-right Association."

Rev. CHARLES QUIN was first examined.

5649. The O'CONNOR DON.—You are President of the Camlough Tenant-right Association?—I am.

5650. You also farm some land in your own occupation?—Yes.

5651. How many acres?—About seventeen acres at Camlough. I also occupy some in the cos. Tyrone and Derry.

5652. How many acres in Tyrone?—About 200 acres of mountain land on the borders of Tyrone and Derry.

5653. Have you any complaint to make with regard to the conduct of your landlords in connexion with the rent?—I have.

5654. I suppose tenant-right exists in the district?—Yes. My evidence will refer generally to the mountainous land, and with regard to land that has been reclaimed in the counties of Armagh and Tyrone. Tenant-right exists in these districts generally—universally, I may say.

5655. Does that tenant-right comprise free sale?—The Ulster custom has not been well defined as yet. I have not seen, so far as I have read in the newspapers, any definition, and from knowing something about the question, for in 1870 I wrote upon the question myself, before the passing of the Land Act, and was one of the first that drew attention to the fact that there was no uniform defined custom in Ulster—that there were so many variations upon different estates, that they amounted in point of fact to different customs.

5656. Your evidence is that before the Land Act there were different customs and usages on different

estates in Ulster?—Yes. During the last forty years there were inroads made upon tenant-right upon some estates. Some landlords were good, and made no inroads upon the rights of their tenants; others were moderate, and made little inroads; but the bad landlords as a general rule confiscated either in the whole or in part the rights of the tenants, especially in mountain lands. The Ulster custom in its integrity has not been defined in the Land Act, and I have never seen a definition of it yet.

5657. How would you define it?—It is the right from time immemorial of Ulster tenants to their farms and improvements thereon, subject to the proprietary rights of the landlords.

5658. What do you consider the proprietary rights of the landlords?—Their first right is the fee-simple rental of the estate, but besides the fee-simple rental of the estate they have many other rights, such as quarries, mines, and minerals, &c. In a definition, of course, you cannot introduce the word which is to be defined; the Ulster custom is a thing distinct from all other things, and if you could arrive at a definition that will distinguish that thing from all other things in the world, you would then have a logical definition of it. That is what I have endeavoured to give. I find from this definition of the Ulster custom—namely, "the right, from time immemorial, of Ulster tenants to their farms and improvements thereon, subject to the proprietary rights of the landlords," that there are two concurrent rights recognised by the Ulster custom. That idea—two concurrent rights—is always recognised in, and is the foundation of the Ulster custom. There is on the one hand, the

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right of the tenant to the occupation of the farm and to the improvements effected thereon. I do not call that at all a proprietary right, because it is not. It is his right to the occupation of his farm, and to the improvements thereon—a right that he could dispose of or sell at any time by free sale, still subject to the proprietary rights, whatever they may be. Even though he had made no improvements whatever, he still had a right to the occupation, that is, to the goodwill of the farm. That is the usage prevailing over all Ulster. I have been now living in Ulster forty-six years, and that right is universal over the province. They have the right to the goodwill, abstracted altogether from the improvements. They also have a right to the improvements on the farm, where there are improvements; but they are a variable quantity. The right to the farm, or the goodwill of the farm, is, I may say, a constant quantity; the improvements are variable. If there were no improvements, of course the value of the farm would not be so great; but if there have been improvements effected, of course they advance the price of the farm.

5659. CHAIRMAN.—The improvements being made by the tenant?—Of course. Now I come to the second part of the definition—the tenant-right is subject to the proprietary rights of the landlord; that is always certain; there is no question of that at all. Thus I say there are two concurrent rights in Ulster, and, if one right never invaded the other, I think upon some estates the tenant-right would be of greater value than the fee. Upon other estates it may be the proprietary rights would be of greater value; but, I think, taking all in all, there is a nearly equal partnership as regards value between the tenant and the landlord.

5660. Have you found that rents have been increased upon changes of tenancy?—Almost invariably, and increased on the tenant's improvements.

5661. For how many years has that system been in operation?—It has been in operation for the last forty years.

5662. Have you remarked any alteration since the passing of the Land Act with regard to it?—Yes. As a general rule the good landlords since the passing of the Act have invaded the rights of the tenant very much.

5663. Do you mean the bad landlords?—No, the good landlords. The good landlords have invaded the rights of the tenants both in Armagh and Tyrone. I may as an instance mention the Earl of Castle Stuart, who has property near Cookstown. I formerly alluded to him as one of the best landlords in the country. I now consider him to be one of the very worst. I would mention also Sir John Stewart, in the county Tyrone; Mr. Henry, of Castledawson, whose property is in the parish of Kildress, county Tyrone; Mr. R. Bond MacGeough, of Armagh; Mr. J. Quinn, of Newry, and Mr. J. G. Richardson, of Bessbrook. I might name others.

5664. What has been done on the estates of those landlords?—On the Earl of Castle Stuart's estate near Cookstown the rental has been raised exorbitantly last year, confiscating the rights of the tenants, including all the improvements effected by their skill, labour, and money.

5665. Was that upon the falling in of old leases?—No, a general valuation and increase of rent was made upon the estate.

5666. You say that was done last year?—Yes; the old Earls of Castle Stuart were about the best landlords in Ireland, but I regret to say the present nobleman, who is a man not of so strong mind as the old earl, and who probably is very much under the control of agents, has raised the rents of mountain plots 500 per cent., and he has made that enormous increase entirely upon the improvements effected by the tenants.

5667. Baron Dowse.—Five hundred per cent. increase?—Yes, 500 per cent. on some, 300 on others, and 200 on others. I will give you cases of it, and there have been cases many times worse than those I shall bring before you. His estate is eleven

miles long by about four miles wide. He has, in fact, two estates; he has the old family estate of Castle Stuart, and he is connected by marriage with the family of the Bradys. He married the late Major Brady's daughter, by whom he has succeeded to the Manorhamilton estates. On both estates the rents last year were raised. Twice the rents have been raised, within the last forty years, on Brady's estate, solely on the improvements effected by the tenants, for they never expended one sixpence either upon building, fencing, draining, or any other improvement whatever. I have the particulars of two cases here which I will state, and I may mention they are not picked or selected cases; they are fairly representative cases of the dealings of his lordship with his tenantry. I may first mention that Mr. Richardson's sub-agent, Mr. Davis, travelled the greater part of Ireland recently, for the purpose of gaining information on the land question. He happened to be in my neighbourhood when I was on a visit with some friends, and he requested me to accompany him from Cookstown on the Earl of Castle Stuart's estate. I may observe that the tenants on the high mountain lands are almost exclusively Catholics, while those on the low lands are almost entirely Protestants, from Cookstown towards the Derry side, of the estate. Mr. Davis requested me to accompany him to a certain house, and I went with him. There were four of us, Mr. Davis, Mr. James Mullen, the hotel keeper, myself, and a fourth party. Mr. Davis wished to ascertain the rents the Earl of Castle Stuart put on his tenants, and we visited several tenants, both Catholic and Protestant, for the purpose of procuring the information. The first man we visited was Michael Quinn, a namesake of my own, and Mr. Davis put a number of questions to him. One of the questions was, was there a valuation last year. He replied yes, naming the valuator, a Mr. Wilson, I think. It was a wild mountain district which, thirty years ago, was let at a shilling an acre. Since the day God created that land until to-day, had the tenant not laboured on it, reclaimed and improved it, it would not have been worth more than a shilling per acre, and probably until the day of judgment, had the tenant not improved it. The latent power of the land would have lain dormant. There were thirty acres in this man's holding; the rental was originally 30s. a year, the full value of the land as it stood originally. Thirty years ago the tenant built a small cabin, a miserable dwelling, and, immediately after the building of the cabin, the rent was raised from 1s. to 1s. 10d. per acre. The man went on, he laboured at the land, and reclaimed it; his rent has been raised again last year to £6 14s. 5d. It is right to say that last year, in consequence of the bad times and the tenant being unable to pay this rent, an abatement of £4 2s. 9d. was made.

5668. They allowed the tenant the increase of rent as an abatement for the year?—Yes. I produce the last year's receipt in confirmation of my statement.

5669. Baron Dowse.—This receipt is dated 28th February, 1879, and it says:—"Received from Michael Quinn, £6 14s. 5d., being one year's rent due to the Right Hon. the Earl of Castle Stuart, due 1st November, 1878," and it appears there was an abatement allowed of £4 2s. 9d.?—Yes.

5670. The present rent would be a little over 4s. an acre?—Yes.

5671. That is an addition of 300 per cent. to the original rent?—Yes, and you will see by the receipt that there is bog rent charged besides, amounting to 15s. a year, and ten acres of bog taken off and charged one pound per acre to others.—So much for that case. There was a house and farm adjoining on the very march, and Mr. Davis next turned his attention to that—he inquired was there a similar increase on that farm—he was told not, there was no increase on that farm whatever, not a farthing. It was still let at the old rental—and why? Because there were no improvements made, and therefore there was no increase of rent. Those were the questions put in the presence of Mr. Davis.

5672. CHAIRMAN.—Was the second holding still mountain waste?—It was still mountain waste. It has been unreclaimed—and so would the other were it not for the skill and industry of the tenant. The next case I wish to draw your attention to is a leasehold farm on the same estate—the lease of which expired in 1870.

5673. Before or after the passing of the Land Act?—Before; the Bill was in committee at the time.

5674. The O'CONOR DON.—State the circumstances?—A man named Edward Monahan, was lessee for life of 150 acres of this mountain land—as Mr. Davis said it would not be worth more than sixpence an acre for grouse shooting in Scotland. He had four sons, Edward, Patrick, John, and Peter. He subdivided his farm among them. The original rent was about a shilling an acre, £8 8s. a year, but at the expiration of the lease in 1870, it was raised by Mr. Lytle, the agent, who was a solicitor in Stewartstown, to £39 6s., namely, Edward Monahan's portion, £10 8s.; Patrick's, £9; John's, £9 10s.; and Peter's, £10 8s.—total, £39 6s. I have reason to believe that upon this case being represented to the present Earl of Castle Stuart, the rent was reduced to £33 10s. 6d., independent of the bog rent.

5675. How long had the previous lease been in existence?—I think about sixty years. The houses on that land were built by this man's sons—it was a poor mountain farm, heathy, stony, whinny land—the adjoining farm was set at 1s. 6d., per acre, and so poor was the land that the tenant was unable to pay it. I know myself the labour Edward Monahan, had in reclaiming that land, it was full of stones and boulders, which he had to dig out—I know myself that he lost three sons through the reclamation of that farm.

5676. By hard work?—By hard work. Mr. Davis, met this man accidentally on the road, and inquired these facts of him. There are hundreds of other cases upon the same estate, much more grievous than what I have detailed to you. I met the man myself—he was all in rags and tatters, his family miserably clad. They were pretty well off as long as they had the farm for eight guineas a year, but when it was raised to £39, they lost all confidence in reclaiming the land or improving it any further, they gave up the idea, got into poverty and debt, and are in poverty and debt at the present time.

5677. CHAIRMAN.—Irrespective of the fact that the improvements were made by the tenant, would you consider the rent too high?—Quite too high. But the advance of rent was entirely on the tenant's improvements.

5678. Assuming the landlord had made the improvements himself, is the land worth the rent?—Not at all—it is more than 50 per cent. too high.

5679. Then, not only is it a rent put on the tenant's improvements, but it is too high a rent even in proportion to the present value of the land?—Certainly. Mountain land cannot bear a rent the same as low land.

5680. Do you consider that the landlord would never be entitled to get any rent for that land, except the value of it in its original condition?—I would not go that far. I think that where there is a capacity for improvement in land, the landlord should be allowed a certain amount for that capacity, and the latent power in the land, of being improved. But that power was latent since the time the land was created, and it would have remained undeveloped till the day of judgment, only for the tenants.

5681. In readjusting the rent you think the latent power of the land, and its capacity for improvement, should be taken into consideration?—I think it should fairly. I am not at all against the proprietary rights of the landlord. I think there should be fair dealing on both sides, for I think there are fair rights on both sides, and the landlord's rights should be taken into consideration.

5682. You think they have been taken too much into consideration in this case?—I think so. They

have, in fact, absorbed the whole value of the land, and left nothing for the tenants.

5683. Are there any other cases you wish to bring under our notice?—I have a great number of other cases, but to go through the whole of them would take too much time. I may mention that this estate was revalued last year, and every person had to sign a receipt, which gave him notice of the intended increase of rent.

5684. The tenants had to take a receipt which informed them there would be an increase?—They had to sign a receipt which gave notice of the intended increase.

5685. Have the rents on the low lands been increased as well as the high?—The low lands have been increased, but not in the same proportion, because, while the low lands have been raised 2s. or 3s. an acre, the mountain lands have been raised from 200 to 500 percent.

5686. The cases which you have mentioned you give as types of a class of cases of which there are a great many?—Yes. Upon that estate, including the estates of the old Earls and Major Brady's there were eighty ejectment processes in the court, to frighten the poor people into paying this enormous increase of rent.

5687. The O'CONOR DON.—Ejectments for non-payment of rent?—Yes.

5688. Were those ejectments proceeded with?—They were, and the people were put out, but they were reinstated as caretakers.

5689. They are now in the position of caretakers?—They are.

5690. CHAIRMAN.—Who is the agent of the property?—Mr. Tener on the Manorhamilton estate and B. Stewart on the family estate.

5691. The O'CONOR DON.—Have you any cases to state with regard to the other estates which you mentioned?—Yes. I will take the estate of Sir John Stewart. In my own time, within the last thirty years, the rents on that estate have been raised entirely on the improvements made by the tenants.

5692. Is this mountain land also?—All mountain land, pure and simple. The mountain land was let originally at a shilling an acre, and would never have been worth more than a shilling an acre if it were not reclaimed. The land immediately adjoining it is not worth more than 1s. 6d. per acre at the present time. He has raised the rental on those townlands £1,800.

5693. What was the previous rent?—That was the increase of rent.

5694. What was the original rent upon which that was an increase?—I cannot tell you, but I will get information upon that point.

5695. When was that?—In the year 1852, or thereabouts.

5696. Was there any increase in the rent lately?—There was a demand made for a second increase eight or nine years ago, but the people resisted it, and it was abandoned. Still it hangs over them. I may observe that not one sixpence was expended by Sir John Stewart on the property in any way. He sent his valuator and raised the rents to the extent of £1,800 a-year, entirely on the improvements effected by the tenants. That £1,800 a year, if capitalized at 4 per cent. interest, would amount to something like £45,000 which has been transferred from the pockets of the tenants into the pocket of Sir J. Stewart. He wanted to pocket a second £45,000 of the tenants' property, but it was resisted.

5697. Have the tenants been paying the increased rent ever since?—They have; and they have become very poor. You will find that money had to be sent from some of the charitable boards this spring to relieve those people and their families.

5698. Were they at any time comfortably off?—They were. It is questionable whether the tenantry upon any mountain land in Ireland were more comfortably off than those people were before the rents were raised.

5699. Baron DOWSE.—Where does the land lie?—It lies from Termon station northward towards Derry, and all along there.

5700. I think you said Lord Castle Stuart was a

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good landlord?—Formerly he was. I would not call him a good landlord now; he is now one of the worst.

5701. CHAIRMAN.—Have you any other cases?—Yes; on an estate in Tyrone—Mr. Henry's. I was bred and born on that estate, and within my own memory the rent has been raised twice.

5702. At what intervals?—The first rise was about the year 1849, I think. The second was five or six years ago.

5703. Since the Land Act?—Since the Land Act.

5704. Was the increase considerable?—It was very large; from 200 to 500 per cent.

5705. Was that mountain land?—Yes. Mr. Henry purchased the estate from Captain Walshe, and after he got it he altered the boundaries of a number of the farms, made straight marches, got a valuation made, and raised the rental from 200 to 500 per cent. The people had been allowed to go on for a certain time reclaiming the land, but the landlord's son entered the army, and not being overcautious or careful, he got into debt, the estate was put into Chancery, and there was another valuation made, and a second increase of rent. The tenants had been very comfortable prior to that increase, and some of them had money in bank; but now they are all in poverty and debt, and many of them had to borrow money last year to pay their rents.

5706. Who has the estate now?—Captain Henry's son, Mr. Henry. He lives in London. The people upon the estate are very poor. There are only two or three of them that did not avail themselves of the distribution of seed last season.

5707. Are the tenants upon that estate allowed to sell their interests?—They are.

5708. Would they get anything for their interests?—They would have got something some time ago, before the valuation was made, on account of the reclaimed land, and the prospect of reclaiming other land. In those mountain farms there is always on the march, adjoining the reclaimed land, a quantity of land unreclaimed, but which might by industry and labour be brought under cultivation; and what is done is—a certain sum per acre is given for the reclaimed land, with a bulk sum added for the land that is unreclaimed. Tenant-right used to go pretty high formerly. I think from £10 to £20 per acre for the reclaimed land, with a lump sum for the unreclaimed, but now they could not get a purchaser for it at all, almost at any price. The tenant-right interest is gone down so far, that it is a question if they would get £5, or even £3 an acre for it at the present time.

5709. Is that in consequence of the increased rent?—Not entirely on account of the rent, but principally so, partly in consequence of the bad times, and the American competition; because on those mountain farms they have a sort of grazing land fit for grazing coarse young stock. That has been greatly interfered with by the American competition, and so the tenants are impoverished in every way, and you would get very little for the tenant-right of those farms now.

5710. Was there much tenant-right given for those mountain farms formerly?—Yes; the highest tenant-right probably—in proportion to the rental—of any part of Ulster. I should, perhaps, tell you upon all those mountain farms there are two qualities of land—reclaimed and unreclaimed land—and if a tenant was selling a farm he sold both. The purchaser took, of course, both into consideration. For the reclaimed land he would give from £10 to £20 per acre, according to the circumstances of the farm, and a lump sum for the unreclaimed, taking his chances of being able to reclaim some of it, and bring it into cultivation. But on account of the increased rents—particularly when such an increase was made as to £1,800 upon eighteen townlands—200 to 500 per cent. on the rents—the result is that the proprietary right has absorbed and swallowed up the tenant-right, and there are scarcely two concurrent rights now in that land at all.

5710A. The landlord, you say, has absorbed the whole

thing himself, by the process of raising the rent?—Practically so. Of course if the tenants go on, and expend money on their farms in reclaiming more of the unreclaimed land, and bringing it into cultivation, a new tenant-right would be created in some years again; but if the present law is continued, and the landlord allowed to raise the rents at his option, he can possess himself of that also in twenty or thirty years, or whenever he pleases.

5711. The O'CONOR DON.—You stated in the notes which you sent in to the Secretary that upon some estates this revision of rents takes place every ten or twelve years?—Yes; that varies considerably. Some landlords allow the rents to remain twenty, thirty, forty, or even sixty years; others will raise their rents every ten years.

5712. Can you mention any estate on which it has been done every ten years?—I cannot; but it has been done once and threatened a second time upon the estate of Sir John Stewart within the last thirty years.

5713. Baron DOWSE.—Was the present Sir John Stewart the landlord of that estate in 1852?—I think he was. I think he came of age in 1852.

5714. Are there any other cases which you would wish to bring before the Commissioners?—Yes; the next case is in the county Armagh. I must, however, give fair play to the landlord in this case, who has certainly done a great deal for the country, gives a large amount of employment, and is one of the best landlords, on the whole, that are to be found in Ireland.

5715. Who is he?—Mr. J. G. Richardson, of Bessbrook. In that village there is not a single policeman, nor a single public-house, though there is 5,000 of population. When I speak of Mr. Richardson I speak with great respect for the benefits he has conferred upon the district, and I desire that to be noted.

5716. Have you any complaint to make in reference to his management of his tenants?—I have, certainly. I complain not only of the office rules on his estate, but of an attempt to raise the rental during the last two years. He threatened by letter to raise it 25 per cent. upon the whole estate, stating that it would still be 20 per cent. under the letting value.

5717. Was his land let so much under Griffith's valuation as he states?—It was not. Griffith's valuation, if I understand it aright, means two things. There is a tenement valuation, and a valuation of the land without the buildings. There is, if I do not mistake, a column first giving the acreage of a holding; then a second column giving the valuation of the land alone; a third column giving the valuation of the buildings; and the two are added together in the fourth column. The rents on Mr. Richardson's property are above the valuation of the land alone, but not if the two are taken together.

5718. Baron DOWSE.—Would the people on the estate like to have more public-houses, and less rent?—No; they like to have no public-houses, and less rent. As to that, I have a letter here which was addressed by Mr. Richardson to his tenantry, on the occasion of giving them an abatement of rent—excusing himself for making so small an abatement as 10 per cent.

5719. When was that letter written?—About this time twelve months.

“You will observe,” he says, “that my rents are twenty per cent. below Griffith's Poor Law valuation; while the valuation is, according to Griffith's own statement, twenty-five per cent. below the ordinary letting value. I was advised, at the time I purchased the estate, that I could fairly raise the rental twenty-five per cent., and it was my intention to have had the estate revalued, without which I have not a reasonable return for my outlay, but the poor harvests of the past few years have induced me to delay doing so.” The tenants considered that that letter amounted to a threat on the part of Mr. Richardson, that he would raise the rents whenever he had a favourable opportunity for doing so, and, under that apprehension, they came to me as a deputation—hence the origin of our

association, which has for its object to defend and preserve the rights legalized for the tenant by Mr. Gladstone's Act of Parliament.

5720. Mr. SHAW.—Did you urge this upon the tenant-right member for your county, Mr. Richardson?—He was not the member then; but this letter was placarded in every part of the county.

5721. It didn't do him much damage?—Well, I must say he altered the office rules, and a number of other things which were objected to; and, with regard to the raising of the rent, he saw it could not be carried out, and the tenantry and he are now on better terms.

5722. The O'CONOR DON.—Has he actually raised the rents in any case?—There has been no general raising of rent; but on the occasion of sales and change of tenancy he always raises the rental.

5723. He has not raised the rental generally over the estate?—No, not since he became the proprietor. I think Mr. Richardson is a fair man. He is now prepared to leave the rental to a fair valuation, and to live and let live.

5724. Baron DOWSE.—He was looking on it in too mercantile a point of view, you think, originally?—Yes. I have taken some trouble in calculating the valuation of the houses and buildings on the twelve townlands, and I find, excluding the village of Bessbrook, which was built by Mr. Richardson, the valuation of the houses and buildings alone amounts to £985 12s. a year.

5725. Built by the tenants?—Built by the tenants. The former proprietor, Lord Charlemont, never expended one farthing on the building of houses or offices on the estate. The tenants built good substantial slated houses. Lord Charlemont didn't expend anything either on buildings, fences, hedges, nor anything, so that what Mr. Richardson's claim amounted to this, that this £985 12s. a year, which represented the tenants' improvements on houses, should be the basis of an additional rent, which, if he had carried out would be putting £985 12s. a year of his tenants' property into his pocket, or capitalizing it at four per cent., it would be equivalent to transferring nearly £25,000 from the pockets of the tenants into his own.

5726. CHAIRMAN.—When did Mr. Richardson purchase the property?—In 1865.

5727. Do you know how much he paid for it?—£93,000.

5728. What is the amount of the rental?—I think about £4,000 a year. That is what he alludes to in his letter when he says he is not getting a reasonable return for his outlay. Of course, if you go into court and make up your mind to give a high price with the view of afterwards recouping yourself by raising the rents, and thus securing a return for your outlay by infringing on the rights of your tenants, you will be able to outbid respectable decent purchasers who would not do so.

5729. But Mr. Richardson has not done so?—No, sir, he has not; and I hope and trust he never will.

5730. Baron DOWSE.—You think it would be better not to give him the power?—Far better. You will understand that I am not making any charge against Mr. Richardson, quite the reverse. He has done much for the locality, gives a great deal of employment, and built a fine place; but I would wish to define the rights of landlord and tenant in such a way that one could not interfere with the other.

5731. The O'CONOR DON.—Has he office rules?—He has. One of them is that there is an increase of rent on the occasion of a sale, and another is that the purchase-money of a holding must be paid through the office, also that sales must be limited to adjoining tenants.

5732. Has he restricted sales to the adjoining tenants?—He has; no person can purchase save and except the adjoining tenants.

5733. Did tenant-right prevail on that estate before the Land Act?—It did; on the Earl of Charlemont's

property tenant-right prevailed in its purity—no land jobbers there.

5734. Then formerly tenant-right prevailed on the estate to its fullest extent?—Yes.

5735. He has now restricted it by office rules?—Yes, limiting the sale to adjoining tenants.

5736. Is there any limitation on the sum paid?—There has been to £15 an acre, but since Mr. Richardson became a member of Parliament I think that has been withdrawn. I purchased my holding six years ago from my predecessor, the former parish priest; at that time the agent was Mr. J. B. Doyle—there are two Mr. Doyles—father and son, and there is as much difference between the two men as between night and day. The father, Mr. J. B. Doyle, J.P., is a good agent; his son, Mr. J. J. Doyle, is not a good agent at all. I think, if Mr. Richardson was properly instructed by his agent, and not mis-instructed, would be a first-class landlord. I am not here to say anything to the contrary.

5737. Baron DOWSE.—Who is to instruct him?—Mr. Doyle, J.P., told me he had a written agreement from Mr. Richardson to manage the estate as he wished. I purchased seventeen acres. There were thirty-three acres in the whole farm, but I only purchased half, the other half was purchased by a tenant adjoining me. I gave £20 an acre for the tenant-right; the rent was ten shillings an acre, but it is rocky land, there are four or five acres of rock in it. The other portion of the farm was sold at £16 5s. per acre. I have the agreement here under which we made the purchase. [Witness read the agreement, which recited a consent on the part of Mr. Richardson to the sale of the interest of the Rev. Michael M'Kevitt (the former tenant), one moiety to the Rev. Charles Quin, at the rate of £20 per statute acre, and the other moiety to Neill M'Shane, at the sum of £16 5s. per acre, being an adjoining tenant.]

5738. What office rules do you complain of?—We complain of the rule under which the rent is increased on the occasion of a sale, which increase always interferes with the rights of the outgoing tenant, and is no advantage whatever to the incoming tenant, but on the contrary a disadvantage.

5739. Are there rules against sub division?—Yes; except with the consent of the office. In some cases it is allowed, in others it is refused.

5740. Is there any other matter which you wish to bring forward?—I am not a lawyer, but in my humble judgment I look on these office rules as simply illegal, because the customs that prevailed from time immemorial on Lord Charlemont's estate, as I understand the Land Act, are the customs that are legalized by the Act, and are the law of the land, therefore those office rules, in so far as they are inconsistent with those customs, are illegal.

5741. But the tenants, as I understand your evidence, have no alternative but to submit?—Yes; they must either submit to the rules of the office, or go out and take a lump sum of money which, to most of them would be a very inadequate compensation.

5742. The O'CONOR DON.—Your complaint is that the office rules are an innovation upon the former custom of the estate?—Yes.

5743. And that they interfere with the price paid for tenant-right?—Certainly.

5744. Has the value of tenant-right, on estates where those office rules have been introduced, diminished since 1870?—Of course it has. Even if the office rules were not in existence at all, the value of tenant-right would be diminished in consequence of the bad times.

5745. But, as a fact, you say the office rules have also diminished it?—Yes.

5746. Baron DOWSE.—And that, you believe, is the intention with which the rules are framed, namely, to increase the landlord's interest?—Yes; and to diminish the interest of the tenant.

5747. The O'CONOR DON.—What other cases do you wish to mention?—There is the case of Mr.

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John Quinn, of Newry. His father, Edward Quinn, bought a property in 1852 in the Incumbered Estates Court. He has another townland that was bought in the Incumbered Estates Court. He has two townlands under lease—Armacane and Lisslea.

5748. Are those lands under lease at present?—Yes; those two townlands; but not the third.

5749. Whenever a sale takes place there is an increase?—Yes, upon the yearly tenancies.

5750. CHAIRMAN.—Has that been the case long?—Yes; ever since he purchased it.

5751. Was it the custom before the Land Act?—Yes.

5752. There has been no alteration since 1870?—No; but it was an infringement of the Ulster custom.

5753. Are rents high or low upon his estate?—The rents are high—what I would call rack-rents.

5754. I assume the increase of rents were not put on the leased lands?—No; of course not while the leases were in existence; but on the leases falling in he raised the rents; and upon the yearly tenancies there was an increase on every change of tenancy.

5755. In the cases where the increased rents were put on, were the previous rents high or low?—They were high. Some of them were rack-rents, and the tenants are unable to pay them.

5756. What is the usual price of tenant-right on that estate?—It was very variable. It has gone sometimes as high as £25 per acre, and sometimes down to £12 per acre. For the last few years it has gone down very much. There is also the case of Mr. Robert Bond M'Geough. The more you know about him, and his dealings with his tenantry, the better; for it is Mr. Robert Bond M'Geough and the like of him that have brought the country to the state in which it is. I have got a number of facts illustrating this gentleman's mode of dealing with his tenants, and can give you an outline of them. He is within a stone's-throw of my parish. On every change of tenancy there is an increase of rent, whether on the occasion of a sale or on the death of a tenant—even if a wife succeeds her husband, or if a son succeeds his father—in every case there is something added to the rent.

5757. Was that a new system, or did it exist formerly?—It was a new system. It never was done upon that estate till Mr. Bond M'Geough got it.

5758. Baron Dowse.—Whom did he get it from?—He succeeded his father, Mr. Walter Bond M'Geough.

5759. CHAIRMAN.—Are the rents high on that estate?—They are high, considering that it is mountain land, but he has raised the rents 300 per cent. on the improvements done by the tenants.

5760. Do you know what the value of tenant-right is on the estate?—He tries to limit it to £5 an acre. Of course they have resisted that, and, to a certain extent, successfully. In many cases they have got in good times as much as £20 per acre—that is, on the reclaimed land, not on the mountain land, because there is boggy and whinny land on almost every farm on the estate. I have a list here of ten or twelve families whom he evicted. [*The witness read the list.*]

5761. When did those evictions take place?—Nineteen years ago.

5762. Long prior to the Land Act?—Yes. There was a widow named Mrs. Catherine Hunt—her rent was increased from £19 to £23 19s. After the increase she wished to sell her farm, and a respectable, solvent tenant offered to purchase it at £13 per acre, but Mr. Robert Bond M'Geough refused to accept the tenant unless he agreed to pay £27 rent. The tenant declined to purchase at the increased rent, and the result was that the widow could not sell, and was obliged to retain the farm until she became embarrassed, and she was evicted by Mr. Robert Bond M'Geough in June, 1880, and got no compensation whatever.

5763. Do you know that case of your own knowledge?—I do. She was evicted this very year.

5764. Baron Dowse.—Did she make a land claim?—Yes, but she got nothing.

5765. Was it for non-payment of rent she was evicted?—Yes; the cause was that Mr. Bond would not allow her to sell and she became embarrassed and could not pay the rent.

5766. He would not allow her to sell without increasing the rent?—Yes.

5767. She was obliged to hold on, as the purchaser did not wish to take the farm burdened with the increased rent?—Yes.

5768. The result was she got embarrassed, and was evicted for non-payment of rent?—Yes. She is put out of the farm now, and has lost everything. What I wish to point out is, that the increase of rent which Mr. Bond M'Geough insisted upon was an increase made upon the tenant's improvements, and not upon the intrinsic value of the land as such.

5769. The O'CONNOR DON.—Are you in favour of the Bright clauses of the Land Act?—I am. I think the principle is a sound one. I am in favour of a peasant proprietary. At the same time I wish it to be understood that I do not wish to interfere with the just rights of landlords.

5770. Have you had any experience of the working of purchases by tenants of their holdings. I have. In my own parish several have purchased under the Church Act.

5771. Are those who purchased getting on well?—Yes. I hold that it is a sound principle—that of enabling an occupier to become the proprietor of his holding—good for the occupier, good for the landlord, supposing he gets a fair price, and good for the country.

5772. You believe that if landlords get a fair price the best thing for the country would be that the occupier should be the owner?—Yes; I think it is a sound principle—good for the occupier, for it stimulates and encourages them to improve and make the most of the land—good for the country, for it increases production; and good for the landlords, especially such of them as are embarrassed with mortgages and so forth.

5773. Do you think the tenants, as a rule, would be able to contribute a fair portion of the purchase-money?—I think the great majority could.

5774. Could they contribute one-fourth?—I think one-fourth would be too high. The Church Act required them to contribute one-fourth, but that was too much, and drove a great number into borrowing from money-lenders and loan funds at 10 per cent., and other extravagant rates of interest. I think it is not desirable to oblige the tenants to resort to such means of obtaining money. My opinion is that a good many of them could give one-third, others one-fourth, or one-sixth, &c., &c.; and I think Government should assist them, by advancing the remainder, on the security of the land. I am completely in harmony with John Bright as to the peasant proprietary. I think it would do no harm to the landlords, and would be good for the tenants, good for the State, and good for society. If tenants became proprietors of their holdings, they will have an interest in improving them; they will expend their labour and their money—firstly in improving the land, secondly in improving their houses, and thirdly, if they realize money, they will invest it either in the improvement of their land or in the banks, and not expend it in idleness in London, or on the continent, as many landlords do, away from Ireland, and draining the resources of the country.

5775. Baron Dowse.—Have you any suggestion to make as to improving the principle of the Bright clauses, or any improvement in the details of their operation?—I think an experiment might well be made upon a large scale in Ulster—I am not speaking for the rest of Ireland—of lending tenants a larger amount of the purchase-money, to enable them to buy their holdings. The Government would have ample security, for they would have the security both of the tenant right and the proprietary-right on the farm, so that they would

have double security for their money; in Ulster the security would be better than that in the south and west of Ireland.

5776. They would have both the landlord's and the tenant's interest?—Yes; they would have both. I think the London Companies who have estates in Ireland should be required to sell, and the tenants should be facilitated and encouraged to purchase; and whenever an estate came into the market the tenants should be encouraged to purchase; I think that would tend greatly to allay the terrible feeling that now prevails in Ireland.

5777. What improvement would you suggest in the machinery for assisting tenants to purchase?—I think Government could raise a fund by means of bonds, or some such securities—I have read some articles in the newspapers suggesting the issue of such bonds—I think if the interest on them was guaranteed by the State, people would invest freely in them, and the money thus raised could be applied in assisting tenants to purchase, beginning gradually, and allowing the scheme to develop itself by degrees. There was one case in my own parish where a tenant became the purchaser of his holding—Henry Harris of Lisnalee—he purchased twenty-four acres, under the Church Act, at £480, equivalent to twenty years' purchase. He paid £160, borrowing the remainder. The rental he was previously paying was £1 per acre—that is, £24 yearly for the twenty-four acres. He borrowed £320 for which he will have to pay 5 per cent. for a period of thirty-five years, which amounts to £12 16s. yearly. Now, that man is in this position—the landlord (or the Church Commission) has got twenty years' purchase to begin with, and is perfectly satisfied. On the other hand, the tenant was paying a rent of £24 a year, he is now paying £12 16s. annuity on the advance, leaving him £11 4s. for his interest on the £160. From the time that he purchased it he has been his own landlord, and is as happy as the day is long; he is working away, improving his farm, draining, fencing, reclaiming, and he could not go to one of your land league meetings if you were to give him any money—he has nothing to do with them.

5778. The O'CONOR DOX.—Do you remark an improvement in the lands which have been sold to tenants?—I do, a marked improvement. There is another case—that of Edward Boyle of Lisnalee, he purchased fourteen acres. His case is the same as that of Harris.

5778A. He is getting on well?—He is; in every case where a tenant purchased it is the same—all are getting on well.

5779. You do not know any case in which they have failed to pay the instalments?—Not a single case, of course every one knows this has been a bad year and there may be a case where a man had to borrow under unfavourable circumstances. Everybody has to do that occasionally. But in my district it has succeeded, as far as I am aware, in every case, on the mountain lands as well as on the low lands, and in my opinion if it was extended all over Ireland, you would make the people comfortable and contented, and you would have no such men as Parnell, nor any of those land agitators.

5779A. I understand you do not advocate a compulsory sale by landlords?—By no means. My idea may be expressed in a few words; that there are two concurrent rights in every farm—the right of the landlord, and that of the tenant; these two rights should be defined and made sacred; the one should not be allowed to absorb the other. For the last forty years the landlord's right has been constantly infringing on the tenant-right and absorbing it, and in many cases the landlord has entirely confiscated it, but on the other hand I never knew a case where the tenant tried to interfere with the just proprietary rights of the landlord—not a single case.

5780. CHAIRMAN.—I understand that you would like that system—of securing to landlord and tenant their well defined rights—to continue, unless in cases of sales of property, and in such cases you think the

tenant should be assisted to purchase?—Certainly. I would give them every encouragement to do so.

5781. The O'CONOR DOX.—What encouragement, beyond that already proposed, would you think necessary to be given?—I would advance more money to the tenants for purchasing. Let the Government borrow a large sum for the purpose, and advance it to them; it would be all paid back. I do not think Government would lose a farthing by it.

5782. You do not think the sum at present advanced by Government to tenants for the purpose of purchasing their holdings is sufficient?—I do not.

5783. Mr. SHAW.—Would you like to see more land brought into the market?—I would.

5784. And sold to the tenants?—I would.

5785. You would not force the landlords to sell it to them, but you would give every facility to the tenants to purchase?—I would not force them to sell, but if an estate came into the market, I would facilitate and encourage tenants to buy. It would be an advantage to the owner of the estate, for the more bidders the better for him. If a man has a cow to sell by auction, the more bidders he has for it the better; and in the same way it is an advantage to the landlords to have bidders, and the tenant's bid would be as good, and his money as good, as any other persons.

5786. With regard to the Ulster Tenant-right, do you think it would be an advantage to define it by law, and extend it over the whole of Ireland?—I think that would require an explanation, as to what the Ulster Tenant-right is.

5787. Do you think the Ulster Tenant-right, as generally understood, means that the tenant should hold the land at a fair rent, with a power of sale, and that he should not be disturbed as long as he paid that rent?—Yes.

5788. The great difficulty appears to be that the landlord, by raising the rent, renders the tenant-right of little value. Supposing there was a law of this kind—that all tenants from year to year in Ireland should hold their land at a fair and reasonable rent, and should not be evicted unless for non-payment of rent, and that they should have the power of free sale to any person, giving the landlord a reasonable veto in case the purchaser was a man of objectionable character—do you think that would be a satisfactory settlement of the question?—I think it would, if the rent were defined.

5789. In determining what would be the fair rent of a holding, you think, I suppose, that some principle should be followed that would be fair to both the landlord and the tenant?—Yes, certainly.

5790. Care should be taken that in assessing the fair rent the tenant's improvements and expenditure on the land should be taken into consideration on his behalf?—Yes.

5791. Do you think that what we may call the capacity of the land, its innate power, and capability of being improved, should be taken into consideration on the landlord's behalf?—I do.

5792. Having due regard to those principles, do you think the fair rent could be justly and equitably fixed as between landlord and tenant?—I think so. The land question would have been settled long ago if that had been done. If the fair rent was fixed by some impartial tribunal or by arbitration, on those principles, if that were done it would satisfy every man in Ulster, and every man in Ireland, and the man whom it did not satisfy would be an unreasonable person. There is another case I wish to mention—that of Mr. Whaley. He was landlord of five townlands, and he coerced his tenants to accept leases in order that the agent might get £5 or £2 10s. for each lease. That was from the years 1828 to 1836, and a very high rental was exacted considering the quality of the land. It was mountain land. It was afterwards sold.

5793. CHAIRMAN.—Is it in possession of the same landlord, or managed by the same agent, now?—No. It was sold in the Incumbered Estates Court in 1852. Mr. Quin purchased two townlands, Mr. Littledale purchased one, and Mr. Nicholson purchased

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two and re-sold one to Mr. Richardson. There is not a single man, as far as I know, on those townlands that has a sixpence in the bank, and they are all in debt. Not one; although they are the most hard-working and industrious creatures I know. They work early and late—work on the slopes, and work on the rocks, but on account of the excessively high rents that are put upon them, they never will be able to rise from a condition of poverty.

5794. What rent do they pay?—The rent varies from 16s. to 26s. per Irish acre; all under lease.

5795. What is the length of the lease?—The Queen's life.

5796. Have the interests in any of those leases been sold since?—They have in some cases—in the good times.

5797. Can you tell how much was paid?—I cannot.

A good many of the tenants go to England in the summer and earn some money.

5798. Would there be a tenant-right at the close of the lease?—Of course there would, if the interest was worth anything, but the rents are so high that it is questionable if any person would purchase. Mr. Richardson, M.P., went over the townland, of which his father is the proprietor, and it is right to say he expended a good deal of money in distributing clothing and food amongst the poorest and most necessitous of the tenants. Were it not for him and myself I believe a number of them would have died last year of starvation. I know that for his kindness and generosity the people felt so grateful that he was returned to the House of Commons at the head of the poll for the Conservative county of Armagh.

Mr. Patrick
O'Callaghan.

PATRICK O'CALLAGHAN, Lisserragh, Castleblayney, examined.

5799. CHAIRMAN.—You are a tenant farmer?—I am.

5800. Who is your landlord?—Mr. Richardson of Bessbrook.

5801. You are a member of the Camlough Farmers' Club?—I am.

5802. What is the size of your farm?—Fifteen acres, two roods, and some perches.

5803. Have you any complaint to make as to your position?—The greatest complaint I have is that the present law as it stands is a clog upon industry. I laboured with my family to improve my land. My lease expired, but we still kept on improving it year after year, until this threat came out. A portion of my land was rather a swamp, and I laboured with my family to drain it.

5804. When did the lease drop?—More than ten years ago.

5805. Since that time you have been afraid to go on with improvements?—Yes, since his letter, threatening an increase of rent, I am afraid to go on.

5806. What are you afraid of?—For fear the valuator would come and raise the rents. I wanted the valuator to go past before I would improve.

5807. You wanted the valuation to be made before you effected the improvements?—Yes.

5808. And you would like to be safe for a good many years against any increase of rent?—Yes.

5809. Do you speak for a good many of the farmers in your district as well as for yourself?—I do, I speak on behalf of a number of them.

5810. Do you think that there are many tenants on the property who would improve their holdings if they had security against increased rents being put on them?—Certainly. I know several that would do so. There is Patrick Byrne, and John Hayes, and Peter Hayes.

5811. I see you object to the practice on the estates of some landlords of restricting tenant-right by office rules?—Yes.

5812. Is one of the office rules that there shall be an increase of rent at stated times?—Just as they take the whim.

5813. You say the increase is not at stated times, but casually?—Yes, just as the landlord or his agent take the whim into their heads.

5814. Is there a competition got up among adjoining tenants when a farm is vacant?—There is, whenever a farm is for sale that there is any money to be made out of; but the buyer and seller must go to the office to have the buyer entered in the books as the tenant, and the agent won't accept the buyer until he sends the bailiff round and scours the county to see who will give the highest amount of rent, and the man that will give the most rent is the man he will prefer for tenant.

5815. You do not think it ought to go to the highest bidder?—The tenant who will give the most rent is the man the agent chooses. He screws up the rent as high as he can.

5816. Does that diminish the tenant-right?—Of course it does—it diminishes the money that the outgoing tenant gets.

5817. Mr. KAVANAGH.—Is it Mr. Richardson that does this?—It is done on his estate to a certain extent—at the same time I think it right to say Mr. Richardson is one of the best landlords in Ireland.

5818. Does he give any allowance towards improvements if made by the tenants?—Not a penny.

5819. Does he make improvements himself?—He makes no improvements for the tenants—he does not assist them in any one way.

5820. Baron DOWSE.—Then how is he one of the best landlords in Ireland?—Because there are farms on his estate out of lease, and he don't raise the rent on the tenant, wherein other landlords do. There is Lord Gosford, he actually raises the rent before the lease falls in, if the lives in the lease are gone to America he will require the tenant to prove that they are alive.

5821. Is that estate in your neighbourhood?—It is—another thing, Mr. Richardson gives a great deal of employment.

5822. That is in the Bessbrook mills?—Yes, there are 4,000 employed there—they could not live only for the employment he gives.

5823. Mr. SHAW.—He is a good employer of labour?—He is.

5824. CHAIRMAN.—Is there any other point you want to bring before us?—There are a number of farms on Lord Gosford's estate principally composed of rough land. A man named M'Veigh bought a farm some twenty years ago—the rent was £6. It was mountain land and barren. He began to reclaim it, and it is now three times the value it was when he got it. The rent has been raised—it is now £16 a year. Part of that land was flooded with water, he drained it, and improved it in every way; but as soon as he got it in good condition the bailiff sent word to the agent, and the agent sent a valuator, and an additional rent is charged for the man's own improvements.

5825. Was this on Lord Gosford's estate?—Yes, that is the way he treats his mountain tenants. He may be a good landlord to some—about Market-hill, and on the good land—but on the waste and mountainy land he is a bad one. He has valued the reclaimed land three times within eight years—the tenant is a man named M'Bride.

5826. Have you any other cases to mention?—There is the case of a man named Doyle, under Mr. Quin. Doyle purchased (or his father did) a farm of land under Mr. Quin of Newry, twelve or thirteen years ago. He bought it for £100 from Peter Costello. Costello had taken it after another man had been evicted from it—he was paying 18s. an acre—the land would not afford to pay that rent and he was evicted. Costello got it, but the rent was raised to £1 an acre on him, and he too found it impossible to pay the rent, and had to give it up. Doyle took it, but he

was told he would not be accepted as tenant under 22s. an acre. He would not pay the 22s., and he came to complain to the landlord. The landlord said he would make it all right—"Pay the 22s. an acre, and I will return you 2s., and you shall have it at the same rent as Costello." The next year the man died, and his son would only allow him 1s. an acre, not 2s., as he had promised, and the year after that he would return him nothing, so that for several years he has been paying 22s. an acre, but the land won't afford that rent, and when the bad seasons came he could not pay it, and he was evicted last spring for three years' arrears of rent. He didn't sue for compensation, he was poor and had no means.

5827. How much was the rent?—£7 a year for six acres and some perches, but there are only five acres of it that are capable of being tilled. There is about an acre of it still covered with water.

5828. What was the rent before it was raised?—At first it was 18s. an acre, then when Costello got it he had to pay £1 an acre, and when Byrne took it the agent asked 22s.

5829. Mr. SHAW.—What rent is it fairly worth?—It is not worth in fairness more than 10s. an acre.

5830. Why did Doyle give £100 for it?—His brother had earned money in America, and wanted the place.

5831. CHAIRMAN.—Is there any other matter you wish to state?—Another thing I wish to state is that there are great complaints in consequence of landlords not allowing more than a certain number of labourers on their estates.

5832. What is the cause of that?—The landlords don't like having labourers' cottages on their estates because in the bad times the labourers may have to resort to the poorhouse, and increase the rates.

5833. Mr. SHAW.—What wages do labourers get in your district?—They get 2s. 6d. a day with board and lodging, but often you won't get a good man for that, labourers are very scarce.

5834. Is it in the long time they get those wages?—Yes; and, perhaps, you won't get a man for that.

5835. How much would a man get if he were employed all the year round?—A shilling a day and board and lodging, but it is hard to get a man for it.

5836. Do you give him a house?—No; I have no houses for them.

5837. Where do they live?—They live some distance away, up the mountain, generally. They are boys from the mountain.

5838. Do those persons find employment all the year round?—They do, and the want of farm labourers is a great hardship very often. Another thing they are crying out for in our district is for a peasant proprietary.

5839. What do you think of that yourself?—I think it would be a very good thing, provided the money could be got, and that they had not to give too much for the land. The people are very anxious for it. Some tenants bought their holdings, and are quite independent, and the others are a little jealous of them, and they would be anxious to do the same if they could. I think they would beg the money at the church gate if they could get it no other way.

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Mr. Patrick O'Callaghan.

Mr. MICHAEL BARRY, of The Cross, Camlough, P.L.G., examined.

Mr. Michael Barry.

5840. CHAIRMAN.—You are a tenant farmer?—I am.

5841. You attend with the witnesses who have been examined previously, do you agree generally with the evidence they have given?—I do.

5842. Have you any matter to mention to us in addition to what they have stated?—My father held the farm I occupy, and the rent has been increased.

5843. When was that?—In 1863 or 1864.

5845. Has it been raised since?—No.

5846. How many acres have you?—Eight acres two roods. It is mountainy land. My father and I reclaimed it, and improved it.

5847. Was the increase of rent put upon your improvements?—It was, sir.

5848. How much was it increased?—£3 10s. was the old rent, and it was raised to £6 10s.

5849. There has been no increase since the Land

Act?—No, sir, not since Mr. Richardson bought it; but if I make any more improvements it might be raised. They spoke of raising it last year, but it was not done.

5850. Baron DOWSE.—Would you like to hold the land at a fair rent, not to be turned out as long as you paid it, and liberty to sell it to whomsoever you liked if you wished to leave?—I would, sir, of course.

5851. Would you be satisfied with that?—I would, sir, and to have the rent fixed by arbitration.

5852. A fair rent, to be fixed by arbitration between landlord and tenant?—Yes.

5853. Liberty to sell your interest to any respectable tenant who was willing to buy?—Certainly.

5854. And not to be turned out as long as you paid your rent?—Yes. I think that would satisfy the country.

The Rev. PATRICK M'GEANEY, R.C.C., Armagh, examined.

The Rev. Patrick M'Geaney, R.C.C.

5855. CHAIRMAN.—You attend also on behalf of the Camlough Association?—I do. I agree substantially with what has been stated by the Rev. Mr. Quinn. I wish to mention one case which occurred within the last two years on the estate of the Earl of Charlemont. A tenant named Finn sold his farm, and he went with the purchaser to the agent, Mr. Boyle, and mentioned the terms of the purchase. Mr. Boyle said that there

should be an advance of rent of three shillings an acre or he would not accept the incoming tenant. The purchaser then said that he would not give Finn the price he had agreed upon, but would deduct £1 per acre off the purchase-money for each shilling per acre increase of rent. This shows how insecure the tenant-right is, for the landlord can at any time raise the rent, and diminish the tenant-right.

The Rev. Mr. QUINN recalled, and further examined.

The Rev. Mr. Quinn.

5856. Baron DOWSE.—You wish to add something to your evidence?—Yes; a number of tenants wish to bring under your notice the subject of county cess.

5857. Are there many cases in which the landlord makes the tenant pay the whole county cess?—Yes; it is done in every case in our district, without exception. The tenants, for a considerable time after the Act was passed, were not aware of the change in the law. I asked a great many of them, and they did not understand it. The only exception was the Presbyterian minister—he understood the law, and he claimed the right of deducting the part of the cess,

but the agent said, "If you do then you must pay a shilling an acre additional rent." Another grievance is, that the roads are all measured in along with the farms. There is a man I know who has a farm of ten acres—his farm lies between two roads, and he has more than an acre of roads on his farm—they have to pay for them, and they think that is a great grievance. I may state that the Land Act is useless, as far as the county cess is concerned—there is not a single case in which the tenants have not to pay; and they have requested me to notify that to the Commission.

The inquiry was adjourned till the following morning.

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ELEVENTH DAY—THURSDAY, 23RD SEPTEMBER, 1880.

The Commissioners sat at 11 o'clock in the Imperial Hotel, Belfast.

Present :—The Right Hon. the EARL of BESSBOROUGH, Chairman ; WILLIAM SHAW, Esq., M.P.

JOHN YOUNG, Esq., D.L., Galgorm Castle, Ballymena, and Mr. EDMOND M'NEILL, Craigdun, Ballymena.

John Young,
Esq., D.L.

Mr. JOHN YOUNG examined.

5858. CHAIRMAN.—You live at Ballymena, and are an owner of an estate in that neighbourhood?—Yes. I am the owner of a small estate of 1,800 acres.

5859. Are you well acquainted with the neighbourhood generally?—Oh, yes, I have lived there all my life.

5860. And therefore had experience of the tenant-right custom of Ulster?—I am quite familiar with the dealings between landlord and tenant.

5861. Now we have heard a great deal about tenant-right for the last few days, and perhaps I might ask you whether a definition which I believe is generally given is your understanding of it, continuous occupancy of his holding by a tenant on payment of a fair rent with power of free sale?—No; that is not my definition of tenant-right.

5862. You say that is not the definition?—That is not my definition.

5863. Would you tell me your definition?—The word I would take exception to in that definition would be the right of continuous occupation. I think that right has never either been claimed by the tenant, or acknowledged by the landlord.

5864. Mr. SHAW.—But has it not been admitted as a fact?—I would put it exactly in the reverse way. I think the right of the tenant to receive compensation for his interest in his farm if removed by his landlord or ejected, has been acknowledged.

5865. CHAIRMAN.—But is not that a right which has been introduced by the Land Act?—As I understand the Land Act, it has merely rendered legal the customs that were formerly observed and permitted by the landlords freely.

5866. Mr. SHAW.—He had no claim before though if he was evicted, he had no legal claim?—He had no legal claim.

5867. It legalized that which existed before?—According to my experience of the dealings between landlord and tenant, I never knew an instance of a tenant being turned out of his farm and getting nothing. In fact, even if he were ejected for non-payment of rent I have known instances where he was allowed to sell to the incoming tenant.

5868. Have you known cases of their being evicted except for non-payment of rent?—I never knew a case in my life.

5869. That exactly accounts for the fact of continuous occupancy?—Continuous occupation would deprive the landlord of the right of ever resuming his land.

5870. Oh, no?—As long as he got his rent.

5871. I don't think that is the meaning put on it?—It is by the tenant-right party.

5872. CHAIRMAN.—I think their meaning is continuous occupation provided the tenant pays his rent and in any other case of eviction he is to be paid the full tenant-right price, that is, the utmost he can get by auction?—The right of sale by auction is not permitted upon all estates, it is only on a few. There are other modes of fixing the value of tenant-right than by auction and other modes that are considered much more satisfactory by the landlords certainly, and in some cases considered quite as satisfactory by the tenant, those are by arbitration.

5873. What I proposed was the outside view that had been put before us of the Ulster tenant custom in its purity, and then it is represented that there are

very general restrictions which are called office rules. I don't know whether you think that is a fair representation of the custom?—I think a fair representation of the tenant-right as it exists in our district of the country, would be that as long as the landlord is paid his rent, such rent as he considers reasonable and fair, and that rent, mind you, is a changing figure (it is the custom on most estates that after a period of years, say thirty years or twenty-one years, I never knew an instance of revaluation at a shorter period than twenty-one years), and upon a fair rent being paid, revalued at certain intervals that the tenant is not disturbed unless the land is wanted by his landlord for some purpose, such as building, a town may arise in the neighbourhood, and the ground be wanted for townparks at a higher rent; then it is conceded the tenant should give up the land and be paid for his tenant-right.

5874. I think that is very much understood by all those who have been here, those are the modifications of the tenant-right of which some of them complain?—I am quite aware that the claim of the tenant-right party consists of unbroken and continuous occupation, with no right on the part of the landlord, except to demand his rent.

5875. Mr. SHAW.—We have had an immense number of tenant farmers, and they have not gone that length at all?—Then they have modified their views considerably by the test of being put under an examination.

5876. CHAIRMAN.—They acknowledge the right of the landlord to give a notice to quit?—That is by law.

5877. And that then they ought to be entitled not to a mere compensation, such as they can get in a court by proving improvements, if they have any to prove, but also for the highest price they can get at a sale of their holding?—Under the Land Bill as it stands at present in the case of a dispute between the landlord and tenant, the landlord ejecting and wishing to resume possession, evidence is received by the court as to the selling value of the tenant-right, both on the landlord's and tenant's side, and the court draws what they consider a fair line, and gives that value, not the value of the improvements. Where tenant-right is acknowledged the improvements don't enter into the question at all. If tenant-right is thrown aside, and the tenant proceeds for his improvements, then that value is gone into, not otherwise.

5878. Mr. SHAW.—But where a landlord ejects a tenant, don't you think he has a fair right to the tenant-right and improvements?—I do not.

5879. The landlord is putting him out for his own reasons, and the tenant is inconvenienced?—That would be paying him twice for the same thing. There is a great fallacy with regard to tenant-right—I am old enough to remember that tenant-right meant nothing but the outlay of the tenant upon the soil in building, fencing, draining, &c.

5880. How long ago is that?—Thirty-five years ago.

5881. In your district?—Yes. That has been enlarged into the market value of the tenant's interest, the tenants being allowed to buy and sell of course, they put a value on these improvements, such as they would get for them, that another man would give; that involves another element which also has a market value, that is the right of occupation, the facility of

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entering into a place to make a livelihood; that sells for a figure which the tenant now pockets, and which formerly he never claimed.

5882. It makes the landlord's rent perfectly safe?—I am of opinion it is an advantage to the landlord. The higher value the tenant-right rises to the better for the landlords, except in one particular case, and it is this where the tenant is induced by competition to give far more than the value of the tenant-right, and impoverishes himself by doing so, the landlord gets an impoverished tenant, instead of a man who has capital and ability to work the farm.

5883. CHAIRMAN.—Then you think the landlord ought to have a choice of the tenant who should purchase?—He always has it.

5884. Mr. SHAW.—A veto?—More than a veto.

5885. CHAIRMAN.—In general that has been represented as a power of veto for any reasonable objection?—The landlord has exercised, and has now, and I think he ought to have a veto without giving any reason, because there are many reasons that would be perfectly valid to his mind, and the mind of any sensible man in the management of his estate that it would be impossible to give publicly.

5886. Might not that be met by the landlord as on some estates, having a right of pre-emption at the usual selling rates?—That involves the landlord being a man of cash, able to buy, I don't think the onus should be thrown upon him.

5886A. Mr. SHAW.—Suppose he has another tenant ready of his own selection?—Practically that evil does not arise, if one tenant is objected to, the competition is so great, there are plenty ready to take it.

5887. It is not a thing that occurs in practical life?—I don't think it is.

5888. And the fact of the tenant giving an exorbitant price I suppose is rare?—No, very common.

5889. What is the result then?—If he is a man of industry and energy, and the times are good, he overrides all difficulties and pays his debts, and in case the times are adverse to him, he is sold out again.

5890. And some better man comes in?—Yes.

5891. It does not hurt the landlord?—Well I don't think it does, but still the landlord does not like to see a man coming in who will not work the place.

5892. CHAIRMAN.—Do you think in the interest of either tenant or landlord the holding being put up to public auction is a good system?—The only objection in my mind to a public auction is the great difficulty that it throws in the way of the landlord objecting to the highest bidder. It is a very invidious thing for the landlord to come forward after a place has been knocked down to the highest bidder and say "I will not have you." The only other objection I have heard to a public auction is that it raises the price injuriously on the bidder; I don't think it does. I have known instances of arbitration and private sales reaching as high a price as any auction.

5893. You cannot limit that?—No, and if you do limit it, practically the higher sum passes behind backs.

5894. Can you give any instances of tenants ruined by the overprice they gave for the tenant-right?—I think I could if I had time to remember. I can give you several instances of men who have overbought themselves and been obliged to sell out again.

5895. You might perhaps put it down and send it to the secretary?—I will endeavour to do so.

5896. Mr. SHAW.—It would be very hard to say what was the cause of their breaking down?—Yes, there is the difficulty. I can give you instances of men who had bought and then sold out in two or three years, and it was my opinion they had overpaid.

5897. CHAIRMAN.—On your own property tenant-right exists I suppose?—Yes always, as my father purchased a portion of Lord Mountcashell's estate in 1851, on that estate very large and liberal tenant-right was always allowed, and he carried out on his portion the same practice and it has been done by me since.

5898. You say "large and liberal," we did not quite take it as the same understanding of tenant-right as has been given by other witnesses?—By large and liberal I mean that the price paid was unrestricted, that there was no objection on the part of the office or of the owner to a sale at any time, and in fact no inquiry into the transaction except as to the character of the incoming party.

5899. Mr. SHAW.—Have the rents been raised within your time on the property?—Yes in 1874.

5900. A general advance?—The property was leased in 1844 or 1845, I am not sure which, for thirty years.

5901. Before you purchased?—Before we purchased, about half of it, the other half was at will. The rents were the same on the two halves, and in 1874 it was all revalued and relet.

5902. The leases had fallen in in the meantime?—The thirty years leases fell in in November, 1874.

5903. CHAIRMAN.—Then on the revaluation or in the rents you fixed after the revaluation did you take into account the tenant's improvements?—The tenant's improvements as a rule, in fact as an instruction to any valuator I have ever known, the instruction by the landlord is, not to put any price on the tenant's improvements.

5904. Mr. SHAW.—Can you state what the advance was?—Yes, the advance was about 16 or 17 per cent.

5905. How did you ascertain the value?—By a valuator.

5906. You appointed a valuator?—I appointed a valuator.

5907. The tenant had no voice in the matter except to accept or reject?—Yes.

5908. Did they all accept without a complaint?—Yes, perhaps I should not say all, one or two objected, those two men were advanced politicians on the tenant-right question and largish holders, independent men in fact.

5909. CHAIRMAN.—Then they objected to any advance?—They would have objected to any advance.

5910. You say the only inquiry is as to the character of the purchaser, that includes solvency?—Solvency.

5911. Do you consider a man solvent who borrows money to buy the holding?—Not if he borrowed the whole, a man who paid two or three hundred pounds, and borrowed 20 per cent. I would consider very solvent.

5912. Would you expect him to have capital to stock his farm afterwards?—As a rule the purchaser comes from a smaller farm, and brings his stock with him.

5913. That represents capital?—That represents capital.

5914. Mr. SHAW.—And he can manage to stock his farm that way?—Yes, it would be, perhaps, well for you to understand that in our district the farms are small, and the farmer requires less capital in proportion to the acreage, because the labour is all supplied by himself.

5915. And it is tillage land?—Tillage land.

5916. What are the sizes of the farms?—On my estate of 1,700 or 1,800 acres there are ninety tenants, so that the farms cannot be large.

5917. CHAIRMAN.—Have they other means of making money?—Some of them have linen weaving, but, as a rule, I think those who don't follow the weaving are better off.

5918. Mr. SHAW.—They weave in their own houses?—Yes. Suppose a man with eight or ten acres would have two or three sons perhaps, and two or three daughters, they may have two or three looms at work in the house, and cultivate the land to supply them with necessities, food, and milk and butter.

5919. And work at odd times on the land, and odd times at the looms?—Yes, and as a rule, those farms are badly cultivated, the money comes out of the loom.

5920. How do they live on fifteen acres, if they

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haven't the loom?—There was a tenant of mine, who had nine Irish acres, about fifteen statute. The man died, leaving three daughters and one son. He left the son the farm with five or six hundred pounds, and gave each of his daughters £100, and that was all made off the land.

5921. CHAIRMAN.—An industrious man who had capital enough?—An industrious man. The only outside thing he had was that on his farm there was a quarry that he sold stones out of.

5922. Not a road contractor?—No, he was not.

5923. What do you consider the general causes that influence the selling price of holdings in the country?—I think the purchasers, as a rule, are pretty shrewd, they look into that. The first is the rent, if it is moderate, the character of the landlord, if he is likely to continue that moderate rent, and the condition of the land, buildings, fences, roads, and state of the farm generally.

5924. Do you think that there is a feeling of insecurity even on properties where there is a landlord with whom they are quite satisfied and confident, but from not knowing into whose hands it may afterwards come?—I think, as a matter of practical experience, there is no feeling of insecurity at all, unless where it is raised by political agitators.

5925. Nothing that deters them from making improvements, for fear their improvements, as they say, should be eaten up by an increase of rent?—No. I think in good times the improvements go on as long as they are able to carry them out.

5926. Mr. SHAW.—It is natural to think if the power is there it may have an effect on some people, the landlord has the power?—One can only judge from what one sees. I have never seen anything to make me think the tenants are influenced by a fear of the rents being raised. There are, perhaps, instances of small estates where the confidence would not be as great as among the larger men, but if you take the large estates, take the county generally, there is no rising of rents.

5927. On the falling-in of a lease is there not?—Always on the revaluation.

5928. And change of tenancy on a large holding?—Where there is a revaluation on the change of tenancy, that is the only time there is a revaluation.

5929. CHAIRMAN.—It has been represented that that is an unfavourable time to make the change, and that a periodical revaluation would be preferred by the tenant?—You will see at once what a boon it is to the resident tenants who remain on the estate if their rents are never to be changed. The estate next to me, Lord Waveney's—there are instances there of people who have held for centuries, and are only charged 10s. an acre, while their neighbours are paying the present value. The one tenant has remained on, and his neighbours have changed frequently.

5930. We understood under the head of change of tenancy was included the succession of a son to a father?—I think not.

5931. That seems to have been introduced in some parts of the country?—I never knew an instance of that.

5932. Do you think that would be an unfair and improper system?—I think a much fairer system, in a businesslike point of view, is a revaluation every twenty or thirty years.

5933. Mr. SHAW.—Over the whole property?—Yes, because these inequalities raise discontent.

5934. CHAIRMAN.—Giving full consideration to the tenants' improvements?—I never knew an instance, in my experience, where a value was put on the tenants' improvements.

5935. Mr. SHAW.—Where it was raised so that he can get nothing for his tenant-right or free-will lately?—I don't believe such an instance exists.

5936. Do you suggest any alterations in or amendments of the existing law as it affects holdings under the Ulster custom?—There is just the one point that has been largely discussed in our county, and, as far

as I know the landlords' opinion, there is every wish it should be conceded, and that is, that a tenant at the falling-in of the lease should have protection. That is, that a landlord should not have the power at the end of a lease of turning him out and giving him nothing, that is, on an estate where tenant-right exists. For instance, under those very '74 leases of Lord Mountcashell, those tenants were in the enjoyment of tenant-right. They took the leases in 1844, and such leases are looked upon by the tenants, no matter what clauses are put into them—they are looked upon by the tenants simply as an engagement on the part of the landlord that the rent would not be raised for thirty years. In those leases, which were evidently drawn from some English model, were all the usual covenants of giving up the land at the end of the term with all the improvements and buildings in good and tenantable order. That understanding is not taken out of them by the tenants at all, and I would look upon it as simple confiscation to turn them out at the end of the lease and resume possession.

5937. Or to raise the rent unduly?—I think it should be raised to the same as the general prices around.

5938. CHAIRMAN.—And there ought to be no right in the lease to bar the tenant-right?—I think there should not.

5939. Mr. SHAW.—And the good landlords, as a general rule in Ulster, don't object to that?—I never knew an instance, except one, where the landlord at the fall of the lease interfered with the tenant's enjoyment of the farm.

5940. CHAIRMAN.—Do you know are there persons in this part of the country that correspond with what in the south are known as "land-sharks"?—I think it is a genus almost entirely unknown here.

5941. Since the Land Act has there been any difference in the custom of landlords towards making the improvements or allowing towards improvements on the holdings?—I think the result of the Land Act has been materially to check landlord's liberality towards improvements.

5942. They are afraid of their improvements sinking into the tenants' improvements?—Naturally they would, you know. You will easily understand, in former times a landlord was in perfect accord with his tenants, he considered that his interest and the tenant's interest was identical in the improvement of the land, and he knew that after the lapse of a number of years he could, in fact, share in the enjoyment of the improvement by an increased value; now any increased rent is got under great difficulties and interference on the part of the law.

5943. The presumption in the Land Act is against the landlord?—It is against the landlord.

5944. But still there is a power of registration?—Well that is troublesome.

5945. Without even going to the court for registration, cannot it be done by an office registry with the tenant's knowledge of what is entered?—I suppose it can, but certainly the result is that the landlords are most unwilling now to co-operate in improvements.

5946. The insecurity begins to be felt by the landlords instead of the tenants?—Exactly. I think all the agitation that has been going on with regard to landlords' rights, and the way in which they exercise their rights on their own property, by the public prints and agitators, has itself had a great tendency to check their interference.

5947. In the new leases given at present, is the tenant-right acknowledged to the tenant at the dropping of the lease?—I can only answer for myself. In granting new leases which was done in 1874, I inserted a clause guaranteeing to the tenant his tenant-right as it then existed.

5948. Do you think generally the tenants would expect that covenant?—My tenants would not have taken the lease without it.

5949. Mr. SHAW.—Thirty-one years lease I suppose?—Thirty-one years lease.

5950. CHAIRMAN.—As a general rule tenants prefer now their holding under tenant-right to a lease?—I think they do. There is an idea among the tenants that a thirty-one years lease bars the tenant-right, and at its end that a landlord has a right to resume possession, that explains the unwillingness to take a lease. I think they are very willing to take leases when there is a clause put in.

5951. Mr. SHAW.—That it destroys their tenant-right?—In fact they look upon it as a thirty-one years assurance of no rise of rent.

5952. CHAIRMAN.—What is your opinion of the rents generally through your part of the country?—I think they are very moderate.

5953. Mr. SHAW.—What is the average acreage rental in your district?—The average acreage rental on my own property is under £1.

5954. The English acre I suppose?—The English acre.

5955. You are not far from the town?—A mile and a half.

5956. Is Ballymena a good town?—Ten thousand inhabitants, a good flourishing town. I am speaking entirely of agricultural land.

5957. CHAIRMAN.—Are there any cases of middlemen and tenants who hold under them in your neighbourhood?—I don't think there are very many, but there are some, the under-tenants are in a wretched condition.

5958. What rent do the under-tenants generally pay in such cases, in comparison with the rent paid by the head-tenant?—At least double, in some cases treble.

5959. Mr. SHAW.—The ordinary rent in the district?—Yes, there is no greater tyrant than the tenant-farmer when he becomes a landlord himself.

5960. These are old holdings I suppose, they are not a recent creation, these middlemen?—No, there is one case where a whole townland is held in that way at a small head-rent, the tenants are very poor, the holdings very small, and the rents very high.

5961. CHAIRMAN.—What is the custom with respect to labourers?—The labour in my district, immediately about me, is principally supplied by a weaving population, who both weave and labour, and they hold cottiers' houses under the farmers, for which they pay 1s. or 2s. a week with a right to plant a few ridges of potatoes.

5962. Then some of their families work in the linen trade?—Some of their families weave, and the able-bodied men supply the agricultural labour of the district.

5963. Does it work satisfactorily?—Except for the wretchedness of the hovels they live in, and bad sanitary arrangements of every sort, I think it does. I think they are better off than purely agricultural labourers would be.

5964. Mr. SHAW.—It is a thickly populated district, I suppose, owing to the linen trade?—Yes.

5965. CHAIRMAN.—A farmer naturally wants the man to be a constant labourer. In case of the illness or the death of the chief working man, is it the custom to put them out?—Yes.

5966. Then in your district there must be some difficulty in finding a place to live in, and earn what they can by weaving?—In those cases, where instances of that kind would occur, they are driven into the town.

5967. That is a difficulty, as regards the labourers being actually under the farmers; it is a difficult thing to know how to avoid it?—I don't see how you can avoid it, certainly not in that district, without a complete revolution. The farms are small and the labour is principally supplied by the farmer's own family, then he lets one or two cottages on his land to this weaving population, who are bound to supply one or two days' labour in spring and harvest.

5968. That is to cut down the price of labour at busy times?—Yes.

5969. Then they don't engage them for the whole year?—No.

5970. Do you think it would be a better system if such holdings were only allowed where the farmer puts the labourer in as his labourer, and gives him a garden?—In some cases the agent interferes, and will not allow more than so many cabins on the land, and regulates the labour in that way.

5971. Is there no rule against subletting for cottages?—On many estates there is, but I think as a rule in the country they are not interfered with. The cottages are mere hovels, in which the weaving population live. The farmer takes the rent from them in work, in spring and autumn, and the rest of the year they must support themselves as best they can.

5972. Mr. SHAW.—This is near Ballymena I suppose?—Yes.

5973. CHAIRMAN.—Are there any cases that you know of, of the purchase of their holdings by tenants from the Church or the Board of Works?—Personally, I am not acquainted with a single one, in fact I don't think the people about us want to buy. In the case of Ahoghill glebe, a very large one, 250 acres, some of the tenants were able to buy, others were not. I suppose it could have been financed by them, but they went in a body to Shane's Castle and memorialised Lord O'Neill to buy the townland, and expressed the opinion that they would be much better off under a good landlord like him, than as owners of their own farms.

5974. Mr. SHAW.—Did he buy?—No.

5975. And who bought?—It was bought by someone, I can't tell you.

5976. They were small tenants?—Yes, tenants of ten or twelve acres.

5977. Then you are fully in favour of tenant-right, I suppose, as it exists in the north?—I am entirely in favour of tenant-right with what I consider the proper restrictions, and those restrictions I confine to an absolute right on the part of the landlord to select his own tenant, and an absolute right to resume possession of his own property when it suits his purpose on paying a fair compensation to the tenant.

5978. You would give him his rights without injuring the rights of the tenant?—I would.

5979. How would you ascertain that, would you leave it to arbitration, because we are assuming a case where the landlord is acting?—I think arbitration would be a very fair way. I have a good deal of experience personally in taking up land from tenants, and have never had any difficulty in arranging the price between ourselves.

5980. And you think in fixing even rents, there would be no practical difficulty between landlord and tenant?—I don't think there would be.

5981. There is not at present on good estates?—None.

5982. In case there was any difference, arbitration would be a fair way of settling it?—I don't think it would. Arbitration means the tenant appointing an arbitrator; that arbitrator would undoubtedly be from the tenant's class, and the feeling that exists in Ireland at present is so strong against rents, and any movement of rents over than at present exist, that it would introduce a difficulty that could not be got over.

5983. The landlord would appoint a man of his own that he had confidence in?—Yes.

5984. And we might have such a system as that a Government office should appoint an umpire—a skilled man?—I don't think the landlord should be interfered with at all in the fixing of his rent. I think the landlord has a right to fix the price that is to be put upon what he has got to give. If the tenant cannot agree to pay the rent the landlord puts upon it, then I think he is entitled to be paid a fair amount for his interest in the farm, and that amount I would have no objection to have fixed by arbitration.

5985. But don't you think it would be better for

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the landlord, in the long run, to have such a system as that; it would look as if he were anxious to act fairly towards the tenant?—I don't think it would. It would produce a quarreling between landlord and tenant that would be endless.

5986. It would only come up on rare occasions, because, as a rule, landlords are not looking for an increase of rent?—Landlords are not, as a rule, but I think the tenants would be taught, and are taught, that the landlords are looking for more than the value.

5987. But there may be cases where the lands are very highly rented, and the tenant has laid out a good deal of money and cannot make a living out of it, don't you think the tenant there has a right to have the rent adjusted?—I think not, he should get his tenant-right.

5988. He would have no tenant-right in that case?—Oh, yes; suppose the rent to be unduly high, a man knowing the circumstances of the neighbourhood would fix the value of his tenant-right irrespective of that high rent.

5989. But the rent is on the farm?—It was not on it until the dispute occurred.

5990. But in the case of his selling out to another person?—There is no difficulty in a court settling the tenant-right.

5991. Would you have any objection to leave it to some tribunal for a tenant who is staying in his land?—I don't think the landlord should be subjected to the regulation of a court as to the price he should take for his own land. I think if there is a dispute about land, he does all that is required of him if he pays a tenant the value of his tenant-right.

5992. And let him go out?—Yes.

5993. Do you think any money he could get in that way would compensate a tenant for the loss of his home?—But what right has he to stay there if he will not pay the landlord's rent.

5994. But the rent may be unreasonable, there are unreasonable landlords?—I think the fact of having to pay for the tenant-right would bring him to his reason.

5995. There may be landsharks waiting to take up the land?—What do you mean by landsharks.

5996. Well, another tenant?—If there is another tenant willing to take it at the rent the landlord offers why should he not get it.

5997. And turn the tenant out who has made it what it is?—On paying him for his improvements.

5998. But the new tenant pays for that, the dispossessed tenant's loss is not covered by it?—It may be contended that if a man gets full price for his tenant-right, which is the only marketable article he has, what right has he to complain.

5999. Do you think it wise for landlords to stand on their legal rights?—Oh, that is another question. I don't see any half way between what your question drives at and fixity of tenure.

6000. But your Ulster custom is half way towards fixity of tenure. It is contended now that it is being eaten up by the landlords raising rents?—In my own district I would give that a most emphatic denial.

6001. Still, if it occurs in Armagh and Tyrone, it is wonderful in these days how that kind of thing spreads among a people, and causes dissatisfaction?—I don't see any half way between the principle you are laying down and fixity of tenure upon Government valuation, and that I think would be taking from the landlord his rights altogether.

6002. His rights of raising rent unreasonably?—I think he has a right to raise his rent four times the value if he can get it, if he pays the existing tenant the value of his tenant-right. I will put a case to you. Supposing a landlord finds his land holds an accidental value on account of its proximity to a town, or a mill is built in the neighbourhood, and he sees he can let

what is let at £1 an acre for £4 or £5 an acre for building cottages.

6003. That is an exception, that ought to be excepted?—Somebody may build a house within a short distance of him, and may want land for his accommodation, the landlord finds he can get £4 or £5 an acre for what he is only getting £1 for, and that £20 an acre will pay the tenant the full value of his tenant-right, why should he not have power to give the tenant £20 an acre and let him go? Anything else would be confiscation of his rights. I go as far as any one in compensating the tenant, but I don't think that should be done at the landlord's expense.

6004. But don't you think there should be some tribunal to decide as to the reasonableness of the landlords' claim to resume the land?—That is to say, you want me to say that there should be a court to decide how far the landlord is to exercise his own rights.

6005. Don't you think his rights are all conditional, and bounded by the welfare of the State and of the community?—That is a general principle, you know. I don't think his exercising his rights in the way indicated by me would be an interference with the public good at all.

6006. Would it not be better for him if he had some third party that would come and say whether that was right or not if called upon?—I think the obligation upon him of paying full tenant-right price is a sufficient check upon him from exercising his powers capriciously.

6007. Landlords are not wiser than other men, and may do an unjust thing, and don't you think that it would be better for them on the whole, as a class, as well as for the community, if there was some independent tribunal?—I do not. I think the obligation of paying the full tenant-right is a sufficient check upon any capricious action of the landlord, and a thorough protection to the tenant.

6008. You think the landlord has a right to any rent he can get out of the land, paying the existing tenant the tenant-right?—I think so.

6009. CHAIRMAN.—Though he made all the improvements?—The tenant-right includes improvements. The tenant-right is the market value of the tenant's interest in the place, which includes, of course, all his improvements. The landlord having paid that, or expressed his willingness to pay that, in my mind is entitled to everything else that is there.

6010. If you were in a part of the country where there is nothing like these manufactories going on, what resort would there be for a tenant evicted for not paying what he considered a high rent except the workhouse?—If the tenant is in enjoyment of the tenant-right, supposing he has fifteen acres, he has £300 in his pocket to go where he pleases.

6011. Do you think that would get rid of the heart-burnings and unpopularity of the act?—My answer is: I think it is better for the country at large that it should be so than that there should be fixity of tenure.

6012. Mr. SHAW.—Fixity of tenure is a misleading expression. It looks as if it meant absolute fixity of tenure. That is a thing that has not been claimed yet by the tenant-farmers?—I cannot see any way out of your principle except fixity of tenure.

6013. We give the landlord a right to resumption if he has a reasonable cause to show?—I don't understand any more reasonable cause than that he can make more out of his land than by letting it to the tenant. I start from the principle, and I cannot start from any other, according to my views of property, that the property belongs to the landlord. In my case my father bought the property, and paid for it.

6014. Don't you think that if you can get 5 per cent. on the purchase money that would be enough?—I don't know.

6015. You have heard of political economists, and of John Stuart Mill?—I have.

6016. And his opinion is that anything over 5 per

cent. belongs to the State?—I don't think John Stuart Mill put it exactly in that way.

6017. Yes, he did. I can find the passage for you. So, you see, great thinkers have taken different views?—You see, I don't agree with John Stuart Mill. I think the tenant is entitled to full and thorough protection for all that he does, for all that he has laid out upon the soil, and having been paid for that the balance is the landlord's.

6018. Would it not be better to arrive at some good honest principle even if the landlords give up some little of their rights in order to have peace and contentment in the country?—I think that would be a good honest understanding if the tenants knew that on a dispute about rent they would get the full value of the tenant-right. What influences the tenants at present is that they have to go to the court and take an ejectment and go before a judge who knows nothing about land whatever.

6019. There is the risk of having to go out, that is the thing that frightens every tenant farmer we have met?—That comes to fixity of tenure.

6020. The thing itself is not very much different from what you have, the theory is different?—The difference is this: the landlord has the power of resumption of possession of his own will, in case of the tenant and himself not agreeing as to the value put on the land, the tenant being compensated for what he has laid out.

6021. But in all the good estates we have heard of such a thing is not known as a landlord resuming possession. What is the reason of that?—I don't know a single large estate that is not let at from 15 to 20 per cent. under its value, and as long as that is the case the tenants will not complain of the rents.

6022. Yes, but if we have cases before us where the rents have been raised and the tenants complained, and this complaint has caused public discontent, don't you think it is the duty of the State to step in?—I don't think those cases have existed in the North.

6023. We have had it in the North and districts which have been tenant-right districts for generations?—It has not come within my knowledge.

6024. And that is a serious thing for every landlord in the province, the good landlord will suffer just as the other?—Yes; still I cannot but look upon the scheme which you propose as being a very undue and improper interference with the rights of property.

6025. I am not proposing it here, I am only asking you your opinion?—Well, that is my opinion. I would be inclined to concede, and every right-minded man in the north of Ireland would be inclined to concede, any fair system under which the tenant-right would be preserved inviolate to the tenant or the value of it, but in any case of dispute about rent the ultimatum ought to be the power of the landlord to resume possession on paying for the tenant rent.

6026. But the tenant-right as you have defined it as existing on your own property is good for the tenant and good for the landlord?—Yes.

6027. Secures the rent for the landlord and gives the tenant a downright interest in his holding?—The landlord's rent is absolutely secure under the custom, because the number of years of arrears of rent that become due to the landlord from an ill-doing tenant are always paid as a first charge out of the purchase-

money; in fact it is a means taken on some estates of getting rid of a bad tenant to let him go into arrears.

6028. Don't you think it would be a wise thing to extend such a healthy good principle in all other parts of Ireland?—I don't feel very competent to answer such a question, because an equity has arisen here from the practice that has been permitted on all estates of buying and selling, and where tenants have from all generations bought and sold they must be allowed to buy and sell; but in other portions of the country where they have not, and the tenant has not his money in it, I think it would be an injustice to allow them to sell.

6029. Do you think there is any district in the south or west of Ireland where the tenant has not his money in the land?—Have you read Mr. Brice Jones?

6030. Indeed I have, I know him well?—In the country that I have experience of, I believe if there was any system of rent valuation such as you indicate that the rents would be materially increased.

6031. Then you ought not to object to it?—Yes, but now I think I am giving evidence on principle, and I think the principle you propose would be a very fallacious one.

6032. In some cases they would be reduced through Ireland you think?—If I were to take the whole county Antrim that comes under my knowledge, I don't think there would be one case in one hundred that would be reduced.

6033. But do you think excluding tenant-right and the tenants' improvements they would be increased?—I do.

6034. With present prices?—I do. Take the Government valuation. We know the prices at which it was fixed. We know that those prices are 25 or 30 per cent., in some cases 50 per cent. lower than the prices which exist even now after the last three bad years, and we know that, taking the whole county Antrim, at least I know from the portions I am familiar with that the rents at present existing are not more than 10 or 12 per cent. over, and in some cases they are under the Government valuation.

6035. But you would not say prices were the only things to look to in the valuation of rents?—I think prices are the only standard.

6036. Don't you think the price of labour should be considered?—The price of labour has not increased at all in proportion to the price of produce.

6037. But the price of living generally, and the standard of living?—The price of living has decreased, that is to say, linen and wool, and everything used in the house is cheaper, tea and sugar, and bacon.

6038. Farmers dress, and live much better than they used?—They may dress better, but they get it for less money.

6039. You think labour is not higher?—Where the small farmers exist, labour does not come in as an element, of course in theory the farmer is entitled to be paid for his own labour, but as a fact the farmers make more out of their farms than they did thirty years ago.

6040. You think the small farmers as a rule live pretty well in your neighbourhood, a man can make a living out of fifteen or twenty acres?—They live poorly, but they are thrifty and get along very well.

Mr. EDMOND M'NEILL, Craig-dun, examined.

6041. CHAIRMAN.—You live at Craig-dun, county Antrim?—Yes.

6042. You are a land owner and also an agent?—I am.

6043. And also farm land yourself under another person?—Under a landlord.

6044. What is the acreage of the estates of which you are agent?—Between 54,000 and 55,000 acres.

6045. You mention in these notes "exclusive of

perpetuity holdings," are those holdings near towns?—No, I cannot say that any of the estates I am connected with are close to any town, I think four miles from Ballymena is about the nearest to what you would call a town, there is one near Coleraine.

6046. What are the perpetuity holdings?—A considerable number of tenants have what we call leases for ever.

6047. Leases for lives renewable for ever?—No,

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leases for ever, and some of them leases for lives renewable for ever.

6048. Mr. SHAW.—On your own property?—No, on my own property they are all tenants at will; but on some of the sixteen properties under my care, in the county Antrim.

6049. CHAIRMAN.—You have heard our conversation on the subject of tenant-right, have you any observations to make?—Generally I agree with Mr. Young, as to the origin of tenant-right. On the estates I allude to, with the exception of three of them which came into my own management, the other estates have been managed by my uncle before me and my grandfather before him, and the custom there never was to allow free sale. The custom of those estates invariably was if the tenant wished to sell his holding he came and applied for permission, and if any tenant on the same estate was willing to purchase, that tenant had a right to demand an arbitration value of the tenant-right and there was no restriction as to prices, further than that, if the outgoing tenant could agree with his neighbour privately they were perfectly at liberty to make any bargain, but if they could not agree, the tenant of the same landlord had a right to say "I will have an arbitration."

6050. Then, had the adjoining tenant first call?—The adjoining tenant had first right.

6051. Then, if no tenant bought?—Practically, we let them sell to any person the landlord approved of.

6052. Has it been a custom of yours, in the case of the death of a tenant and a successor coming in, to make some arrangement for the family of their predecessor?—If the tenant, as was very often the case, expressed his wish to me, they had no legal power then of making wills; but very often they spoke to me and mentioned whom they wished to succeed—sometimes it would be the eldest son, and sometimes not, and invariably, as far as I could, I carried out the tenant's arrangement. There was one thing I always insisted upon—that, if he left a widow, there should be some provision made for her.

6053. You say there was no power of making a will; you mean the tenant-right would not permit it?—No.

6054. Since the Land Act they have had the power?—Yes, and it has been the cause of the greatest worry and dispute between the tenants.

6055. In case of no will it became the property of the whole family?—Yes, and I have known instances where some of the family, who were in America, claimed part of the tenant-right, and it was forced into the market and sold, and a family that had been there for generations had to leave in consequence.

6056. Is it the case that, unless some member of the family had means to provide capital to work the tenancy, it had to be sold for the benefit of the whole?—Yes; there have been several cases within my own knowledge on these estates where that has occurred.

6057. Have there been any evictions under notices to quit on the properties you are acquainted with?—I don't think there has been an eviction under notice to quit for the last twenty-five years.

6058. Have there been any evictions for non-payment of rent?—Yes; that is, there has been a notice of eviction for nonpayment of rent, but it has generally ended in the tenant selling. I don't think I have actually evicted a tenant and put him out for non-payment of rent, although I have had to take the initiatory step, serving a notice.

6059. Never came into court?—I have come into court too; but I cannot recollect ever having put the matter into the Sheriff's hands until these last three or four years. I don't think the Sheriff put out a tenant from 1850 to the passing of the Land Act. Since that I have been obliged to do so. The reason was because outside people, who have lent money upon the security of the tenant-right, have foreclosed, and I have been obliged to go in, sometimes actually to protect the man himself against his creditors.

6060. Do you know of any cases in which the tenants, since they have had this property under the Land Act, have borrowed money on the security of the holding?—Yes, many.

6061. To an extent that has been injurious to them?—So injurious that decrees have been obtained against them in the court, and their tenant-right sold by the persons who lent them the money. In such cases, as I said, I went in because it is a thing we never allow, and the Land Act does not give that authority.

6062. Does not give the authority to sell?—Does not give the authority, either to mortgage or sell, without the landlord's permission.

6063. But, in any case, if a creditor got judgment, he would be able to proceed to sell?—He would be free to sell; but it would not be a case of disturbance by the landlord if I evict his purchaser by a notice to quit.

6064. Have you had any case in which it has been forced to a sheriff's sale?—In which the tenant has been sold out—several.

6065. Do you give any notice at the time of the sale?—Whenever it comes to my knowledge, I do; but very often I don't hear of it until it is too late. And frequently tenants have come to me for permission to mortgage their farms, because it is pretty well known, by most of these money-lenders, it is against the estate rules to mortgage their farms, and they only lend with my permission.

6066. What course did you take with the purchasers where it was sold in this way?—I would serve him with notice to quit.

6067. Did you afterwards allow him to remain in?—No; the case has not occurred, because in no case that I interfered was the man able to get a purchaser. By-the-by I am wrong, there was one case shortly after the passing of the Land Act where it did occur, and I served the man with a notice to quit and put him out, and sold the farm, and gave the tenant the proceeds of the tenant-right.

6068. Did you give a notice to the auctioneer?—I did, and to the man that I would not permit the sale. He bought with his eyes open, and I evicted him and sold the tenant-right under the custom of the estate, and gave the money to the man, or rather to his creditors.

6069. Mr. SHAW.—What objection had you to the purchaser?—Simply that he was breaking the rules.

6070. Did he lose much by the transaction?—I think he lost some small deposit that he paid in.

6071. Have you many leases existing?—Not many now. When I first became manager of these properties there were a great many old leases that had been granted for thirty-one years and three lives, and they have almost all expired now.

6072. When those leases expired did you have a new valuation?—Certainly; I valued them myself.

6073. And in valuing them did you take into consideration the tenants' improvements?—Certainly not.

6074. When you fixed a new rent were the tenants satisfied?—I never, in any case but one, where I did not give a tenant the opportunity of holding the farm. I never had a dispute with a tenant at all. In the case I allude to where I did not allow it the person representing the lease had sublet it to several individuals. I think it was a farm of somewhere under fifty statute acres, and there were twenty families living on it when the lease fell, and the tenant was living on another estate, and they were a set of paupers and robbers.

6075. What did you do with it?—To any of them that had a moderately good character I gave a few pounds to remove them.

6076. And took up the whole of the farm?—And took up the farm. I have the farm in the landlord's hands still. I had to pull down every erection—you could hardly call them houses.

6077. When was that?—That was about fourteen years ago.

6078. CHAIRMAN.—Do you acquiesce in Mr. Young's view that the landlord should have the entire power of fixing the rent and of putting the tenant out, but giving him full compensation for his tenant-right if he agreed to it?—I think Mr. Young is quite right in matter of principle, but I am not sure that taking that gentleman's (Mr. Shaw's), view in the state of feeling now, if we could arrive at some moderate compromise, it would not be better, I would be glad to do it.

6079. Do you think the compromise would be based upon some arbitration?—Do you mean as regards rent.

6080. As regards rent?—No; I think the principle of arbitration for rent would be a bad one. I must say, that in this matter my sympathies are with the tenants, anything that makes them better off makes my business easier as an agent. My experience of arbitration is, that one person names one man, and another another, and the umpire comes in between, and unless you get very intelligent and very skilled men, I don't believe that arbitration is, as a rule, under any circumstances the best way to arrive at the value of anything. If you could always secure skilled men and independent men who would give their judgment according to their skill and knowledge, it would be all very well, but if you go to an arbitration of rent the tenant will name his friend whether he is a skilled man or not, and that man will go as low as he can. The landlord will be at some disadvantage because he must appoint a skilled man, a professional man, who will have his character to sustain, and he will not be in a position to put on a proportionately high rent to meet the other and the umpire comes in and splits the difference, and the balance is in favour of the tenant.

6081. Would you think a general revaluation of Ireland would be desirable?—I have had a good deal of experience of land in these estates, which are situated in every barony of the county except two, and I would say that as a basis as between landlord and tenant the present Government valuation is not a reliable basis. In comparing the Government valuation with my own, which is done field by field, I have found the Government valuation, in some instances, too high, and in some instances very much too low. Seventeen years ago I valued one of the estates belonging to Mr. Montgomery, he was a personal friend of Sir Richard Griffith, and after he had got my valuation sent in he wrote to Sir Richard Griffith on the subject, for he was very anxious his new valuation should not be too high, and Sir Richard Griffith wrote in reply a letter in which he said—“If your agent has not valued your property more than 25 per cent. above mine, it will be a fair valuation.”

6082. Do you think it is time there should be a general revaluation?—If it was done really skilfully and well, and not as the last one was done, I think it would be very desirable.

6083. If instead of a general revaluation there were persons of a good class sent as valuers who would act as arbitrators in cases of disputes of rent?—I should be satisfied with something of this kind, that if the landlord and tenant could not agree, if a starting point on this or some other plan could be arranged, rents for the future might rise or fall with the markets. We will take an estate for instance which the landlord and tenant are perfectly satisfied with the rents as at present existing, if there were certain articles taken as standards of agricultural value, and that the average of these standards of value were taken for a certain number of years, I would have the rent rise or fall in proportion as those standards of value rose or fell in the market. Having once fixed a starting point I would then have a standard of value under which the land never would come to be revalued against the tenant, all his improvements put into, and extra yield from good husbandry, would always remain attached to the tenant-right. Of course it would require modifi-

cation on property in proximity to towns and on building lands, or where the intrinsic value has been increased by railways or other such circumstances. *See t. 23, 1880.*

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6084. That would be something like the corn rents in Scotland?—I would not take the whole produce, but take certain things as the principal produce of the county you know.

6085. Mr. SHAW.—That would be coming very near the arbitration, because the arbitrator must have a standard to go on?—Exactly, and if the landlord and tenant can agree to the starting point well and good, if they cannot I should be glad for the sake of peace that there should be some arrangement by which we may both start together.

6086. They may be anxious to keep together, there may be a good tenant and a good landlord, and there may be a great difference of opinion between them?—Yes, I have often had a difference with a man about the valuation of his land, because it is a very haphazard thing, and I have sometimes gone back and heard his reasons and yielded to them.

6087. It is not the landlord's interest to adopt data that would be looked upon as unfair?—Certainly not, and I am proud to say my instructions from my landlords are that they don't want a high rent. For the sake of this inquiry I went into the valuation of the property as a whole, the whole 55,000 acres, and the average is only 11s.

6088. Is it all of it workable arable land?—No.

6089. Some of it mountainy?—There is.

6090. A fourth of it?—No, not 10 per cent. The average rent is 11s., and it is 11 per cent. higher than Griffith's valuation, the whole thing.

6091. CHAIRMAN.—Is it your opinion that improvements have been checked since the Land Act?—Decidedly, on the part of both landlord and tenant. For this reason on the part of the tenant, my experience is the tenants, as a rule, have not the means and capital to improve by themselves, and the habit in my office has been, wherever the farm is of a moderate size, we gave the timber and slates and everything that was money out of pocket, and the tenant did the labour, drew the stones, and the like.

6092. Mr. SHAW.—Did you charge a per-centage?—No, in general as a free gift, sometimes we gave it as a loan if it was to a substantial well-to-do tenant, and he paid it back.

6093. And that has stopped very much?—Entirely. You were saying that there was the power of registration. It is quite true there is, but the landlords very fairly say, “Why should we go to all this trouble and bother for a thing we have now no interest in. It was never for our benefit to help on these improvements. Since the passing of the Land Act everything of that sort becomes the tenants', and, if we were going to raise the rent every four or five years, it would be a different thing.”

6094. CHAIRMAN.—Do you think that under the Land Act the improvements made by the landlord would be clearly his, but it would be difficult to realize them practically?—I will give you an instance on an estate of which I am agent, where every single thing was done by the landlord; he built, drained, and made roads, and borrowed money from the Board of Works to do it. The tenant, who was a bachelor, died without direct heirs, his sister succeeded him, and died without direct heirs, and a nephew, who was in America, came home and claimed the farm. I said, “You may have the farm if you will undertake to pay the debts your uncle and aunt left, but if you don't do that, the balance between the ascertained tenant-right of the place and the debts you shall have.” He wrote to me to say he would take the money and go back to America. I then let the farm to another person upon the same conditions, paying the debts, and the balance was to go to this young man. He changed his mind, and thought he would be better in the farm. I said, “No, it is too late now, I have let it to another person.” He was living in the farm and held possession, and I had to put him out by eviction. The case,

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was tried before the barrister in the first instance, and the barrister, upon the statement I am making to you, dismissed his claim. He appealed to the higher court, and it was tried before the assizes at Belfast, and everything was proved before the judge as was proved in the court below. My instructions to the valuator was to ascertain the present value of the improvements in the farm, and there was practically no difference between the value we put upon them, and the tenant admitted. That sum was almost as large as the whole tenant-right of the farm, and the judge held that the landlord had no right to that, and of the whole sum he gave the tenant two-thirds, and the landlord only one-third, although every single thing that was done, not only on that farm but the whole estate, was done by the landlord. In the face of that landlords don't like giving money for improvements. This was long before the passing of the Land Act.

Mr. Young.—The case was heard after the passing of the Land Act, but the circumstances took place before.

6095. CHAIRMAN.—On the subject of purchase by tenants of their holdings, you mention an estate that was once under your care that was sold by the court to the tenants—would you state your opinion as to the results?—I have not seen much of them since, but I have spoken to one or two on the subject, and they don't seem to think much of their purchase.

6096. Where is this?—It is in the north of the county, near Ballycastle.

6097. Who was the former owner?—Mr. M'Calmo he sold the property in the court, and the tenant purchased it.

6098. Did they get any money from the Government?—I think they did.

6099. You don't know the particulars?—I don't know the particulars, it was all done through the solicitor.

6100. Mr. SHAW.—Was it a large property?—It was small.

6101. And small tenants I suppose?—No, there were one or two large tenants on the property, and I think it was principally at their instigation it was done, they were anxious to buy their holdings, the smaller tenants, I think, were not.

6102. Is there any desire on the part of the tenants to buy where tenant-right is fully acknowledged?—I don't think so.

6103. CHAIRMAN.—You think they would rather be under a fair landlord?—I don't know whether they would rather be under a landlord than have it of their own, but I know there is no great desire on the part, where tenant-right exists and the rents are reasonable, to become their own owners.

The witnesses then withdrew.

Mr. William Gray, Laganbrae, Lisburn; Mr. Thomas Swann, Lisburn; and A.B., a tenant farmer, Lisburn, were examined together.

Mr. Thomas
Swann.

MR. THOMAS SWANN examined.

6104. CHAIRMAN.—You live near Lisburn?—I do, sir.

6105. On whose property?—On the Earl of Yarmouth's.

6106. You are a tenant on that estate?—Yes.

6107. How many acres do you hold?—Between sixty and seventy.

6108. Do you know any other property there?—Several other properties.

6109. You don't hold under Sir Richard Wallace?—I don't hold under him, but I know his estate.

6110. Tenant-right exists, I suppose in all that district?—Yes; it is acknowledged in all that district, although there is a slight divergence. The Earl of Yarmouth came into a portion of the Hertford estate about 1871, since then there has been some divergence in the usage in the two estates.

6111. Although they were formerly one?—Yes.

6112. What are the differences or divergences?—Well, on the Hertford estate, that is on the large estate, an attempt has been made to place a limit upon the sale of tenant-right, and upon the Earl of Yarmouth's no such limit has been placed, that is since the Land Act passed.

6113. Now, speaking from your own feeling and the knowledge you have of the tenantry. Do they generally object to the limit being placed on the sale?—Oh, yes. The objection is very great indeed, it has produced a very strong current of feeling all through the district affected by such a proposed change.

Mr. Gray.—If you would allow me I would give an illustration, Mr. Gill, convenient to Gleneavy, proposed to sell a farm, the office told him that he would be under the necessity of giving notice to the adjoining tenant, and that whoever of them wished to purchase would have the preference, and that the price would be settled by arbitration. Mr. Gill, knowing that that was an innovation upon the custom and practice of the estate, refused to submit and successfully resisted, he sold the place by auction and the buyer of the farm was accepted as the tenant.

6114. Mr. SHAW.—So that the attempt of the office really broke down?—Mr. Gray.—In that case. In another case I have in my pocket it has succeeded.

6115. Then are there any other office rules that have been attempted?—Mr. Swann.—I don't at present recollect any. I believe that on the Hertford property is a very excellent illustration of the tenant-right custom of Ulster existed until perhaps within a recent period, although I believe that the custom was not at all free from violation. I believe the arbitrary will of the agent very often overrode what we would understand by the Ulster custom, but, upon the whole, the Hertford property may be taken as a good illustration of the Ulster custom in Ulster.

6116. What is the name of the agent?—The agent is Mr. Walter Trevor Stannus.

6117. Who is Sir Richard Wallace's agent?—Mr. Frederick Lucas Capron.

6118. What price does the tenant-right bring on these estates?—Until the recent collapse in agricultural industry consequent upon the immense depreciation of corn and cattle following American competition, the tenant-right ranged comparatively high, but the whole question of tenant-right, the question as to the value of it is, in fact, in a state of confusion, for people do not know how far it is safe to invest at the present time, and very few sales have occurred recently.

6119. Is that owing to bad times?—Owing to bad times.

6120. Or owing to interference by the landlord?—On the whole, I think interference by the office would not prevent sales taking place.

Mr. Gray.—It has a collateral influence, the present unsettled state of the law, not giving full security to the tenant farmers. Farmers think that under the present laws they have enough land.

6121. Are there leases on these properties generally?—Mr. Swann.—There have been a great number of leases, but many of them have expired.

6122. Tenant-right acknowledged at the expiration of the lease?—It has not been disputed.

Mr. Gray.—I don't think there is a single case on the Hertford estate in which it was disputed at the expiration of the lease.

6123. Are rents always raised at the expiration of the lease?—Mr. Swann.—Invariably so.

6124. To what extent? Have you any case that

you can give us?—I can give a case of my own. It was not very large, but it was an outlying portion of my farm, it was exceedingly inferior bog land, on which any reclamation that was ever done I did it. It was entirely inferior land, and when the lease dropped there was a rise of at least 3s. Of course that rise was not a very large rise per acre, but still, when the very inferior quality of the land is taken into account it was considerable.

6125. What did you pay for the land before?—The land was not drained, it was clay originally almost to the surface, and almost unsuitable for the purpose of tillage. I paid 15s. an acre.

6126. Including this bog land?—On the bog land alone it was raised to 18s. at the termination of the lease.

6127. Did you think that an unreasonable advance?—We are so invariably accustomed to the rise of rent, that when the rise is not very much, although we don't acquiesce in the justice of it, at the same time we just think we might be worse.

6128. But it is creeping up?—It is creeping up invariably.

6129. And in that way, indirectly, confiscating your tenant-right?—Undoubtedly so. If you would allow me to state my own case, I will give a better illustration. On the farm and the place in which I live, my forefathers have lived the greater part of 200 years. I have rent receipts of the house for 170 years. I have my farmstead and premises insured for £850, that does not include all my farm premises, but one block of holdings I have insured at £600; every stone, every beam of timber, and everything else belonging to the buildings was placed there either by myself or my father, without any assistance or direction, or interference whatever by the landlord. These buildings have been put up, and in addition to that on the farm I hold, every improvement, every ditch, every sewer, every drain, everything since the land was in a state of absolute nature has been performed, either by myself or by my ancestors. In 1832 my father took out a lease for part of the farm, it was a fined-down lease, and paid £92 6s. on that lease.

6130. What rent did he pay then?—I pay on an average for my whole farm, about 22s., but the fined-down rent as far as I can recollect, is 18s.

6131. At that time it was fined down to 18s.?—Yes. In 1839, another lease was fined down, and a fine of £83 16s. paid upon it for another portion of the same farm. My contention is, my father paid these fines to allow him to remain in the enjoyment of his own improvements, because the rent of the farm in a state of nature in my estimation should not run so high.

6132. Has it been raised since?—The leases have not dropped since.

6133. They are on the eve of dropping I suppose?—They are not exactly on the eve of dropping, they are materially good yet.

6134. CHAIRMAN.—Were there any covenants to build or make these improvements in the lease?—None whatever; rather in the contrary direction, because these improvements were nearly all made, with the exception of what I have made, previous to the leases being taken out.

6135. Mr. SHAW.—Would you give the landlord no increase of rent owing to the improvement of general business or the growth of a town in your neighbourhood?—My farm is not influenced by locality, that is by nearness to a town, and I would say the course of agriculture has been downward not upward.

6136. You are in favour of having arbitration in cases of disputes about rent?—Decidedly, I think that would be the first step towards any settlement of the question that is possible.

6137. Each party appointing an arbitrator?—Each party appointing an arbitrator.

6138. And a Government official perhaps as umpire, a skilled man at all events?—He ought to be a skilled man under limitations, for instance the land cases that

come into the law courts in the north of Ireland come before men who have not in many instances a technical knowledge of the Ulster custom, in other cases they are the sons or relatives of landed proprietors, and we may talk as we like, but class feelings and prejudices permeate society in Ireland, and it is impossible, humanly constituted as we are, that such should not be the case, and in many instances we believe that the chairmen of Quarter Sessions are influenced by the class prejudices existing in the society to which they belong, because the decisions in these courts have been marked by very great unevenness, even in counties touching upon each other, so that as another limitation upon the judgment of the Government official we contend—and I think it is a reasonable contention from the case I have just placed before you—that the landlord's interest and the tenant's interest in the improvements are two distinct interests that ought to be separated as far as possible in decisions. Now, for instance, the mass of improvements that I have made, in assessing a rent I should not be assessed for those improvements, the money going into the landlord's pocket. We are most anxious that an understanding should be come to upon the whole question of the land, that the tenant's improvements and the landlord's interest should be kept separate, that rent should not be assessed upon the tenant for the proceeds of his own industry or improvements, and more than that, a deep feeling of unrest and dissatisfaction prevails even in Ulster, and I believe will never be quieted until there is some brake placed upon the renting power of the landlords.

6139. And you think arbitration would be the most simple?—Would be the most simple means. I believe that the Earl of Yarmouth cannot be surpassed in the north of Ireland for an excellent landlord, but at the same time I look upon his holding the property on which I live as a favourable incident in connexion with that property, but the system is the thing to which we object; certainly he is an excellent landlord, and has shown himself a very humane and considerate man.

6140. If the land question was settled would you be in favour of a general valuation of Ireland, or would you only have a valuation of tenements where disputes arose?—Well, I think, of tenements where disputes arose. But in those cases if the landlord or tenant saw they were greatly advantaged by them, a very great number of cases would be created because a feeling of dissatisfaction would take place either on the landlord's or tenant's side.

6141. Then things might be worse than they are?—They might be worse than they are in this respect, that if the tenant's property or interest in his buildings and improvements is not separated from the landlord's interest in the fee-simple, I think matters are certain to go on from bad to worse, and that agriculture as an industry will be nearly ruined in the north of Ireland.

6142. We have had very sensible and skilled men before us who know the north of Ireland, at least districts of it, and they say if rents be settled by arbitration, thoroughly separating the interests you speak of, that rents would be raised generally in Ulster and it would be worse for the tenant; has that point occurred to you?—It has occurred, and we think that very much the contrary would be the case; we believe notwithstanding the rent the landlord receives for say the fee-simple of his soil, and such advantages as he may gain perhaps from some other circumstances, that the rents must be lowered, in fact agriculture demands it.

6143. And that even if such a law were made as you have proposed that rents must greatly decline; is that your opinion?—Mr. Gray.—Yes.

6144. But you know we are now passing through a serious ordeal in agriculture; the low prices and bad years have affected agriculture very much, and it is not fair to take these years as a specimen. If you lowered rents you would give the power of raising rents afterwards?—Mr. Gray.—Under a system of arbitration,

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if a landlord thought he was getting too low a rent I would give him the option of asking for an arbitration.

6145. That land of yours that was worth so little when your ancestors took it, if it were in the same state to-day as when they took it would it be worth more rent?—Mr. Swann.—It would not be worth 10s. an acre.

Mr. Gray.—It would not be taken at all now.

6146. Mr. SHAW.—You are only speaking from general ideas now?—Mr. Swann.—I am speaking from experience of the soil.

6147. And what you have heard?—Yes.

6148. Is that the case generally in your district?—It is possible there are pasture lands that would be worth more, but the land I have come in contact with and have been obliged to farm, would not be worth 10s. an acre at the present time.

6149. CHAIRMAN.—Is yours high land?—It is rather low in the valley of the Lagan.

6150. Is it wet land?—It had all to be drained by myself or by my father, and it was all covered with brushwood. In old leases there are covenants with regard to the eradication of the brushwood, so that it was very much in a state of nature a couple of hundred years ago.

6151. Mr. SHAW.—You farm more land than that?—No, I do not. I am engaged in fruit farming as well as ordinary agriculture.

6152. Then you would not be at all afraid of fixing rents by arbitration, and you think it would not affect injuriously the tenants of the north of Ireland?—I think arbitration is the only opening at present, as far as I can see, and it is the only opening to which I have turned my attention.

6153. Have there been any cases of tenants purchasing their holdings in your neighbourhood?—None have become proprietors under the Bright clauses.

6154. Would you think they would be desirous if facilities were given by Government?—There would have to be very large facilities, for at present the farmers have not the capital, they could not generally pay one-third.

Mr. Gray.—In some cases they could.

6155. Mr. SHAW.—But if tenant-right was defined as you say, do you think they would care much about purchasing?—Mr. Swann.—They would care less, indeed. Of course I am not badly off, being surrounded by leases, but I have the feeling of dissatisfaction that all this property may be lost to my descendants and be encroached on by higher rents, because if the present state of things is continued the increased rent will be a great leap when the leases fall out.

6156. You are living on one of the best estates in the north?—I am, and I believe the landlord is unsurpassable in his public and private capacity. I am completely enthusiastic about him.

6157. Yet you have that feeling of unrest?—I have.

6158. The farms are generally small, I suppose, in your neighbourhood?—They are small compared with farms in the south or in England. They are tillage

farms, in which the tillage is closely looked after, and a rotation closely pursued; in fact on some of our small farms as much produce is raised and sent to the market as on a farm much larger in other parts of the country.

6159. Thoroughly well farmed?—Yes, thoroughly well farmed; in fact the best features of northern industry are exemplified in those localities to which I refer.

6160. How are you off for labourers; have you then by the year?—We can have them by the year or week. We are well off for labourers in the localities to which I refer, and in which I am situated. In former times cotton and linen were manufactured by hand-loom in the cottages, but that trade has very much decreased of late. The cotton has almost deserted the country owing to the fact that it has been put into power looms in Glasgow and Paisley; linen is still affording a pursuit to cottagers in the country. The children that are not acting as weavers are always ready to come and act as farm servants, and labour is always plentiful.

6161. Have you always fixed labourers on your farms?—Always fixed labourers.

6162. And how much do you pay per week?—10s. or 12s.

6163. Do you give them a cottage?—The cottage is nearly always free.

6164. And a garden?—Always a garden, and in addition to that we give them potato ground. For instance, on my farm there is an acre and a half or two acres of potato crop, on which all the manure they can sweep off the roads or collect about their cottages is placed. I have a good many cottages in which weaving is carried on, and they will raise as many potatoes off my farm yearly as, if sold, would pay the rent of the cottages for a year.

6165. And you get your land manured?—I get my land manured. I have no legal hold but in honour. I expect that those people will help me in the harvest and when I am pressed for labour, and I find it is so, but I pay them good wages.

6166. CHAIRMAN.—Is there a good state of feeling between the farmers and the labourers on that system?—Oh, yes, very good. The fact that the farmer, without any defined obligation, gives them land free for seeding potatoes on his farm, creates a good state of feeling.

6167. Mr. SHAW.—Do you know any cases on other estates where rents have been raised on the falling in of leases or a change of tenancy?—Oh, yes; it is the general custom. On the Downshire estate, which may be taken as a model estate, the thing is universal.

6168. CHAIRMAN.—Would you prefer a fixed period for a change of rent, if it was to take place, say every twenty years over the whole of the estate?—I think that if such a period occurred now, it would be a period of lowering of rents. I think a person in all fairness can hardly object to a re-valuation, but certainly a tenant should not be assessed for his own improvements, for that and the gradual raising of rents is the great grievance with us all.

Mr. William
Gray.

Mr. WILLIAM GRAY examined.

6169. If you will allow me I will give the Commissioners an instance of raising of rents in my own locality, on Sir Thomas Bateson's estate near Moira. A farmer named Gilliland died in the spring, he held seventy-six acres at £96 a year. His family, after his death, offered the farm for sale, the rent was raised to £114, and the consequence was there was no one to take it.

6169A. Mr. SHAW.—When did that occur?—Last winter.

6170. CHAIRMAN.—That is, that on the proposed sale notice was given that the rent would be advanced?—Yes, in fact the rent is raised, the Gillilands had to hold on. I know a young man, a cousin of mine, that

if the rent had not been raised would have been a buyer.

6171. Mr. SHAW.—They had made all the improvements, I believe?—They had.

6172. The landlord had done nothing?—He had done nothing.

6173. CHAIRMAN.—And you say it has been raised on them without the sale taking place?—Yes. That farm was sold eleven years ago by a Mr. M'Allevy for £1,100, a man of the name of Millis bought it and sold it again to Gilliland.

6174. Mr. SHAW.—What did Gilliland pay for it?—I cannot give that. A very good illustration of the fear some farmers have throughout the country, is the

state of things I am speaking of. The farmer that knew these facts, I asked him to come down here and state these facts; he said he would not, he dare not on account of the office. I said if he would allow me to go over to his place some evening, he could give me the facts. He said, he would rather I would not go to his place, and he met me at a mutual friend's after dark and gave me the facts.

6175. It was not the tenant who gave it to you?—No, it was a tenant on Sir Thomas Bateson's estate, the tenant dare not. This raising of rent on Sir Thomas Bateson's estate is an innovation since the passing of the Land Act. My father sold a holding on that estate to the highest and best bidder, and my uncle also purchased a farm, and there was no restriction whatever, and no rise of rent. Another case occurred in which a Mr. Woods, in 1864, bought a farm by private sale, and was accepted by the landlord without any objection. This Mr. Woods died a few years after, his widow kept the place until 1874, and then offered the farm for sale, and Mr. Heron proposed to become the purchaser, but when they went into the office Sir Thomas Bateson's agent would not accept him as a tenant, upon the ground that the rule of the office was, that there should be only £10 an acre paid. That rule was unknown until after the passing of the Land Act.

6176. CHAIRMAN.—What was the name of the agent?—Dowie; he also said that he would raise the rent 5s. an acre. Heron refused to take it. Shortly after the agent went to him, and gave it to him for three years at the old rent, but at £70 less than he offered, so that the widow got £70 less, but at the end of three years it was raised 5s. an acre.

6177. You hold a farm?—I do, under Sir Richard Wallace, in the same locality as Mr. Swann, his farm and mine adjoin.

6178. What is the size of the farm?—68 acres.

6179. Have you anything in your own case especially that you wish to mention?—Nothing in my own case, I hold under a lease.

6180. You mentioned a case under the Land Act?—A case has occurred of a modern innovation upon Sir Richard Wallace's estate, which was successful. The Rev. Mr. Hastings, a Presbyterian minister, offered £120 to Edward Hare, for a place that Hare was offering for sale; the office interfered, and Hare had to accept £90 from a Mr. Flanagan, by arbitration.

6181. You are clear the custom was changed since the Land Act?—Since the Land Act, and I would wish to give further cases before the passing of the Land Act, when the late Dean Stannus and his son Walter were managing the estate for the late Marquis

of Hertford, to prove that this is a modern innovation. About three years ago a farm was sold in Ballinderry by Mr. Hope to Mr. Jebb, of 150 acres, no notice was given to the landlord or agent of the sale at all, and Mr. Jebb was with Mr. Hope purchasing the farm when a clerk out of the office passed and asked them what they were doing, and said they ought to have given notice. They went on with the sale, and then went into the office, and he was accepted at once. I want to show it has existed since the passing of the Land Act, and it is only lately that it has been objected to. Dean Stannus, the agent purchased land. I know a piece of exceedingly bad land, fit only for making bricks, the tenant of it had to leave and it went into the hands of the office, who sold it to a neighbour of mine. Another case was Mr. Money's, who purchased the tenant-right of another farm almost adjoining mine, from Dean Stannus, and Dean Stannus, in a public speech at an agricultural dinner in Lisburn, stated himself, that the tenant-right which we had upon the Hertford estate, and what was known as the Ulster tenant-right, was the very best security a landlord could have for his rent, and he believed the greater input the farmer had in his land, the landlord had so much the more security for his rent.

6182. You say there are other cases of that description, but you give this as an example of the class you complain of?—Yes. I have just one thing to say in reference to arbitration of rents, what I propose is that a registration office be established in each petty sessions district. If a landlord thinks he is getting too low a rent for a farm he gives notice to the registrar in this office, the registrar gives notice to the farmer, the two meet, each appoint an arbitrator, the arbitrators select an umpire, the rent is settled by those three, and this settlement is binding upon both landlord and tenant, neither of them would have the right of appeal to any court—make that the law of the land.

6183. For how long?—Fourteen years.

6184. That would be too short, we would have endless arbitration?—I think I would leave that to the wisdom of the Legislature, and if the tenant thought he was paying too high a rent let him pursue the same course as the landlord.

6185. Would there not be the danger of a tenant who had let his farm run down getting an arbitration when the land looked worth nothing?—I don't think that is the tendency in the north of Ireland, for if a farmer can keep his land in good condition it is so much to his monetary profit to do so. We don't know much of the Scotch custom.

A—B—, a tenant-farmer, examined.

I hold 150 acres, I reclaimed it.

6186. Mr. SHAW.—What part of the country?—Stoneford, four miles from Lisburn.

6187. CHAIRMAN.—On whose property?—Sir Richard Wallace's. There was a thirty acre farm that they could not get the rent out of, the land was bad and they never got rent that they had not to process the tenants for. The office took the land from the parties and kept it for a year or two and sold it to me; the rent before they got it was 4s. an acre and when I got it they would not give it at less than 11s. I gave them a fine, and tilled and manured and made it arable, then they revalued it and made it 15s.

6188. Mr. SHAW.—How long is that ago?—About eight years ago. It is twelve years ago since I took it.

6189. CHAIRMAN.—You cannot complain of the original price, because you took it of your own choice?—Certainly, I agreed to that.

6190. Within three years the rent was raised?—It was, in four.

6191. Mr. SHAW.—Is it worth it?—It is worth it now with what I have laid out on it.

6192. Otherwise it would not be worth it?—It was not worth the 11s. hardly.

6193. Do you live on it?—I do.

6194. Did you reclaim much of the mountain farm?—I drained it all.

6195. What do you pay for it?—Some of it £1, some of it fined down lease.

6196. Do you hold that on lease?—This part is not leased, but a great deal of the land is leased. My father fined down a great deal of it, the lease is for lives, and I am one of them myself. When we got it, I remember the time the fine was paid, it was covered a great deal with cat-tails. The first year we got it we were near mowing the heads off the water hens. That land is reclaimed and when the lease is done I don't know what they will do with it.

6197. You consider the tenant-right will exist at the end of the lease?—I do.

6198. That is the custom of the country and the custom of the property?—Yes.

6199. But the rent is uncertain?—The rent is uncertain.

6200. And you don't know how much of your rent

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A—B—,

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A— B—.

will be confiscated?—Exactly, if I don't pay what they like, they will put me out of it.

6201. That is what you complain of?—Yes.

6202. CHAIRMAN.—Do you think some fair means of arbitration is the best way to arrive at the rent?—I do.

Mr. Gray.—Our complaint is not of the landlords, it is of the land law, it is in an unsettled state, and it gives to one man the power of appropriating to himself in one way or another our property. No subject under the British crown can have his property appropriated by another man but the tenant farmer.

6203. CHAIRMAN.—At the time the Land Act passed was there an impression that the tenant-right as it existed at that time was made legal?—Mr. Gray.—There was, but we found that the word "usages" inserted in the Act, gave the landlord an opportunity of inventing these office rules which were unknown in our locality before it.

6204. But they cannot legally make fresh rules. Is not the difficulty that the Land Act did not provide a sufficient remedy?—Mr. Gray.—Yes.

6205. Because the words of the Land Act are that the "usages" are declared legal, and they are to be enforced by the provisions of the Land Act. Well, you have found that those provisions are not sufficient to prevent these restrictions on the original custom?—Mr. Gray.—We found that they took advan-

tage of that to say that their office rules are part and parcel of the Ulster custom, which we know were not enforced on the estate before the Land Act.

6206. Mr. SHAW.—But the power of raising rent, you think, should not be put into the hands of any man?—Mr. Swann.—That is the maddening part of it. I had a brother-in-law, who lived under a landlord in Ulster, a very good sort of a man in his own way, and yet the ideas of right and wrong in that man's mind were so confused that he called upon his tenants to pay, each a share of his income tax to the Government—a share of his income tax, derived from the land he rented to the tenants.

6207. And they paid it, I suppose?—Mr. Swann.—In a few instances they did, but my brother-in-law refused.

A. B.—I will give you another instance; a valuator on a farm of a friend of mine was going out to revalue the farm, and he asked me to go with him, and I declined. "Why," said he, "will you not go? He is a friend of yours, and I wish to do as well as I can for him." I went with him, and the first or second word he asked the tenant was, what money he had. He said, "Very little." Then he said you must give me £5, and he went and borrowed £5, and the result was the valuator put so much rent on him he could not live.

[The Witnesses then withdrew.]

Mr. Joseph Perry, Downpatrick; Mr. Edward Gardner, LL.B., Downpatrick; Mr. William James Moore, Belfast; Mr. Patrick Murray, Castlewellan; Mr. James M'Aleenan, Castlewellan; Mr. John M'Nab, Castlewellan; and Mr. Joseph Smylie, Castlewellan, were examined together.

Mr. JOSEPH PERRY, formerly Secretary of the Down Tenant Farmers' Association, examined.

Mr. Joseph Perry.

6208. CHAIRMAN.—You live at Grovehill, Downpatrick?—Yes.

6209. A tenant farmer?—Yes.

6210. And Secretary to the County Down Farmers' Association?—I was for four years.

6211. What is the size of your farm?—Nearly one hundred and thirty acres English.

6212. You act also in collecting rents?—Yes, I collect rents from seven small tenants.

6213. Are you acquainted with the estates, and circumstances connected with them generally in Downpatrick and the neighbourhood?—Yes, my lord.

6214. Well, now, I think we have heard a great deal about the actual meaning of tenant-right, according to the Ulster custom, which has been explained to us as being continuous occupation of a farm by the tenant on payment of a fair rent, with a right of free sale?—Yes, my lord.

6215. You take that to be the Ulster custom, pure and simple?—I do, my lord—continuous occupation, free sale, and fair rents.

6216. You wish to give evidence on the subject of restrictions that have been put upon that?—There are several large estates within a few miles of where I live. When I was a boy—say fifty years ago—the same custom of free sale existed, on all.

6217. Mr. SHAW.—Without restriction?—Without restriction. The first that I knew to limit it was the late John Waring Maxwell. He limited the price to £10 an acre for some years. He then denied the custom altogether, and gave his tenants what he pleased, if they were unable to hold their farms, to take them to America.

6218. CHAIRMAN.—What time was that?—About the year 1834 or 1835. I remember a farm in the parish of Inch on his estate sold at £20 the Irish acre by a grandaunt of my own.

6219. With the knowledge of the landlord?—With the knowledge and consent of the landlord, and he accepted the tenant. Mr. Gardner has a list of sales made on the property. For several years Colonel Forde appointed his own valuator to fix the price for the tenant's property in his farm.

6220. Mr. SHAW.—On sales?—On a change of tenancy, he would select the man who was to receive it, and appoint his own valuator, to say what the price should be.

6221. CHAIRMAN.—At that time?—Yes, my lord, at that time.

6222. Mr. SHAW.—When was that?—He originated this about the famine years.

6223. Does that continue still on his property?—Within the last twelve months the matter has been brought out in the papers, and he is allowing arbitration.

6224. CHAIRMAN.—Then you say that on the faith of the custom the tenants made a great deal of improvements?—No question of that. I believe the tenants did the whole of the improvements except in a rare instance. The landlord might give slates for a house, and Mr. Maxwell after he denied the custom paid a small sum per perch for drainage—something to encourage his people to go on, because they had lost heart altogether. On Lord Bangor's property, a plan existed of limiting prices to £5 an acre—at least he makes the purchaser sign an agreement that he is only giving £5, and will be satisfied to give up his farm for £5 an acre if he wishes to leave it again, but the purchasers tell me the agent knew perfectly well they were paying far more. I have a number of cases in which large amounts were paid outside that.

6225. Mr. SHAW.—That was, the tenant fixed the price for himself?—The tenant fixed the price for himself. My own idea was that as soon as he had it in operation for a number of years he would allow nothing but the £5.

6226. Does it continue to the present day that restriction?—I don't wish to impute motives, but during the contest for the county the last election, the agent gathered his tenants together, and told them he would adopt the plan of Colonel Forde, and allow arbitration. However, Colonel Forde's plan is not a proper arbitration, because the two arbitrators, one appointed by the buyer, and the other by the seller, have not, as far as I understand, the appointment of the umpire. Colonel Forde appoints the umpire, and they must be

tenants on the property who are appointed as arbitrators.

6227. CHAIRMAN.—And a tenant on the property appointed as umpire?—The Colonel reserves the power to appoint the umpire, but as yet the two arbitrators have agreed. There have been very few cases as yet, it has not been so long in operation.

6228. I understood you to say that on Lord Bangor's estate they were confined to £5 an acre as the purchase money, but that larger sums were given, and that larger sums were given was known to the office?—It was within the knowledge of the office that larger sums were being paid. It is the statute acre, of course, that I am talking about. Well, my lord, there is one thing, that where tenant-right cannot be denied, in several cases since the Land Act came in, where they cannot prevent free sale they have adopted the plan of raising rent at the time of the transfer of a farm.

6229. Mr. SHAW.—On all these estates?—No, I don't know on all these estates, but on the Downshire it is done, and on Downpatrick we have free sale given us, but they destroy it by raising the rent.

6230. CHAIRMAN.—Recently introduced?—Yes, recently; since the Land Act.

6231. Will you mention some estates where the custom has been restricted by a general raising of rents since the Land Act?—Yes, my lord, the Annesley estate.

6232. Mr. SHAW.—Rents raised at the termination of a lease or on change of tenancy?—Yes; it is on change of tenancy we complain of, and it is not on the termination of the lease—that we think is natural. We don't object to it.

6233. CHAIRMAN.—Has any question arisen on the subject of tenant-right continuing after the termination of the lease?—Yes, my lord, we had a very celebrated case in our county in 1872, where, on the estate of Mr. Beauchere, tenant-right was denied to Mr. Menown for a farm of seventy-two acres which he had reclaimed the principal part of, and brought it to be what is called a model farm, and when the life died, they refused to renew the lease to Mr. Menown at all, and noticed him to quit. The matter was defended before the Land Court; the chairman held that there was tenant-right at the end of the lease, and awarded Mr. Menown £1,400. Mr. Menown did not object to the revaluation of his farm, and a fair rent being put on it. The landlord appealed, and brought the case to the Assizes, before Judge Barry. After hearing the evidence, Judge Barry took three months to consider the question, and then decided that it was not proved to his satisfaction, that tenant-right existed on the estate at the end of the lease, and remitted the matter to the chairman to compensate the tenant for his improvements. Mr. Menown was then awarded £530 6s. 6d. After the matter was decided, Mr. Menown had very little for his own pocket, after the law costs. That raised a storm in our county, and my friend, Mr. Moore, asked me to assist him in forming the Down Farmers' Association to defend our rights. We did so, and returned Mr. James Sharman Crawford to Parliament, which caused those who forced on the Menown case to repent, and they have been bringing in Bills ever since to remedy the matter.

6234. Mr. SHAW.—It is allowed on all the good estates, I suppose?—I never heard it denied before that case; in fact, I had it on the very best authority that the agent in that case was put forward by the landlords of the County Down to test the question whether tenant-right existed at the end of a lease or not, according to the Land Act.

6235. CHAIRMAN.—Your evidence is, then, that the tenants, feeling insecure as to whether the rents may be raised upon them for their own improvements, hesitate to embark on improvements?—No question of it, my lord. There are few properties in the county on which they are not afraid to improve. Of late this rise of rent at the time of the sale, has acted most injuriously on the improvement of the country.

6236. Would your view be that there should be no rise of rent at any time?—No, my lord, I don't object at all, if times were improved and the circumstances of the country warranted a revision of rents. I have not the slightest objection to a revaluation of rents, if landlords are entitled to the increase of rent from other causes than the tenants' improvements. I think they are perfectly entitled to it.

6237. Which do you think would be the best time, on sales or at some fixed period?—The general rule has been for the landlord to have a revaluation of his property at any time he chooses, and at the fall of a lease the rent was certain to be increased.

6238. Are there any leases, on the properties you are speaking of, existing?—Not that I am aware of; on the Downshire property I think there are.

6239. But, speaking of it as a person holding as a tenant from year to year under tenant-right, would you say the better time for a revaluation would be at a fixed period?—Yes, I should say so.

6240. Or at the time of a sale?—At a regular fixed period, I would rather have it, than at the time of a sale, because it destroys the confidence of parties.

6241. In case of a sale now on these properties, or some of them, is it the custom to give notice at the time of the sale what the rent will be afterwards?—I believe it is, my lord. If the tenant wishes to sell, he goes to the office. He is told he is welcome to do so, and the rent will be so much.

6242. I see you say that the great evil at present in Ireland is want of confidence that the tenants will enjoy the fruits of their labour?—Yes, my lord. I was on the property of the late David Stewart Ker. I knew he was embarrassed, and I was afraid the estate would pass to the hands of a gentleman who denied tenant-right altogether, and I asked for a lease. I got a lease of a portion of the place, and since then I have expended at least £1,500 on that security.

6243. Mr. SHAW.—A long lease I suppose?—Ninety-nine years.

6244. CHAIRMAN.—Do you believe the Ulster custom would be advantageous to every holding in Ireland, both to landlords and tenants?—I do, my lord, I am firmly of opinion it would be of advantage, both to landlord and tenant, if every property was managed like the Londonderry or Sharman Crawford properties, where the tenants are certain no advantage will be taken of their investments.

6245. I see you speak of cases where there is a revaluation, you say that in all cases the rent should be a fair rent, and should be decided before instead of after an eviction taking place for a dispute about rent?—Yes, my lord. If my landlord tells me I must pay £25 of an increase, and I think it is too much, my only remedy is to refuse to pay it, get evicted, and then claim compensation for the value of my tenant-right or improvements. It requires a man with great courage to run the risk of losing nearly everything he has, and go through the law courts. He will submit to very great injustice before he will go to law with his landlord, and I think there should be some better mode of ascertaining a fair rent before they go to expense and law.

6246. At present it is only by the decision of the landlord himself?—At present the landlord merely says the rent is to be so much, and the tenant has no appeal except to refuse to pay.

6247. Are you aware of cases where it has gone to arbitration?—I am not aware. A just landlord may say he will arbitrate, and see what the fair rent is, but, as a rule, landlords insist on having what they think themselves is fair.

6248. And you think arbitration would be a fair mode of settling differences?—Yes, my lord, I cannot see what would be fairer.

6249. You think the landlord should name one arbitrator?—I do, and the tenant another.

6250. And there should be an impartial umpire?—Yes, selected by the two they appoint.

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6251. Have you any evidence to give on the subject of leases?—No, not much.

6252. They are not very much sought for?—We would rather do without them.

6253. Have the landlords been in the habit of contributing towards improvements on the holdings either before the Land Act or since the Land Act?—Very little. Some of them did give a small sum per perch for drainage, and, in a few isolated cases, they might give slates or timber for a dwelling-house or barn. I have known, on Colonel Forde's estate, slates or timber or perhaps both given, and, if the farm was sold, the price was the first money deducted from the purchase-money.

6254. Was that before or since the Land Act?—Before the Land Act.

6255. Has it ceased since the Land Act?—I think there has been little done since the Land Act by the landlords.

6256. Then it has checked improvements both by the landlord and tenant?—Oh, no, I don't think it has by the tenant.

6257. We have been told it has checked the improvements of the tenants from a feeling of insecurity?—There is a feeling of insecurity, but it was not the Land Act, it was the rise of rent at the time of sale, that was not practised previously, that has checked the improvements.

6258. Then, was the rise of rent under these new rules the result of the Land Act?—Yes, I suppose that was the fact.

6259. I see you say that in your opinion the Land Act has been fairly interpreted in your neighbourhood as elsewhere?—Yes, I think in the county Down it has been as fairly interpreted as elsewhere by the County Court Judge, but as I say we did not like Judge Barry's interpretation of it. I believe a great many Judges, as a matter of fact, are deciding what they know nothing about.

6260. Mr. SHAW.—Mr. Johnston is your chairman?—Mr. Johnston was, and he is an Ulsterman, and understands the custom.

6261. CHAIRMAN.—Can you give us any information about the purchase by tenants of their holdings?—Very little, my friend, Mr. Gardner, can give it to you, he has been employed by some tenants in the purchase of their holdings.

6262. Can you give any information on the subject of the reclamation of waste lands?—There has been reclamation of land going on in a great many farms in the neighbourhood, where there was a portion of the farm waste. If a man had a piece of swamp or rock, he would quarry the rocks and drain the swamp, and I can point to hundreds of acres that are worth ten times what they were within my memory, but it has not been carried out to a large extent.

6263. Has it decreased in consequence of the increased price of labour?—I think so.

6264. How do you stand with regard to the labourers in your country?—Labour has increased in value, labourers are better paid than they were some years ago, but within the last two years it has not been so dear as it was.

6265. Do they usually hold from the farmers or from the landlords direct?—The labourers hold from the farmers, and have cottier houses, but a great many small farmers work with the neighbouring farmers as labourers.

6266. You say that the Land Act does not give to the tenants in other parts of Ireland all they have a right to expect by giving compensation for disturbance, and compensation for their improvements, but that the tenant who wishes to change his residence should also be at liberty to sell his right of occupation and improvements to any person to whom the landlord cannot show a reasonable objection?—I believe he should.

6267. That would not apply to the question of disturbance, where a tenant was wishing to change his residence, disturbance would not be given then?—The

tenant cannot claim anything if he wishes to change his residence, but the Act says, if the tenant is disturbed by his landlord he should be paid for it. Now, that shows he has a property in the farm, and he should be at liberty to sell it to any solvent man, and the tenant has a right all over Ireland to be paid for improvements and disturbance. Therefore the Land Act has made legal a property for him in the soil, and it would be a very small measure to give him power to sell that property.

6268. You think he ought to have it under the head of his goodwill in the holding?—I think so.

6269. As to the landlord having the power to dispossess a tenant who pays a fair rent, what do you think of that?—I don't think he should have the power. My own family and myself have been on one farm for perhaps 200 years; within my own memory the estate has had three owners, every field and fence in that farm some memory or association is fastened in my mind, something happened there, or there was some story about it, and I think it would be a far harder thing for me to be turned out of it, than for the landlord, and I think, morally speaking, my right to remain there is as good as a landlord who is a stranger to the farm.

6270. You think under no circumstances should a landlord resume possession making full compensation?—I would not say that under some circumstances he might not. A man might be disturbed for public purposes.

6271. Mr. SHAW.—The county Down I suppose is thoroughly well farmed?—As a general rule the greater part is.

6272. Are the farms large?—Not large.

6273. And all the outlay, as a general rule, has been made by the tenants?—A very large proportion of the families in Down are descendants of English and Scotch colonists, who came there two hundred years ago; since that—and in faith of enjoying the vested interest which was promised as an inducement to our forefathers to settle in and colonize the country, and they also had to protect and defend those who obtained the confiscated estates—since that every dwelling-house, office, bridge, and county building, has been built, every road, drain, and fence, has been made by the money and labour of the tenants.

6274. And all this is the result of tenant-right?—All this is the result of tenant-right.

6275. And you think the result of a gradual increase of rent would be a great calamity to the country?—No question of it, in the world.

6276. It would unsettle the minds of the people?—Yes; and if matters had gone on for a short time as they were with us, at the time of the Menown case, we would have been worse than they are in the south of Ireland.

6277. And there have been cases with you where rents are raised on a change of tenancy?—Yes.

6278. Are they raised to any great extent?—As a rule they are not raised very high on the good estates.

6279. Are there many changes of tenancy on those estates?—Not a great many, but some; after last year there will be several. I know at the present moment two or three farms that would be sold, they are in the hands of very poor people at present, and they are afraid to propose a sale for the rise of rent that would be put on, and were it not for the rise of rent, those farms would be transferred to men who are better able to work them.

6280. I suppose you think this tenant-right would be good for all parts of Ireland?—I am perfectly satisfied of it, and if it were enjoyed all over Ireland the country would be much more prosperous and contented.

6281. Are rents high in Down?—I would not say the landlords had been harsh in that way; there are a few small men who do charge exorbitant rents.

6282. Supposing this land question was settled, and the right of settling rents by arbitration were given,

do you think that would be against the tenants generally or for those in Ulster?—I think it would be an advantage to the tenants that they had a right to arbitration upon it.

6283. The landlord, of course, could say, "My land is let too cheap," and would have a right equally with the tenant to ask for a revaluation?—Yes.

6284. Would there not be a danger of rent being raised?—On some estates there would, but I think a just good landlord could as easily raise them now as then.

6285. You think they would not meddle with it?—I think they would not.

6286. But the passing of the Land Act has made them meddle with things they did not meddle with before?—It has, this rising of rent and some other little matters.

6287. And if they had this power of arbitration the good landlords might say they might as well have these two or three thousand pounds extra?—Yes, they might.

6288. We have had evidence that the land is let for less than its value excluding the tenants' improvements?—I believe if it were possible to hand the land back to the landlords of the county Down in the state in which the predecessors of the tenants received it, it would not be worth one third of the rent now received, notwithstanding the improved times and the growth of towns.

6289. Now supposing the question were taken up in this way that you would say to the landlord—"Well you have this right of raising rent, and under

the new bill we propose to give you the right of increasing rent by arbitration; what will you take for this right and be done with it, and give us a perpetuity at fixed rents?" Would that be availed of by the tenants? We have had evidence of estates where rents were fixed down, and fixed for long leases on the giving of fines, would that be availed of to a great extent by tenants?—A good many tenants would and other men would not see the advantage of it.

6290. They would not have the money?—Yes.

6291. But you think if they had the money they would do it?—Yes, anything to get security.

6292. Well Government might say "You don't want to get the fee-simple of that land or banish landlords; you want to keep them; they are ornamental in the country and we will give you the money to pay for this perpetuity"?—If we could get perpetuity leases that the rent should not be raised it would be a splendid thing for Ireland, not for the tenants alone, but for the whole community. To my mind it would be much better than peasant proprietorship. I would far rather have it.

6293. And better than a sliding scale or valuations every seven or twenty years?—It would be decidedly the best solution for the land question. I think the tenants are nothing the worse for having a certain amount of rent to pay, it makes them industrious and work, and if that could be arranged it would be the best solution of the question.

6294. It would save a great deal of trouble in the future?—A great deal.

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Mr. Joseph Perry.

Mr. EDWARD GARDNER, I.L.B., examined.

Mr. Edward Gardner, I.L.B.

6295. CHAIRMAN.—What are you?—A solicitor and also rent agent for a small property in the neighbourhood of Downpatrick belonging to Colonel Craig and Mr. Craig-Laurie, two brothers.

6296. Any other properties?—No, my lord.

6297. What is the extent of those properties?—There are about a dozen tenants.

6298. Now you have heard the evidence Mr. Perry has given, I think I had better ask you if you would make any observation upon it or give your own views upon the subject?—I agree with what Mr. Perry has stated in reference to the Ulster custom, but perhaps I may be permitted to add that the occupancy right has its force mainly owing to the fact the tenants in Ulster improved their farms, and the improvements in the course of time became so merged in the holding that they ceased to be distinguishable. That would naturally happen, for the farms being improved side by side they could not be compared, in course of time, one farm with another.

6299. Then you don't divide it into good-will and improvements, but as arising altogether from improvements?—I don't attempt to say what the origin of the custom was, but I say that it has its main force in that fact.

6300. Mr. SHAW.—They are both there, the good-will and the improvements?—That is what is now called the good-will, the improvement element is the improvements which can be distinguished and pointed out.

6301. CHAIRMAN.—Then do you agree with him generally on the subject of the insecurity felt from restrictions upon the Ulster custom having been introduced?—I do, my lord. On Lord De Ros' estate the restriction was £10 an acre. On Mr. Ward's estate the restriction was to £5 a statute acre, the same as Lord Bangor's, and, as Mr. Perry has stated, Lord Bangor's has been changed by having what was adopted by Colonel Forde upon the Seaforde estate, an arbitration. Colonel Forde himself, in a speech he delivered some few years ago, after the Land Act, at Ballinahinch, stated he had himself changed the custom upon his estate by having two arbitrators appointed, one by the outgoing tenant, and one by the incoming tenant, and he

appointed the umpire, and in the course of a short time he changed that practice to appointing one valuator himself alone to settle the amount. Upon the Downpatrick estate there has been no attempt to limit the price, and the amount of the tenant-right has varied from time to time; sometimes large sums paid upon that estate, but the plan of increasing the rent on occasions of transfers has been adopted upon that estate. There would be no objection to have had regular valuations made at proper intervals, and to have adopted that valuation, but the course resorted to was the opportunity of transfer. That, of course, caused a great deal of discomfort amongst the tenants, and made them feel rather insecure about their tenant-right. The late Mr. Crawford was very strong upon that point; he set forth the argument very strongly in a correspondence he had with Mr. Brush, the agent for a considerable number of properties in the county Down. It was since the Land Act that plan was adopted. Now, there is the case of Mrs. M'Kee, Quoile, in the neighbourhood of Downpatrick: she had sold in Mr. Ker's time to David M'Glennon, and the rent was raised 11s., it appeared to have been for the purpose of making the rent an even sum of £30, and some short time after that M'Glennon sold the same farm to William Lascelles, and at that time an increase of £5 was put to the rent, making it £35, and he sold a short time after that to a man called M'Mullen, and there was an increase then made of 10s. to the rent.

6302. The objection is to the rising of the rent at all at the time of the sale?—At the time of transfers.

6303. And that custom has crept in since the Land Act?—Since the Land Act. This is upon the Down estate.

6304. You don't mean that there is any special hard case as to the amount of rent being put on, if there is, give it, otherwise the fact the general rule is enough for us to take down. The objection is to the general rule?—The hardship was very great in some cases.

6305. Mr. SHAW.—Have you any case where the advance of rent practically eat away the tenant-right?—Encroached materially upon it, I cannot say it eat it away entirely. There is the case of Mrs. Stitt—she

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was married again to a gentleman called Gardner at this time; that was a farm that contained about seventy-three Irish acres, and it was held at a rent of £114 7s. 11d. It was put up for sale, and £2,900 was bid for it. It happened at that time that the Down estate—Mr. Ker's—was in the Landed Estates Court, and a receiver was in charge; so that the matter had to come before the Receiver-Master in the Court of Chancery, and he interfered very considerably with the operation of the customs that had been practised on Mr. Ker's estate, and insisted on proposals being sent in, and set aside the sale that had been made, and increased the rent to £158. The sale after that realized £2,000.

6306. A loss of £900?—That second sale included a threshing machine and a boiler, and some manure that was on the premises, I suppose about £50 would be the measure for that.

6307. That was under the Court of Chancery?—Yes, upwards of £900 was lost in that way. In the present landlord's time there was a farm belonging to Moses Porter, containing sixty-one Irish acres, held at a rent of £108, and that rent on a sale was increased to £135. He considered that he lost by that change, a sum of £300. So that the hardship appears in this particular case, arising just out of the particular time when the change takes place.

6308. CHAIRMAN.—Have you any other specimen case?—There was a case occurred on the Ardglass estate recently, of a man called Grogan; there was 15s. an acre added in that case.

Mr. Perry.—That was an old lease.

6309. Mr. SHAW.—How much was the rent before?—Mr. Gardner.—The purchaser refused to take it even at a reduced price.

6310. CHAIRMAN.—Was it a fair time for a valuation?—Mr. Perry.—It was.

6311. Mr. SHAW.—Was not that a high increase?—Mr. Perry.—Well, it was. I made inquiries from some of his neighbours, and they told me what I tell you.

Mr. Gardner.—There are some cases here on the Castleward estate, where the agreement was signed admitting the purchase-money was £5 an acre; that is Lord Bangor's property. I have not a copy of the £5 agreement, but they signed it that the sale was for £5 an acre.

6312. CHAIRMAN.—In that case was the payment really more than £5?—Oh yes, my lord, in all cases. [Mr. Perry produced a copy of lease].

6313. CHAIRMAN.—This is what the new purchaser had to sign?—Yes. On the Finnebrogue estate tenant-right formerly existed. Mr. Perry referred to that estate.

6314. Who is the landlord?—Mr. Maxwell. We have instances in 1823 of a sale, at £12 per acre. James Cochrane, purchased from William Wilson, at that price, twenty-eight acres, and there is a letter of the then Mr. Maxwell, uncle of the present owner, to a tenant in which he says, "you must be prepared to give as much as another for the land." The tenant was then applying for three acres adjoining him, which were then to be sold.

6315. Has there been any interference with the right?—Yes, my lord. That continued up to 1836, as far as I have been able to learn. There are several other instances. The case of Morrison's purchasing, John Napier's purchasing, John Jennings purchasing, Robin Bassett purchasing from Mrs. W. Robinson, all free cases. After that period there was a restriction of £10 imposed, and in 1838, a man called John Cavan, was limited to the payment of £10 in his purchase. Shortly after a man called John Gray was also limited to £10, to purchase twenty-two acres. Sometime after that there was a limit to £5.

6316. What was the date of the £5 limit do you know?—I suppose it lasted till—

Mr. Perry.—It only lasted for a year or two, two or three farms changed at £5, and then it was only what he chose himself.

6317. On the whole there have been several re-

strictions on the tenantry?—It was before the Land Act this £5 was abolished.

6318. Then since the Land Act?—He disallowed the practice altogether. Part of this farm that John Gray purchased in 1838, it was twenty-two acres, he had increased it, and it passed under his will to a man called Gilchrist, he was offered when giving it up and going abroad, by a Mr. Allen, £1,350, and he was only allowed to give £900 in the shape of improvements.

6319. What was the date of that?—Since the Land Act. I would say within the last six years. There was an attempt in Ballybrannagh, with Adam Cavan, he was selling the tenant-right in about ten acres, there was £200 offered for that, but Mr. Maxwell, would not allow the sale at all.

6320. What was the date of that?—Mr. Gardner.—About four years ago, it was one of his best tenants who proposed to buy.

6321. Then you say he has taken away the tenant-right altogether?—Mr. Perry.—He has, my lord.

Mr. Gardner.—I don't say that as a matter of law, my lord; but that has been the practice on his estate.

6322. You mean as a matter of law he may not be able to do so?—Mr. Gardner.—He may not be able to sustain it.

Mr. Perry.—Every tenant on his estate is afraid to go to law with him on the subject.

Mr. Gardner.—I might mention the case of a tenant called Bingham on the Finnebrogue estate. He purchased from a Mrs. Robinson in 1854, and his deed of purchase expressed her tenant-right in it as being sold. The rent was at £60, and the farm was of such a nature and such condition that Mrs. Robinson was not able to maintain herself and pay the rent, had it not been that she had a small independence she would not have been able to live upon the farm at all. She parted with it, as I have said, to Mr. Bingham in 1854, and shortly after that he was noticed for an increase of rent to £62 10s., which was to date from the November of 1854. It contained 120 statute acres, and he describes it as having been only arable in spots at this time, a great part of it consisted of rocks and whins, and he could not say that more than half of it was arable, and that not in continuous parts.

6323. You see when we go as far back as 1854 people would say things have bettered since then, and the same thing would not be done now, and the great thing is to come up to the present time?—I am coming up to the proposal that was made to him in the present time. In 1863 there was 16 acres of unreclaimed land added with an increased rent of £7 10s. added, and in 1864 there was an agreement with a map for a lease for sixty-one years, the only condition being the building of a dwelling-house. Since that Mr. Bingham built the dwelling-house and extensive farm buildings. He also reclaimed this land. The full estimated value, as a rent, had been something like 5s. He has expended upon that an average of between £40 for some of it, to £20 for other parts of it, actual expenditure in reclaiming that land. He has reclaimed a great portion of it now. There is still some of it to be done. But in reference to all these improvements he had some conversations with Major Maxwell about an extension of the time of the lease, and he proposed, in 1876, to give him an extension for 61 years from that date. That lay over until 1879, when a proposal was made to grant the lease for the extended time. Well, this was the form of lease that was proposed to be given to him after all these improvements, which he estimated at something like £3,000, actual expenditure. "In consideration of the rent and the term of years granted, the whole improvements to become the property of the landlord at the expiration of the lease without any compensation being paid therefor, anything contained in the Land Act of 1870, or any other Act of Parliament now or hereafter to be made, to the contrary, notwithstanding."

ing." The rent was £70 that he had been paying, which he considered a very full rent indeed, so that he had no advantage as far as the rent was concerned, and after all those improvements that he had made upon the place, which certainly could not have been exhausted after any length of time at all, unless the cultivation of the farm had been neglected altogether, they were to become the property of the landlord. [Copy of proposal handed in.]

6324. In consideration of the sixty-one years' lease?—Yes, my lord. He proposed to suspend his power of confiscation for that period of sixty-one years. Then it contained provisions against assignment, sub-letting, and also reserving game, rabbits, and hares to the landlord. There was a case upon the Kilmorey estates, in the barony of Mourne, possessing some interest as it was brought principally for the purpose of establishing tenant-right, of showing the existence of tenant-right upon these estates. There had been a case previously heard, the tenant was Thompson, in which they succeeded in showing there was no tenant-right upon the Kilmorey estates. There was nothing but improvements allowed for; however, the case to which I wish to refer was brought by the executors of a woman named Mary O'Neill who died without leaving any family or near relatives. She had a small farm of about ten acres on the mountain side, not very valuable. But in that case the Farmers' Association gave assistance for the discovery of evidence. A great mass of evidence was adduced, and the tenant-right was fully established in evidence, the agent of the property, nevertheless, gave evidence to the contrary, and he tried to show that the allowance had been entirely for improvements, and that there was no such thing as good will. However, the Chairman who heard the case came to the conclusion upon all the evidence that there was tenant-right. The agent also stated that in the case of a tenant dying without leaving any family, son or daughter, succeeding him, that the property reverted to the landlord.

6325. The improvements and all?—Yes, my lord; the whole.

6326. Mr. SHAW.—Was there an appeal in that case?—Mr. Perry.—No; they acquiesced in the decision of the Barrister.

6326A. Mr. Gardner.—There was a proposal about the amount of compensation that should be awarded, and the solicitor for the landlord offered a sum of money which we considered very much below the real value, but as we had established the principle we were willing to accept the money as there would be no appeal, and the decision stands law and regulates the practice of the estate. I should mention that on the Londonderry and Crawford estates the practice has been quite free with the tenants. There was an effort to have a form of lease for yearly tenancies.

Some came out just immediately before the passing of the Land Act and they were used afterwards.

6327. On whose property was this?—Mr. Gardner.—This was one upon the Ardglass property. [Copy handed in]. Mr. Lyle was the agent, and it contains the provisions that not only should the tenancy be determined by six months' notice, but—

"Shall also determine upon my death, without any notice whatever," the death of the tenant, "and it is expressly understood that when giving up possession of said farm and premises upon the determination of my tenancy by notice from either party or upon my death, I am not, or my representatives, in case of my decease, are not to be entitled to any compensation or allowance for what is usually known as tenant-right or for improvements, save and except such permanent improvements as shall be made by me under special written agreements hereafter made between us." And there was a reservation of game also in that agreement.

6328. I suppose that is very much the usual form of yearly agreements?—Oh, no; this was a new thing. They had no writings at all before the Land Act. This was an agreement (*produced*) upon Lord Bangor's property that was presented to the tenant.

6329. In that lease is there a bar to the claim for compensation?—The form contains the following clause:

"It is expressly understood that the said farm and premises are not subject to any custom or usage known or called the Ulster tenant-right custom, and that upon any determination of the tenancy hereby created, I shall not be entitled to make any claim in respect of any such custom."

[Copy handed in].

6330. Were they used on changes of tenancy only or were they forced on the tenants throughout the estate?—This was a regular form to be adopted on all changes of tenancies. I might mention, perhaps, that Major Crawford was proposing a lease for his tenants of a very liberal character, in which there is an express declaration that the tenant-right shall be preserved. [Copy handed in]. The Dufferin lease was a very stringent one, and it provided that on the death of a tenant intestate the property should revert to the landlord.

6331. Is there anything else—anything in reference to what the practice has been since the Land Act?—There was Mrs. Hughes's case, which occurred in 1874. She had died, and there was a nephew who was entitled to receive the farm; he was a child, I believe; his brother-in-law administered to the effects, and Captain John Magee offered £800 for the farm, but the agent, Captain Ward, would not accept him as a tenant, and a man called Orr got the farm. After much bargaining Orr consented to give £575; the loss in that case was £225.

6332. Do you agree with Mr. Perry it would be a desirable thing to establish a security of tenure with fair rents throughout Ireland?—I do, my lord.

6333. Do you know much of other parts of Ireland beside the north?—Practically I do not.

Mr. WILLIAM JAMES MOORE examined.

6334. CHAIRMAN.—Where do you live?—I live in 39, Cromwell-road, Belfast, at present. I was formerly living in Downpatrick.

6335. And in what profession?—No profession, I am living privately, I formerly belonged to this part of the country, and went out to America, and returned owing to bad health. I was acting at the time of Mrs. Hughes's sale as honorary secretary of the Down Farmers' Association. The executors came to me when Mr. Ward refused them liberty to sell to Mr. Magee, and they asked me what they should do. I told them to write to Captain Ward, stating that they had called with me as secretary of the association, and that as they were members of it, the association was bound to take up their case and fight it out. They did so, Mr. Ward gave them no reply. They called on me about two weeks after, and told me they had received no answer from him. I was then suffering

from my eyes, so I asked them to sit down and write a letter, that I dictated to Mr. Ward, and sign my name, stating that they had called upon me as the secretary of the association, and they being members, I would be obliged to take action against him, and I would advise him to settle it if possible, and not go to law, and that if they did not come to terms, we would fight it out. After receiving that letter, they came to me four days afterwards asking me what they should do, I advised them to try and come to terms if they possibly could, and not go to law unless they were obliged to. Mr. Ward, wrote asking them to meet him and Mr. Orr. They went to the place, and Mr. Ward, after some conversation, took them out, and pointed to the heap of manure, and also to the threshing machine, and said to Orr "I don't care if you give them £200 for that, if you sign that you bought according to the office rule, £5 an acre," and he left them there, and the sale was con-

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cluded. The full amount was £575, although they were offered £800 in the first place. I have this from Captain Magee, and the executors, and when the executors came back and told me what was done, to save law, I advised them acquiesce. The next case I wish to refer to is John Menown's. He held under a lease, some short time before the life of the lease died Mr. Beauclerc sent his bailiff to Mr. Gilchriest, an adjoining farmer, to ask him to meet Mr. Beauclerc and an Englishman on the farm that day. He went with him, and they walked about the farm, and saw Mr. Menown, and before he left the Englishman offered him £1,000, and asked him would he sell. There had been no talk of sale by Menown. Menown said he would not, that he had lived on the farm, and his forefathers before him, and he was the last of his name, and he would wish to die on it. This Englishman was insisting on his taking £1,000. Menown walked away and left them. Two days after the bailiff was sent back to say they would give him £1,500 for the farm. He refused to sell. Thomas Gilchriest, the man that was with him, called upon a cousin of Menown, when he heard this, and asked him was Menown going to sell. He said he had not heard it. He asked him to go and offer £1,500 for it, if he would sell it. Menown said he would not. When the lease dropped his brother-in-law and cousin went to Mr. Lyle, the agent, and told him the life had dropped, and asked him to put on a fair rent. Mr. Lyle's reply was that he would not put any rent on, that Mr. Beauclerc wanted the farm himself, and he would mention no rent. After that again, they called upon the agent Mr. Lyle, and asked him to put some rent upon it, that he could either sell or remain. He declined again, and asked him what he would take for the place. His brother-in-law said they would take £1,000, rather than go to law with the landlord. Lyle refused, and asked them to make their proposal in writing. They refused that. Then they asked what would they give him, and he said, a small annuity and the gamekeeper's house. I happened to call upon Menown a few days afterwards, and heard this conversation, I asked him what they were going to do about it. Mr. Corry was an old man, and Menown was in bad health, and they said they supposed they would have to take what was offered, and not go to law. I said that would never do. After that, Mr. Lyle served them with an ejectment, a notice to quit, and before the Quarter Sessions, I called upon him again, and they told me of this. I said I would fight the case for them. I then started to get up evidence, and got up all the evidence I possibly could, had it brought before the barrister, and he gave an award of £1,400. When it came before him, this Gilchriest swore he would pay £1,400, down for it. After that they appealed, then Judge Barry took a long time to decide upon it, and finally said no tenant-right was proved in that case. It was then sent back to the Chairman of Quarter Sessions, to give an award for improvements, and his award was £530 6s. 6d., although I know well, and everyone else it was near £2,000.

6336. Were the law proceedings very expensive?—The lawyers' bill and witnesses was £352 16s. 6d., so that left Minown £177 9s. 11d., for his whole property. I wish to say about the trouble of getting up evidence in the case, in summoning witnesses, I had to summon some of them myself when in their beds, the officer of the Court could not get them. Two of them offered £25 each not to summon them, one offered £20, two of them offered £15, and one of them said he would pay any fine rather than go to give evidence against his landlord.

6337. Do you think the expense of proceedings in court deters, particularly the poor tenants from contesting any question?—Most decidedly. Well, there is another case I wish to state on the same estates, that is Samuel Swale's, he held a small farm under a lease from Mr. Beauclerc at a rent of a guinea an acre, he purchased another farm adjoining that as a yearly tenant.

6338. What was the date of this case?—Some time

before 1860. The man died, and I could not get at the papers, but my brother was one of the executors.

6339. You see before the Land Act, tenants had no remedy?—No, my lord.

6340. Therefore this case does not so much apply as cases since the Land Act, our inquiry is whether the Land Act is sufficient to protect tenants, the intention of the Land Act was it should?—In this case when Mr. Lyle came in to be agent, he raised the rent of the tenancy at will, so that it brought both farms up to two guineas an acre. That seemed a very hard case, but there was no remedy for it. The next case is on the same estate that I wish to mention, that is the case of Hugh Christian.

6341. What is the date of that case?—His father held under lease, and was the life in the lease, and he died in 1841, they paid 15s. an acre rent. In 1841 at the death of the father, the rent was raised to £2 10s. an acre, in 1846, the rent reduced to 30s. an acre and it remained so for two years. In 1848, he raised it to £2, and Griffith's valuation of that farm is 30s. an acre.

6342. Well, then on that property the custom has been for the landlord to vary the rent whenever he chose?—Yes.

6343. And they have continued that since the Land Act, have they?—Yes, my lord. This man was obliged to sell, found he could not hold it, and spoke to the agent about selling, the agent wished to give it to the next neighbour and spoke about leaving it to arbitration. He was willing to do that, and they appointed the arbitrators. They awarded £477 9s. for the land, and there was wheat land and seed, and all that they gave £27 for. After he had auctioned everything and sold all, Mr. Lyle tells him "I will not give you the arbitration," after he had accepted his own arbitration. This man could not retake the place because he had nothing to start with, everything was sold, therefore he lost this and he lost £130 which Mr. Lyle deducted from him. There is a case of my brother's on Mr. Ward's estate, he purchased in 1878, twenty-six acres from a cousin, the rent was £2 an acre, he gave £15 an acre for the land, and Mr. Lyle was agent and raised the rent 4s. a Conyngham acre after the sale, although the part he purchased was held under a joint receipt with the other land at £2, the other remains still at £2 and this, that was sold is now £2 4s.

6344. Mr. SHAW.—When did that take place?—1878.

6345. CHAIRMAN.—You see all these cases establish the principle that tenant-right has been infringed if at all long before the Land Act?—And they have been infringing it since. In this case when my brother purchased from my cousin, his own brother refused to buy it at any price, but this man owed my brother some money, and he wanted to get his money out of it. There is another case on Count Russell's property.

6346. Is this a later case?—The last sale of the farm was in 1878. I will give you the dates and the rents since 1851. The owner of it, John Starkie, brother of the Rev. Mr. Starkie, in 1851 held twenty-four acres at 27s. 6d. an acre. In 1852 the Rev. Mr. Starkie purchased for his brother twenty acres more, the rent was then raised to 30s. over all. In 1860 the rent was raised to 33s. 10d., and in 1878 it was raised to £2 2s. 6d. Griffith's valuation of the whole was £67, and the present rent amounts to £93 10s.

6347. And has the tenant done a great deal of improvements himself in the meantime?—I don't think there is a farm of its size has better improvements. I have not seen it much myself, but I was at the auction, and I heard parties about buying say that they never saw a farm of the size with better buildings.

6348. And the increased rent was put on the tenant's improvements?—Yes. The Rev. Mr. Starkie made most of the improvements. It used to be an old saying "If you have a priest in the family you are sure to be rich," but here the family was made poor. On the same property George Russell of Clogher, wished to sell a small property of seven acres, valuation £14,

state of things I am speaking of. The farmer that knew these facts, I asked him to come down here and state these facts; he said he would not, he dare not on account of the office. I said if he would allow me to go over to his place some evening, he could give me the facts. He said, he would rather I would not go to his place, and he met me at a mutual friend's after dark and gave me the facts.

6175. It was not the tenant who gave it to you?—No, it was a tenant on Sir Thomas Bateson's estate, the tenant dare not. This raising of rent on Sir Thomas Bateson's estate is an innovation since the passing of the Land Act. My father sold a holding on that estate to the highest and best bidder, and my uncle also purchased a farm, and there was no restriction whatever, and no rise of rent. Another case occurred in which a Mr. Woods, in 1864, bought a farm by private sale, and was accepted by the landlord without any objection. This Mr. Woods died a few years after, his widow kept the place until 1874, and then offered the farm for sale, and Mr. Heron proposed to become the purchaser, but when they went into the office Sir Thomas Bateson's agent would not accept him as a tenant, upon the ground that the rule of the office was, that there should be only £10 an acre paid. That rule was unknown until after the passing of the Land Act.

6176. CHAIRMAN.—What was the name of the agent?—Dowie; he also said that he would raise the rent 5s. an acre. Heron refused to take it. Shortly after the agent went to him, and gave it to him for three years at the old rent, but at £70 less than he offered, so that the widow got £70 less, but at the end of three years it was raised 5s. an acre.

6177. You hold a farm?—I do, under Sir Richard Wallace, in the same locality as Mr. Swann, his farm and mine adjoin.

6178. What is the size of the farm?—68 acres.

6179. Have you anything in your own case especially that you wish to mention?—Nothing in my own case, I hold under a lease.

6180. You mentioned a case under the Land Act?—A case has occurred of a modern innovation upon Sir Richard Wallace's estate, which was successful. The Rev. Mr. Hastings, a Presbyterian minister, offered £120 to Edward Hare, for a place that Hare was offering for sale; the office interfered, and Hare had to accept £90 from a Mr. Flanagan, by arbitration.

6181. You are clear the custom was changed since the Land Act?—Since the Land Act, and I would wish to give further cases before the passing of the Land Act, when the late Dean Stannus and his son Walter were managing the estate for the late Marquis

of Hertford, to prove that this is a modern innovation. About three years ago a farm was sold in Ballinderry by Mr. Hope to Mr. Jebb, of 150 acres, no notice was given to the landlord or agent of the sale at all, and Mr. Jebb was with Mr. Hope purchasing the farm when a clerk out of the office passed and asked them what they were doing, and said they ought to have given notice. They went on with the sale, and then went into the office, and he was accepted at once. I want to show it has existed since the passing of the Land Act, and it is only lately that it has been objected to. Dean Stannus, the agent purchased land. I know a piece of exceedingly bad land, fit only for making bricks, the tenant of it had to leave and it went into the hands of the office, who sold it to a neighbour of mine. Another case was Mr. Money's, who purchased the tenant-right of another farm almost adjoining mine, from Dean Stannus, and Dean Stannus, in a public speech at an agricultural dinner in Lisburn, stated himself, that the tenant-right which we had upon the Hertford estate, and what was known as the Ulster tenant-right, was the very best security a landlord could have for his rent, and he believed the greater input the farmer had in his land, the landlord had so much the more security for his rent.

6182. You say there are other cases of that description, but you give this as an example of the class you complain of?—Yes. I have just one thing to say in reference to arbitration of rents, what I propose is that a registration office be established in each petty sessions district. If a landlord thinks he is getting too low a rent for a farm he gives notice to the registrar in this office, the registrar gives notice to the farmer, the two meet, each appoint an arbitrator, the arbitrators select an umpire, the rent is settled by those three, and this settlement is binding upon both landlord and tenant, neither of them would have the right of appeal to any court—make that the law of the land.

6183. For how long?—Fourteen years.

6184. That would be too short, we would have endless arbitration?—I think I would leave that to the wisdom of the Legislature, and if the tenant thought he was paying too high a rent let him pursue the same course as the landlord.

6185. Would there not be the danger of a tenant who had let his farm run down getting an arbitration when the land looked worth nothing?—I don't think that is the tendency in the north of Ireland, for if a farmer can keep his land in good condition it is so much to his monetary profit to do so. We don't know much of the Scotch custom.

A — B —, a tenant-farmer, examined.

I hold 150 acres, I reclaimed it.

6186. Mr. SHAW.—What part of the country?—Stoneford, four miles from Lisburn.

6187. CHAIRMAN. — On whose property?—Sir Richard Wallace's. There was a thirty acre farm that they could not get the rent out of, the land was bad and they never got rent that they had not to process the tenants for. The office took the land from the parties and kept it for a year or two and sold it to me; the rent before they got it was 4s. an acre and when I got it they would not give it at less than 11s. I gave them a fine, and tilled and manured and made it arable, then they revalued it and made it 15s.

6188. Mr. SHAW.—How long is that ago?—About eight years ago. It is twelve years ago since I took it.

6189. CHAIRMAN.—You cannot complain of the original price, because you took it of your own choice?—Certainly, I agreed to that.

6190. Within three years the rent was raised?—It was, in four.

6191. Mr. SHAW.—Is it worth it?—It is worth it now with what I have laid out on it.

6192. Otherwise it would not be worth it?—It was not worth the 11s. hardly.

6193. Do you live on it?—I do.

6194. Did you reclaim much of the mountain farm?—I drained it all.

6195. What do you pay for it?—Some of it £1, some of it fined down lease.

6196. Do you hold that on lease?—This part is not leased, but a great deal of the land is leased. My father fined down a great deal of it, the lease is for lives, and I am one of them myself. When we got it, I remember the time the fine was paid, it was covered a great deal with cat-tails. The first year we got it we were near mowing the heads off the water hens. That land is reclaimed and when the lease is done I don't know what they will do with it.

6197. You consider the tenant-right will exist at the end of the lease?—I do.

6198. That is the custom of the country and the custom of the property?—Yes.

6199. But the rent is uncertain?—The rent is uncertain.

6200. And you don't know how much of your rent

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will be confiscated?—Exactly, if I don't pay what they like, they will put me out of it.

6201. That is what you complain of?—Yes.

6202. CHAIRMAN.—Do you think some fair means of arbitration is the best way to arrive at the rent?—I do.

Mr. Gray.—Our complaint is not of the landlords, it is of the land law, it is in an unsettled state, and it gives to one man the power of appropriating to himself in one way or another our property. No subject under the British crown can have his property appropriated by another man but the tenant farmer.

6203. CHAIRMAN.—At the time the Land Act passed was there an impression that the tenant-right as it existed at that time was made legal?—Mr. Gray.—There was, but we found that the word "usages" inserted in the Act, gave the landlord an opportunity of inventing these office rules which were unknown in our locality before it.

6204. But they cannot legally make fresh rules. Is not the difficulty that the Land Act did not provide a sufficient remedy?—Mr. Gray.—Yes.

6205. Because the words of the Land Act are that the "usages" are declared legal, and they are to be enforced by the provisions of the Land Act. Well, you have found that those provisions are not sufficient to prevent these restrictions on the original custom?—Mr. Gray.—We found that they took advan-

tage of that to say that their office rules are part and parcel of the Ulster custom, which we know were not enforced on the estate before the Land Act.

6206. Mr. SHAW.—But the power of raising rent, you think, should not be put into the hands of any man?—Mr. Swann.—That is the maddening part of it. I had a brother-in-law, who lived under a landlord in Ulster, a very good sort of a man in his own way, and yet the ideas of right and wrong in that man's mind were so confused that he called upon his tenants to pay, each a share of his income tax to the Government—a share of his income tax, derived from the land he rented to the tenants.

6207. And they paid it, I suppose?—Mr. Swann.—In a few instances they did, but my brother-in-law refused.

A. B.—I will give you another instance; a valuator on a farm of a friend of mine was going out to revalue the farm, and he asked me to go with him, and I declined. "Why," said he, "will you not go? He is a friend of yours, and I wish to do as well as I can for him." I went with him, and the first or second word he asked the tenant was, what money he had. He said, "Very little." Then he said you must give me £5, and he went and borrowed £5, and the result was the valuator put so much rent on him he could not live.

[The Witnesses then withdrew.]

Mr. Joseph Perry, Downpatrick; Mr. Edward Gardner, LL.B., Downpatrick; Mr. William James Moore, Belfast; Mr. Patrick Murray, Castlewellan; Mr. James McAleenan, Castlewellan; Mr. John McNab, Castlewellan; and Mr. Joseph Smylie, Castlewellan, were examined together.

Mr. JOSEPH PERRY, formerly Secretary of the Down Tenant Farmers' Association, examined.

Mr. Joseph Perry.

6208. CHAIRMAN.—You live at Grovehill, Downpatrick?—Yes.

6209. A tenant farmer?—Yes.

6210. And Secretary to the County Down Farmers' Association?—I was for four years.

6211. What is the size of your farm?—Nearly one hundred and thirty acres English.

6212. You act also in collecting rents?—Yes, I collect rents from seven small tenants.

6213. Are you acquainted with the estates, and circumstances connected with them generally in Downpatrick and the neighbourhood?—Yes, my lord.

6214. Well, now, I think we have heard a great deal about the actual meaning of tenant-right, according to the Ulster custom, which has been explained to us as being continuous occupation of a farm by the tenant on payment of a fair rent, with a right of free sale?—Yes, my lord.

6215. You take that to be the Ulster custom, pure and simple?—I do, my lord—continuous occupation, free sale, and fair rents.

6216. You wish to give evidence on the subject of restrictions that have been put upon that?—There are several large estates within a few miles of where I live. When I was a boy—say fifty years ago—the same custom of free sale existed, on all.

6217. Mr. SHAW.—Without restriction?—Without restriction. The first that I knew to limit it was the late John Waring Maxwell. He limited the price to £10 an acre for some years. He then denied the custom altogether, and gave his tenants what he pleased, if they were unable to hold their farms, to take them to America.

6218. CHAIRMAN.—What time was that?—About the year 1834 or 1835. I remember a farm in the parish of Inch on his estate sold at £20 the Irish acre by a grandaunt of my own.

6219. With the knowledge of the landlord?—With the knowledge and consent of the landlord, and he accepted the tenant. Mr. Gardner has a list of sales made on the property. For several years Colonel Forde appointed his own valuator to fix the price for the tenant's property in his farm.

6220. Mr. SHAW.—On sales?—On a change of tenancy, he would select the man who was to receive it, and appoint his own valuator, to say what the price should be.

6221. CHAIRMAN.—At that time?—Yes, my lord, at that time.

6222. Mr. SHAW.—When was that?—He originated this about the famine years.

6223. Does that continue still on his property?—Within the last twelve months the matter has been brought out in the papers, and he is allowing arbitration.

6224. CHAIRMAN.—Then you say that on the faith of the custom the tenants made a great deal of improvements?—No question of that. I believe the tenants did the whole of the improvements except in a rare instance. The landlord might give slates for a house, and Mr. Maxwell after he denied the custom paid a small sum per perch for drainage—something to encourage his people to go on, because they had lost heart altogether. On Lord Bangor's property, a plan existed of limiting prices to £5 an acre—at least he makes the purchaser sign an agreement that he is only giving £5, and will be satisfied to give up his farm for £5 an acre if he wishes to leave it again, but the purchasers tell me the agent knew perfectly well they were paying far more. I have a number of cases in which large amounts were paid outside that.

6225. Mr. SHAW.—That was, the tenant fixed the price for himself?—The tenant fixed the price for himself. My own idea was that as soon as he had it in operation for a number of years he would allow nothing but the £5.

6226. Does it continue to the present day that restriction?—I don't wish to impute motives, but during the contest for the county the last election, the agent gathered his tenants together, and told them he would adopt the plan of Colonel Forde, and allow arbitration. However, Colonel Forde's plan is not a proper arbitration, because the two arbitrators, one appointed by the buyer, and the other by the seller, have not, as far as I understand, the appointment of the umpire. Colonel Forde appoints the umpire, and they must be

tenants on the property who are appointed as arbitrators.

6227. CHAIRMAN.—And a tenant on the property appointed as umpire?—The Colonel reserves the power to appoint the umpire, but as yet the two arbitrators have agreed. There have been very few cases as yet, it has not been so long in operation.

6228. I understood you to say that on Lord Bangor's estate they were confined to £5 an acre as the purchase money, but that larger sums were given, and that larger sums were given was known to the office?—It was within the knowledge of the office that larger sums were being paid. It is the statute acre, of course, that I am talking about. Well, my lord, there is one thing, that where tenant-right cannot be denied, in several cases since the Land Act came in, where they cannot prevent free sale they have adopted the plan of raising rent at the time of the transfer of a farm.

6229. Mr. SHAW.—On all these estates?—No, I don't know on all these estates, but on the Downshire it is done, and on Downpatrick we have free sale given us, but they destroy it by raising the rent.

6230. CHAIRMAN.—Recently introduced?—Yes, recently; since the Land Act.

6231. Will you mention some estates where the custom has been restricted by a general raising of rents since the Land Act?—Yes, my lord, the Annesley estate.

6232. Mr. SHAW.—Rents raised at the termination of a lease or on change of tenancy?—Yes; it is on change of tenancy we complain of, and it is not on the termination of the lease—that we think is natural. We don't object to it.

6233. CHAIRMAN.—Has any question arisen on the subject of tenant-right continuing after the termination of the lease?—Yes, my lord, we had a very celebrated case in our county in 1872, where, on the estate of Mr. Beaulerc, tenant-right was denied to Mr. Menown for a farm of seventy-two acres which he had reclaimed the principal part of, and brought it to be what is called a model farm, and when the life died, they refused to renew the lease to Mr. Menown at all, and noticed him to quit. The matter was defended before the Land Court; the chairman held that there was tenant-right at the end of the lease, and awarded Mr. Menown £1,400. Mr. Menown did not object to the revaluation of his farm, and a fair rent being put on it. The landlord appealed, and brought the case to the Assizes, before Judge Barry. After hearing the evidence, Judge Barry took three months to consider the question, and then decided that it was not proved to his satisfaction, that tenant-right existed on the estate at the end of the lease, and remitted the matter to the chairman to compensate the tenant for his improvements. Mr. Menown was then awarded £530 6s. 6d. After the matter was decided, Mr. Menown had very little for his own pocket, after the law costs. That raised a storm in our county, and my friend, Mr. Moore, asked me to assist him in forming the Down Farmers' Association to defend our rights. We did so, and returned Mr. James Sharman Crawford to Parliament, which caused those who forced on the Menown case to repent, and they have been bringing in Bills ever since to remedy the matter.

6234. Mr. SHAW.—It is allowed on all the good estates, I suppose?—I never heard it denied before that case; in fact, I had it on the very best authority that the agent in that case was put forward by the landlords of the County Down to test the question whether tenant-right existed at the end of a lease or not, according to the Land Act.

6235. CHAIRMAN.—Your evidence is, then, that the tenants, feeling insecure as to whether the rents may be raised upon them for their own improvements, hesitate to embark on improvements?—No question of it, my lord. There are few properties in the county on which they are not afraid to improve. Of late this rise of rent at the time of the sale, has acted most injuriously on the improvement of the country.

6236. Would your view be that there should be no rise of rent at any time?—No, my lord, I don't object at all, if times were improved and the circumstances of the country warranted a revision of rents. I have not the slightest objection to a revaluation of rents, if landlords are entitled to the increase of rent from other causes than the tenants' improvements. I think they are perfectly entitled to it.

6237. Which do you think would be the best time, on sales or at some fixed period?—The general rule has been for the landlord to have a revaluation of his property at any time he chooses, and at the fall of a lease the rent was certain to be increased.

6238. Are there any leases, on the properties you are speaking of, existing?—Not that I am aware of; on the Downshire property I think there are.

6239. But, speaking of it as a person holding as a tenant from year to year under tenant-right, would you say the better time for a revaluation would be at a fixed period?—Yes, I should say so.

6240. Or at the time of a sale?—At a regular fixed period, I would rather have it, than at the time of a sale, because it destroys the confidence of parties.

6241. In case of a sale now on these properties, or some of them, is it the custom to give notice at the time of the sale what the rent will be afterwards?—I believe it is, my lord. If the tenant wishes to sell, he goes to the office. He is told he is welcome to do so, and the rent will be so much.

6242. I see you say that the great evil at present in Ireland is want of confidence that the tenants will enjoy the fruits of their labour?—Yes, my lord. I was on the property of the late David Stewart Ker. I knew he was embarrassed, and I was afraid the estate would pass to the hands of a gentleman who denied tenant-right altogether, and I asked for a lease. I got a lease of a portion of the place, and since then I have expended at least £1,500 on that security.

6243. Mr. SHAW.—A long lease I suppose?—Ninety-nine years.

6244. CHAIRMAN.—Do you believe the Ulster custom would be advantageous to every holding in Ireland, both to landlords and tenants?—I do, my lord, I am firmly of opinion it would be of advantage, both to landlord and tenant, if every property was managed like the Londonderry or Sharman Crawford properties, where the tenants are certain no advantage will be taken of their investments.

6245. I see you speak of cases where there is a revaluation, you say that in all cases the rent should be a fair rent, and should be decided before instead of after an eviction taking place for a dispute about rent?—Yes, my lord. If my landlord tells me I must pay £25 of an increase, and I think it is too much, my only remedy is to refuse to pay it, get evicted, and then claim compensation for the value of my tenant-right or improvements. It requires a man with great courage to run the risk of losing nearly everything he has, and go through the law courts. He will submit to very great injustice before he will go to law with his landlord, and I think there should be some better mode of ascertaining a fair rent before they go to expense and law.

6246. At present it is only by the decision of the landlord himself?—At present the landlord merely says the rent is to be so much, and the tenant has no appeal except to refuse to pay.

6247. Are you aware of cases where it has gone to arbitration?—I am not aware. A just landlord may say he will arbitrate, and see what the fair rent is, but, as a rule, landlords insist on having what they think themselves is fair.

6248. And you think arbitration would be a fair mode of settling differences?—Yes, my lord, I cannot see what would be fairer.

6249. You think the landlord should name one arbitrator?—I do, and the tenant another.

6250. And there should be an impartial umpire?—Yes, selected by the two they appoint.

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6251. Have you any evidence to give on the subject of leases?—No, not much.

6252. They are not very much sought for?—We would rather do without them.

6253. Have the landlords been in the habit of contributing towards improvements on the holdings either before the Land Act or since the Land Act?—Very little. Some of them did give a small sum per perch for drainage, and, in a few isolated cases, they might give slates or timber for a dwelling-house or barn. I have known, on Colonel Forde's estate, slates or timber or perhaps both given, and, if the farm was sold, the price was the first money deducted from the purchase-money.

6254. Was that before or since the Land Act?—Before the Land Act.

6255. Has it ceased since the Land Act?—I think there has been little done since the Land Act by the landlords.

6256. Then it has checked improvements both by the landlord and tenant?—Oh, no, I don't think it has by the tenant.

6257. We have been told it has checked the improvements of the tenants from a feeling of insecurity?—There is a feeling of insecurity, but it was not the Land Act, it was the rise of rent at the time of sale, that was not practised previously, that has checked the improvements.

6258. Then, was the rise of rent under these new rules the result of the Land Act?—Yes, I suppose that was the fact.

6259. I see you say that in your opinion the Land Act has been fairly interpreted in your neighbourhood as elsewhere?—Yes, I think in the county Down it has been as fairly interpreted as elsewhere by the County Court Judge, but as I say we did not like Judge Barry's interpretation of it. I believe a great many Judges, as a matter of fact, are deciding what they know nothing about.

6260. Mr. SHAW.—Mr. Johnston is your chairman?—Mr. Johnston was, and he is an Ulsterman, and understands the custom.

6261. CHAIRMAN.—Can you give us any information about the purchase by tenants of their holdings?—Very little, my friend, Mr. Gardner, can give it to you, he has been employed by some tenants in the purchase of their holdings.

6262. Can you give any information on the subject of the reclamation of waste lands?—There has been reclamation of land going on in a great many farms in the neighbourhood, where there was a portion of the farm waste. If a man had a piece of swamp or rock, he would quarry the rocks and drain the swamp, and I can point to hundreds of acres that are worth ten times what they were within my memory, but it has not been carried out to a large extent.

6263. Has it decreased in consequence of the increased price of labour?—I think so.

6264. How do you stand with regard to the labourers in your country?—Labour has increased in value, labourers are better paid than they were some years ago, but within the last two years it has not been so dear as it was.

6265. Do they usually hold from the farmers or from the landlords direct?—The labourers hold from the farmers, and have cottier houses, but a great many small farmers work with the neighbouring farmers as labourers.

6266. You say that the Land Act does not give to the tenants in other parts of Ireland all they have a right to expect by giving compensation for disturbance, and compensation for their improvements, but that the tenant who wishes to change his residence should also be at liberty to sell his right of occupation and improvements to any person to whom the landlord cannot show a reasonable objection?—I believe he should.

6267. That would not apply to the question of disturbance, where a tenant was wishing to change his residence, disturbance would not be given then?—The

tenant cannot claim anything if he wishes to change his residence, but the Act says, if the tenant is disturbed by his landlord he should be paid for it. Now, that shows he has a property in the farm, and he should be at liberty to sell it to any solvent man, and the tenant has a right all over Ireland to be paid for improvements and disturbance. Therefore the Land Act has made legal a property for him in the soil, and it would be a very small measure to give him power to sell that property.

6268. You think he ought to have it under the head of his goodwill in the holding?—I think so.

6269. As to the landlord having the power to dispossess a tenant who pays a fair rent, what do you think of that?—I don't think he should have the power. My own family and myself have been on one farm for perhaps 200 years; within my own memory the estate has had three owners, every field and fence in that farm some memory or association is fastened in my mind, something happened there, or there was some story about it, and I think it would be a far harder thing for me to be turned out of it, than for the landlord, and I think, morally speaking, my right to remain there is as good as a landlord who is a stranger to the farm.

6270. You think under no circumstances should a landlord resume possession making full compensation?—I would not say that under some circumstances he might not. A man might be disturbed for public purposes.

6271. Mr. SHAW.—The county Down I suppose is thoroughly well farmed?—As a general rule the greater part is.

6272. Are the farms large?—Not large.

6273. And all the outlay, as a general rule, has been made by the tenants?—A very large proportion of the families in Down are descendants of English and Scotch colonists, who came there two hundred years ago; since that—and in faith of enjoying the vested interest which was promised as an inducement to our forefathers to settle in and colonize the country, and they also had to protect and defend those who obtained the confiscated estates—since that every dwelling-house, office, bridge, and county building, has been built, every road, drain, and fence, has been made by the money and labour of the tenants.

6274. And all this is the result of tenant-right?—All this is the result of tenant-right.

6275. And you think the result of a gradual increase of rent would be a great calamity to the country?—No question of it, in the world.

6276. It would unsettle the minds of the people?—Yes; and if matters had gone on for a short time as they were with us, at the time of the Menown case, we would have been worse than they are in the south of Ireland.

6277. And there have been cases with you where rents are raised on a change of tenancy?—Yes.

6278. Are they raised to any great extent?—As a rule they are not raised very high on the good estates.

6279. Are there many changes of tenancy on those estates?—Not a great many, but some; after last year there will be several. I know at the present moment two or three farms that would be sold, they are in the hands of very poor people at present, and they are afraid to propose a sale for the rise of rent that would be put on, and were it not for the rise of rent, those farms would be transferred to men who are better able to work them.

6280. I suppose you think this tenant-right would be good for all parts of Ireland?—I am perfectly satisfied of it, and if it were enjoyed all over Ireland the country would be much more prosperous and contented.

6281. Are rents high in Down?—I would not say the landlords had been harsh in that way; there are a few small men who do charge exorbitant rents.

6282. Supposing this land question was settled, and the right of settling rents by arbitration were given,

do you think that would be against the tenants generally or for those in Ulster?—I think it would be an advantage to the tenants that they had a right to arbitration upon it.

6283. The landlord, of course, could say, "My land is let too cheap," and would have a right equally with the tenant to ask for a revaluation?—Yes.

6284. Would there not be a danger of rent being raised?—On some estates there would, but I think a just good landlord could as easily raise them now as then.

6285. You think they would not meddle with it?—I think they would not.

6286. But the passing of the Land Act has made them meddle with things they did not meddle with before?—It has, this rising of rent and some other little matters.

6287. And if they had this power of arbitration the good landlords might say they might as well have these two or three thousand pounds extra?—Yes, they might.

6288. We have had evidence that the land is let for less than its value excluding the tenants' improvements?—I believe if it were possible to hand the land back to the landlords of the county Down in the state in which the predecessors of the tenants received it, it would not be worth one third of the rent now received, notwithstanding the improved times and the growth of towns.

6289. Now supposing the question were taken up in this way that you would say to the landlord—"Well you have this right of raising rent, and under

the new bill we propose to give you the right of increasing rent by arbitration; what will you take for this right and be done with it, and give us a perpetuity at fixed rents?" Would that be availed of by the tenants? We have had evidence of estates where rents were fined down, and fixed for long leases on the giving of fines, would that be availed of to a great extent by tenants?—A good many tenants would and other men would not see the advantage of it.

6290. They would not have the money?—Yes.

6291. But you think if they had the money they would do it?—Yes, anything to get security.

6292. Well Government might say "You don't want to get the fee-simple of that land or banish landlords; you want to keep them; they are ornamental in the country and we will give you the money to pay for this perpetuity?"—If we could get perpetuity leases that the rent should not be raised it would be a splendid thing for Ireland, not for the tenants alone, but for the whole community. To my mind it would be much better than peasant proprietorship. I would far rather have it.

6293. And better than a sliding scale or valuations every seven or twenty years?—It would be decidedly the best solution for the land question. I think the tenants are nothing the worse for having a certain amount of rent to pay, it makes them industrious and work, and if that could be arranged it would be the best solution of the question.

6294. It would save a great deal of trouble in the future?—A great deal.

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Mr. Edward Gardner, LL.B.

6295. CHAIRMAN.—What are you?—A solicitor and also rent agent for a small property in the neighbourhood of Downpatrick belonging to Colonel Craig and Mr. Craig-Laurie, two brothers.

6296. Any other properties?—No, my lord.

6297. What is the extent of those properties?—There are about a dozen tenants.

6298. Now you have heard the evidence Mr. Perry has given, I think I had better ask you if you would make any observation upon it or give your own views upon the subject?—I agree with what Mr. Perry has stated in reference to the Ulster custom, but perhaps I may be permitted to add that the occupancy right has its force mainly owing to the fact the tenants in Ulster improved their farms, and the improvements in the course of time became so merged in the holding that they ceased to be distinguishable. That would naturally happen, for the farms being improved side by side they could not be compared, in course of time, one farm with another.

6299. Then you don't divide it into good-will and improvements, but as arising altogether from improvements?—I don't attempt to say what the origin of the custom was, but I say that it has its main force in that fact.

6300. Mr. SHAW.—They are both there, the good-will and the improvements?—That is what is now called the good-will, the improvement element is the improvements which can be distinguished and pointed out.

6301. CHAIRMAN.—Then do you agree with him generally on the subject of the insecurity felt from restrictions upon the Ulster custom having been introduced?—I do, my lord. On Lord De Ros' estate the restriction is £10 an acre. On Mr. Ward's estate the restriction was to £5 a statute acre, the same as Lord Bangor's, and, as Mr. Perry has stated, Lord Bangor's has been changed by having what was adopted by Colonel Forde upon the Seaforde estate, an arbitration. Colonel Forde himself, in a speech he delivered some few years ago, after the Land Act, at Ballinahinch, stated he had himself changed the custom upon his estate by having two arbitrators appointed, one by the outgoing tenant, and one by the incoming tenant, and he

appointed the umpire, and in the course of a short time he changed that practice to appointing one valuator himself alone to settle the amount. Upon the Downpatrick estate there has been no attempt to limit the price, and the amount of the tenant-right has varied from time to time; sometimes large sums paid upon that estate, but the plan of increasing the rent on occasions of transfers has been adopted upon that estate. There would be no objection to have had regular valuations made at proper intervals, and to have adopted that valuation, but the course resorted to was the opportunity of transfer. That, of course, caused a great deal of discomfort amongst the tenants, and made them feel rather insecure about their tenant-right. The late Mr. Crawford was very strong upon that point; he set forth the argument very strongly in a correspondence he had with Mr. Brush, the agent for a considerable number of properties in the county Down. It was since the Land Act that plan was adopted. Now, there is the case of Mrs. McKee, Quoile, in the neighbourhood of Downpatrick: she had sold in Mr. Ker's time to David McGlennon, and the rent was raised 11s., it appeared to have been for the purpose of making the rent an even sum of £30, and some short time after that McGlennon sold the same farm to William Lascelles, and at that time an increase of £5 was put to the rent, making it £35, and he sold a short time after that to a man called M'Mullen, and there was an increase then made of 10s. to the rent.

6302. The objection is to the rising of the rent at all at the time of the sale?—At the time of transfers.

6303. And that custom has crept in since the Land Act?—Since the Land Act. This is upon the Down estate.

6304. You don't mean that there is any special hard case as to the amount of rent being put on, if there is, give it, otherwise the fact the general rule is enough for us to take down. The objection is to the general rule?—The hardship was very great in some cases.

6305. Mr. SHAW.—Have you any case where the advance of rent practically eat away the tenant-right?—Encroached materially upon it, I cannot say it eat it away entirely. There is the case of Mrs. Stitt—she

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was married again to a gentleman called Gardner at this time; that was a farm that contained about seventy-three Irish acres, and it was held at a rent of £114 7s. 11d. It was put up for sale, and £2,900 was bid for it. It happened at that time that the Down estate—Mr. Ker's—was in the Landed Estates Court, and a receiver was in charge; so that the matter had to come before the Receiver-Master in the Court of Chancery, and he interfered very considerably with the operation of the customs that had been practised on Mr. Ker's estate, and insisted on proposals being sent in, and set aside the sale that had been made, and increased the rent to £158. The sale after that realized £2,000.

6306. A loss of £900?—That second sale included a threshing machine and a boiler, and some manure that was on the premises, I suppose about £50 would be the measure for that.

6307. That was under the Court of Chancery?—Yes, upwards of £900 was lost in that way. In the present landlord's time there was a farm belonging to Moses Porter, containing sixty-one Irish acres, held at a rent of £108, and that rent on a sale was increased to £135. He considered that he lost by that change, a sum of £300. So that the hardship appears in this particular case, arising just out of the particular time when the change takes place.

6308. CHAIRMAN.—Have you any other specimen case?—There was a case occurred on the Ardglass estate recently, of a man called Grogan; there was 15s. an acre added in that case.

Mr. Perry.—That was an old lease.

6309. Mr. SHAW.—How much was the rent before?—Mr. Gardner.—The purchaser refused to take it even at a reduced price.

6310. CHAIRMAN.—Was it a fair time for a valuation?—Mr. Perry.—It was.

6311. Mr. SHAW.—Was not that a high increase?—Mr. Perry.—Well, it was. I made inquiries from some of his neighbours, and they told me what I tell you.

Mr. Gardner.—There are some cases here on the Castleward estate, where the agreement was signed admitting the purchase-money was £5 an acre; that is Lord Bangor's property. I have not a copy of the £5 agreement, but they signed it that the sale was for £5 an acre.

6312. CHAIRMAN.—In that case was the payment really more than £5?—Oh yes, my lord, in all cases. [Mr. Perry produced a copy of lease].

6313. CHAIRMAN.—This is what the new purchaser had to sign?—Yes. On the Finnebrogue estate tenant-right formerly existed. Mr. Perry referred to that estate.

6314. Who is the landlord?—Mr. Maxwell. We have instances in 1823 of a sale, at £12 per acre. James Cochrane, purchased from William Wilson, at that price, twenty-eight acres, and there is a letter of the then Mr. Maxwell, uncle of the present owner, to a tenant in which he says, "you must be prepared to give as much as another for the land." The tenant was then applying for three acres adjoining him, which were then to be sold.

6315. Has there been any interference with the right?—Yes, my lord. That continued up to 1836, as far as I have been able to learn. There are several other instances. The case of Morrison's purchasing, John Napier's purchasing, John Jennings purchasing, Robin Bassett purchasing from Mrs. W. Robinson, all free cases. After that period there was a restriction of £10 imposed, and in 1838, a man called John Cavan, was limited to the payment of £10 in his purchase. Shortly after a man called John Gray was also limited to £10, to purchase twenty-two acres. Sometime after that there was a limit to £5.

6316. What was the date of the £5 limit do you know?—I suppose it lasted till—

Mr. Perry.—It only lasted for a year or two, two or three farms changed at £5, and then it was only what he chose himself.

6317. On the whole there have been several re-

strictions on the tenantry?—It was before the Land Act this £5 was abolished.

6318. Then since the Land Act?—He disallowed the practice altogether. Part of this farm that John Gray purchased in 1838, it was twenty-two acres, he had increased it, and it passed under his will to a man called Gilchrist, and he was offered when giving it up and going abroad, by a Mr. Allen, £1,350, and he was only allowed to give £900 in the shape of improvements.

6319. What was the date of that?—Since the Land Act. I would say within the last six years. There was an attempt in Ballybrannagh, with Adam Cavan, he was selling the tenant-right in about ten acres, there was £200 offered for that, but Mr. Maxwell, would not allow the sale at all.

6320. What was the date of that?—Mr. Gardner.—About four years ago, it was one of his best tenants who proposed to buy.

6321. Then you say he has taken away the tenant-right altogether?—Mr. Perry.—He has, my lord.

Mr. Gardner.—I don't say that as a matter of law, my lord; but that has been the practice on his estate.

6322. You mean as a matter of law he may not be able to do so?—Mr. Gardner.—He may not be able to sustain it.

Mr. Perry.—Every tenant on his estate is afraid to go to law with him on the subject.

Mr. Gardner.—I might mention the case of a tenant called Bingham on the Finnebrogue estate. He purchased from a Mrs. Robinson in 1854, and his deed of purchase expressed her tenant-right in it as being sold. The rent was at £60, and the farm was of such a nature and such condition that Mrs. Robinson was not able to maintain herself and pay the rent, had it not been that she had a small independence she would not have been able to live upon the farm at all. She parted with it, as I have said, to Mr. Bingham in 1854, and shortly after that he was noticed for an increase of rent to £62 10s., which was to date from the November of 1854. It contained 120 statute acres, and he describes it as having been only arable in spots at this time, a great part of it consisted of rocks and whins, and he could not say that more than half of it was arable, and that not in continuous parts.

6323. You see when we go as far back as 1854 people would say things have bettered since then, and the same thing would not be done now, and the great thing is to come up to the present time?—I am coming up to the proposal that was made to him in the present time. In 1863 there was 16 acres of unreclaimed land added with an increased rent of £7 10s. added, and in 1864 there was an agreement with a map for a lease for sixty-one years, the only condition being the building of a dwelling-house. Since that Mr. Bingham built the dwelling-house and extensive farm buildings. He also reclaimed this land. The full estimated value, as a rent, had been something like 5s. He has expended upon that an average of between £40 for some of it, to £20 for other parts of it, actual expenditure in reclaiming that land. He has reclaimed a great portion of it now. There is still some of it to be done. But in reference to all these improvements he had some conversations with Major Maxwell about an extension of the time of the lease, and he proposed, in 1876, to give him an extension for 61 years from that date. That lay over until 1879, when a proposal was made to grant the lease for the extended time. Well, this was the form of lease that was proposed to be given to him after all these improvements, which he estimated at something like £3,000, actual expenditure. "In consideration of the rent and the term of years granted, the whole improvements to become the property of the landlord at the expiration of the lease without any compensation being paid therefor, anything contained in the Land Act of 1870, or any other Act of Parliament now or hereafter to be made, to the contrary, notwithstanding—

ing." The rent was £70 that he had been paying, which he considered a very full rent indeed, so that he had no advantage as far as the rent was concerned, and after all those improvements that he had made upon the place, which certainly could not have been exhausted after any length of time at all, unless the cultivation of the farm had been neglected altogether, they were to become the property of the landlord. [Copy of proposal handed in.]

6324. In consideration of the sixty-one years' lease?—Yes, my lord. He proposed to suspend his power of confiscation for that period of sixty-one years. Then it contained provisions against assignment, sub-letting, and also reserving game, rabbits, and hares to the landlord. There was a case upon the Kilmorey estates, in the barony of Mourne, possessing some interest as it was brought principally for the purpose of establishing tenant-right, of showing the existence of tenant-right upon these estates. There had been a case previously heard, the tenant was Thompson, in which they succeeded in showing there was no tenant-right upon the Kilmorey estates. There was nothing but improvements allowed for; however, the case to which I wish to refer was brought by the executors of a woman named Mary O'Neill who died without leaving any family or near relatives. She had a small farm of about ten acres on the mountain side, not very valuable. But in that case the Farmers' Association gave assistance for the discovery of evidence. A great mass of evidence was adduced, and the tenant-right was fully established in evidence, the agent of the property, nevertheless, gave evidence to the contrary, and he tried to show that the allowance had been entirely for improvements, and that there was no such thing as good will. However, the Chairman who heard the case came to the conclusion upon all the evidence that there was tenant-right. The agent also stated that in the case of a tenant dying without leaving any family, son or daughter, succeeding him, that the property reverted to the landlord.

6325. The improvements and all?—Yes, my lord; the whole.

6326. Mr. SHAW.—Was there an appeal in that case?—Mr. Perry.—No; they acquiesced in the decision of the Barrister.

6326A. Mr. Gardner.—There was a proposal about the amount of compensation that should be awarded, and the solicitor for the landlord offered a sum of money which we considered very much below the real value, but as we had established the principle we were willing to accept the money as there would be no appeal, and the decision stands law and regulates the practice of the estate. I should mention that on the Londonderry and Crawford estates the practice has been quite free with the tenants. There was an effort to have a form of lease for yearly tenancies.

Some came out just immediately before the passing of the Land Act and they were used afterwards.

6327. On whose property was this?—Mr. Gardner.—This was one upon the Ardglass property. [Copy handed in]. Mr. Lyle was the agent, and it contains the provisions that not only should the tenancy be determined by six months' notice, but—

"Shall also determine upon my death, without any notice whatever," the death of the tenant, "and it is expressly understood that when giving up possession of said farm and premises upon the determination of my tenancy by notice from either party or upon my death, I am not, or my representatives, in case of my decease, are not to be entitled to any compensation or allowance for what is usually known as tenant-right or for improvements, save and except such permanent improvements as shall be made by me under special written agreements hereafter made between us." And there was a reservation of game also in that agreement.

6328. I suppose that is very much the usual form of yearly agreements?—Oh, no; this was a new thing. They had no writings at all before the Land Act. This was an agreement (*produced*) upon Lord Bangor's property that was presented to the tenant.

6329. In that lease is there a bar to the claim for compensation?—The form contains the following clause:

"It is expressly understood that the said farm and premises are not subject to any custom or usage known or called the Ulster tenant-right custom, and that upon any determination of the tenancy hereby created, I shall not be entitled to make any claim in respect of any such custom."

[Copy handed in].

6330. Were they used on changes of tenancy only or were they forced on the tenants throughout the estate?—This was a regular form to be adopted on all changes of tenancies. I might mention, perhaps, that Major Crawford was proposing a lease for his tenants of a very liberal character, in which there is an express declaration that the tenant-right shall be preserved. [Copy handed in]. The Dufferin lease was a very stringent one, and it provided that on the death of a tenant intestate the property should revert to the landlord.

6331. Is there anything else—anything in reference to what the practice has been since the Land Act?—There was Mrs. Hughes's case, which occurred in 1874. She had died, and there was a nephew who was entitled to receive the farm; he was a child, I believe; his brother-in-law administered to the effects, and Captain John Magee offered £800 for the farm, but the agent, Captain Ward, would not accept him as a tenant, and a man called Orr got the farm. After much bargaining Orr consented to give £575; the loss in that case was £225.

6332. Do you agree with Mr. Perry it would be a desirable thing to establish a security of tenure with fair rents throughout Ireland?—I do, my lord.

6333. Do you know much of other parts of Ireland beside the north?—Practically I do not.

Mr. WILLIAM JAMES MOORE examined.

6334. CHAIRMAN.—Where do you live?—I live in 39, Cromwell-road, Belfast, at present. I was formerly living in Downpatrick.

6335. And in what profession?—No profession, I am living privately, I formerly belonged to this part of the country, and went out to America, and returned owing to bad health. I was acting at the time of Mrs. Hughes's sale as honorary secretary of the Down Farmers' Association. The executors came to me when Mr. Ward refused them liberty to sell to Mr. Magee, and they asked me what they should do. I told them to write to Captain Ward, stating that they had called with me as secretary of the association, and that as they were members of it, the association was bound to take up their case and fight it out. They did so, Mr. Ward gave them no reply. They called on me about two weeks after, and told me they had received no answer from him. I was then suffering

from my eyes, so I asked them to sit down and write a letter, that I dictated to Mr. Ward, and sign my name, stating that they had called upon me as the secretary of the association, and they being members, I would be obliged to take action against him, and I would advise him to settle it if possible, and not go to law, and that if they did not come to terms, we would fight it out. After receiving that letter, they came some four days afterwards asking me what they should do, I advised them to try and come to terms if they possibly could, and not go to law unless they were obliged to. Mr. Ward, wrote asking them to meet him and Mr. Orr. They went to the place, and Mr. Ward, after some conversation, took them out, and pointed to the heap of manure, and also to the threshing machine, and said to Orr "I don't care if you give them £200 for that, if you sign that you bought according to the office rule, £5 an acre," and he left them there, and the sale was con-

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cluded. The full amount was £575, although they were offered £800 in the first place. I have this from Captain Magee, and the executors, and when the executors came back and told me what was done, to save law, I advised them acquiesce. The next case I wish to refer to is John Menown's. He held under a lease, some short time before the life of the lease died Mr. Beauclerc sent his bailiff to Mr. Gilchriest, an adjoining farmer, to ask him to meet Mr. Beauclerc and an Englishman on the farm that day. He went with him, and they walked about the farm, and saw Mr. Menown, and before he left the Englishman offered him £1,000, and asked him would he sell. There had been no talk of sale by Menown. Menown said he would not, that he had lived on the farm, and his forefathers before him, and he was the last of his name, and he would wish to die on it. This Englishman was insisting on his taking £1,000. Menown walked away and left them. Two days after the bailiff was sent back to say they would give him £1,500 for the farm. He refused to sell. Thomas Gilchriest, the man that was with him, called upon a cousin of Menown, when he heard this, and asked him was Menown going to sell. He said he had not heard it. He asked him to go and offer £1,500 for it, if he would sell it. Menown said he would not. When the lease dropped his brother-in-law and cousin went to Mr. Lyle, the agent, and told him the life had dropped, and asked him to put on a fair rent. Mr. Lyle's reply was that he would not put any rent on, that Mr. Beauclerc wanted the farm himself, and he would mention no rent. After that again, they called upon the agent Mr. Lyle, and asked him to put some rent upon it, that he could either sell or remain. He declined again, and asked him what he would take for the place. His brother-in-law said they would take £1,000, rather than go to law with the landlord. Lyle refused, and asked them to make their proposal in writing. They refused that. Then they asked what would they give him, and he said, a small annuity and the gamekeeper's house. I happened to call upon Menown a few days afterwards, and heard this conversation, I asked him what they were going to do about it. Mr. Corry was an old man, and Menown was in bad health, and they said they supposed they would have to take what was offered, and not go to law. I said that would never do. After that, Mr. Lyle served them with an ejectment, a notice to quit, and before the Quarter Sessions, I called upon him again, and they told me of this. I said I would fight the case for them. I then started to get up evidence, and got up all the evidence I possibly could, had it brought before the barrister, and he gave an award of £1,400. When it came before him, this Gilchriest swore he would pay £1,400, down for it. After that they appealed, then Judge Barry took a long time to decide upon it, and finally said no tenant-right was proved in that case. It was then sent back to the Chairman of Quarter Sessions, to give an award for improvements, and his award was £530 6s. 6d., although I know well, and everyone else it was near £2,000.

6336. Were the law proceedings very expensive?—The lawyers' bill and witnesses was £352 16s. 6d., so that left Minown £177 9s. 11d., for his whole property. I wish to say about the trouble of getting up evidence in the case, in summoning witnesses, I had to summon some of them myself when in their beds, the officer of the Court could not get them. Two of them offered £25 each not to summon them, one offered £20, two of them offered £15, and one of them said he would pay any fine rather than go to give evidence against his landlord.

6337. Do you think the expense of proceedings in court deters, particularly the poor tenants from contesting any question?—Most decidedly. Well, there is another case I wish to state on the same estates, that is Samuel Swale's, he held a small farm under a lease from Mr. Beauclerc at a rent of a guinea an acre, he purchased another farm adjoining that as a yearly tenant.

6338. What was the date of this case?—Some time

before 1860. The man died, and I could not get at the papers, but my brother was one of the executors.

6339. You see before the Land Act, tenants had no remedy?—No, my lord.

6340. Therefore this case does not so much apply as cases since the Land Act, our inquiry is whether the Land Act is sufficient to protect tenants, the intention of the Land Act was it should?—In this case when Mr. Lyle came in to be agent, he raised the rent of the tenancy at will, so that it brought both farms up to two guineas an acre. That seemed a very hard case, but there was no remedy for it. The next case is on the same estate that I wish to mention, that is the case of Hugh Christian.

6341. What is the date of that case?—His father held under lease, and was the life in the lease, and he died in 1841, they paid 15s. an acre rent. In 1841 at the death of the father, the rent was raised to £2 10s. an acre, in 1846, the rent reduced to 30s. an acre and it remained so for two years. In 1848, he raised it to £2, and Griffith's valuation of that farm is 30s. an acre.

6342. Well, then on that property the custom has been for the landlord to vary the rent whenever he chose?—Yes.

6343. And they have continued that since the Land Act, have they?—Yes, my lord. This man was obliged to sell, found he could not hold it, and spoke to the agent about selling, the agent wished to give it to the next neighbour and spoke about leaving it to arbitration. He was willing to do that, and they appointed the arbitrators. They awarded £477 9s. for the land, and there was wheat land and seed, and all that they gave £27 for. After he had auctioned everything and sold all, Mr. Lyle tells him "I will not give you the arbitration," after he had accepted his own arbitration. This man could not retake the place because he had nothing to start with, everything was sold, therefore he lost this and he lost £130 which Mr. Lyle deducted from him. There is a case of my brother's on Mr. Ward's estate, he purchased in 1878, twenty-six acres from a cousin, the rent was £2 an acre, he gave £15 an acre for the land, and Mr. Lyle was agent and raised the rent 4s. a Conyngham acre after the sale, although the part he purchased was held under a joint receipt with the other land at £2, the other remains still at £2 and this, that was sold is now £2 4s.

6344. Mr. SHAW.—When did that take place?—1878.

6345. CHAIRMAN.—You see all these cases establish the principle that tenant-right has been infringed if at all long before the Land Act?—And they have been infringing it since. In this case when my brother purchased from my cousin, his own brother refused to buy it at any price, but this man owed my brother some money, and he wanted to get his money out of it. There is another case on Count Russell's property.

6346. Is this a later case?—The last sale of the farm was in 1878. I will give you the dates and the rents since 1851. The owner of it, John Starkie, brother of the Rev. Mr. Starkie, in 1851 held twenty-four acres at 27s. 6d. an acre. In 1852 the Rev. Mr. Starkie purchased for his brother twenty acres more, the rent was then raised to 30s. over all. In 1860 the rent was raised to 33s. 10d., and in 1878 it was raised to £2 2s. 6d. Griffith's valuation of the whole was £67, and the present rent amounts to £93 10s.

6347. And has the tenant done a great deal of improvements himself in the meantime?—I don't think there is a farm of its size has better improvements. I have not seen it much myself, but I was at the auction, and I heard parties about buying say that they never saw a farm of the size with better buildings.

6348. And the increased rent was put on the tenant's improvements?—Yes. The Rev. Mr. Starkie made most of the improvements. It used to be an old saying "If you have a priest in the family you are sure to be rich," but here the family was made poor. On the same property George Russell of Clogher, wished to sell a small property of seven acres, valuation £11,

yearly rent £15 4s., he sold it at £175. The agent would not accept the tenant at the old rent, but increased the rent by £2 5s. 10d. on account of the change of tenancy, and the tenant was obliged to throw off £50 to induce the purchaser to take the holding. I would wish to say a word about Mr. Mulholland's property on the Down estate. When Mr. Mulholland had purchased this property, before he got possession in 1873, Mrs. Hunter wished to sell and had bills out to sell her farm. Mr. Lisle, the agent, served her with notice that Mr. Mulholland would not allow sales on his property. He was buying Mr. Ker's estate. Her son showed me the notice. I told him that there was always free sale on Mr. Ker's property, and that Mr. Mulholland had not got possession yet, so that he could not legally serve her. Mr. Lisle then got Mr. Mulholland to serve her with a notice out of the Court of Chancery prohibiting the sale. I met the bailiff first and he asked me what was I going to do in the case. I told him there was always free sale on that estate, and we would insist upon it, and I would fight the case. I also told Mr. Lisle that the association would take up the case that he could not prevent the sale of the property. He then allowed the sale rather than go to law, because he knew he had no grounds. The property was sold to Mr. Chambers for £725, he was accepted as tenant, and when he went in to sign they told him they would raise the rent. He then declined to accept the sale, and she had to submit to a private sale to Mr. Hutton, and there were private papers I could not get hold of.

6349. Mr. SHAW.—And what increase of rent was put on?—I don't know. I never could get at it, it was done with private papers. There was another case on the Castleward estate I would like to mention. Mr. Arthur Atkinson, of Killough, died in 1873, leaving a will that his property was to be sold and divided among his children. When they spoke to Mr. Ward about liberty to sell, he refused, saying they were town-parks. They went to Mr. Warnock, their lawyer, and he spoke to Mr. Ward, but he still refused. One of the executors came to me, and I told him, as in Lightbody's case, that I had plenty of evidence to show

there was no restriction on sale on the property, and, as he was also a member of the association we would have to fight the case for him. I saw the executor some days after, and he told me that he had informed Mr. Ward that the association would take up the case. After that there was a letter came to one of the executors stating they would allow them to sell by the tenant signing that restriction, and finally they agreed to allow the sale at £10 an acre, instead of £5, but at first he tried all he could, and had it not been for the association I don't think he would have allowed any sale. There is one thing I want to say about this arbitration. I think they should be gentlemen appointed in the neighbourhood of the sale who know something about the land. I don't like these professional men. In Minown's case, they brought down Mr. Gale, of Brassington and Gale, who has a great name. I got a man to watch him; he came into one of the fields, and stopped there, as he admitted, not more than a quarter of an hour, and that was all the valuation. When I got the lawyers to mention this he came back a second time to revalue the lands, and he walked down one part of the farm and up the other, and he admitted on oath at the trial he was not over three quarters of an hour on the farm, and there were three fields he never was in. I think if there are to be arbitrators they ought to be men who know the place, know the soil, and the quality of the soil, who live in the neighbourhood, and they should be sworn.

6350. CHAIRMAN.—But a man that is used to land knows the quality if he goes upon it, and tries the quality of the soil?—I don't agree with you.

6351. We were told to-day the arbitration is all in favour of the tenant, for the tenant appoints a man who is partial to himself and the landlord appoints a man whose character is to give a real fair rent, and the umpire then comes and splits the difference between them?—I think there is no man who knows the quality of the soil as well as a farmer, and where there is an estate for sale that the tenants should get the preference, and that the Government should advance four-fifths of the purchase-money, at three and a half per cent. interest.

Mr. PATRICK MURRAY, Castlewellan, examined.

6352. Mr. SHAW.—There is an attempt made now, I believe, to raise the rent all through the property?—Oh, yes, to my cost.

6353. CHAIRMAN.—Is it a new custom?—Oh, yes, my lord, on the change of tenancies. In the deceased Lord Annesley's time we had very little to complain of in that.

6354. Mr. SHAW.—But now there is a proposal to revalue the whole property, is there not?—Oh, yes.

6355. CHAIRMAN.—Will you just tell us what cases you wish to mention?—I will give you a sample of a few, I took a few from each townland:—Tullance—James Devlin, rent in 1878, £5 2s.; present rate, £12 5s.; Government valuation, £5 10s. John Morgan, old rent, £7 4s.; new rent, £16; Government valuation on land £9 10s., on houses £2 10s. Daniel O'Hare, old rent, £6 13s. 9d.; new rent, £11 10s.; Government valuation on land £6 15s., on houses, £3 10s. On Lord Annesley's estate, as a general thing, there are very fine houses. Donald Devlin, old rent, £4 18s. 11d.; new, £11; Government valuation, £5 6s. Slievinisky—Daniel Smith, rent in 1860, £5 5s.; there was a lease up to this, it was then raised to £8 14s.; present rent demanded, £13. Benran—Alexander Edgar, old rent, £3 5s.; new rent, £6; Government valuation, £2 10s. Backaderry—Thomas Shilliday, old rent, £8 10s.; new rent, £16. I am not able to give his valuation, although I was in the office when the man refused to pay this rent; he has been served with a notice to quit as well as myself.

6356. Mr. SHAW.—Have they all been served with notices to quit?—No, it was at last November this took place. It was marked in the receipt the advance it was going to be.

6357. CHAIRMAN.—What was the reason of the notices to quit—because you declined to pay?—Yes.

6358. Mr. SHAW.—You insisted on getting your old receipt?—Yes; I insisted on getting my old receipt.

6359. Did you purchase your holding yourself?—No, I succeeded my father.

6360. You were there for generations?—I believe we were there for 100 years; my grandfather had a lease of 556 acres on the mountain of Slieve Croob, it was portioned off among five sons, and he fenced it and built houses. We reclaimed as far as we could go up the mountain; £100 was the rent he took it at, the rent that is on it now, with the new increase, will amount to about £300.

6361. On this mountain land?—Yes.

6362. That you have reclaimed?—I hold ten acres of it, and I paid £2 for those ten acres up to the lease dropping. I made very good improvements on it. When the lease dropped my rent was raised to £9 4s.

6363. CHAIRMAN.—When did the lease drop?—About twenty years ago. A valuator put £10 then on it. I went into the office upon the 8th of December to ask them if they could tell what the new valuation was. The clerk in the office told me that mine was £10, and that I had not much to say, he said. "I have paid one very hard rise," said I, "in my day, and I think I will not pay any more." That was on the 8th, and on the 10th I got a letter from Mr. Shaw, the agent, dated the 10th, telling me that the future rent of my holding at Slieviniskey would be £11. I went in to pay my rent and tendered my old rent, and told them to give me a receipt as usual that I would not submit to the rise. I first laid down the letter and said "Mr. Shaw is that letter for me?" Yes," he said, "it is for you." I said "I thought it was for the other Patrick Murray," who has more land than I have. I said, "My rent was £10 on Monday, how does it occur it is £11 on Thursday?" He said, "That is the rent you must pay Lord Annesley." "Well," said I, "that is the rent I

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Mr. William James Moore.

Mr. Patrick Murray.

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Mr Patrick
Murray.

won't pay Lord Annesley." I left the money lying there and asked him was he going to give me a receipt in the usual form. He said, "You must comply with the rules of the estate." "I am paying you, Mr. Shaw, all I promised," said I, "and if you don't give me a receipt in the usual form I will take my money back and buy Champions with it, that may pay two years rent next year." "You are not willing then," said he, "to pay a fair and just rent." "I am willing, Mr. Shaw," said I, "to pay a fair and just rent, and believe I am already paying it. Is that the rent, Mr. Waters," said I (he was the valuator), "is that the rent he puts on me." "That is the rent I ask you to pay and you must pay." It was a £10 note and he said, "I will hold the money, Patrick, when I have it." I said, "You will give me a receipt in the usual form, I will promise no more than I am able to pay." He done so, and threatened a great deal. On the 2nd of February he sent the bailiff to me who told me Mr. Shaw wished me over to the office to settle about the rent. I said, "I have my rent paid." I went over, and this very man Shilliday and his father-in-law were in the office trying to arrange about their rent. I heard him telling them "If you don't pay it I will serve you with a process of ejectment before three months and put you out." Shilliday complained hard it was not fair, and that he would not pay it. He has got a notice to quit. However, "Murray," said he, "I am glad to see you." "Thank your honour." "I was just going to let you know I am going to return your name for eviction." "You might have better news for me," said I. "You are not prepared to pay a fair and just rent, and I am going to return you for eviction." "You need not return that with it," said I, "I believe I am paying a fair and just rent. The valuator put only £10 on me, and you put £11." "What is your valuation," said he. "I know," said I, "what my valuation is for house and all." "I shall see," said he, "your valuation exclusive of house is £9 10s., well, £9 10s. and one-third added would make £13, that is a fair rent." "Well," said I, "that is a strange way of making a fair rent." "Well, that is a fair rent," said he, "will you pay that?" "I will not," said I, "Mr. Shaw." I still insisted on him to show me, because I went to Waters and got the valuation from him. Said I "Is that Waters' valuation." "We are not going," said he, "by Waters' valuation." "Well, why did you employ him," said I. "We did not employ him." "Well, I am sure the tenants did not employ him, that was not what Lord Annesley told us when we went on a deputation to the castle to him." He said then, "I have employed Waters and given him certain instructions." He just came from behind his desk and opened the door. I said, "I am going, Mr. Shaw, I would not have been here only on your invitation." He said, "You are a ruffian, sir, and an agitator." "I am neither, Mr. Shaw," said I. "At one time," said he. "I had a very high opinion of you." "Sorry you have not the same still," said I. "Quite the contrary," said he. "I fancy," said I, "if I gave you £13 for that bit of land you would have the same opinion still." "I suppose if I asked to take it off you, you would not give it at £16," said he. "You are quite right, I would not give £500 worth for £3 a year." "I have been offered £50 per acre by a solvent tenant," said I. "You may take it." Agent said, "I'll be glad to put you out and be shut of you." "Thanks to Gladstone and his Act you cannot put me out without payment." So he and I parted, and I have my notice to quit to give up in November. There was a large number from each townland met Lord Annesley in a deputation in June at the castle. He gave us a very fine dinner, and took us to his drawing-room and discussed the matter, and the tenants would not give in to an increase. They pleaded they were not able to pay more, and it was true; pleaded it was a queer time to raise rents. He said Gladstone's Act had robbed the landlords of Ireland of thirty millions of money, and it was very natural they would recoup themselves in some manner, and gave as much as that as a reason for an increased rent. He then handed out an agreement for us to sign

6364. Mr. SHAW.—Did Lord Annesley mention Waters as the valuator?—Oh, surely. Waters had his valuation completed at this time. It was after the tenants refused and refused to sign that agreement which, I believe, would confiscate all our rights.

6365. How many tenants agreed to the new rents?—A great many, I believe. The tenants are poor and afraid of getting into litigation.

6366. I suppose the advance has not been on the whole estate in the same proportion as those you have mentioned?—It is generally on the improving tenants. As a rule it is a very rough estate, not one-half of it is laboured; it is mountainy land.

6367. CHAIRMAN.—I see there is a clause in this agreement which saves the tenant-right for the tenant?—You must go to the landlord and get his consent in writing, and if a man becomes insolvent or a sheriff seizes on the place he loses it. A man that signed that agreement would not get a barrel of flax seed to put into his land because there is no security.

6368. This is a rather common form of agreement, copied from the English agreement?—There is a clause there if a man becomes a bankrupt.

6369. Mr. SHAW.—That is in all the leases?—It never was in this country. That would leave us no tenant-right at all. The tenant-right in general sells for £50 or upwards on Lord Annesley's estate. Leithrim, Robert Dalzel, old rent, £17; new, £21; Government valuation £19. This tenant has a very pretty place. I never knew Lord Annesley to do any building except for one man that he turned out of his place into another holding, and he repaired an old house for him and charged £3 10s., five per cent. interest on the money laid out on the house. Here is a case: John Ward, Upper Murlough, four acres of his land dropped out of lease, he was paying £1 per acre under the lease, he is now paying £2 17s. 6d. per acre.

6370. CHAIRMAN.—Were there much improvements made by him that caused that greatly increased value?—Either by him or his predecessor.

6371. Was there anything in the lease that bound him to do it?—I never saw the lease.

6372. Sometimes there are covenants to make improvements?—Yes; and there are some leases on the estate that the people never had to pay up for yet. Invariably where a lease expired the rent was very largely raised if it was anything of a moderate rent. Thomas Walsh, old rent, £3 12s.; new rent, £6. Arthur Brannon, old rent, £5 16s.; new £7 10s., Government valuation, £4 10s., Clanvarraghan. This is under another landlord; it has been sold in portions, Lord Annesley bought a portion, but the rents are terrible. John Mulligan, Government valuation, £4 5s.; rent, £8 7s. Daniel Murray whose valuation is under £4, he does not appear in the rate-book, his rent is £8 16s.

6373. Mr. SHAW.—What was the old rent?—This townland belonged to a gentleman named Scott. He took all he could get in his day. This man then bought it and added about £1 an acre to that, and in the short space of five years after he purchased there was not a single original tenant remaining on it, only two that happened to have leases. Hugh Kelly, he does not appear in the rate-book, rent, £9 16s.; Widow Murphy, Government valuation, £7 10s.; rent, £17. Hugh Murphy, Government valuation, £6 5s.; rent, £13 16s. I wish to make a remark on Widow Murphy's case; it was tried at Newtownards. Really in that case he asked £24 rent for 8a. 1r. 7p., and went into Court to look for it. The case was fought, and the Chairman would not allow a shilling of an increase, but gave her £40 an acre of a decree. It was mountainy land, and it was proven by several witnesses that there was an acre out of these eight acres unreclaimed and unreclaimable.

6374. CHAIRMAN.—What is the name of the landlord in this case?—Thompson. She had houses, as was proved by valuers brought from Belfast and at home, she had houses on it worth £400. She was unfortunately situated, and the way the townland was cut up to sell had left her but eight acres where her homestead was. The rest of her farm was under

another landlord. She had no alternative only to try to settle before she would leave her house. He would not pay the money, and her old rent was £15 7s. 1d., and it was him and me settled it in court at £17. William Bell, Government valuation, £19. His rent when Thompson bought it was £25 15s. 7d. The rent now is: £38 5s. William Bell's farm at the time Thompson bought it, or if it was under any man who had the name of being a good landlord it would have gone for £500. He was obliged then in a few years to sell out, and he just realized £100. A portion of the townland that was bought by another landlord, of no better land, something similar to Bell's in quality, with no house only one small one, twenty feet by fourteen feet, sold for £60 an acre in the same season. It shows that where they believe they have security under a good landlord they will risk anything in purchase money. On the Downshire estate—I know little of the working of the estate—on that property the rent is always raised at the conclusion of a tenancy. A brother-in-law of mine sold a farm lately, and when he applied the rent was increased from £12 12s. to £17. Well, this increase upon farmers causes a very great hardship to the tenants on both sides. It ruins the poor man going out, and saddles the man coming in for life.

6375. Mr. SHAW.—Had there been a lease in that

case?—No; only a mere change of tenancy. I know £17 put on one farm on a change of tenancy. My father-in-law, when he died, his farm was raised from £12 to £20 at the expiration of the lease on the Downshire property.

6376. CHAIRMAN.—On the death of a tenant they raise the rent?—When the lease expires.

6377. They don't raise the rent, do they, if a tenant dies and is succeeded by his son?—I cannot say they do, but I have known them to go and value portions of townlands, and not make a general valuation. There are two girls, Bridget and Mary M'Sherry, holding two and a half acres each, and the rent is £7 14s. I believe worse land, only that it is near the sea, you could scarcely get. I agree with this gentleman about the valuation of land. If a man has his land nicely cultivated, and nice fences on it, these valuers when they come out increase largely—I stood with this Waters when he valued the land; he called me to him to show the bounds of some places, and I stood on the top of a hill where, I believe he valued some three or four hundred acres. He just stood on the top of the hill and looked at it. 'Well, the best of it was in front of him, and he would walk from one hill to another, never examining the soil at all. There is no man so fit to value the land as a man in the neighbourhood, who knows what the land is fit to produce.

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Mr. Patrick Murray.

Mr. JAMES M'ALEENA, auctioneer, examined.

Mr. James M'Alleena.

6378. CHAIRMAN.—You live where?—Castlewella.

6379. Do you know the system of purchase on the Downshire estate?—I do, my lord. The rule adopted in the event of a tenant going to transfer the holding is: An application is made in writing to the agent; the agent writes back in reply that the application has been put on the transfer book, and in the course of eight days an answer will be given, and in the meantime the valuer is to come and view the premises.

6380. Is that a new or an old regulation?—Since 1870 I have knowledge, but these four or five years in no case have I known a transfer but the rent has been considerably increased, and the rule also is that if an adjoining tenant—it does not matter what outsider may put in a tender—if an adjoining tenant gives the same figure the property is given to him. I will refer to the farm of the late William Waters, in the townland of Magherasaul, about three years ago; rent, £13 15s. 11d., previous to the transfer, and the increased rent was £21; Government valuation, £19 5s., including houses and all. There is another case. Thomas Shilliday, of Backaderry, bought ten and a half acres of land from a man named Chambers two years since. The agent put on 4s. 6d. per acre advanced rent at the transfer of the tenancy. The same farm was bought some five years previously by Chambers, and the agent raised it 5s. an acre, so that in reality this farm has been twice sold and twice raised since the passing of the Land Act.

6381. You know that of your own knowledge?—I give it on Mr. Gardner's authority, I have no doubt of it. In the case of Edward Lemon, that Mr. Murray referred to, I made the application for a transfer myself two years last spring, the old rent was £12 12s., the revised rent before permission was granted to dispose of it was £17; acreage, 12A. 1R. I may state that when an increased rent takes place, they pay one-half of the county cess.

6382. Mr. SHAW.—The landlord does?—On the Downshire estate.

6383. Have you any other cases?—No, not very many transfers took place. Mr. Carr holds as owner of the townland of Cloughran, a farmer residing there named Thompson applied for permission to sell, that permission was granted, and the rent increased from £21 to £30, the purchaser failed to complete his purchase, and the farm still remains in Thompson's hands, and he is obliged, although not out of possession, and not having sold the land, to pay the increased rent.

6384. It has destroyed his tenant-right?—Yes.

There is another peculiar grievance I heard of from the tenants of Mr. Gartlan on the townland of Magherasaul (?). This townland before 1847 belonged to Mr. M'Mullen, Mr. Gartlan got married to his daughter, and received as a dowry this townland, and another townland. The tenants were very poor then, and Mr. M'Mullen forgave the tenants all arrears of rent after the famine years. Mr. Gartlan, some two years ago, in the event of a son succeeding to his father's property, Mr. Gartlan has compelled that son to pay, before he would allow his name to be put in the office book, all arrears due before the time of 1847. The custom on Lord Roden's estate is, that when a tenant is disposed to leave, they give that tenant whatsoever consideration they please.

6385. Don't they allow him to sell?—They don't allow him to sell. They give him some consideration themselves, or send for some tenant who makes an arrangement in the office with him; they don't allow any public sales, or the land to be sublet.

6386. There is no tenant-right then?—Well, the party going out gets a consideration, whatever the landlord may allow.

6387. Is that bounding Lord Annesley's estate?—No, it is convenient. Up to the passing of the Land Act of 1870, Lord Annesley did permit the tenant-right on his property to be disposed of by auction, or otherwise, but since that time he has given no such permission.

6388. There was no such permission on Lord Roden's estate?—Oh, no.

6389. CHAIRMAN.—Then, was Lord Roden never under tenant-right?—I think not. I can get a number of parties who were turned out of their places and got just merely a paltry consideration.

6390. They would have come under the general clauses of the Land Act?—This was before the Land Act. These are the particular things that we wish to refer to.

6391. Have you found the sales have been much less frequent these last few years?—The tenants are getting into really a bad state, they are in great poverty.

6392. Many would like to sell?—A great many.

6393. But you cannot complete many sales?—It is managed this way, a tenant going to sell comes into the office, and the tenant wishing to buy goes with him, and they arrange the matter there, and there are a great many private sales this way.

Messrs. John M'Nab and Joseph Smylie, Castlewellan, concurred in the evidence.

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Mr. Peter
Quinn,
Mr. R. C.
Brush, and
Mr. John G.
Windén.

Present:—The Right Hon. the EARL of BESSBOROUGH, Chairman; the Right Hon. BARON DOWSE, The O'CONOR DON, ARTHUR MACMORROUGH KAVANAGH, Esq., D.L.; WILLIAM SHAW, Esq., M.P.

Mr. PETER QUINN, "the Agency," Newry; Mr. R. C. BRUSH, Armagh; and Mr. JOHN G. WINDEN, Armagh; were examined.

6394. CHAIRMAN (to Mr. Quinn).—Where do you reside?—Mr. Quinn.—Near Newry.

6395. You are a land agent?—I am.

6396. Does the evidence which you wish to give relate principally to tenant-right?—It does.

6397. Be so good as to give me your definition of tenant-right?—The power of the outgoing tenant to dispose of his interest in his farm, subject to the rule of the office.

6398. Is that your definition of Ulster tenant-right in its original form or in a restricted sense—limited by office rules?—It is my definition of it as it exists on the estates with which I am connected for the last forty years.

6399. Could you give a definition of Ulster tenant-right as it is accepted generally through Ulster?—I think it is precisely the same, except that on some estates the office rules don't apply.

6400. For what reason?—I do not know. Some landlords I suppose don't think it is desirable to have office rules.

6401. We had a definition of Ulster tenant-right as fixed occupation by the tenant on payment of a fair rent, with right of free sale of his interest in his holding?—Of course the continuance is precisely the same in the case to which I refer; there is no disturbance.

6402. Your definition implies continuous occupation provided the rent is paid?—Certainly.

6403. The difference from "free sale" being, limits being set as to the selection of the tenant, and the price?—Quite so.

6404. Do you consider that tenant-right as you have defined it, has worked satisfactorily upon the estates of which you have the management?—It has done so hitherto, in my opinion.

6405. Has there been any change latterly on the part of either landlords or tenants upon the subject?—I cannot say there has been any actual change, but undoubtedly at the last election in the county Armagh the question was raised, not by tenants on the estate, but by persons outside, that there should be no restriction on the part of the landlord in the case of sale.

6406. What are the office rules to which you allude when you say they must comply with office rules?—On the estates with which I am connected, there is a limit as to the price to be given for tenant-right—the limit is £15 per acre.

6407. That is the maximum?—That is the maximum; and there is also a rule that the tenant must be approved by the landlord.

6408. What are the estates which you represent?—I represent the property of Mr. Close—the Acton and Drumbanaghro estates—the estate of Mr. Hall, in the counties of Down and Armagh, also the Newtownhamilton estate, and the Forkhill estate in the county Armagh, also some property in Tipperary and Tyrone.

6409. Could you state the acreage and rental of those estates on the whole—specifying those which are under the tenant-right system?—They are all under the tenant-right system, except those in Tipperary. The entire would contain about 38,000 acres.

6410. Baron Dowse.—Deducting Tipperary, what would be the entire acreage?—About 36,000 acres.

6411. The O'CONOR DON.—Are you an owner of property as well as agent?—Very little.

6412. CHAIRMAN.—Do you think on the whole that the limit of price, to £15 per acre; and the approval of the tenant by the landlord, is of advantage to the landlord, and no disadvantage to the tenant?—I do. I may state that when I was appointed agent I had a meeting of a number of the tenants on Mr. Close's estate, and they themselves fixed £15 as what they considered a fair and proper maximum.

6413. Would not the amount depend upon the improvements the tenant has made?—Unfortunately my experience is that the improvements have very little to say to the price given by an incoming tenant. They buy whether the land is improved or disimproved.

6414. They buy for the sake of possession?—Certainly.

6415. But that must be with the view of making a livelihood out of it?—Undoubtedly.

6416. Do you think the approval of the tenant by the landlord is an advantage?—I think it is.

6417. State why?—In the first place, unless there was some interference by the landlord it would be impossible to give a preference to adjoining tenants.

6418. Is there a rule that tenants on the estate shall have the first offer when a farm is for sale?—That is invariably the case; the adjoining tenant is supposed to get the preference; failing him, then the other tenants; and failing them, outsiders.

6419. Baron Dowse.—You say you have been an agent upwards of forty years?—Yes.

6420. On Mr. Close's estate you say the tenants themselves fixed the £15 an acre limit?—Yes.

6421. Why did they do that?—They considered it was unfair and unreasonable that if farms adjoining their own, when being disposed of, there should be an open competition, a sale by auction in fact, the truth and correctness of the bids at which they had no means of ascertaining.

6422. Was it for the purpose of giving adjoining tenants an opportunity of buying that they fixed the limit of £15 per acre?—Yes; and also because they considered it a fair and reasonable price.

6423. That was the maximum?—Yes.

6424. Was there any minimum?—None.

6425. The outgoing tenant may get as much as he can for his interest, but not to exceed £15 per acre?—Precisely.

6426. Sometimes, I suppose, it would be less?—Yes. Sometimes it would go down to £10 or £12 per acre. I have never known any to be sold under that. Before my time the arrangement Mr. Blacker had was £10 per acre as the maximum, but there was constant disputes and fights in consequence of parties nominally giving £10 per acre, but under the rose giving a larger sum, and to prevent that I asked the tenants to meet together and say what they really thought would be fair and reasonable themselves, and they selected £15 per acre as the maximum.

6427. That is, that if there was to be a limit, they considered £15 per acre would be a fair amount?—Yes. They did not seem to make any point about having any objection to a limit.

6428. Would they prefer to have the right of free sale without any limit?—I do not know.

6429. Have you any reason to suspect that there were any sums given underhand for purchase of farms that the office was not aware of?—I do not think there have been any cases of it since the limit was fixed at £15 per acre. I am quite aware there were cases of it when the limit was £10 per acre, because as seneschal several disputes came before me shortly after my appointment.

6430. You were Seneschal of the Manor Court?—Yes.

6431. And actions, I suppose, came before you arising out of these bargains?—Yes; arising out of promises that had not been fulfilled, but under the present system the money is paid into the office.

6432. Is it only on Mr. Close's estate that the limit exists?—It also exists on Major Hall's estate in the counties of Down and Armagh.

6433. Does it also exist on the Forkhill estate?—It does.

6434. Does it exist on all the estates in Ulster of which you have the management?—It exists on the estates in Down and Armagh; in Tyrone it does not exist to the same extent.

6435. What estate have you the management of in Tyrone?—It was formerly part of Sir Harvey Bruce's estate. It now belongs to the representatives of John Martin, deceased. It is within three miles of Omagh.

6436. Does tenant-right exist on that estate?—It does, to the extent of £8 per acre. That was the usage prior to the purchase of the estate by Mr. Martin.

6437. No change has been made since?—No.

6438. There is then a restriction of prices upon all the estates of which you have the management?—Yes.

6439. Subject to that restriction and the approval of the tenant by the landlord, tenant-right exists; that is to say, continuous occupation, and no disturbance if the rent is paid?—Yes; there is never any disturbance. I never knew a case of it except for non-payment.

6440. Has there been any increase of rent of late?—There has been no increase on Mr. Close's or Mr. Hall's estate whatever.

6441. Has there been any on the others?—Not in my time; not on the Tyrone estate in my time, nor on the Forkhill estate there has been no increase.

6442. How long have you been agent on those estates?—With the exception of the Tyrone estate, I have been agent twenty-five years.

6443. How long on the Tyrone estate?—Only since 1872.

6444. That was not very long after the passing of the Land Act?—No.

6445. Am I right in saying then that there has been no increase of rent upon the estates you have to deal with since the passing of the Land Act?—None whatever; there has been no raising of rents. You will not misunderstand me—if a lease expires, and that there is a new letting, then if we consider the rent is too low, a slight increase is made.

6446. There has been no general raising of rents upon the estates?—None.

6447. But if a lease expires, then on the new letting there may be some increase?—Quite so.

6448. Do you recognize leasehold tenant-right on the estate of which you are agent?—Always. I have never known any difference made, the tenant continues in occupation after the lease expires. I have never known a tenant offering to sell his land on the expiration of a lease.

6449. But he continues in occupation, and is entitled to the same tenant-right as his neighbours?—Precisely.

6450. You do not disturb him in any way?—No.

6451. Have you had any cases under the Land Act?—There was one case.

6452. A claim for compensation?—Yes.

6453. Was that a case of eviction upon notice to quit?—Yes. It was the case of a man who claimed to succeed his aunt. He was living on Mr. Close's estate, her farm was on that of Mr. Hall. The farm contained only four acres. He insisted that he was entitled to succeed to the farm after the death of his aunt. We would not take him as a tenant, he not being a tenant on the same estate. We were perfectly willing to allow him to get his full tenant-right for it if he was entitled to it under his aunt's will, but that the adjoining tenants must get the preference. He disputed that, and brought a land claim.

6454. You served him with a notice to quit?—Yes.

6455. In point of fact he never was a tenant at all?—Never.

6456. What became of the land claim?—He got precisely the sum I had offered him before the case was heard at all.

6457. Was that the only land case you have had?—That was the only case.

6458. Do you think the Land Act has been a beneficial measure?—I don't know. As far as our own

estate goes there has not been the slightest difference from what it was before the Land Act.

6459. You were always in the habit of giving the tenants the advantage of the custom, whether they were entitled to it by law or not?—Always.

6460. And consequently you have made no difference since the passing of the Land Act?—Not the slightest.

6461. The Land Act, therefore, has done no harm to you, nor the owners of the estates under your management?—Well, the only harm has been in one or two trifling cases. Where a man has become largely indebted over the country, he sometimes won't submit to the former arrangement, of allowing the money to be paid into the office, and a fair arrangement made with his creditors, but claims that the full amount shall be paid to himself, he thus defeats his creditors, and robs them and leaves the country.

6462. How does the Land Act enable him to do that?—He simply lodges a claim, and the money of course must then be paid to himself. Under the former arrangement, the money would have been paid into the office.

6463. Could not the money be paid into court?—Yes; but then the man could get it out in spite of us.

6464. The creditors might get a charging order on it?—Probably they might, but they did not do so. The creditors are sometimes for small sums—old servants and others—for £5 or £10, and do not want to incur the expense.

6465. According to the former practice on the estate you say the purchase-money was paid by the incoming tenant into the office—the arrears of rent, if any, were retained out of it—and any debts paid, and the balance handed to the outgoing man?—Precisely. If the claims were very large, so large that the purchase-money was insufficient to meet them in full—the creditors were informed that they should get only so much in the pound on their claims—each creditor was then paid his proportion, and was thankful to get it.

6466. Have you had many evictions for non-payment of rent?—We have had some decrees, but we very seldom have executed them.

6467. You have brought ejectment processes, and when armed with authority to evict, you were enabled to deal with the tenants without turning them out?—Quite so.

6468. Are the tenants, as a rule, pretty well off on the estates of which you have the management?—I think they are. The mountain property, extending to the southern part of Armagh, is not as good as the others. The Fork Hill estate is a peculiarly circumstanced property. The number of tenants upon it is very large. There are upwards of 500 tenants, and many of the holdings are extremely small.

6469. Do they make improvements?—Very few. They don't hold on the average more than three or four acres each.

6470. As a rule are the improvements, if any, made by the tenant or by the landlord?—Generally by the tenant—almost always.

6471. Have you ever had occasion to distrain any tenants on those estates?—I do not think that during the forty years I have been an agent, I distrained five times.

6472. It is not a remedy that is had recourse to much?—No.

6473. Are the people, as a rule, satisfied with the arrangements you have described as to tenant-right?—I think so.

6474. We have heard a good deal since we came to Belfast about "Office Rules" upon estates; and I must say that the rules upon some properties appear to be very different from yours, and more stringent. Your rules are, a fixed maximum for tenant-right of £15 per acre, and the approval of the tenant by the landlord?—Quite so.

6475. Do you think it is an advantage to have the restriction on the price? I am not referring to your own estates, but I want your opinion as it affects

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Windon.

the country generally—you are aware there are many estates in Ulster upon which there is no restriction?—I am aware of that. I don't think it is any material benefit to the landlord.

6476. You think the restriction is no material benefit?—I don't think it is, except indirectly; the only way in which it can be a benefit to him is that it gives him an additional power as to the selection. That is all.

6477. If he had full power as to selection, would it do any harm to have the price unrestricted?—If you could ascertain what was the real price the man was giving for the tenant-right it would be useful; but that is the real difficulty. They often give too high a price.

6478. The desire for land, you think, often induces a man to give more for a farm than it is worth?—Yes. Another thing is, sometimes a tenant falls out with the adjoining man, and does not wish him to get the farm, if he is leaving it. Then if there is no restriction as to the price, he will pretend that another man is giving him a higher price than the adjoining tenant can afford to give—in that way he prevents the adjoining tenant from getting it, and secures a preference to the man he is in favour of.

6479. You look on the restriction as beneficial in that way, as enabling the landlord more or less to select the tenant?—Yes; there is no other object gained by it in my opinion, as far as the landlord is concerned.

6480. You mentioned that you manage property in Tipperary?—Yes.

6481. What is the extent of it?—About 2,000 acres.

6482. Where is it?—It is near Templemore.

6483. That is in a good part of the county?—It is. There are only four tenants upon it. One of them has a large grazing farm for which he pays £2,000 a year. He has a lease taken out under the Act subject to certain restrictions.

6484. Have the other tenants leases?—Three of them have leases, there is only one tenant at will.

6485. How many acres does the tenant at will hold?—Only fifteen or sixteen, and it is very bad land. It lies towards the mountains.

6486. Towards the Devil's Bit?—Yes, immediately below the Devil's Bit.

6487. Did you ever turn your attention to the question of tenants purchasing their holdings from the landlords?—I have thought of it.

6488. Have you known any persons who purchased their holdings under the Church Commission?—Yes.

6489. How has that turned out?—I can give one instance in which a tenant purchased from the Church Commissioners, but he got so involved that he had to sell it again, and Mr. Hall the owner of the adjoining estate purchased it, and he now holds it. That man holds another farm from Mr. Hall as tenant.

6490. Had he bought the land too dear in your opinion?—No, I think not. In fact, Mr. Hall gave him a large sum for it, but he had not enough capital to enable him to stock and cultivate it after he purchased it.

6491. If a man had a nucleus of capital to start with, and that he could borrow the remainder on reasonable terms would it be desirable in your opinion for him to become the purchaser of his holding?—It would in my opinion if he was able to purchase on favourable terms.

6492. And if he were an industrious thrifty man?—Quite so.

6493. But I gather from your answers that you would not recommend a wholesale scheme of peasant proprietorship as a remedy for the ills of the country?—Indeed I would not. I think it would be most injurious.

6494. You would not force the landlords to sell?—Certainly not. There is one great difficulty in the question, and I take the liberty of mentioning it. A property in Arnagh was sold in the Court some years ago. A friend of mine was anxious to purchase. I went on the land for him and examined it, and valued

it at £5,000, which my friend was quite prepared to give, but before I left the place I asked one of the tenants whom I knew whether the tenants upon the property were going to bid. He said they were—that they were anxious to purchase their holdings. I said “Then in that case I am sure my friend will have nothing to say to it.” The property was put up for sale—we did not bid—and it sold for less than £4,000. No person would bid when it was found that the tenants were anxious to buy.

6495. Did they get it?—They did.

6496. Where is that property?—It is within five or six miles of Newry.

6497. Have these tenants turned out well?—I understand they are not very well. Some of them have done well; others, I fancy have not.

6498. Are they better or worse off than if they had remained tenants?—I think the majority of them would be better off as tenants. They were obliged to borrow the money. But I think the owner of the property was a serious loser by the transaction, because no person would bid against the tenants.

6499. Did they borrow the money from the Board of Works?—I don't think they did. The truth is, one tenant became the purchaser, nominally for the benefit of the whole; but law suits arose out of it. He wanted to hold the property himself, and to be the landlord of the others. The tenants took legal proceedings, and compelled him to carry out his original bargain.

6500. The O'CONOR DON.—When did the sale take place?—I should think eight or ten years ago.

6501. Was it before the passing of the Land Act?—Yes.

6502. Baron DOWSE.—Then the Bright Clauses of the Land Act could have nothing to do with it?—No.

6503. Have you ever looked at those clauses of the Act with the object of forming an opinion upon them?—I have read them, but I have not gone deeply into them.

6504. Some people say there are too many restrictions—the restriction against alienation for instance?—I think it might be desirable to abolish that restriction, but not the restriction against subdivision.

6505. Do you think it would be desirable to retain the restrictions against subdivision and subletting?—I do.

6506. But do you see any objection to allowing a man to sell the entire of his purchase, subject, of course, to the annuity charged upon it?—Not the slightest.

6507. Mr. KAVANAGH.—Your objection is to subdivision and subletting?—Yes.

6508. Do you consider that if a scheme of peasant proprietorship was largely carried out it would be necessary to guard against that in the future?—I think so, decidedly. The only criterion I have to judge by is part of the Newtownhamilton estate. These leases were granted one hundred years ago, at four or five shillings an acre for ever; and subdivision has gone on to an amazing extent on that estate.

6509. I suppose not many of the original leases are there now?—Scarcely any.

6510. CHAIRMAN.—Is that the case on the Fork-hill estate, where you say there are so many small tenants?—No. They are tenants at will, they do not hold under lease.

6511. Mr. KAVANAGH.—We have had a good deal of evidence about different matters in the north, and it appears that the prevailing feeling of the tenantry is want of security. The dread is that the landlord will raise their rents, and thus eat up and destroy the tenant-right that exists—can you tell us whether in your experience such is the fact?—There is no ground for it in my experience.

6512. Baron DOWSE.—You have never raised the rents at all?—Never. In fact Mr. Hall's and Mr. Close's properties were valued by the late Mr. Richmond, who was considered a moderate valuer, and in

neither case are the rents up to his valuation, which was made in 1830.

6513. Mr. KAVANAGH.—When a lease drops you generally raise the rents?—Yes.

6514. Do you raise them on the tenants' improvements?—Certainly not. We raise them to the same rents that the adjoining tenants-at-will are paying. If the adjoining tenants' average rent is twenty or twenty-one shillings per acre, we put it down at twenty or twenty-one shillings.

6515. Do you raise the rent always on a change of tenancy?—Certainly not.

6516. You wouldn't consider the fact of a man's dying, and his son or his widow succeeding, was a proper occasion for raising the rent?—We don't raise it in that case. I don't say it hasn't occurred. A few cases have occurred where the incoming tenant has been raised sixpence or a shilling, but the cases are extremely few.

6517. According to your experience that is not a general custom?—Certainly not in the county Armagh or the county Down.

6518. You said you didn't consider the restriction of the price of tenant-right would be any advantage to the landlord?—No, except as regards selection of the tenant. It assists in that.

6519. Assuming that on the estates you manage there was no restriction, if you knew that a tenant was buying at a price more than he ought to give, and had to enter into occupation of the land in an insolvent state, wouldn't the right to restrict the price there be a great advantage?—I think it would, but with tenant-right the landlord is sure to get his rent.

6520. Might not such a tenant run down the land and reduce its value to nothing, so that there would be no tenant-right left, and in fact no security for the rent either?—Such a thing is possible, but I shouldn't think it is likely to occur.

6521. You don't think a restriction of price necessary to guard against want of prudence on the part of the incoming tenant or for the purpose of protecting him?—I think it is possible it would be an advantage to the incoming tenant.

6522. Baron DOWSE.—The less a man pays the better for himself?—Of course.

6523. That does not apply to the seller?—Of course not.

6524. Mr. KAVANAGH.—Have you experience of the south as well as of the north?—Yes, in Tipperary.

6525. How would you regard the arbitrary extension of Ulster tenant-right to the south?—I do not know. According to the lease those parties have signed they are bound not to claim any tenant-right, and I don't know how they could justly do so, because the improvements were made by the landlord. In one case I know the landlord expended £500 on improvements, and that is embodied in his lease.

6526. CHAIRMAN.—Is that in Tipperary?—Yes.

6527. Mr. KAVANAGH.—Even supposing there was no lease, do you think in such a case as that it would be just, if the improvements were made by the landlord, to allow the tenant to sell?—No; if the improvements were made by the landlord it would be unfair to take them from him.

6528. Baron DOWSE.—If the tenant paid the landlord an additional rent on account of the improvements would not that make a difference?—You might make it a just procedure in that way.

6529. Mr. KAVANAGH.—Even taking it in that way, do you not think that taking the good will of a farm, which the tenant had paid nothing for, and allowing him to sell that good will, and put the money in his pocket, would be handing over to the tenant that which was the property of his landlord?—No doubt it would. We have had that, I think, in Ulster in some cases.

6530. You say you would recoup the landlord for the transfer of his property by an increase of rent?—Yes, I think he ought to be recouped in some way.

6531. Do you think that would be a satisfactory way to all landlords, looking at the agitation that is going on in the west and south against any rent?—I don't think it would at all.

6532. It would force him to sell his property with a very doubtful prospect of being paid?—Certainly, it would.

6533. Isn't it a fact that the Ulster custom grew up out of the original plantation of Ulster, by which, as I understand, a part of the property was given to the tenants and a part to the landlords at the time of the settlement?—I can't quite agree in that idea.

6534. You don't agree in that?—I do not.

6535. You haven't heard of the Ulster Plantation?—Yes, I have.

6536. What do you understand by it?—My understanding was not that part of the property in the land was given to the tenant, but that it was given to the landlord, binding him to have a certain number of tenants on the land, but not giving it to the tenants, as far as my knowledge goes.

6537. Did it not give the tenants possession of a certain interest in the lands?—I think not.

6538. Baron DOWSE.—I think you are right in that, according to my reading?—I think the landlord got the land on condition that he was to provide a certain number of men, and he was to see that they had a certain number of houses, and so forth.

6539. Mr. KAVANAGH.—But not giving the tenant any interest?—No.

6540. Then the origin of tenant-right in Ulster is merely a custom that has grown up by the good nature of the landlord?—I think so.

6541. Assuming that to be the case, would it be fair to extend it to the south of Ireland, where it hasn't grown up?—I do not know. If you ask me in fairness, I don't think it would. At the same time I think, possibly, it would be the easiest way in which the southern landlords could get the question settled.

6542. CHAIRMAN.—You think it might be made fair to the landlord by some sort of recompense?—I think the injustice of it might be materially mitigated.

6543. Baron DOWSE.—If people are able to live in the north under it they could live in the south?—Yes.

6544. And the north is the best part of Ireland?—It is.

6545. CHAIRMAN.—You mentioned in the notes which you sent to the Commission that you think the landlord might be compensated by payment of money on the occasion of a new tenancy, and that tenants might get advances from Government to make that payment, to be repaid to the Government in the same way as the purchase-money of actual holdings?—That might be, but I think the Government would have a bad security. However, that is their look out.

6546. Mr. KAVANAGH.—Have you anything to do with the Richardson property?—Nothing whatever; but I manage property adjoining it.

6547. The O'CONOR DON.—Are leases given on the estates you manage?—No; with the exception of the Newtownhamilton property.

6548. Since the passing of the Land Act have leases increased or decreased?—I don't think there has been any alteration. I believe I have never been asked for a lease before or since the Land Act more than once or twice.

6549. When you say that improvements are generally made by the tenants on the estate with which you are connected, is it a fact that the landlords have

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not made any improvements?—Prior to the Land Act on the estates of which I am speaking—Mr. Close's and Mr. Hall's—the landlord, generally speaking, gave slates, and sometimes timber, to tenants when building houses, and gave allowance on field draining and new fences. Since the passing of the Land Act that has ceased.

6550. The Land Act has had the effect of making the landlords refuse to give what they gave before?—Quite so.

6551. Did the limit of £15 on tenant-right exist before the passing of the Land Act?—Yes.

6552. What proportion does the rent bear to the valuation?—On Mr. Close's it is about five per cent. under the poor law valuation, and on Mr. Hall's about the same. On the Forkhill estate it is nearly twenty per cent. under the poor law valuation, and on some other estates the valuation and rent are about equal— $2\frac{1}{2}$ per cent. under, and $2\frac{1}{2}$ per cent. over in one townland. In Tipperary the poor law valuation is extremely low.

6553. Do you think the poor law valuation is much higher in the north than in the south in proportion to the value of the land?—Very much. The poor law valuation of the large grazing farm to which I referred a while ago is only about half the rent which the tenant pays, and at which he took a lease for 21 years.

6554. Do you think the rents in the north of Ireland are lower than those in the south, considering the value of the land?—My experience of the south is confined to Tipperary, where it is principally grass land, and we have little grass land here.

6555. A statement was made yesterday with regard to a tenant named Doyle, who was evicted by a Mr. Quinn. Are you the gentleman?—I am the agent.

6556. On what estate did this occur?—It was on the representative of the late Edward Quinn's estate.

6557. It was stated that in this case the rent had been considerably raised, that the tenant was promised it should be 20s. an acre, and it had been raised to 22s., that he was unable to pay, and was evicted. It was further alleged that although he had given £100 for the holding he would get nothing. Is that a true representation of the facts?—It is not a true representation. Unfortunately I have no papers connected with the property here, and cannot go into details about it, but I know the case perfectly well.

6558. You couldn't furnish us with the details?—Not at present; but I will be prepared to do so.

6559. CHAIRMAN.—Will you please send a statement of the facts to the secretary?—I will.

The witness subsequently sent in the following statement:—

"John Doyle's farm contains 6A. 2R. 20P.; present rent, £7 a year; prior to 1856 was held by a man named John Doyle, who died in 1865, when a Mrs. Cosgrove got it, said Doyle owing her a large sum of money; her rent was £6 10s. a year. She sold to John Doyle who, prior to being accepted as a tenant, was told the rent would be £7 a year, which rent he agreed to pay and did pay for about ten years. He was served with an ejectment process for non-payment of rent in June, 1879, then owing two and a half years' rent, and although the ejectment was then taken out, it was not given to the Sheriff for execution until June, 1880. There are three years' rent due up to November, 1879. John Doyle never lived upon this farm, having a farm of 8A. 0R. 35P. in Tullyawe. He is not a poor man, and I believe if so disposed could sell his interest in the Drumilly farm."

6562. Supposing a tenant on any of your estates had a farm subject to this tenant-right custom, and ran into arrear of rent, wouldn't you allow him to sell?—Certainly.

6563. Paying you the rent out of the proceeds?—Yes.

6564. Isn't that one of the advantages of tenant-right, you have a fund out of which you are sure of the rent?—Yes.

6565. The O'CONOR DON.—Isn't it a fact that this man Doyle has been evicted?—Yes, for non-payment of rent.

6566. And has lost the farm and the amount of money he paid on going into it?—He has lost the farm, but we are quite willing he should hold on or sell it, if he can get any one to buy it.

6567. Can he get anyone to buy it?—That I really don't know. The ejectment has been allowed to stand over for twelve months to give him every facility for paying or making some arrangement.

6568. Baron DOWSE.—He has not been turned out?—I rather think he has now, because the term of the ejectment has expired. I had several interviews with the man, and offered to take security—with regard to the rent, there is no objection to lower his rent if it was unreasonably high, but on that townland and others they all insisted, they would not pay any rent at all, and up to the last month they have not paid a single shilling. In the other two townlands they all hold under leases.

6569. The O'CONOR DON.—Have they paid?—Some of them paid, getting abatements of 3s. or 4s. in the pound, but they remained till a month ago before they would pay sixpence.

6570. Baron DOWSE.—Had they the money?—Numbers of them had.

6571. Is this in Armagh?—It is within three miles of Newry.

6572. I didn't think those doctrines went so far north?—Indeed they do.

6573. The O'CONOR DON.—Has this man Doyle money to pay?—Yes, he has a farm on an adjoining estate, and he could pay if he chose.

6574. Mr. SHAW.—With regard to the cases of tenants purchasing their holdings you mentioned a case of a purchaser who had subsequently to sell?—Yes.

6575. Were there many purchasers on that property?—As far as I know there were six or seven. I think one or two others have been also obliged to sell. Personally I do not know that; but this case I do know.

6576. Is the townland adjoining near the property you manage?—It is in the centre of it.

6577. What is the size of that farm that was sold?—Forty acres.

6578. Was the tenant resident on it?—No; he had been resident and built a very good house on it, but he got a farm from Mr. Hall, not so good a farm, but he preferred living on it, and he left the glebe land prior to the purchase and was living on Mr. Hall's estate.

6579. Before the purchase?—Before the purchase.

6580. What has been done with the glebe farm since Mr. Hall purchased?—It is chiefly in Mr. Hall's own hands at present.

6581. Was it chiefly in grass?—Only a portion of it—only one-half of it. The other half is under tillage.

6582. Do you know whether the other purchasers who have not had to sell are doing well?—I think so. I think the majority of them are fairly prosperous.

6583. Had this man who was obliged to sell to borrow the money in order to purchase?—He had to borrow nearly the whole of the money. He told me he had to borrow £1,400 or £1,500.

6584. I suppose he had to pay a large interest?—I think five per cent. he had to pay.

6585. When he sold it I suppose the Church Commissioners were paid off?—He had paid the whole. He borrowed the money and paid them.

6586. He didn't take the money from the Church Commissioners?—No, he borrowed from a private party.

6587. Do you know why he paid five per cent. when

he could have got it at a lower rate from the Church Commissioners?—I don't know.

6588. You are not aware whether they would have advanced the money?—I am not aware. I never heard there was any difficulty about it.

6589. Mr. SHAW.—Is the farm near Mr. Hall's residence?—Not very.

6590. Is it a convenience to him to have it?—No.

6591. He did not purchase it for the sake of keeping it?—No, but it is in the centre of his estate.

6592. Did he give any extra price?—Yes, to the extent of £100 or £200. The tenant made that profit on the transaction.

6593. That was an inducement of the sale?—Yes, but he was obliged to sell.

6594. If he had borrowed the money at three and a half per cent. he could have done better?—I suppose he could.

6595. When you spoke of those rents not being paid you mean, I suppose, the May rents?—No, I mean the year's rent up to last November.

6596. Is it very poor land?—Yes, it is poor land.

6597. And small holdings?—Yes.

6598. The people don't live on the land alone?—Yes, they do.

6599. Have not they other means of living, such as weaving?—No, I don't think they have on that estate; on the Forkhill estate they do a good deal in that way.

6600. Can they live on those small patches of land?—Very poorly. That is one of the great evils of the tenant-right system—you perpetuate small holdings.

6601. Ten or twelve acres is the largest, I suppose?—Quite so; some much smaller.

6602. Is it near any town?—It is within about six miles of Newry.

6603. I suppose with the years we have had they had very little to depend on to pay the rent?—Very little except young cattle.

6604. They had a bad potato crop?—Yes.

6605. Oats is the principal grain crop?—Yes, it was better in that district than on lower lands.

6606. Still for the three years before this it was hard then to pay the rent?—Very hard. No question about it.

6607. And the landlords were indulgent, I suppose?—Certainly.

6608. So they possibly hadn't much money to pay the rent, if we could get at the facts?—It is extremely difficult to know whether they have money or not, because in many cases they have credit in shops, and it is very hard to say.

6609. In fixing rents how do you proceed—do you get a valuation made?—We look at the valuation which was made in 1832 and we then ascertain what the adjoining tenants are paying, and in nine cases out of ten the rent is the same as that paid by adjoining tenants.

6610. Are they satisfied?—Quite satisfied. We have never had a case in which there was a dispute.

6611. What are the rents on Mr. Close's property?—The average on the estate is 20s. to 21s. per English acre.

6612. It is very good land?—Very good land.

6613. You think on the whole this Ulster system might be adopted by the Southern and Westerns with some comfort to the landlords?—I think if it was a settlement of the question, possibly it would be.

6614. You think they would show sense in accepting it?—I think so.

6615. It has not worked badly here?—I think not.

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Mr. Peter Quinn, Mr. R. C. Brush, and Mr. John G. Winden.

Present:—The Right Honorable BARON DOWSE; The O'CONOR DON; and ARTHUR MACMORROUGH KAVANAGH, Esq., D.L.

Mr. RICHARD C. BRUSH examined.

Mr. Richard C. Brush.

6616. Baron DOWSE.—You are a land agent?—I am.

6617. What estates are you agent over?—In the county Armagh I am agent of the Richhill estate, and in Tyrone over Lord Belmore's.

6618. What is the acreage of those properties?—The Armagh estate is about 7,000 acre; the other is above 14,000.

6619. What is the rental?—The rental of the Armagh estate is about £6,400 not including the demesne land. The Government valuation is about £7,680 for the land, without the tenements.

6620. What is the rental of Lord Belmore's estate?—The acreage is 14,000; the rental nearly £8,000. There is a good deal of bog land on it. The Government valuation does not come quite up to the rent.

6621. Does the tenant-right custom prevail upon those estates?—It does.

6622. In both Armagh and Tyrone?—Both. The incoming tenant purchases from the outgoing tenant.

6623. Is there any restriction on the amount to be paid?—There is not. I always have thought there was no use in putting a restriction, because it would be evaded; and I am certain it would.

6624. On those estates the tenant has continuous occupation as long as he pays the rent, with the power of free sale?—Yes, continuous occupancy as long as he pays the rent, and the power of free sale, provided he selects a tenant who is on the estate, and does not sell by auction.

6625. He has continuous occupancy, with a power to sell to some person approved of by the landlord?—Exactly.

6626. And no limit on the price?—No limit on the price.

6627. No sale by auction is allowed?—No.

6628. How does the landlord exercise his veto?—The outgoing tenant generally selects his purchaser, and brings whoever he selects for approval. If the

man is a tenant on the estate of course I approve of him.

6629. Is there a right of pre-emption?—There is none exercised.

6630. The landlord has a voice in the selection?—He has a voice in the selection, but does not exercise pre-emption.

6631. He does not exercise his power of veto unreasonably, I have no doubt?—He does not.

6632. Do you find that system works well?—I do—very well.

6633. Do you find that it secures the landlord in his rent?—There is no doubt of it; it gives the outgoing tenant something to pay his debts, and go away.

6634. Is the purchase money paid through the office?—It is not. At one time that was the system on the Tyrone estate, but it was discontinued, and now no money is paid into the office, except the rents.

6635. Then the way the custom stands on those estates is this: the tenant remains in occupation as long as he pays the rent; he has power to sell, not by auction; there is no restriction on the price; the purchaser must be approved by the landlord; the money is paid outside the office, and the only thing the office has to do is to see that the rent is paid before the purchaser is put into possession?—Quite so.

6636. You find that system works well?—Remarkably well.

6637. You think it contributes to the peace and well-being of the community?—I do.

6638. And to the prosperity of the estate?—Yes.

6639. Have you any idea whether the same rule prevails on the surrounding estates?—As far as I know it does, generally.

6640. What is the nearest town on the Tyrone estate?—There are two—Beragh and Sixmilecross. They are both near Omagh.

6641. What town is the Armagh property near?—The village is Richhill—it is five miles from Armagh.

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Mr. Richard C. Brush.

6642. There is a good market there for produce?—There is—in Armagh and Portadown.

6643. Is there a pretty fair market for the Tyrone estate?—Yes; Omagh is a good market, and there is a good market at Sixmilecross.

6644. Do you find the tenants well able to pay their rents?—I do.

6645. Not much in arrear?—Last year of course they were. I was on the estate yesterday, and I got a collection of the March rents at which I was surprised. I had not the slightest idea of getting near one-half of what I got.

6646. You were agreeably surprised?—Very much so, indeed.

6647. There is no hanging gale on the estate?—Yes. I do not collect the March rents until October.

6648. The rents which you collected the other day, when did they fall due?—The greater part of them were due on 25th March, 1880.

6649. That is not what I mean by a “hanging gale.” What I mean by that is, one half year’s rent not paid till another half year is due?—Well, that is literally a hanging gale, because I do not collect the March rent till October; and I don’t collect the September rent till the end of March or beginning of April.

6650. How long have you been agent over those estates?—Since 1863.

6651. You were agent before the Land Act?—I was.

6652. Do you find that the Land Act has made any difference as regards the dealings between landlord and tenant?—It has on the Tyrone estate; it has stopped any gratuity to the tenant for improvements. That is the only effect of it.

6653. Any contribution which the landlord used to make to the tenants for improvements has been stopped by the Land Act?—Yes, on the Tyrone estate.

6654. Has it had the same result upon the Armagh estate?—No, it has not. On the Armagh estate it has been continued.

6655. Who makes the improvements as a rule on both those properties?—The tenant makes them. The landlord on the Tyrone estate used to allow timber and slates.

6656. Was he allowed anything for that?—Never; it was a gratuity; also for drains; and on the Armagh estate the same thing occurred.

6657. Has there been any increase of rent at all on those estates?—None; except on the expiration of leases.

6658. On the expiration of a lease there is a revision of the rent?—Yes.

6659. On such occasions do you do what Mr. Quin says—make the tenant pay the same as his neighbours?—I do. I bring the rent as near as I can to the rents paid by adjoining tenants.

6660. Do you make the tenant pay rent on his own improvements?—I do not. If I am getting the land valued the directions I give would be to take it field by field, looking at the sub-soil, the aspect, the gradients, nearness to public roads, and contiguity to markets—to take all these circumstances into consideration.

6661. Are there any arrangements on those estates to throw the payment of county cess upon the tenant?—It is all paid by the tenant. That has never been altered.

6662. No change has been made?—No change has been made except on the Tyrone estate. A lease expired on that estate, and the tenant claimed the benefit of the Act, and I gave it to her.

6663. In other cases it remains as it was?—Yes; there have been no new lettings to other than tenant in possession.

6664. Are the roads measured in the holdings?—No, as a rule.

6665. We had a case mentioned yesterday where, in a farm of eight acres, there was more than an acre of roads?—County roads are not measured; farm roads may be.

6666. You have no mountainous land on the estates under your management?—In Tyrone I have some

hilly land; I don’t call it mountainous land. There is one townland that is high, and they call it mountain; but it is not mountain land—it is high land.

6667. Is there any land on those estates let at a nominal rent for the purpose of being improved?—None.

6668. It is all practically arable land?—It is, except the bogs.

6669. Do you give the bog in, or do you charge a rent for it?—For cutting purposes, I charge a shilling a rood, merely to keep the lettings in a system.

6670. I suppose you keep the legal ownership of the bog in your own hands, giving the tenants the turbary of it?—I do; and I make them take out a ticket paying a shilling for each rood.

6671. For the right of turbary?—Yes.

6672. The O’CONOR DON.—What do you do with the cut-away bog?—It is added, ultimately, to the adjoining farm, and when there is a revision of the rents it will be taken in and charged for.

6673. Baron DOWSE.—Until a revision of the rents, would it be charged for?—It would not.

6674. Are the tenants satisfied with that arrangement?—Perfectly.

6675. Do you think, on the whole, that the tenant right system is a good one?—I think so, decidedly. I think it is the best system that could be. I wish we had it in the South and West twenty years ago.

6676. Do you see any objection to extending it to the whole country?—I do not.

6677. Would it secure the landlord his rent?—I think it would, and that it would secure peace in the country.

6678. Do you know any cases of purchase of the fee by tenants?—I have not had an instance of it, that came under my notice.

6679. I think there were some tenants who purchased in your part of the world?—They were in the other part of the county—not in my neighbourhood.

6680. How do you think it would work in your part of the world, if Lord Belmore had the power and exercised it, of selling a portion of his property to the tenants?—I think they would be as well satisfied to remain as they are. Moreover, I think it would do every one of them an injury.

6681. Give your reasons for that?—I think legislation has gone far enough on that point; those tenants that wish can avail themselves of the means offered to purchase as occasion affords. I do not know that a more erroneous system could be devised for the injury of tenant-farmers generally than the purchase of their farms in fee. First, the farmers would be steeped in debt, both as to purchase-money and credit. Next, there would be subdivisions, till they would become mere gardens, or wretched squatters, so that the country would be filled, after some years, with a poor class of squatters unable to support themselves off the land. The tendency in Ireland is to subdivide, and give each member of the household a patch of land, and, as a consequence, all capital would leave the country, and every chance Ireland has would be removed of arriving at any prosperity.

6682. You think the expropriation of the landlords would be of no advantage?—It would lead to the exodus of every one with money.

6683. And the genesis of squatters?—Exactly.

6684. With reference to evictions, are there many evictions on your property?—There are not. There has been only one actual eviction on the Tyrone estate during the last ten or twelve years.

6685. Have you had many cases under the Land Act?—Never—not a single one.

6686. Have you had claims under the Land Act that were settled out of court?—Not one that I recollect.

6687. Substantially, you do not evict your tenants at all?—We do not. If I have to serve an ejectment for non-payment of rent I always give the tenant a reasonable time to redeem.

6688. Do you find service of an ejectment useful

occasionally, in making defaulting tenants pay up?—I do.

6689. Even though there may be no actual intention to disturb them, it stimulates them to pay the arrears?—Yes.

6690. Do you ever distrain?—Never. I do not recollect an instance of it.

6691. It has been abolished recently in Scotland, where it was called by the name of hypothec—do you think it would be any harm if it were abolished here?—Not the slightest—it is never acted upon.

6692. In towns it is acted upon?—Yes; in towns it is.

6693. In rural districts it is not?—It never is, as a rule.

6694. The O'CONOR DON.—Do you think any alteration in the law is required as regards the tenants of Ulster?—In order to do strict justice where rack-renting is practised—which is chiefly by the small landlords who purchased recently in the Landed Estates Court, there should be a general scientific valuation of each holding in Ireland made by competent hands on the ground, with a field to field valuation of the subsoil, the aspect, the gradients, convenience to markets and roads, &c., taking the average prices of produce for say seven years, and all other circumstances into consideration—such valuation to be the *bond fide* and fair basis for rents, and a standard for the courts. My idea was—but some do not agree with me in this—that if the rent is above that, some reason should be shown, some special reason or special circumstances, before a competent tribunal, why such rent should be charged. I do not think the county court is a proper and competent tribunal for that. I was going to suggest that two judges should be appointed—to sit either at the assizes or in Dublin.

6695. Then you would admit the principle of adjustment of rent outside the landlord's interference?—I do. I think there should be a general valuation of Ireland to settle the whole matter as to fair rents, and then, with the Ulster custom, the tenants have fixity of tenure. These are the two things they want, and hence I would have a regular scientific valuation of Ireland, and of every holding in it, as the basis of rent.

6696. Do you think such a valuation would be possible?—I do indeed.

6697. Who would you employ to carry it out?—I think it should be some person selected by Government, and qualified to do it.

6698. Do you think a stranger coming to a district could know the value of land as well as people in the locality?—I think if he has any knowledge of land he can—that is, if he is a practical man knowing anything about land. He could examine the subsoil, the gradients, the aspect, and all those things which tell upon the value of a farm.

6699. Do you consider the present Government valuation at all uniform. I don't mean all over Ireland, but is it uniform over a county?—It is tolerably so, but I do not think it is reliable in any case. It is high, relatively, in Armagh, and rather low in Tyrone.

6700. Was not Griffith's valuation carried out very much upon the principles you suggest—examination of soil, and calculation how much the farm would produce?—Yes. I believe Griffith's valuation was only intended as a basis for taxation. I believe some percentage was taken off the value; but it was made entirely for taxation and not for rents, and it is not a fair criterion for rents at the present day.

6701. Do you consider that it is fairly made for purposes of taxation?—It is more or less uniform for taxation. It is below the letting value of the land at the present day in most cases. In Tyrone it is nearly twenty-five, and in Armagh fully ten per cent. below the just letting value.

6702. On the estates with which you are connected are the rents much above the valuation?—On the Armagh estate the rent is five per cent. below the valuation at the present time. That rent has not been

revised these forty or fifty years. On the Tyrone estate the rent is about one and a half per cent. above the valuation.

6703. Has that not been revised lately?—It has not been revised since 1858.

6704. Are leases general or otherwise on the estates you manage?—Not general. They are not asked for in any case now.

6705. Do you recognize tenant-right on the expiration of a lease?—Certainly.

6706. Just the same as in tenancies from year to year?—Yes.

6707. Mr. KAVANAGH.—With regard to a Government valuation, supposing it could be managed, don't you think it would be open to this objection, that upon the occasion of every contested election we would have candidates coming forward and saying they would go for a new valuation in order to lower rents. Don't you think it would bring the question of rent into the political atmosphere. You understand what I mean?—I quite understand, but I fear that would occur no matter in what way it was done. The same thing will hold good, I think, in all elections, but I would not place any value on it.

6708. It strikes me that to make the Government responsible for a valuation which was to determine rent would be holding out a very great premium to political agitators to attack the Government with the view of making them bring in a bill each year to have another valuation and lower the rent?—It might have that effect, but the Government ought to reject any force put on them of that nature. I don't think it would influence the matter. I do not see how you could get a valuation made, except by some authorized persons, such as the officers who made the Poor Law valuation. If that had been made for purposes of rent we would have abided by it, but it was not.

6709. You don't think it would be better managed by local arbitrators and umpires?—I think the court of appeal we should have should be better than the Assizes or Quarter Sessions. It should be some easily accessible and practical court, to which both tenant and landlord could resort cheaply and conveniently. I think if arbitrators were appointed by Government, independent of any person, for each district or county, as the case might be, and let these men be bound to meet whenever required, and to hear the case on both sides, I think it would be more satisfactory, and it would relieve the courts.

6710. From what you said about rack renting, I think you implied that upon small estates, some such thing does go on?—I think it does, undoubtedly—especially in the case of landlords who have purchased recently in the Landed Estates Court. I think in some cases high renting does go on.

6711. In your opinion, then, some of the complaints we have heard about excessive rents are based on a true foundation?—I think they are *bond fide* as regards small estates, but they have no application to the large property held under the old landlords.

6712. There were some large estates mentioned to us on which excessive rents are alleged to be charged? Lord Lurgan's estate, the Duke of Manchester's, and Lord Castlestuart's. Do you know anything about Lord Castlestuart's property?—I know where it is, and I know his agent very well.

6713. Who is his agent?—Major Stuart, of Omagh. I never heard a word of complaint as to the management of that estate, although I live in the neighbourhood.

6714. The general line of complaint with regard to those estates is, that tenants are forced to take leases, barring them from all advantage under the Land Act, that at the expiration of a lease, tenant-right is denied, and consequently giving the tenant a lease of that kind, shuts him out from any benefit?—It does, and the tenants would not take such leases unless forced to do so.

6715. Do you believe they are forced?—I do not think they are, as a rule.

Sept. 23, 1880.

Mr. Richard C. Brush.

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Mr. Richard C. Brush.

6716. Baron DOWSE.—What do you mean by “forced”?—Mr. Kavanagh used the word—I merely followed him.

6717. Mr. KAVANAGH.—Do you think they take leases when they would rather not take them?—I do not think they do—How they are forced I cannot imagine. I could not force a man to take a lease.

6718. There was a statement made here, that on Lord Ranfurley’s estate, a tenant was forced to sign a confiscatory lease. I take it, no such case has come under your experience?—Not one.

6719. You believe that on some of the small estates rack renting has prevailed?—I think high renting has prevailed on some of the small properties which were bought in the Landed Estates Court.

6720. Baron DOWSE.—By men who purchased as an investment?—Exactly, money lenders and land jobbers.

6721. Mr. KAVANAGH.—We were told that upon some estates, on every change of tenancy, the rent was increased, that a son inheriting from his father, and a widow succeeding to a farm after the death of her husband, was considered a change of tenancy, and that on all those occasions the rent was raised?—That may be done on some estates that I am not aware of, but it is not done on any estate I have anything to do with, and I can also speak for a large property in the county of Down, which my brother manages.

6722. Do you know anything of Mr. Richardson’s property?—I do not.

6723. Your object to the scheme of peasant proprietary?—I do.

6724. Don’t you think it would be an advantage to the community to have some tenant proprietors scattered here and there over the country?—I do not think it would be well to get the thin end of the wedge in at all—nor would it in my opinion do any good even to themselves.

6725. If a man had money enough to buy his holding, don’t you think he would be better off?—He might for a short time—but only a short time. He would subdivide it until he cut it up into potato gardens.

6726. I am assuming that a proper barrier is put to subdivision. Of course I would permit a man to assign it as a whole, but not to subdivide it. Don’t you think it would make him more loyal—that he would have a

stake in the country?—It would depend very much on the character of the man. I do not think it would, generally speaking, have much effect in that way, and I think it would encourage debts and mortgages.

6727. The O’CONNOR DON.—Would not that cure itself—the thriftless man would be sold out, and an industrious, thrifty man would come in his place?—No doubt that would be so, but the system would be injurious—money lenders and usurers would by degrees become owners of the farms, and would set them to the tenants.

6728. Baron DOWSE.—You think it would create a new generation of landlords?—Yes; and a worse description of landlords by a great deal than any that have hitherto existed.

6729. The O’CONNOR DON.—You say that is your opinion theoretically—you have no facts to guide you?—No; of course it is only my opinion.

6730. In the actual cases where tenants have become purchasers of their holdings the result you anticipate has not taken place to any great extent?—I am not aware of any cases. There has been scarcely time yet to judge how the system has worked.

6731. Baron DOWSE.—Would you see any objection to this: where you have a tenant who has shown himself to be a thrifty, industrious man, and who has a substantial sum of money of his own to begin with, and if that man’s landlord is willing to sell him his farm, can you see any reason why facilities should not be afforded for such an arrangement, not by way of a general scheme for the creation of a body of peasant proprietors, but by a sort of process of natural selection, enabling the thrifty, industrious tenant to become proprietor of his holding—do you see any objection to that?—I do not see any objection to it in a case of that kind—if such a case can be found.

6732. You see no objection to that?—No.

6733. But you do see an objection to the scheme applied wholesale to the entire country?—I do. I think it would be ruinous to Ireland.

6734. But in such a case as I have pointed out you think it would be unobjectionable?—Yes, if such a case arises.

6735. The O’CONNOR DON.—You would approve of the State assisting such a man?—I see no objection to it.

Mr. Peter Quin.

Mr. PETER QUIN recalled, and further examined.

6736. Baron DOWSE.—I wish to ask you a question with reference to a matter in which you were arbitrator. Do you recollect acting as arbitrator with reference to some property of Mr. Bond’s?—I do, perfectly.

6737. Is that Mr. R. J. M’Geough Bond?—Yes; he lives at Silver Bridge.

6738. Is that near Armagh?—It is. The property lies between Armagh and Market Hill.

6739. He had some disputes with his tenants?—He had.

6740. He made demands of increased rent?—Yes.

6741. I believe he had a considerable number of tenants?—He had.

6742. He served a number of notices to quit and ejectments?—He did.

6743. And I believe there were land claims?—Yes.

6744. He wanted to limit the tenant-right to a certain number of years’ purchase, I believe?—That I do not know.

6745. Were you called in as arbitrator?—As umpire. There were two gentlemen appointed as arbitrators I was appointed as umpire.

6746. Was the arbitration carried out?—It was.

6747. With reference to how many cases?—It applied to the whole estate.

6748. Did you lower the rent?—We lowered the rent which he demanded. We fixed the rents at a less sum than Mr. M’Geough Bond wanted to fix them at.

6749. And larger than what the tenants offered?—Yes. We went over the lands ourselves, and inspected every inch of the property.

6750. Was that reference to arbitration by consent of the landlord and tenant?—Yes; it was a land claim in which Mr. Butt was concerned at the assizes—the case came before the judge, and it was suggested that it should be left to arbitration.

6751. Have the tenants been holding at these rents since?—As far as I know they have.

6752. In that case there was unquestionably an attempt to raise the rents?—Undoubtedly. Mr. Bond purchased the property in the Landed Estates Court.

6753. Who owned the property before?—It was part of the Maxwell estate.

6754. The effect of raising the rents would be to make the tenant-right of less value?—That was Mr. Butt’s argument.

6755. Would it not be your own opinion also?—Certainly, if the rent was unreasonably raised it would diminish the value of the tenant-right.

Mr. JOHN G. WINDER, J.P., Armagh, examined.

Sept. 23, 1880.

Mr. John G. Winder, J.P.

6756. The O'CONOR DON.—You are a land agent?—Yes.

6757. Are you an owner of land yourself?—I am not.

6758. On what properties are you agent?—On the estates of Sir Capel Molyneux, Mr. Cope, the Ashmore estate, the Aghanamplé estate, Archdeacon Darby, Miss Olpherts, and several smaller estates.

6759. In what counties are those estates situated?—Sir Capel Molyneux's estate is in five counties, Armagh, Kildare, Dublin, Limerick, and Queen's County.

6760. Are the other estates of which you have the management situated in Ulster?—They are. The portion of the Molyneux estate which is situated in Armagh includes 5,000 acres. The other estates for which I am agent are all in Armagh.

6761. What is the annual value of them all?—About £17,000 a year.

6762. How much of that is in Ulster?—About £8,000 or £9,000 a year.

6763. Upon all these estates does tenant-right prevail?—It does.

6764. To the full extent?—To the full extent.

6765. There is no limit on sale?—No limit.

6766. Have you found it to work well?—I have.

6767. Are you opposed to limiting the money paid for tenant-right by an incoming tenant?—Yes.

6768. Are there any office rules of any sort upon the estates of which you have the management?—None, except that the adjoining tenant should have the first offer—that is all.

6769. And if the adjoining tenant is not willing to buy, is it put up to public auction?—No; I will not say auction.

6770. You do not permit sale by auction?—No.

6771. You impose that restriction?—I do. That was discussed in the case of *Hillock v. Cope*.

6772. How far do you carry the restriction as to the mode of sale, do you limit it to the tenants upon the estate, or do you allow outsiders to buy?—I don't limit it to the tenants upon the estate. The adjoining tenant is to get the first offer, and if he won't buy it does not matter who gets it.

6773. Supposing the adjoining tenant is not willing to give the same amount an outsider would give, does the outsider get it?—Well, the tenant-right generally goes at about the same price all over the district. I have left it to neighbours to settle when there was a dispute, but that hardly ever takes place.

6774. What is the amount generally given per acre for tenant-right?—It varies in different localities according to circumstances; the character of the landlord, I think, chiefly affects it, or that of his family.

6775. Are we to understand that there is generally a certain fixed amount on the same estate for tenant-right?—Yes; it goes generally at about the same amount on each estate.

6776. Baron DOWSE.—You have no sum fixed by the office?—None at all.

6777. It fixes itself by the law of supply and demand?—Yes; they fix it among themselves.

6778. The O'CONOR DON.—Do you allow an outsider not living on the estate to purchase?—In case the adjoining tenant won't purchase, I do not care who gets it. I never interfere.

6779. Does such a case as this ever arise—that an outsider would offer more than you consider the fair selling price of the farm?—Well, the price may vary a little. I do not think they do.

6780. Such a case as that has not arisen?—On a good estate there are always plenty of tenants willing to buy, there are not often any farms offered for sale.

6781. There have been few sales?—Very few.

6782. Have the prices varied much since the Land Act?—No; not that I know of. There was a good farm of about thirty acres on Mr. Cope's estate sold last week, the buyer paid about £12 per acre for it.

6783. Would that have been the price before 1870?—It is about the same price all round Armagh.

6784. Are the tenancies usually yearly tenancies, or under lease?—Nearly all yearly tenancies.

6785. Do you alter the rents upon the occasion of a sale?—Never, except one case, almost a townpark, and it was raised to the Government valuation.

6786. Has there been any raising of rents at all upon the estates with which you are connected?—On the expiration of a lease there is a new agreement. I have never had any difficulty about rent.

6787. With the exception of the time a lease expires you have had no alteration of rents?—About twenty years ago there was a revaluation of part of Archdeacon Darby's, and Mr. Cope's properties, more for the sake of adjustment than anything else, the alterations were very small. I believe the rent of the whole was only increased £15 or £20 a year.

6788. You have no fixed intervals at which a readjustment of rent takes place?—No. I do not know any estate in Armagh that has that.

6789. Are improvements on those estates generally made by the tenants?—Yes.

6790. The landlords don't contribute anything?—They may do a little occasionally, but not as a rule. I used to give on one estate so much a perch for making thorough drains, but that is stopped.

6791. Have the tenants laid out much money upon improvements?—Indeed they have.

6792. You do not raise the rents in consequence of the tenants' improvements?—Certainly not.

6793. Do you agree with the last witness that there ought to be a Government valuation which should be taken as a basis for rents?—No. I do not.

6794. Are you aware there are some landlords who have raised the rent upon improvements of tenants?—I dare say there are plenty.

6795. It is possible such a thing might happen under the present law?—It is.

6796. Would you suggest any alteration of the law, to prevent it?—I am not prepared to suggest any alteration.

6797. Do you think the present law sufficient for the protection of the tenant?—In my own county, Armagh, I do.

6798. Baron DOWSE.—Would you extend tenant-right to the south and west of Ireland?—I do not see any harm in doing so.

6799. Do you think the present law is quite satisfactory, and requires no amendment?—I think the assistant-barristers sometimes settle the rent, they sometimes take it on themselves to do that. In case of a dispute between landlord and tenant, the landlord has no chance as to evidence, because he can get little or no evidence, whereas the tenant can get all the tenants' testimony, which is the practical evidence. The landlord can only get the evidence of the land-agent, the engineer, and valuator, which is not satisfactory.

6800. You do not consider that state of things satisfactory?—I do not.

6801. How do the County Court Judges undertake to settle the rents?—I don't know how they do it, but they do it.

6802. I want to know how it comes before them? The tenant complains that the rent is too high, or something of that kind; it is quite a common thing for the barrister to make a suggestion.

6803. Where there is a dispute between landlord and tenant before the barrister, the tenant sometimes complains that the rent is too high?—Yes.

6804. The landlord says it is not, and the matter is left to the barrister by both sides, to say what the fair rent should be?—Yes.

6805. The O'CONOR DON.—You don't consider that a satisfactory tribunal to settle rents?—I do not. Neither party is satisfied, so far as my experience goes.

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6806. Can you suggest a better tribunal?—I cannot. I won't suggest anything.

6807. Would you object to having rents adjusted by some tribunal, independent of landlord and tenant, in case of a disagreement as to the amount?—If they agreed to refer it to arbitration, I see no objection to it, but I do not see why any one should value my property without my consent.

6808. You think it would be an unjust interference with the landlords' rights, to have a tribunal of that kind forced upon them?—I think it would not be a proper interference. I do not say it would be unjust. Very likely many landlords would be glad to avail themselves of it, if it was a competent tribunal.

6809. With regard to purchase by tenants, under the Bright clauses, have you any experience?—I have not. I knew a man who purchased a farm under the Ecclesiastical Commissioners. He has sold it again since.

6812. The O'CONOR DON.—You don't know the case of your own knowledge?—I do not, except from hearsay.

6813. Is there any other point you wish to state to the Commission?—No.

6814. With regard to the portions of Ireland out of Ulster in which the estates you have the management of are situated does tenant-right exist upon them?—Yes. I know several people who purchased farms on those estates. They do not give the same amount that the Ulster people do, but they give money, and I always recognize it.

6815. In those cases were they yearly tenants?—Nearly all yearly tenants. In Limerick there are a good many leases for lives.

6816. Has this system of allowing the tenants to sell their interest been long in existence on those estates?—I think so, but I am only fourteen years agent in the southern and midland counties.

6817. You found the system in existence there when you went?—I did, to a certain extent.

6818. Do the landlords make improvements on the estates out of Ulster?—They make most of the improvements as far as buildings are concerned.

6819. Your experience is that out of Ulster the landlords make a considerable portion of the improvements?—Yes.

6820. More than they do in Ulster?—Yes.

6821. In Ulster, as a rule, they do not?—They do not. A sum of about £6,000 was expended in drainage on the property in Limerick and Kildare. We gave it to the tenants, and charged nothing for it.

6822. You charged no additional rent?—No additional rent.

6823. Are rents lower or higher in Munster than in Ulster?—They are lower in Munster.

6824. What is the proportion of rent as compared with the valuation in Ulster?—I think there is very little difference. On the Castledillon property it is very much the same as the valuation.

6825. In Munster is it the same?—The rent is considerably over the valuation in most places in Munster.

6826. You think the rents in Munster are higher than in Ulster?—Considerably.

6827. For the same quality of land?—Yes.

6828. Baron DOWSE.—Is the Munster land better?—Yes, part of it.

6829. Have you had many cases in the Land Court?—Three.

6830. Only three?—That is all.

6831. Were they all in Ulster?—Two were in Ulster. One arose out of a sale by the sheriff. A creditor got a decree of *fi. fa.*, and sold the farm, through the sheriff, against my consent.

6832. That was the case of *Hillock v. Cope*?—Yes. Nobody would buy it—it was worth a couple of hundred pounds, and the creditor bought it himself for five.

6833. What was the result of the land claim?—His claim was dismissed by Chief Baron Palles, in Dublin, on appeal, with costs.

6834. That was the third case you had?—No, that was the first. The second case was this—the steward at Dromilly set a house and four and a half acres of land without my knowledge. I kept the man afterwards as tenant, but I always paid the taxes and everything, and he was to give it up whenever it was asked for. It was part of the demesne lands, but when we wanted it he would not give it up. I had to evict him, and he brought a land claim.

6835. You succeeded in that case I suppose?—No. He was considered to be a tenant, but he did not get very much.

6836. You had only three land cases altogether?—That was all.

6837. On the whole do you find the tenant-right system working well on the property you are connected with in Ulster?—Certainly.

6838. Do you think it conduces to the prosperity of the tenant and of the country generally?—I think so. I think it is fair and just as between man and man.

6839. It does the landlord no harm?—No, not the least.

6840. And it secures the tenant?—Yes.

6841. And is good for the agent, and saves him trouble?—Yes.

6842. In other parts of Ireland you say the same system is to some extent growing up?—Yes, on estates of which I have the management.

6843. Do you find it works well there?—It has not progressed very much there—it is only occasionally in operation—but so far as it has gone I see no objection to it at all, quite the contrary.

6844. Do you see any reason why the tenant-right system should be confined to Ulster?—None at all, if the tenants created it for themselves.

6845. In your opinion has the Land Act been beneficial to Ireland or the contrary?—I do not think it has affected us much—I think the tenants were just as well without it.

6846. Don't you think that with regard to other estates, differently managed, it may have been an advantage, where there was an inclination on the part of the landlords to extinguish the tenant-right?—Yes.

6847. Raising rents unduly would extinguish the tenant-right?—Yes, but as a rule tenants when purchasing a farm think very little about the rent till they come to pay it.

6848. One of the incidents of tenant-right is a fair rent?—Yes.

6849. And not to be evicted except for nonpayment?—Yes.

6850. That rarely or never happens in Ulster?—I never knew it to occur except once—and in that case the landlord put a tenant out because he beat him in an action.

6852. Do you ever exercise the power of distress?—I never did, and I do not know anybody that does exercise it in Armagh.

6853. I believe the Castledillon property is a very good estate?—It is.

6854. How far is it from Armagh?—About two miles.

6855. Mr. KAVANAGH.—You say the tenants in Ulster as a rule make the improvements themselves?—Almost always.

6856. Do you notice any change in that lately?—I do not. I notice no change. I don't think they regard the present agitation as real or *bonâ fide*.

6857. Do you think the feeling of insecurity in their holdings is general?—From my own knowledge I think as a rule they all feel perfectly secure. I never had a dispute with tenants.

6858. Then what we hear about this feeling of insecurity being so general amongst the tenantry is not

the fact as far as your knowledge goes?—Certainly not, so far as my knowledge goes.

6859. Still is it not the fact that the landlord of an estate might destroy the tenant-right, if he so desired, by raising the rents?—No doubt he might.

6860. There is nothing in the Act to prevent him?—No.

6861. There is also this danger, that though the present landlord may be a good one, his successor may not?—Certainly.

6862. Baron DOWSE.—And a good agent is not immortal?—No. My experience is that the better you behave to your tenants the better they will behave to you. I have always found it so.

6863. Mr. KAVANAGH.—Does not the whole question, in the end, resolve itself into the question of rent?—I think it does.

6864. Therefore it is with regard to rent that any remedy, to be at all practical, should be applied?—I really do not feel competent to give any opinion upon that.

6865. Baron DOWSE.—Assuming that there is a feeling of insecurity in the minds of some people, does not that arise from the apprehension of the rent being raised?—Yes.

6866. Mr. KAVANAGH.—It is by raising the rent that the landlord could destroy tenant-right?—Certainly.

6867. Then if you were to apply any remedy it should be some plan which would fix the amount of rent, so that the landlord could not raise it unduly, is it not so?—Yes. I think if there could be some way devised for fixing rent by arbitration or some other way, in case of dispute, it would be desirable, but I would not like to go farther than that.

6868. You say you would not see any harm or injustice in extending the tenant-right custom to the south of Ireland, if the tenants created it for themselves, what do you mean by that?—By making their own improvements.

6869. Is that all?—That is all they did in this part of the country.

6870. The incoming man has to buy the right of occupation from the outgoing man?—Yes.

6871. Therefore, of course, when he does that he is entitled to sell his tenant-right on going out again?—Yes.

6872. Supposing that in the south a man came into

occupation of a farm, and paid nothing for it, how would tenant-right attach to him?—If the landlord allowed tenant-right on it, and made improvements, I suppose he ought to get something for them.

6873. You mentioned a property where you said a very large sum had been expended in drainage?—Yes.

6874. Do you think the tenant should have a right to sell that as if he had done it himself?—Well, the drainage of the estate made it more valuable and increased the landlord's security for the rent.

6875. Do you consider that to be a sufficient return to the landlord for his expenditure?—It was intended more as a gift, I think, than as expecting to be remunerated; by admitting the system of tenant-right, you make it the interest of the tenant to improve the land and benefit the landlord by securing his rent.

6876. But if the landlord objected to introduce the system of tenant-right on his estate, or considered that it was an interference with the rights of property, do you think it would not be so?—I think he would be very foolish to object to it, for I really do not see what harm it could do him. Some of the farms in the south of Ireland are rather large for tenant-right; but in the case of the small farms I do not see what harm it could do.

6877. Would you apply the principle of tenant-right generally to large as well as small farms?—I would. I don't see what harm it could do, but the larger the farm the less in my opinion it would bring for tenant-right. That, however, is only a theory of my own.

6878. The O'CONNOR DON.—Do you think that a landlord once he parts with his land, should never have a right to resume possession of it again?—I do not. I think he ought to have a right to get it back, but I would make him pay for it if he took it.

6879. Would you make him pay a tenant in the south, who paid nothing for it when he went in?—I would make him pay what the tenant paid for it.

6880. Suppose a landlord let a farm five or six years ago to a tenant, and charged him nothing for it, and the tenant laid out nothing on improvements since, would you consider it fair that that landlord should be obliged to pay tenant-right for that farm on getting it up from the tenant?—I would not; I would consider it very unfair.

Lieutenant-Colonel WARING, D.L., Waringstown, county Down, examined.

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6881. Baron DOWSE.—You are an owner of land?—I am.

6882. How many acres does your property contain?—A little over 4,000.

6883. Is it all your own property?—My own property.

6884. How long have you been in possession of that property as owner?—Since my father's death in 1866—fourteen years.

6885. Does the custom of tenant-right prevail in your district?—Yes, universally now; there were exceptions some years ago.

6886. What do you understand by the Ulster custom?—I understand by it the right of a tenant to sell the good-will in his holding to a person approved of by the landlord as to solvency and character.

6887. Mr. KAVANAGH.—Without limit of price?—Without limit of price. In my district we have never limited the price.

6888. Baron DOWSE.—Is there any rule as to price?—No, no fixed rule now. There is a sort of standard set up by the tenants themselves—unless there are some special reasons for changing it, they have set up in their own minds a sort of rule that £20 per Irish acre is a fair price for tenant-right;

but they sometimes go over or under that according to circumstances.

6889. I suppose the character of the landlord has something to do with it?—It has a good deal; also the situation of the land and its convenience to public markets. Strange to say I have seen cases in which the necessities of the outgoing tenant had an influence on the price. If he wanted to go to America, and required a certain sum for that purpose, the incoming man would be pretty sure to come up to that price.

6890. Are there any office rules or local regulations in your district affecting tenant-right?—Not that I am aware of.

6891. Do you find that the system of tenant-right works well?—Yes; I find it very satisfactory.

6892. "It secures the landlord his rent?—Quite so.

6893. And secures the tenant his improvements?—Yes.

6894. I suppose you look upon it as important that the landlord shall have a voice in the selection of the tenant?—I do think that is of importance, in the interests of the tenants themselves—more so even than in the interests of the landlord, for it is of great importance to the tenantry upon an estate that an objectionable person shall not be introduced amongst

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them; it is important to them that the new tenant shall be a man of solvency and character, and a good neighbour.

6895. Is there any right of pre-emption in the case of a farm being for sale?—Yes, the adjoining tenants have a preference.

6896. Does your evidence as to the tenant-right custom extend not only to your own estate but to the neighbouring estates of Lord Downshire, Lord Lurgan, and Mr. Stewart of Ards?—I am not prepared to say so much as that. I do not know the rules on Lord Lurgan's estate, but I believe the system on all those estates are somewhat similar to what I have described.

6897. Upon some estates there is a limit to the price of tenant-right?—Yes.

6898. Are you aware whether a practice has existed of purchasers giving sums beyond the price named to the landlord—giving large sums underhand?—Not where the landlord puts no limit on the price. There would be no object in it.

6899. But in cases where a maximum was fixed by the rules of the office is it done?—I have no doubt it is done occasionally.

6900. You say the landlord inquires into the character and solvency of the purchaser?—Yes.

6901. Suppose the purchaser had paid nearly all the money he had to the outgoing man for the purchase of the farm, so that he had little or nothing left to work it with, would you consider that man a solvent person?—Of course I would prefer a man who had not done so, but I would not refuse a tenant because of that.

6902. You would not consider him to be in insolvent circumstances simply because he had paid a large sum for the tenant-right, and had to borrow money to cultivate his farm?—No; I have frequently accepted men whom I knew to have borrowed sums of money.

6903. We have been told that in some cases the rent has been increased from time to time, and that the effect is to do away with the tenant-right—is that so in your district?—No. There has been no increase of rent to any material extent within my memory in our district, at least so far as Down is concerned.

6904. Are there leases on your property?—A few old leases which were granted from 1823 to 1828. Occasionally they are dropping in of course.

6905. For what terms are these leases?—For three lives and twenty-one years. Occasionally they fall in, and the farms are then revalued according to a scale which was fixed about the year 1859—in fact, they are put on the same rent as the other tenants-at-will, unless where the land is manifestly inferior.

6906. I suppose the result is that the rent is increased?—There is usually a little rise on the farms that were let in the period from 1823 to 1828. There were some few leases granted during the time of the war, which were lowered when they fell in—in fact, they were lowered before they actually fell in. But in the case of leases which were granted during those years, from 1823 to 1828, there is always a slight rise made when they drop.

6907. It has been said that tenants have been in some cases discouraged from making improvements in consequence of an apprehension that the landlord would raise the rents—is that a true statement as far as your district is concerned?—In my district I see no discouragement to improvements—every man who has means improves his farm as much as he can, I believe, and, as far as my knowledge goes, there is no such apprehension in the minds of tenants in my district.

6908. We have been told that that feeling prevails extensively in the district of Portadown and Armagh?—I except the county Armagh from my evidence. I am not in a position to speak of it. I speak of the county Down district, adjoining myself.

6909. In that district you do not know of any increase of rent doing away with tenant-right?—Certainly not. Any increase of rent made on the occasion of the fall of a lease has been only 1s. or 1s. 6d. an acre at the

outside—in some cases only amounting to a few shillings upon the whole tenancy.

6910. You have heard of the dispute which has been raised as to leasehold tenant-right?—Yes.

6911. Does leasehold tenant-right prevail upon your property?—It does.

6912. You make no distinction between such a tenant and one leaving under ordinary circumstances?—Certainly not. There was only one occasion on which I made any distinction—it was a very peculiar case—and one of the first cases that arose under the Land Act. It was a lease for twenty-one years which had been granted by my father of a piece of land which was in his own possession at the time of the lease. In that case, as the house was built to a large extent with the landlord's money, we did not consider there was tenant-right.

6913. That was an exceptional case?—It was.

6914. Mr. KAVANAGH.—I suppose the tenant paid nothing for the lease?—The original tenant paid £150, but against that his rent was reduced by £10 a year. I gave the tenant £300 for his improvements after claim for tenant-right dismissed by Judge Lawson.

6915. Baron DOWSE.—Under ordinary circumstances you say leasehold tenant-right prevails?—Quite so. In fact the question seldom arises; the tenant continues on generally after the expiration of the lease, as tenant from year to year.

6916. Is there an arrangement come to about the rent?—There almost always is an arrangement about the rent. My practice is that the tenant commences under the new rent in the succeeding year after the lease drops. If the life in the lease died on the 2nd November, 1879, he would not pay the new rent until November 1st, 1881.

6917. When he pays the new rent he becomes tenant from year to year with the tenant-right custom extending to his tenancy the same as any other tenant on the estate?—Yes.

6918. I don't suppose you have many evictions?—I never had one except the formal one in the case I mentioned which was done to raise the law point.

6919. Do you find the custom of tenant-right advantageous for the purpose of securing the rent?—Yes, I am in favour of it where it does not go mad.

6920. What do you call going mad?—Where two or three men bid against each other for a farm and give two or three times the fee-simple value of the land. I think that may be called going mad.

6921. Have you ever known an instance such as this, where a man paid seventy-five years purchase for tenant-right of a farm under Lord Edwin Hill-Trevor?—I have been told by Mr. Brush that it is customary in some places to pay that amount. I remember meeting a tenant-farmer on the road last summer, and our conversation turned on the subject of the great prices given for tenant-right. He said a couple of good crops of flax would pay it all.

6922. Would it do so, do you think?—No; I do not think it would.

6923. What would become of such a tenant if he had several bad crops?—Unless he could get another fool as big as himself to buy from him he would be likely to be in a hobble.

6924. You do not exercise the right of distress often?—No. I once distrained a cottier tenant who was trying to do a dishonest thing. That was the only case in which I exercised it. I have never distrained for an agricultural holding; he was a cottier tenant in a village.

6925. You think the Ulster system of tenant-right is an advantageous system for the country?—I do think so.

6926. Have you studied the origin of it?—I think the origin, as sometimes described, of it is somewhat apocryphal. I am old enough to remember something about it myself. I remember estates in my county where tenant-right did not exist, and where the landlord made the greater

part of the improvements. I allude to estates now in my possession. Shortly after my father coming into possession he introduced the Ulster custom, and the tenants thus became possessed of saleable property amounting to at least £10,000. Those tenants were paying higher rents than on other portions of the estate because improvements had been made by the landlord.

6927. The farms had been improved by the landlord and the tenants were paying higher rents on that account?—Yes.

6928. Since that time I suppose the tenants have made the improvements themselves?—Yes. Any improvements that have been made have been made by the tenants.

6929. Is that the custom in your district?—It is the custom for the tenants to make whatever improvements they require, except main drainage or things of that kind—cleaning out drains, or repairing roads; those are done largely by the landlord.

6930. Does he charge for them?—I have not done so; but it is right to say that I have not done any very extensive drainage—nothing that required me to get aid from the Board of Works. Of course, in that case, I should increase the rent.

6931. With reference to the farmers in your district, are they well off as a rule at present?—I think that up to last year they were very well off. Of course there has been a temporary depression this year, but I hope our present good harvest will go a long way to make it up.

6932. We have heard complaints of the American competition, has it affected farmers in your district much?—It has to some extent. I think it has put an end to the growing of wheat, which was largely cultivated in my neighbourhood some years ago. I think the farmers in Ireland had better drop growing wheat.

6933. Is that in consequence of the facilities for importing wheat from America?—Yes; and also I do not think wheat is a suitable crop for this climate. Barley also has been given up in our neighbourhood—I do not know why.

6934. What are the principal crops that are grown in your district?—Oats, flax, potatoes, and a great deal of rye grass is grown for seed.

6935. Are there much crops grown?—No, except by large farmers. Occupiers of farms of ordinary size do not grow roots to any extent. There is a large industry in the growth of grass seed.

6936. Do they make any use of the stalks of the grass?—Yes; it makes very fair hay, which does extremely well for cow beasts.

6937. Flax is a crop described as very exhaustive—is that your opinion?—I am not sure that it exhausts the ground more than any other white crop—except for itself—you can't grow it again on the same land for some time.

6938. It cannot be grown successfully more than once in six or seven years?—Quite so; it exhausts its own production, but I don't think it exhausts other production.

6939. We have had farmers examined before us—one of them was a tenant on Sir Richard Wallace's property—he said that, in his opinion, the farmers could not live at present prices, even if they had the land at a less rent than they are now paying?—I am unable to say what a farmer can or cannot do—not being a tenant-farmer myself.

6940. Do you find any difficulty in getting your rents?—Not any. Occasionally I have to give a few months time; but, as a rule, I have no difficulty in collecting my rents.

6941. Do you think any alteration in the Land Act should be made for better carrying out the objects which the Act of Parliament professed to have in view?—I cannot suggest any change. In the notes which I furnished to the secretary I recommended a system of arbitration. I think that would be useful.

6942. You say, in your statement, that you think the Ulster custom, as you have defined it, works very well?—Yes.

6943. Except where tenant-right reaches the extravagant figure to which you have referred?—I think it is injurious when it goes as far as that.

6944. Do you consider that the Ulster tenant-right, as you have defined it, is as good an arrangement as you could suggest?—I cannot suggest any improvement for a district circumstanced as mine is.

6945. Is there anything in your district to make it different from any other?—I do not know; perhaps where an estate was let in large dairy or grazing farms it might not answer, where a tenant might require more capital to commence with.

6946. In the case of estates let in ordinary agricultural farms you think the system might be a good one to apply to other parts of Ireland?—I cannot say. I would not like to give an opinion outside my own district. I have not information enough.

6947. You confine yourself, like a wise man, to what you know?—I try to do so.

6948. Do you know anything about the purchase by tenants of their holdings under the Church Commissioners?—No, except by hearsay.

6949. What would you think of affording facilities to farmers for purchasing their holdings?—I think they would be great fools to do so.

6950. You think it would be better for them to remain under a landlord?—I think they would be deliberately throwing their own tenant-right out of the window. Suppose a man pays twenty-two years purchase for the fee of his farm, and that he has given £14 an acre—or say nine years purchase for the tenant-right—do you think it likely that he would get thirty-one years purchase for that farm if he were selling it again?

6951. Your view is, there are two properties in the farm—there is the tenant-right and there is the fee—and if the occupier purchases the fee, the tenant-right merges in the fee, and you think he would have a difficulty in getting the two sums if he were to sell the farm again?—I do.

6952. Mr. KAVANAGH.—You don't think the man who gave twenty-two years purchase for the fee of a farm, the tenant-right of which was worth nine years purchase, would get thirty-one years purchase if he were selling it afterwards?—I am quite certain he would not.

6953. Baron DOWSE.—That objection may no doubt apply to the north of Ireland where tenant-right prevails, but take the parts of Ireland where there is no tenant-right—would it be useful there to facilitate the purchase of his holding by the tenant?—I think it might be beneficial for a prudent and industrious man. It would give him a sense of property which would induce him to work harder; but as far as I can judge from the effect of some perpetuity tenures which existed largely upon a property in my neighbourhood, I think the result would not be likely to be beneficial as a general rule.

6954. Then perpetuity tenures did exist in your district?—Yes, very largely. The late Sir John McGill of Gill Hall, many years ago took up the idea, and let a large tract of country on leases for ever, his example being followed by my ancestor and others.

6955. Did the lessees continue to occupy their holdings?—No, there is not a single instance remaining at the present time of the original lessee, or his descendants, remaining in occupation. In many cases they subdivided very largely. In one instance, on my own estate where the lease was of sixteen acres, the last renewal was made to eight or nine different occupiers.

6956. Can they live on such small patches of land?—Very badly, some of them are almost starving.

6957. Does weaving exist as an industry in your district?—Yes.

6958. That helps them to live I suppose?—Yes; the small tenants earn something in that way.

6959. We have been informed that weaving has greatly decreased as an industry of late years?—Yes. Power looms are now employed for the coarser kind of work, but for fine cambric and damask, handwork

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is still employed, though I have no doubt it will ultimately be superseded by machinery.

6960. If there was some means devised for preventing subdivision and subletting, do you think that, in the case of a thrifty tenant who had a portion of the purchase-money, it would be an advantage to him to assist him to purchase his holding if he was so inclined?—I think so. I think such a man during his own life would be benefited by it, but as to what would follow afterwards it would depend upon the character of persons who succeeded him.

6961. I presume you would be opposed to any artificial creation of a peasant proprietary?—I think so—taking the character of the general run of Irish peasants into consideration, I think it would in the great majority of cases be the reverse of beneficial.

6962. Would you approve of an exodus of landlords?—As far as I am concerned if they paid me I would not mind.

6963. Suppose they sent you off without being paid would you like it?—No indeed—I suppose I would keep a firm grip of the land as long as I could.

6964. Do you think it is of any advantage to have landlords in the country?—I think it is, I think they do many things which are useful to the community, and perform many public services which others would not have leisure to perform. I know I sat as a magistrate for nine or ten hours yesterday in the Court-house at Lurgan, dispensing justice to the best of my ability—and I did not get anything for it—not even my dinner.

6965. Is there any waste land in your district?—Very little.

6966. Is there any cutaway bog?—Not much, it is nearly all reclaimed now.

6967. How do they pay for that?—My practice is to give it to them free for some years, and after that to put them under a moderate rent.

6968. Is that by agreement?—Yes.

6969. The tenants approved of that arrangement?—They were satisfied with it—I gave it to them for seven or ten years free to get it into cultivation.

6970. I observe you say that in the case of the Grand Jury cess the tenants themselves prefer to pay it?—Yes, I offered to pay it, if they agreed to pay an increase of a shilling in the pound on the valuation, that would be about the average—but they all preferred to go on paying the cess.

6971. Are the tenants charged for the public roads when they adjoin their farms, are the roads measured in their holdings?—There is no measurement—I am not rich enough to keep a surveyor, and I prefer letting a farm at a bulk rent, rather than so much per acre, otherwise I might have discussions and disputes as to the exact contents of the farm, whether it contained a rood or a perch more or less. I therefore to avoid any questions of that kind, say to the tenant “I don’t know exactly what the measurement of the farm is, but the rent is so much,” naming a bulk rent. If the tenant asks me how much is that per acre, I tell him “take a pencil and paper and calculate that for yourself.” I don’t involve myself in any questions of measurement.

6972. With reference to arbitration, have you anything to observe?—Yes. On my estate where the adjoining tenant is selected as purchaser by the landlord, or if from any cause the purchaser and the outgoing tenant cannot agree as to the price of the farm, it is left to the arbitration of two men—one appointed by the outgoing tenant, and the other by the purchaser; and if the arbitrators cannot agree, my practice is from a list of the neighbouring farmers to select one man that will please them both as umpire.

6973. Does that work satisfactorily?—Yes. I sincerely believe the tenant-farmers in this neighbourhood and the surrounding districts would be perfectly satisfied if things were left as they are. I cannot suggest any alteration which would benefit either party, whatever may be the case elsewhere.

6974. You think they are satisfied with things as they are at the present time?—Perfectly so—so far as I know the opinions of the tenant-farmers in my neighbourhood.

6975. The O’CONOR DON.—With regard to other estates—I am not speaking of yours—has it come to your knowledge that there have been increases of rent from time to time, which have had the effect of extinguishing the tenant-right?—I don’t think there has been any increase of rent to such an extent as to extinguish the tenant-right. There may have been such an increase of rent as to reduce the value of the tenant-right, but not to extinguish it.

6976. Do you think it would be desirable to have legislation for the purpose of preventing that?—It is very hard to say. There may be cases where an increase of rent is fair and legitimate.

6977. Would you object to having an independent tribunal, with power to settle the question of rent, in cases where the tenant and landlord disagreed?—I would not, if a competent and independent tribunal can be found; but there would be great difficulty in finding it.

6978. Baron DOWSE.—Is it not possible, under the present law, for a landlord to raise the rent to such an extent as to diminish, and even destroy, the tenant-right?—I think it would be very difficult. I don’t think any resident landlord would think of doing such a thing.

6979. In your opinion, has nothing of the sort ever occurred?—I do not know of any place where the tenant-right is anything like extinguished. There are places where it has been lowered in value, but they are very few.

6980. Supposing it were proved in evidence that such a thing was done on some estates, do you think no attempt should be made to check it?—I won’t answer that. I think the worst enemy to the resident landlord, who wishes to treat his tenants properly, is the man who acts unfairly towards his tenants—he is the greatest enemy to the landlords of this country.

6981. The O’CONOR DON.—With regard to the old perpetuity leases which you referred to just now, I suppose they were made a long time ago?—Yes; in 1739 or 1740.

6982. The subdivision of the holdings, I suppose, took place many years ago?—I think not until towards the close of the war—perhaps about 1810. It was about that time, I believe, the principal subdivision took place.

6983. At that time there was not much emigration?—Not much emigration.

6984. There was no resource but the land for the employment of the people?—I don’t think that was the cause of the subdivision. It arose from the large families the people had, and the abundant employment at handloom weaving. A son would marry, and get a field or two to live upon. He got along as best he could; then that was repeated in the next generation.

6985. Do you think it a fair inference that what occurred in those days, when there was no emigration, would be repeated now, when the circumstances of the country are so different?—I don’t think subdivision would go on to quite the same extent; but it would go on to an injurious extent, I think.

6986. Do you find there is much tendency among the people at the present time to subdivide?—Not among the intelligent class, but there are always many who are not intelligent.

6987. Baron DOWSE.—Yours is an exceptional part of the country?—I believe it is a very comfortable part of the country compared with other parts.

6988. Mr. KAVANAGH.—Are there many small owners about your district?—No, not many; except in the case of those perpetuities. I have several small tenants holding perpetuities, paying a few pounds a year, and who have a large number of subtenants under them.

6989. Have there been many cases in your neigh-

bourhood of properties being bought by land jobbers?—There is one case in my parish.

6990. Do you know of anything unpleasant having occurred there?—A very unpleasant thing occurred for him—he was obliged to buy it over again, practically, for there were such damages given against him in the Land Court, that it practically amounted to a repurchase, for which I must honestly tell you, I think he was properly served.

6991. Then the Land Act has been effective in preventing the landlord from doing injustice?—I think so. I am quite certain that gentleman will not try the same game again.

6992. The O'CONOR DON.—What had that landlord done?—He raised the rents unfairly—the tenants refused to pay, and he proceeded to evict them, and he had to pay a compensation, which amounted nearly to a repurchase of the townland.

6993. You think that is a sufficient protection to the tenant against an unjust increase of rent?—I think

so. I do not think anybody will ever do the same again in that county.

6994. Your evidence is that the love of the tenant for the soil is not so great, that he will agree to pay any rent, no matter how high, rather than go?—No—I don't think the northern farmer would do so—whatever may be the case elsewhere.

6995. We have been told that such is their anxiety to remain in occupation of their holdings, that they will put up with any injustice rather than leave?—Such is not my experience; but of course I am speaking of an exceptional district. The people in my neighbourhood, are mostly of English and Scotch descent, and they have got a good deal of the Scottish shrewdness about them.

6996. Baron DOWSE.—There are some of Irish descent in your part of the world?—A few.

6997. The O'CONOR DON.—Do you think the Land Act had any effect in increasing or decreasing the price of tenant-right?—I don't think it made the slightest difference in my part of the world.

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Colonel WILLIAM BROWNLOW FORDE, Seaforde, County Down, examined.

Colonel Wm.
Brownlow
Forde.

6998. Mr. KAVANAGH.—You are the owner of property?—I am.

6999. What is the extent of land which you own?—Between 19,000 and 20,000 acres statute.

7000. Is it situated in the north of Ireland?—Yes, it is nearly all situated in one barony of the county Down.

7001. Is it all subject to tenant-right?—All subject to tenant-right.

7002. Would you give us your definition of the Ulster custom?—I consider that it involves compensation for improvements that the tenant and his predecessors have made, and the good-will of the outgoing tenant. It varies according to the quality of the land and houses. In some cases it amounts to £15 or perhaps £20 an acre, in other cases it may amount to only £8 an acre, according as the circumstances vary.

7003. Do you think the tenant has a right to stay on his holding as long as he pays his rent, and this compensation that you mention when he leaves it?—Certainly, as long as he pays a fair rent.

7004. Does the price vary on your property?—Yes, according to the circumstances of the farm that is to be sold, but when I give you my custom it will show you that it must vary in different cases.

7005. Are there any "office rules or local regulations" affecting the Ulster custom in your district?—None that I know of. My custom is this, when a tenant wishes to sell his interest in his farm, he first of all gets my permission to do so. I then select a tenant to succeed him, giving preference to tenants adjoining the farm about to be sold. The outgoing and incoming tenants each nominate a tenant-farmer on the estate to be approved of by me, to fix the amount the incoming tenant shall pay per acre to the outgoing tenant. This includes all houses and improvements upon the farm, together with the good-will. In case the two arbitrators cannot agree, and that I myself cannot settle the matter between them, I appoint an umpire whose decision is final.

7006. You do not limit the price to be paid?—No.

7007. You prescribe the form of ascertaining the amount, but you do not limit the amount?—No. That remains for the two arbitrators to do, but I consider the tenant coming in has a right to be as well treated and as well looked after as the tenant going out. As Baron Dowse said during Colonel Waring's examination, if he was made to pay more than he was getting value for, of course he could not live.

7008. It would impoverish him entirely?—It would.

7009. Whether the tenants are good neighbours

or not; would that have anything to do in the matter?—I don't know that it would.

7010. When the price of the tenant-right is limited is it common for money to pass beyond the limit fixed?—I cannot say for certain, but they would not let the landlords know whether they did that or not. Under my system they would not do that, because they have the arbitration.

7011. Was it usual before the Land Act, 1870, for leaseholders to obtain the benefit of the Ulster custom on the expiration of their leases?—I have always given the Ulster custom at the expiration of leases.

7012. Baron DOWSE.—Provided the tenant remains in?—No, it is only when he went out that he would get the compensation; if he remained in he would be a tenant from year to year.

7013. Would you give him the Ulster custom if he went out at the end of a lease?—Yes.

7014. How would you work that out?—By valuation in the same way.

7015. Would you give it yourself?—No; the incoming tenant. He would get the tenant-right just the same as his neighbour.

7016. Mr. KAVANAGH.—Are there many, or any cases, where from the size of the farm, the length of the lease, the fact of the landlord making the improvements or other circumstances, the Ulster custom does not apply?—Not more than two or three. In some of them I purchased the tenant-right myself, and another was a case as to demesne lands that I farmed myself for a number of years, and on which I laid out a great deal of money. I have let that farm out on lease, for nineteen years; and as I made the improvements myself I do not think that the farmer would be entitled to the tenant-right. In another case I bought the tenant-right myself, and gave it to a man, and I do not consider he has a right to it.

7017. Have you any suggestions to make as to "any alterations in or amendments of the existing law as it affects holdings under the Ulster custom"?—No; I think the present law is good and it should not be altered, but if altered, I think my custom so good that I would recommend its adoption. It is good for both the outgoing and the incoming tenant.

7018. Do leases exist in your district?—Very few on my property.

7019. Are they increasing or decreasing since the Land Act?—Decreasing I should say; they would not thank you for a lease now.

7020. They do not take them?—No.

7021. Are leases generally held at reduced or advanced rates as compared with yearly tenancies?—

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That depends on the time the lease was granted. I have some old leases that would be lower than the tenancies at will.

7022. And on the expiration of those leases you think it would be fair to raise the rent?—To be sure.

7023. Is any fine taken?—No, I am prohibited by the settlement under which I hold my estate.

7024. It is common to revalue the land on the expiration of the lease?—Yes. If the land is let lower, having regard to the quality of the soil, than the surrounding farms that are let from year to year, of course it is revalued.

7025. I presume, in any revaluation of that sort, you would not take into consideration the improvements made by the tenant?—No, I would take into consideration chiefly the rate that his neighbours were paying. I would take that more than anything else, because I think it is fair.

7026. Were the conditions of leases before the Land Act generally the same as of those given by the same landlord at present?—The same. An agricultural lease I never gave; they won't take them out from me.

7027. Do tenants readily accept leases?—They are not asked for. I believe tenants would now rather hold from year to year than have a lease, as they are so well protected by the Land Act, not only getting compensation for improvements but also for disturbance.

7028. Is the condition of leaseholders and their farming superior or the contrary to that of yearly tenants?—I agree with Colonel Waring's statement. It is to the effect that the old perpetuity leaseholders at low rents do not cultivate their farms as well as the men holding from year to year.

7029. Can you say what proportion the rent on your estate bears to the tenement valuation?—I have calculated it in two ways. If I include the value of buildings my rent is about eighteen and a half per cent. under the valuation—if I deduct the value of the buildings my rent is pretty nearly equal to the valuation, but still something under it.

7030. Do you think the Government valuation is a good test for rent generally?—I think that perhaps in some parts of the country the good land is not as highly valued as the bad land in other parts, but as far as my knowledge goes, about my district the rents are generally over the Government valuation.

7031. You know something of the circumstances in the South?—Not very much.

7032. I thought that you knew something about Wexford?—I sold a property there; but so long ago that I do not remember about that.

7033. I was going to ask you is the valuation in the South and West the same as in the North?—I could not give an answer to that.

7034. Is it your experience that the raising of rent has been on the increase since the Act of 1870?—I should say not, as a rule; but in a few cases, where it was thought right to do so, it was done.

7035. But not as a rule?—Not as a rule.

7036. You do not adopt the plan of revaluing at stated intervals?—I have never revalued, nor my father before me. The present rents have been going on since 1837. My uncle died in 1837, and my father succeeded him, and the rents have been the same since.

7037. Have you any disputes about rents?—No.

7038. Baron Dowse.—Or have you had any land cases?—Never.

7039. Mr. KAVANAGH.—Do you often use the right of distress?—Never.

7040. As to improvements in your district, are they generally made by the landlords?—What I call estate improvements are. I will give you that, in answer to No. 3 under "Improvements," as to what is the part usually undertaken by each. In any extensive improvements, such as arterial drainage or reclamation of bog, I borrow money from the Board of Works, and I proportion the amount to each tenant. I allot him his

proportion, and he pays me the interest for the twenty-two years which I borrow it for. I take the responsibility of it; and at the end of that time, of course, the instalments cease.

7041. Baron Dowse.—Is that paid by way of addition to the rent?—Yes. I have a separate book for that, and I keep an account, entirely apart from the tenants' rent as to these instalments.

7042. But it is paid with the rent?—Yes; but not added to the rent.

7043. Because there is a time when it is to cease?—Yes.

7044. Mr. KAVANAGH.—I suppose that the minor improvements are made by the tenants?—Yes.

7045. Has there been any difference as to these since the passing of the Act?—No.

7046. Has the Act of 1870 encouraged or checked them?—I think they have just gone on about the same.

7047. Your evidence is that the tenants are not prevented in their improvements by any feeling of insecurity?—I think quite the contrary.

7048. Now, with regard to landlords, do you know whether it has encouraged or checked their improvements?—It has checked them. Prior to the passing of the Act, I used to allow for slates, timber, lime, &c., and for drainage, which I do not do now, as the improvements all belong to the tenants.

7049. Have many or any cases occurred in your district where an outgoing tenant has obtained insufficient compensation for his improvements?—No; the tenant-right very often exceeds the fee-simple.

7050. Have you had any cases of purchases under the Bright Clauses of the Land Act?—Nothing of the kind has taken place in my part of the country, and I know nothing about it.

7051. As to waste land—have you any remark to make on that point. What do you understand by it?—It is difficult to know what is meant by it. I have looked into a dictionary for a definition of it, and it says, "A deserted and barren tract of land;" but, if you mean by waste land reclaimable land—

7052. Baron Dowse.—Land that at present produces nothing but has capacity for improvement?—Yes.

7053. Mr. KAVANAGH.—Has there been any waste land reclaimed?—There is very little waste land in county Down.

7054. Baron Dowse.—Do you know a case where it has been given to a tenant at a nominal rent for the purpose of reclamation, and that afterwards, when he has expended his bone and sinew on it, the rent has been raised?—No; I had two or three bogs, and after arterial draining, in order to bring it into a state of cultivation, the tenants had it for seven years for nothing, after which they came under rent.

7055. That was by agreement?—Yes.

7056. Mr. KAVANAGH.—They were to hold it for nothing for seven years to compensate themselves?—Yes.

7057. Baron Dowse.—You said to them "You merely hold this for seven years for nothing, for your labour in reclaiming it"?—Yes.

7058. But that is not giving a man ground at a shilling an acre, and after he has improved it charging him five shillings an acre?—That would not be allowed in Down.

7059. Mr. KAVANAGH.—Has any unfairness resulted in your district from the exception in the Land Act of 1870, of demesne lands, townparks, and large pasture farms, from the holdings in respect of which compensation may be claimed?—No; I may say there are no large pasture farms in county Down.

7060. Have you any townparks?—Yes; I have, but I don't think townparks should be subject to the Ulster custom, because they are virtually accommodation for the people living in the town. They are generally grass for a cow or something of that sort. I don't think people have any right to get compensation for townparks.

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7061. Are there any of this description of holding you have named to which you would consider it desirable to extend the benefit of the Act of 1870?—I should say not.

7062. You would not suggest any change in that direction?—Certainly not.

7063. Now as to the section as to the Grand Jury cess?—According to my custom of arbitration, the land having been originally set subject to the county cess, and all the arrangements being made for the disposal of the farm under that head, I have made no alteration so far as the cess is concerned. The tenant coming into possession takes the farm on the same terms as the tenant going out, and the arrangements are made on the old letting, there being no new tenancy created, he takes the tenancy from his predecessor, and he comes in to my agent, and signs the award in the book taking the land over.

7064. Has the section (68) which excuses the payment of rent for land covered by a public road been effectual to any extent in your district? The answer there would very nearly be the same as in the previous question, because the farm was sold subject to the roads being on it, and if any new roads are being made the tenant gets ample compensation from the Grand Jury to pay him for any loss he may sustain by the road going through the farm.

7065. Baron DOWSE.—He sometimes gets more than the landlord?—Yes; so that there is no hardship in making the tenants pay for the roads.

7066. A new road might be made and the tenant gets his compensation, and the landlord also gets his compensation for the fee, but supposing there are old roads, roads made twenty years ago, and the property changes hands in the meantime?—That farm was originally let subject to those roads being upon it.

7067. And then he pays his proportion?—Yes.

7068. You mean if on the farm he gets his compensation?—Yes.

7069. And if he buys the farm?—He buys it or the contingency.

7070. Did you ever get compensation, as a landlord, for a road?—Never.

7071. But it could be asked for?—There is no doubt about it.

7072. There is a class of landlords who ask for it?—Yes.

7073. Mr. KAVANAGH.—Do you suggest any alterations in, or amendments of, the existing law regulating the relations of landlord and tenant?—I consider the Act of 1870, protects all parties, and no injustice can now be done having regard to its provisions. The tenant is perfectly safe, and as to the landlord, Colonel Waring spoke strongly on that subject. If the landlord sought to put on an exorbitant rent the tenant would be protected in the Land Court.

7074. Baron DOWSE.—That is all very well as to Ulster, and if Ulster were the only part of Ireland we had to deal with the Irish question would be a different one?—That is so.

7075. Don't you attribute a good deal in this part of the country to the beneficial results of the Land Act, taken in connexion with the tenant-right that existed?—Yes.

7076. One of the benefits was that it legalized the tenant right?—Yes.

7077. And if a tenant was turned out he got compensation?—Yes.

7078. But if there are other parts of Ireland where tenant-right does not exist, do you think it would be a good thing to extend to them the same system as

exists in Ulster?—If the tenant never paid anything for coming in I don't think he has a right to get for more than his improvements.

7079. Nothing for his good-will?—No, if I have a farm upon which I have made improvements, and I let that to a man, and charge him no tenant-right for it, I should say that it should never be subject to tenant-right, because I made the improvements.

7080. But there are farms in other parts of Ireland where the tenant gets nothing at all?—Oh, he should get for his improvements.

7081. He does that under Act of Parliament, but in Ulster he gets more; he gets for his good-will?—Yes.

7082. And even where the landlord has made no improvements?—Yes.

7083. Do you not think that the southern tenant considers his northern brother better off?—I dare say he does, and there is no doubt about it he is better off, but I think it should not be so largely extended.

7084. Whether it arises from the good nature of the landlord or not they have here felt the benefits of that which other parts of Ireland have not?—Yes.

7085. Mr. KAVANAGH.—Have all the northern tenants themselves or their predecessors paid for the good-will?—No; the northern tenant has not always paid for the good-will?—In bad times, as in 1848 and 1849, there was no tenant-right at all except a mere trifle to get a man away. Those who got the land then got the tenant-right. Although they did not originally pay for it, if leaving now they would get the tenant-right.

7086. Although they did not pay for it nor those before them?—Yes.

7087. It was granted by the good-will of the landlord?—Yes.

7088. And made law by the Act of 1870?—Yes.

7089. Baron DOWSE.—And you do not object to that?—No.

7090. Because you think it secures the landlord his rent?—Yes.

7091. Is it not quite possible that by raising the rent the tenant-right might be made of very little value?—I think the tenants of county Down would be down pretty sharp on the landlord who attempted to do that.

7092. You think that if the landlords attempted to ask them an unfair rent, they would say that they would not pay it, and that then the only plan for the landlord would be to serve them with a notice to quit, and that as soon as they got that they would put in a claim for compensation, and the case would come into the Land Court?—Yes.

7093. But all the people of Ireland are not as sturdy as the Down people?—Perhaps not.

7094. Is it possible that in some parts of Ireland a man rather than fight with his landlord would pay something extra?—No doubt of it.

7095. In fact he is not entirely a free agent in the matter?—Well I would not say that he is not a free agent because he has the Land Act to fall back upon to get compensation for any injustice done to him.

7096. You are not aware of any gradual increase of rent over the province?—I do not think there is anything of the sort in the county Down.

7097. We have heard a good deal of talk about it in county Armagh?—That is too far away from me.

7098. You speak from what you know yourself?—Yes.

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7099. The O'CONOR DON.—You are agent for Lord Bangor?—I am.

7100. What is the extent of his property?—His agricultural estate includes about 7,000 acres.

7101. Have you the management of any other estates?—Yes; the estate of Mr. Ward, about 5,000 acres, and Major Nugent, about 700.

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7102. You have heard the evidence of Colonel Waring and Colonel Forde?—I have.

7103. Do you concur generally in the evidence they have given?—I do.

7104. Are there any points on which you differ from them?—No. I wish to make some remarks as to office rules. When I became agent ten years ago on my brother Lord Bangor's property there was an office rule limiting the tenant-right to £5 per statute acre. That continued for some time after I became agent, but latterly I thought it operated injuriously in discouraging improvements on the part of the tenant. I suggested an alteration which my brother conceded and which was unanimously approved of by the tenants. I assembled the tenants in two different parts of the estate, and explained to them the alteration I proposed, and also to the tenants of Major Nugent and Mr. Ward. They all agreed that nothing could be fairer; it is very much the same as the system that is adopted on Colonel Forde's estate.

7105. A system of arbitration?—Yes. I proposed that in order to fix the sum to be paid for tenant-right there should be a reference to arbitration—that an arbitrator should be appointed by the outgoing tenant, and another by the incoming man, and a referee or umpire appointed by the agent on the part of the landlord—some person approved of by the two arbitrators, to decide any difference of opinion that there might be between them.

7106. Did you restrict the sale to tenants on the estate, or did you leave it open to outsiders?—The tenant to be selected by the landlord, none of them objected to that. I stated at the time that of course the landlord would naturally give the preference to the next adjoining tenants, and if neither of the adjoining tenants wished to purchase, then to some other tenant on the property.

7107. In those cases is there any increase of rent?—There is no increase of rent necessarily. There is very seldom any increase of rent upon those estates, it may happen occasionally in the case of some old tenancy where the rent has been low and would bear a little increase; but it is very seldom that there is any increase of rent.

7108. Are the rents generally speaking low?—On Lord Bangor's property they are below the Government valuation. On Mr. Ward's they are generally about equal to the valuation. On Major Nugent's the rents are rather above the valuation, in some instances considerably above it, but there is a reason for that. On his estate there is a valuable sea-shore and his tenants have the benefit of the sea-weed which is an immense advantage to them, and they are perfectly satisfied to pay an increased rent in consideration of that.

7109. I gather from your evidence that you are opposed to allowing free sale of tenant-right to the highest bidder?—Very much opposed to it. I think it is against the interests of the tenantry because it is in fact rack-renting the incoming tenant. If the landlord charges but a low rent for the land, it makes no difference to the incoming tenant if free sale is permitted, because the price exacted for the tenant-right owing to the competition of one man bidding against another, has the effect of rack-renting the incoming man.

7110. You say in the notes which you have furnished, that in your opinion the principle of free sale would in the end compel the landlord to raise the rent, because under it the landlord, who let his land at a low rent, would find that his beneficence was thrown away, in consequence of the excessive prices which would be exacted for the tenant-right?—Yes. I say that if the landlord lets his land for a lower rent than he could legally claim for it, all the benefit conferred on the tenant is done away with, if free sale is permitted, because the amount which an incoming tenant has to pay for the tenant-right virtually runs up the rent to a high rent.

7111. Has the principle of free sale, where it is

allowed, had any effect upon the landlords of estates with which you are acquainted in discouraging improvements?—Yes. As a matter of fact, the three landlords, whose estates I manage, have declined to make any improvements, or expend any money on the land, until the question is settled.

7112. Who makes the improvements, as a rule?—The tenants. The landlords have assisted in drainage.

7113. Is there any difficulty about the settlement of the amount of rents?—No.

7114. Would you object to having the question of rent settled by an independent tribunal in case the landlord and tenant did not agree?—As far as my experience goes I think they would prefer to settle it themselves—let it be determined between the landlord and tenant without any interference.

7115. That might be the case with such good landlords as those you manage for, but in other cases, with a different class of landlords and perhaps of tenants, do you think a system of adjusting rent by a competent tribunal would be practicable?—I think it might be useful to have an independent tribunal to appeal to in the case of a tenant who was rack-rented. Of course I cannot say what tribunal it should be.

7116. What do you consider the fair rent of land as compared with the Government valuation?—I think 10 per cent. above the Government valuation of the land—not including farm buildings—would not be an excessive rent.

7117. Is that the average rent on the estates you manage?—No. On Lord Bangor's estate the rent is just about equal to the Government valuation of the land, not including the buildings.

7118. Are the improvements in the estates you manage usually done by the tenants?—By the tenants. The landlords have assisted in drainage; and they have also assisted—not latterly, but a few years ago—by giving timber and slates for office houses.

7118A. You think the Land Act has had the effect of checking the assistance given by landlords towards improvements?—Certainly.

7119. Is there any other point on which you differ from the evidence given by Colonel Forde and Colonel Waring?—No.

7120. Baron DOWSE.—Have you any experience of tenants having become purchasers of their holdings?—No. We have had no case at all of it.

7121. You have not known any cases of tenants purchasing under the Church Commissioners, or under the Bright Clauses of the Land Act?—No.

7122. Do you think it would be advantageous to afford opportunities to tenants who were thrifty, and had some of the purchase-money themselves, to become the purchasers of their holdings?—Yes; I think in the case of an industrious and thrifty tenant it might be desirable; but the majority of tenants find it difficult enough to pay their rents, and I am certain that they would have to borrow the entire of the money—that whatever sum they would have to pay they would require to borrow. As far as I am able to judge from speaking to the tenants, the ordinary class of thirty-acre tenants, have no desire to become proprietors.

7123. If a man had the money to purchase do you think it would be useful to give him the opportunity of doing it?—Certainly, provided the landlord was willing to dispose of his property.

7124. The difficulty I suppose that you see in it is that if he borrowed the purchase-money the annuity he would have to pay would be more than his rent?—Yes.

7125. Supposing the money was lent on such favourable terms by Government that the man would not be paying more than his rent, do you think that he would have an additional sense of security in the knowledge that he was owner in fee, and that it would act as an inducement to him to do his utmost to improve and make the most of his land?—I do not think that in the case of ordinary tenants it would have that effect. When they have a good landlord they look upon him

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as a friend to whom they can go in the case of any trouble or difficulty. They would be deprived of that if they were proprietors themselves.

7126. These observations apply to tenant-right holdings?—Yes.

7127. Men who hold at a fair rent, with a power of sale, and not to be disturbed as long as they paid the rent?—Yes.

7128. You say that in case of a difference as to the amount of the purchase-money, you fix it in the same way as in the case of Colonel Forde's estate?—Yes.

7129. By arbitration?—Yes.

7130. Would that check excessive prices?—My own opinion is that there ought to be a limit to the price of tenant-right. A case occurred the other day in which one of Lord Bangor's tenants purchased the tenant-right of a holding—the yearly rent was the Government valuation of the land, not counting the buildings—£74 a year. The price he paid, and which he considered a great deal too high, was £800. I think ten years purchase would be a fair limit for an incoming tenant to give.

7131. You do not apply that limit on the estates under your management?—No.

7132. Subject to the approval of the tenant by the landlord, the price may be anything they like?—Yes; determined by arbitration.

7133. The outgoing tenant of course looks at the thing from his own point of view and does not regard so much, either the landlord or the incoming man?—Of course.

7134. Those who advocate free sale from the outgoing tenant's point of view, want to get as much as they can for the tenant-right?—Of course.

7135. But in a public point of view we must look at the result which such a system would have upon the country?—Yes.

7136. That is the way you look upon it?—Yes, I think it would prevent the landlord from enlarging the farms of industrious tenants. My own opinion is that farming does not pay on very small farms, and to make it pay it is desirable to enlarge the holdings of thrifty industrious tenants. You would prevent this if you allowed free sale—you would have people brought in as purchasers from other localities, and if they were persons to whom you could not allege any legal objection, you would be obliged to accept them. I think such a system would not improve the relations between landlord and tenant, and that it would be bad in a public point of view.

7137. Are there any waste lands in your district?—No.

7138. We have been told here by several tenants on various estates—I am bound to say that up to the present time that there has been no case stated upon any of the estates under the management of the gentlemen who have been examined here to day—that when a tenant makes improvements he is forced to pay an increased rent, which has the effect of creating a feeling of insecurity in his mind, and of lessening the value of the tenant-right. Has anything of that kind came under your experience?—Nothing whatever.

7139. We are told that upon every change of tenancy—even on the death of a husband, and the widow being placed on the book as tenant in his place, or of a son being accepted as tenant in place of his father—there is some change made in the rent to the detriment of the tenant. Do you know anything of that?—No. I will tell you what occurred on Lord Bangor's property. Some of his old tenants, at the time of the revaluation of his property some years ago, before I became his agent, were allowed to hold at rents considerably below the value of the land, on the understanding that upon their death, when their sons succeeded them, the rents were to be increased a little.

7140. But in no case, I understand, did the rent exceed the fair letting value?—No.

7141. In the cases to which I refer which were brought before us, the parties complained that the rents were increased beyond the fair value of the land?—I never knew of such a case.

7142. Then I am to understand that on the estates you manage there has been no decrease of the value of the tenant-right in consequence of interference with the rent?—No.

7143. I suppose of late years tenant-right does not produce as much as it used to do, since the bad times set in?—I have only lately become agent on Mr. Ward's property, but on the property of Lord Bangor I have been agent ten years, and I do not think the tenant-right ever exceeded ten years' purchase.

7144. Even on the arbitration system?—Even on the arbitration system.

7145. When the price was limited to £5 per acre, was there any underhand dealing?—I have no doubt there was, but I did not see it. I have no doubt about it that underhand dealing was resorted to, and that was one of the reasons why I suggested the alteration.

7146. What is the average price of tenant-right with you?—About £10 per acre, statute—our rents are on an average about £1 per acre.

7147. If there did exist on any estates in Ulster where tenant-right custom prevails a habit of raising rents as far as the tenant was able to bear it, would not that have the effect of lessening the purchase of the tenant-right?—Certainly.

7148. Would it be well, if possible, to prevent that?—I think the law as it at present stands would prevent it.

7149. That is, the tenant would refuse to pay the increased rent, and appeal to the Land Court?—Yes.

7150. I find the law is very unpopular with some people, and they dread going into court—suppose a man didn't want to go into court and said, "I would rather pay a couple of shillings per acre extra rent than have a notice to quit, an ejectment, and a land claim before the County Court Judge, for I am not sure what he might do"—are not there many people of that way of thinking?—There may be.

7151. Would it be well if some way was found out of settling disputes as to rent honestly between man and man without obliging the parties to resort to ejectments and land claims?—I dare say it would—if the wisdom of our legislators could find out some satisfactory way to settle such cases it would probably have a good effect.

7152. Of course in the case of good landlords, such a thing would not be required, it would do them no harm; but I dare say you are aware, that there are some landlords, whom it would be desirable to keep in check?—I dare say there are, especially some of the small proprietors, who purchased in the Landed Estates Court.

7153. Persons who purchased land as an investment?—Yes.

7153A. Who have no hereditary or family connexion with the estate which they have purchased?—Yes.

7154. And no name to keep up?—No.

7155. Those are the men whom it would be well to keep in check?—Yes, those are the men who do the mischief.

7156. The O'Conor Don.—Would you suggest a new valuation of Ireland, as a means of settling rent?—If there was an alteration in the law, I think it would be necessary to have a new valuation. I do not think the present valuation would be a proper basis for rent.

7157. Would you be opposed to any change that would put the landlord in the position of an ordinary creditor?—I would be strongly opposed to it. I think it would be a bad thing for the tenant, for two or three reasons. One reason is that the landlord would be obliged to come down on the tenant, as soon as the rent was due. This year we found that giving time

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to the tenants was, in some cases, better for them than an abatement of rent, but if the landlord was in the same position as another creditor, he would have to come down on the tenant at once.

7158. You mean taking away the landlord's power of eviction if a year's rent is due?—I mean taking away the landlord's priority of claim for rent, upon the goods and chattels of the tenant.

7159. That is by distress?—Yes; and also the landlord can claim it without actually coming down and seizing the goods himself, because he can claim a year's

rent, if due, in the case of any ordinary creditor seizing under an execution.

7160. You would be opposed to abolishing that?—I would. There have been cases where tenants would have had everything they had in the world seized under an execution, if I had not put in a claim for a year's rent, men who I knew would be able to pay in a little time.

7161. Baron Dowse.—You think it is even more the interest of the tenant than of the landlord to preserve that?—I do.

Mr. J.
Blakiston-
Houston, D.L.

Mr. J. BLAKISTON-HOUSTON, D.L., Orangefield, Co. Down, examined.

7162. Baron Dowse.—You are an owner of land?—I am.

7163. What is the extent of your property?—Between 7,000 and 8,000 acres in the counties of Down and Armagh.

7164. You have heard Colonel Forde, Colonel Waring, and Mr. Ward examined?—I have.

7165. Do you concur with them substantially?—I concur with them substantially, but there are one or two points on which I would wish to make an observation. First, as to the Ulster custom.

7166. What do you understand by the Ulster custom?—I understand by the Ulster custom, the right of an outgoing tenant to sell the good-will of his farm, subject to the rules of the estate.

7177. What are the rules on your estate?—The farm may be revalued; it must be sold to a tenant on the estate; the adjoining tenant to have the preference, provided he gives the outgoing man a fair price. Those rules have existed on my estate for the last forty years, probably longer. Should no tenant on the estate be willing to buy, the farm would have to be sold to an outsider.

7178. Subject to those rules, the tenant-right is unlimited?—Yes.

7179. There is no restriction as to price?—No.

7180. Have you had any instances on your estate of increase of rent?—Yes. My rents were very much reduced at the time of the famine in 1846 and 1847. They were re-adjusted in the year 1852, but four townlands were found a few years ago to be very much under-let, compared with the other holdings on the estate, and they were re-valued by Mr. Thomas Fitzgerald, of Dublin. There was no difficulty about the additional rent—they all paid it, and to show you that the rent was not unduly raised, I may mention that the rents in that union are still 12 per cent. below the poor law valuation.

7181. Have you had any recent increase of rent upon your estate?—The re-valuation I speak of was in 1876.

7182. How much was the increase per cent.?—From 9 to 12 per cent.

7183. Had that increase any sensible effect on the tenant-right?—I don't think there have been any sales since—there was one sale three or four days ago, but I do not know what price was given. I don't think it could have had much effect.

7184. Did you give Mr. Fitzgerald directions when making his valuation, not to value the improvements of the tenant?—I had no conversation with him myself. Mr. Fitzherbert Filgate, who is my agent, and Lord Clermont's agent, told Mr. Fitzgerald he was

to make a valuation on the basis of the fair value of each holding, as between man and man. Mr. Filgate, afterwards revised Mr. Fitzgerald's valuation, and in some instances reduced it; because certain things that no valuator could know of had been done by the tenant, and afterwards Mr. Filgate and I went over it again, having had conversations with the tenants, and made some further reductions in the rent.

7185. Did the tenants agree to the rents as finally adjusted?—Yes—there was no difficulty, with the exception of one man, and that was because he had a subtenant, which I was not aware of.

7186. Were those tenants from year to year?—Yes.

7187. Your estate is still let at lower rents than some of the neighbouring properties?—It is.

7188. Was it let exceptionally low before you had the valuation made in 1872?—Those four townlands were let at exceptionally low rents.

7189. I suppose that was the reason you had it re-valued?—Yes.

7190. Are there many, or any cases of holdings on your estate to which owing to the size of the farm, the length of the lease, the lowness of the rent, the fact of the landlord having made the improvements, or other circumstances, the Ulster tenant-right does not apply?—There may be some—very few.

7191. What per-centage would the number of such holdings bear to the entire?—I should say, not more than one-half per cent. I may mention as regards leases that there are hardly any leases on my property, except on a small one that I lately purchased from Lord Dufferin.

7192. The O'CONOR DON.—Does tenant-right exist on that estate?—I only bought it a short time ago—and I do not know precisely what has been the custom upon it.

7193. Will you admit tenant-right upon it?—I think I shall. I may mention that my father and myself, have expended a very large sum of money upon the improvement of our estates—about £10,000—but since the passing of the Land Act, I have been obliged to cease doing so.

7194. On the improvements which were made before the Act, did you charge a per-centage to the tenant in the shape of increased rent?—No—no per-centage was charged, except where the man had a lease—which I may say was only in about two cases.

7195. Do you find the system on your estate works well?—Perfectly.

7196. It gives satisfaction to the tenant?—Yes.

7197. And secures you the rent?—Yes.

7198. Do you recognise leasehold tenant-right?—Yes.

Mr. Mark
Seton
Synnot, D.L.

Mr. MARK SETON SYNNOT, D.L., Ballymoyer, Newtownhamilton, and Mr. JOSEPH ATKINSON, D.L., Crow Hill, Armagh, were examined together.

7199. Baron Dowse (to Mr. Synnot).—You are an owner of land?—Mr. Synnot.—I am.

7200. How many acres do you possess?—7,377 acres.

7201. In what part of Armagh is your property situated?—In Barony, Upper Fews, southern part of county.

7202. Is much of it low land or high?—It is all arable land except a portion of bog.

7203. Does the tenant-right custom prevail there?—Yes.

7204. On the whole estate?—On the whole.

7205. Does it also prevail on the surrounding estates?—It does.

7206. What do you understand by the Ulster custom?—The liberty of the tenant to sell his interest,

according to usage, in a farm, to a purchaser, subject to the approval of the landlord.

7207. Is there any restriction as to the sum?—None on my estate.

7208. Is there any right of pre-emption given to a neighbouring tenant?—There is no actual right, but, as far as possible, our desire is to extend the size of holdings, and we give the preference to the adjoining tenant.

7209. About what rate does tenant-right sell for in your part of the country?—On large holdings (and I must qualify that by saying we reckon small holdings as those which are less than twenty acres) the tenant-right generally sells for about £20 per acre, the rent being from 17s. 6d. to £1 per acre.

7210. Is that the statute acre?—Yes.

7211. Is there an increase of rent ever made upon a change of tenancy?—A “variation” of rent would be a more proper term. In some instances upon my estate it has been lessened.

7212. The rent is changed upon the occasion of a change of tenancy—sometimes it is increased and sometimes decreased?—Yes; generally it is increased. The principle—if I may explain it—is this. It had been the habit of tenants when leaving their farms, to sell the tenant-right with a given rent, but I with other landlords, objected to being dictated to as to what the rent of my land should be, and I therefore claimed the right to vary the rent upon a change of tenancy. In many instances, where farms have been sold for £300 or £400, the rent has not been varied 5s. a year, but it is always varied to some extent in order to assert the principle.

7213. As much to preserve your own rights as for the sake of anything to be made by it in the shape of increased rent?—Yes.

7214. Then am I to take it that there has been no substantial increase of rent?—There has not.

7215. We have been told that in some parts of Ulster, and especially in Armagh, rents have been increased so much as to seriously diminish the value of the tenant-right—is that so?—Not upon my estate. I think it right to make this statement:—I succeeded to the estate in 1874, and there has been no revision of rents or valuation since the year 1844. At that period there were about 1,200 acres of bog on the estate which is very valuable property in our country. In 1877 I had the estate revalued, more with the view of measuring and ascertaining how much of that 1,200 acres had become arable, than with any other object. Some of it had been reclaimed and was yielding very good crops. I found that of the 1,200 acres of bog land which existed in 1844, there are not 500 acres of it left now—the balance being absorbed into the different holdings. The habit on the estate had always been to allow the tenants to have a portion of the adjoining spent bog at a merely nominal rent for a number of years, until the land became reclaimed, when it was surveyed and valued.

7216. That was done by agreement with the tenants?—Yes, by a sort of unwritten agreement—it was the general understanding in the country.

7217. The tenants knew it?—Certainly; and that was the arrangement always acted on.

7218. And they took the land on these terms?—Yes.

7219. There was no practical injustice done?—None whatever.

7220. I suppose that, on a sale of the tenant-right in a farm upon your property, or on the surrounding estates, so far as you know, the quality and circumstances of the land are taken into account?—Upon my word, I don't believe they are. I think where there is a holding of twenty acres of good land—good fair arable land—the tenant-right would sell for £20 an acre; and, on very indifferent land, not half the value of the other, it would probably fetch £15. I could mention instances of it.

7221. I wish you would mention them?—There is a farm containing 54A. 1R. 20P.; the tenant-right sold

for £1,070, which is close on £20 per acre. The poor law valuation of it was £45; the rent £40. It had been £37; but, on the occasion of the sale, it was raised to £40.

7222. And £1,070 was paid for the tenant-right at the raised rent?—Yes. The same man sold to an adjoining tenant a portion of land, containing 13A. 0R. 20P., for the enormous sum of £350, being in round numbers £27 per acre. I am unable to state the poor law valuation, or the rent.

7223. What made the purchaser give such a price as that?—Insanity, I think.

7224. The O'CONOR DON.—Perhaps it was conveniently situated in regard to other land in his occupation?—It was adjoining.

7225. Baron DOWSE.—What did the man do that got the £1,070?—He went to the neighbourhood of Armagh, to another farm he had.

7226. Had he been residing on the farm he sold in your neighbourhood?—He had.

7227. Did these men pay large sums for the land themselves?—I cannot answer that. If you would like another instance of tenant-right being purchased at a price still more extravagant, I can give it you.

7228. Please do so?—A person of the name of Simpson, not far from Armagh, sold a farm, containing 4A. 3R. 25P. of land, for £140, being over £28 per acre. The poor law valuation of that holding is £3 5s. If it is not irrelevant, I may mention that, at the time I said to the purchaser—“My property must be of much greater value than I thought, when you give so large a sum for the tenant-right; I will charge you £4 a year for this land, and I will make you pay it, for I consider you are giving a price that the fee-simple and tenant-right together are not worth, and it is my habit,” if I am in the office when these transactions take place, to discountenance prices that make incoming tenants paupers, in my opinion.

7229. Did you charge him £4 rent?—I did. I raised the rent from £3 5s. to £4 a year—about 16s. an acre.

7230. How does the tenant live upon it. I cannot tell you. Upon those small holdings I don't know how they live.

7231. Where do they get the money to pay such sums for tenant-right?—I cannot tell you; but I believe in a great number of cases they borrow money at 5 or 6 per cent. interest, and are in debt and difficulty for years.

7232. I suppose the character of the landlord is a matter of some importance in these transactions—a man would like to get a farm under a good landlord?—Yes, it is an element, of course.

7233. And the character of the agent?—Yes, that is a very important element.

7234. Do you find the system of tenant-right on the whole—without referring to these individual cases of excessive prices—but taking it on the whole, do you find it work well?—I do. I don't see how it is possible that any change could be made—the tenants who are in occupation in all probability have paid for their tenant-right, and it would be very hard to say that they should not be permitted to sell—but I think it would be much better if the prices were regulated more by reason.

7235. You would not be in favour of the free sale of tenant-right in the open market?—On my estate there has been the utmost freedom—except once may be in four or five years a purchaser would be objected to.

7236. Have you had many ejectments upon your estate?—No; I think there has been but one ejectment carried out for, I suppose, the last thirty years on my estate.

7237. Have you had any cases under the Land Act?—Not one.

7238. Do you ever exercise the right of distress?—It has been twice exercised during the past six years on my estate.

7239. Do you think it would be advantageous to

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keep that power or otherwise?—It would require some consideration to answer that question. I think the possession of that power probably prevents in some cases the necessity of serving a notice to quit.

7240. Do you think it is sometimes advantageous, in the event of a creditor coming down with an execution on a tenant, that the landlord should have the right to claim a year's rent?—Yes.

7241. You find that advantageous for the tenant as well as the landlord?—Yes, certainly.

7242. Does the custom of tenant-right prevail over the whole of Armagh?—It does. There are certain limits upon some estates. I am at liberty to mention that upon one large estate adjoining my own the tenant-right had formerly been limited to £15 per acre, but the agent informed me that it was found that the rule was evaded by sums being given underhand; and about twenty-five years ago they rescinded the rule and left the right of sale, without any restrictions on the amount. That was the estate of Mr. Cope.

7243. Are leases prevalent upon your property?—No; I think there are only four leases altogether on the estate. We are never asked for them. The only time, I believe, that a lease was asked for was when the man wanted to put it into a bank and raise money on it.

7244. Is there a leasehold tenant-right?—I had only one instance of a lease falling in, and I renewed it at less than the Poor Law valuation, and at the same rent as the adjoining tenant.

7245. Suppose at the expiration of a lease the man did not want a renewal, but wanted to become tenant from year to year, would you allow the same tenant-right to him?—Certainly. In the case of the only lease I have granted since the passing of the Land Act, the gentleman who drew it, asked me to allow him to put a clause in, saving the tenant-right. I said I had not the slightest objection—because if he was leaving, I would not object to it at the end of the lease.

7246. At the termination of the lease would there be an increase of rent?—There certainly would be a revision of the rent, and the tenant would be put upon a similar scale to the tenants-at-will adjoining.

7247. I suppose in no case would you charge a tenant rent on his own improvements?—That depends upon what you call improvements—do you mean buildings?

7248. Any kind of improvements—suppose the tenant had raised the value of the farm, by what he did—would you raise his rent in consequence of the increased value?—I don't think we would make any difference on that score. I never have seen such great improvements by tenants, except they were building houses unnecessary for the size of the land.

7249. Who makes the improvements, as a rule?—The tenants, but the landlords have assisted. My father at one time gave so much a perch for drains, and my brother, who died in 1874, gave them half the price of lime—if they paid for 20 barrels he gave them an order for 40.

7250. Has that ceased since the Land Act?—It has ceased since I came in. I had a number of very bad years, and I have not renewed it.

7251. Have you had any experience as to purchases under the Church Commissioners?—Yes. There were two holdings on the glebe in my neighbourhood—the tenants asked me to buy them, and to become my tenants. I did so. I lost by the transaction; because I let the land to them at the same rent that the adjoining tenants had it at.

7252. Why didn't they buy themselves?—I don't think they could.

7253. Do you think it would be useful to give facilities to tenants who had money and were thrifty, to purchase their holdings?—If they had money and would make the investment, it might; but I don't

think they would gain any advantage by it. I think my tenants exercised a wise discretion. I let the tenants have the land for less than I paid the Church Commissioners for it.

7254. Then you are a loser?—I am. I could not charge it to them. I charged them the same rent the adjoining men were paying.

7255. Why did you purchase it?—I had to do so, I had no option. I could not let a middleman come on my estate.

7256. Do you know of any tenants purchasing under the Land Act?—Not in our part of the country.

7257. Would it be advisable to give them an opportunity of doing so?—I don't think they would be better off than they are at present—I speak of my own neighbourhood.

7258. And of your own tenants?—Yes; of my own tenants, I can say it positively, they are better off as they are.

7259. Are there any suggestions that occur to you to make for the amendment of the land law?—I do not think there are any—in fact I came to answer questions. I don't profess to be an authority. At the same time I may mention there is with many people a good deal of difficulty in consequence of the different decisions made by the county court judges. They do not all “sing to the same tune,” and if any means could be arrived at by which there would be uniformity of action it would be very desirable.

7260. So much depends upon the facts of each particular case that it would be impossible to lay down any hard and fast rule?—Probably it would.

7261. Suppose a dispute took place between landlord and tenant about the amount of rent that ought fairly to be put upon a farm, how would you settle it?—In our county we have a very wise man, who was examined before you to-day—Mr. Quinn—I never knew a dispute yet that he could not settle. I never knew an instance in which he failed in making a satisfactory settlement to both parties, because he is an upright, clever, and judicious man.

7262. If you could find an upright, clever, and judicious man, like Mr. Quinn, in the neighbourhood, would it be a good way of settling any dispute as to amount of rent, to refer it to him?—Yes, if you could get such a man.

7263. You do not think the County Court Judge would be a satisfactory person?—I don't know. I think many of them know nothing about land.

7264. A man like Mr. Quinn, if a case were referred to him for settlement, would go and inspect the land himself?—Of course he would.

7265. You could hardly impose that duty on the County Court Judge?—No.

7266. If you could get a tribunal of practical judicious men, would it not be satisfactory?—It would be very desirable.

7267. If the amount of the rent was settled in that way the tenant to be allowed to remain as long as he paid the rent, and to be allowed to sell his interest in the way you mention, do you think it would be satisfactory?—Yes, I think it would. Landlords as a rule don't want to evict tenants, except in an extreme case where he owes several years rent or something of that sort.

7268. The O'CONOR DON.—Do you mean that a tenant should have the right of permanent occupancy so long as he paid his rent?—Practically it is so now—they remain as long as they like, and are never disturbed, as long as they pay the rent.

7269. Would you consider it advisable that the law should give them a right to remain in occupation, even if the landlord wanted the land for himself?—I think it would be a hard thing if a man wanted his own land, that he should not get it, but he certainly should give the tenant compensation for it. Such cases are unknown, I may tell you, in our part of the country.

Mr. JOSEPH ATKINSON, examined.

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Mr. Joseph
Atkinson.

7270. Baron DOWSE.—You are a land owner in Armagh?—I am.

7271. What is the extent of your estate?—About 1,000 acres.

7272. Does tenant-right exist upon your estate?—Yes.

7273. How do you define the Ulster custom?—The right of the tenant to sell his interest, subject to certain limitations.

7274. What are the limitations?—The limitations are, first as to the amount—it must not exceed what is an equitable and proper sum for the man to pay. Secondly, the adjoining tenant gets the preference. We wish to consolidate farms as we find that a man must have at least 40 acres before he can farm properly.

7275. You don't approve of the principle of free sale to the highest bidder?—Certainly not.

7276. That would prevent you consolidating farms so as to make them of the size you think they ought to be?—Yes.

7277. Do you put any limit on the price?—Nothing more than would be fair and reasonable.

7278. Are you the judge of what is fair and reasonable?—Certainly not. If the tenant has made any improvements we leave it to arbitration to say what is the value of the improvements.

7279. But with regard to what is called the good-will do you yourself judge the value of it?—I don't judge at all, but we generally make an arrangement so that the amount to be paid shall not swamp the purchaser.

7280. Do you bring in arbitrators to consider the price of the good-will?—No. That is generally an acknowledged sum—it generally runs from £6 to £18 per acre.

7281. There is a great variation between those two sums £6 to £18?—Yes.

7282. How do you settle the amount?—The outgoing man names the sum that he wants for the farm. The incoming tenant states the price that he is prepared to give. Then, if they cannot agree to a sum between themselves, they generally leave it to me to name what is fair, and we work it out in that way as well as we can. As a landlord of course I look to the interest of the man remaining as well as of the man who is leaving.

7283. You have mentioned that you prefer a tenant on the estate to be the purchaser?—Yes.

7284. Have you many leases on your property?—There used to be some old leases, but, as they fell out no application has been made for new ones.

7285. Do you allow tenant-right in the case of leaseholds?—We do.

7286. When a lease drops is there always an increase of rent?—Sometimes there is not, and sometimes there is, it depends upon what the rent in the lease was.

7287. Have you had many evictions on your estate?—None at all.

7288. Have you had any cases in the Land Court?—No, we don't know what the Land Court is.

7289. You say the tenants don't look for leases now?—They do not; in two cases where there was an agreement for a lease, the tenants never came to ask for it.

7290. What is the general proportion of the rent compared with the valuation?—They are about the same.

7291. Has there been any general advance of rents since 1870?—Not for the last fifty years. What I mean by that is this:—Supposing a man had a cheap lease, say at nine or ten shillings an acre, there would be something added when that lease fell in.

7292. You are speaking of your own property?—I am.

7293. Have you known of increase of rent on the adjoining properties?—No, I have not heard of any.

7294. Has the Land Act of 1870 checked the making of improvements by landlords according to your experience?—It has, except you take the case of Mrs. Bacon, who has made great improvements.

7295. As a rule, do the tenants make the improvements in your part of the country?—No. The old leases for three lives or thirty-one years contained provision that the tenant should build the house within a certain time named; if he did so he had his land at a lower rent, subsequently followed subdivision to the sons after expiry of old lease and building by tenant for said sons much against landlord's wish. The way we do now is, supposing it is arterial drainage, the landlord pays one-half the expense, and the tenant the other half. In the making of roads near two or three different tenants, the landlord pays half and the tenants join in paying the other half. In the case of houses the landlord contributes materials. In other cases I joined in furnishing tiles for drainage.

7296. Did you charge an extra rent for that?—Not a farthing. And some of those tenants sold the drains afterwards, that is, they sold the tenant-right.

7297. And got an increased price in consequence?—I suspect they did. In one case I was on the field when the man said to the purchaser, "This is drained with tiles."

7298. Is there any waste land on your estate?—Not a particle.

7299. Are your tenants large or small?—About fifteen acres, on an average.

7300. Have there been any purchases by tenants under the Church Commissioners or the Land Act?—No, not in my neighbourhood.

7301. You don't know of any occupiers who purchased their own holdings?—No, except a person who purchased a small property on which he had a small holding.

7302. Do you think any desire exists among occupiers in your neighbourhood to become owners?—They seem to me to be perfectly happy, if they were let alone.

7303. You don't think any change in the law necessary?—Not a particle.

7304. You think the present law affords sufficient protection for the tenant?—I am perfectly contented with it as landlord—and as far as I know the tenants would be perfectly satisfied if they were only let alone.

7305. Under the present law, cannot the landlord raise the rent so as to confiscate the tenant-right?—Yes; but he does not do so.

7306. Do you think it would be desirable for the Legislature to pass a law that he shall not do so?—I don't know why the Legislature should interfere. I do not think any landlord would attempt to do so; but I think that if the Legislature made a law on the subject it would interfere with the good will that has hitherto existed between landlord and tenant.

7307. It has been stated that on some estates in the neighbourhood of Armagh there have been large increases of rent, which had the effect of practically destroying the tenant-right—you do not know of any such cases?—I do not.

7308. Assuming those cases to be true, would it not be advisable to adopt some means to prevent such being done in future?—Yes. I think if one man is robbing another there should be some means adopted to prevent it. I would like to see my tenants prosperous and contented, but if I raised his rent beyond a reasonable sum, and thus diminished the tenant-right that he would get if he were going to sell his farm, I would practically be robbing him; and that should be prevented.

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Mr. Joseph
Beatty.

Mr. JOSEPH BEATTY, Keonan, B. B. Lurgan, examined.

7309. Mr. KAVANAGH.—You are in the occupation of land?—Yes.

7310. How much land do you occupy?—85 Irish acres—137 English.

7311. You hold all in perpetuity except eighteen acres which you hold at a yearly rent of £25 10s.?—Yes.

7312. The rent on the remainder is £20 yearly, and £2 3s. 6d. tithe?—Quite right.

7313. You are not connected with any other property?—I am not.

7314. About what district are you prepared to give evidence?—The district in which I live—on the Downshire estate.

7315. Does the tenant-right custom exist in your district?—It does, universally.

7316. What do you understand by the Ulster custom?—What we have been receiving as the Ulster custom is the right of sale to a solvent tenant; and we are all anxious that the purchaser of a farm shall be a man of respectable character, that he shall not be a troublesome neighbour. If we find out that he is, we won't allow him to come to the locality. We speak to the landlord, and ask him not to receive that man as a tenant.

7317. Practically then the landlord has a veto?—He has.

7318. There is no limit as to the price of tenant-right?—No limit as to price.

7319. What is the usual selling rate of tenant right in your district?—Latterly it has been lower than it was. I suppose from £20 to £25 per Irish acre, would be now about the price.

7320. What causes tend to influence the price?—Various causes—sometimes a farm will sell at a high figure, to square or improve the farm adjoining, or where a right of way in either case exists, which frequently does.

7321. That would be an exceptional case?—Yes.

7322. I suppose the situation of the farm has a good deal to do with the price?—Yes, and the improvements made upon it.

7323. The nature of the soil would also have an influence?—Yes. All the surroundings are taken into consideration.

7324. Is the character of the landlord an element of importance?—Very much indeed, and the character of the agent also.

7325. Has the character of the neighbouring tenants any influence?—Yes. It is very desirable that neighbours should be on good terms.

7326. Are there any office rules or regulations affecting the Ulster custom upon any of the estates in your neighbourhood?—I do not know of any.

7327. Have you heard of any complaint on that ground?—In some cases I have, but I do not know of them. I have heard that in the townland of Lurgan-tamery, two miles from where I live, parties were put out, and can get neither money nor land. That is a hardship.

7328. How could that take place when the parties had the Land Act to appeal to?—It was on the estate of a Mr. Harrison—he attempted to raise the rent to an exorbitant rate, the tenants refused to pay, and he put them out. It appears they were awarded compensation, but this compensation they cannot get, whatever way it is managed, and the land is lying waste since.

7329. Such a thing does not occur on the property you live on?—No, there is no such thing on the Downshire estate.

7330. Are there any cases where the price is limited by office rules?—That is only where a farm juts into the neighbouring farms, and squares both—in that case the price is left to arbitration.

7331. In cases of that sort, does money ever pass privately?—I have never known it.

7332. Are there many leaseholds on the Downshire property?—A few.

7333. When leases expire, is the tenant-right acknowledged?—It is. They get tenant-right, just the same as others.

7334. Are there any cases where from the size of the farms, the length of the lease, the fact of the landlord having made improvements, or from other circumstances, the tenant-right custom does not apply?—I am not aware of any.

7335. Do you understand the drift of my question; supposing a landlord had purchased the tenant-right from the tenant?—That is never done—it is better to keep to what I know.

7336. Would you suggest any alterations in, or amendments of the existing law as it affects holdings under the Ulster custom?—I cannot suggest anything practical, except an impartial tribunal to settle the rent; there does not seem to be anything wrong, but the difficulty arising from raising the rent too high. That seems to be the only difficulty. The people seem willing enough to work and to pay a fair and reasonable rent, but there does seem to be a disposition on the part of some landlords to nibble up the rent a wee bit, and in that way to diminish the value of tenant-right.

7337. The question between landlord and tenant really resolves itself into one of rent?—Precisely.

7338. You admit that it is possible for a bad landlord to destroy the tenant-right on his estate, by raising the rent?—Certainly. But I think tenants often make great fools of themselves by giving too high a price, and by undertaking to pay a rent they cannot afford to pay.

7339. Do you think it has a useful effect that the landlord shall have power to limit the price of tenant-right?—No; I would let it sell for whatever it was worth. I would put no limit on the price. Whatever it sells for, it is just worth that. If I have improved my land I have a right to be paid for it.

7340. But don't you say that the price given for tenant-right is often a great deal too high?—Indeed it is.

7341. Don't you think that the landlord having power to impose a limit would be an advantage?—No; I think it would be no use, and it certainly would not be a palatable rule to us.

7342. Would it not be palatable to the incoming man to have such a rule?—I think it would be no use—for if they were not allowed to give the price openly and aboveboard, they would do it behind backs.

7343. You think that if there were a rule imposing a limit upon the price it would be evaded?—It would.

7344. The next head of inquiry is as to the actual condition, customs, and circumstances of particular districts or estates—do you know much about that?—I cannot say much about that.

7345. Have there been many evictions in your neighbourhood?—Eviction is, I may say, unknown entirely. There is no such thing as evictions in my district—on the Downshire estate especially.

7346. Do you know whether tenants have been much given to mortgaging their holdings or borrowing money on them?—I think not. There have been few sales in the Landed Estates Court, and they are under no necessity to borrow in that way.

7347. Would the tenants in your district, in your opinion, be desirous of purchasing their holdings if facilities for doing so were afforded to them?—I think they would be disposed to purchase their holdings if they could preserve their tenant-right. Supposing a tenant of thirty acres wishes to purchase his holding in perpetuity, and pays from twenty to thirty years' purchase for it, who is to remunerate him for his tenant-right, which would sell perhaps for twenty years' purchase? If they would deduct the value of the tenant-right from the purchase-money he would be all right, but where he is to get his tenant-right is the question.

7348. If he purchases the fee, his tenant-right merges in the fee?—Quite so.

7349. Except for that, do you think many tenants would be willing to purchase their holdings?—I think many would.

7350. Do you think it would be a good thing to have a class of men in the country owning their holdings?—I think it would be a good thing, but how is the money to be raised? First, there is no one to pay them for their tenant-right.

7351. Do many leases exist in your district?—A few, but not many. They are not anxious to get leases at the present rents.

7352. Do you think they would take them at lower rents?—I think they would.

7353. Do you think rents are too high?—I think they are generally high, and especially so now that we have to cope with foreign produce.

7354. What proportion does your rent bear to the valuation of your holding?—I hold the largest portion of my land in fee.

7355. What is the rent of the portion you pay rent for?—It is not quite 30s. per acre.

7356. What proportion does it bear to the valuation?—It is a little under it.

7357. Do you think the valuation is too high?—I think Griffith's valuation in many cases very high. I think the tenants are charged on the appearance of the ground, and not on the real value.

7358. You say there is a general tendency on the part of landlords to increase the rent?—I do.

7359. To "nibble it up"?—To nibble it up.

7360. Is that done at stated intervals?—Generally at the fall of a lease or change of tenancy.

7361. If a lease was made a long time ago, say forty or fifty years ago, and that the land was let cheap, do you think it would be wrong to raise the rent on the termination of the lease?—No; of course in such a case as that it would be right to make a change.

7362. You say the rent is increased on a change of tenancy?—Yes; if a man wished to sell his farm, and another man wants to buy it, and they go into the office in order to get the purchaser accepted as the tenant, and his name put in the book, his rent is generally increased.

7363. Is it unjustly increased, in your opinion?—In very many cases it is; in some cases it is not. On the Downshire estate I have perhaps known not many cases of injustice.

7364. You do not know of any cases where the rent has been raised on account of improvements done by the tenant?—They don't like to put it in that way; they would rather say it was the increased value of the land.

7365. But I put the question to you in that way—do you know of any cases where the rent has been raised on account of improvements done by the tenant?—I think the tenants' improvements are sometimes taken into account; but I will not say the Downshire tenantry are harshly treated—certainly not, by any means.

7366. What is the greatest rent you have known upon a change of tenancy?—Perhaps 35s.

7367. Thirty-five shillings an acre?—Yes; I mean from 30s. to 35s.; 30s. per acre is about the average rent of land in my district on the Downshire estate; but on some adjoining estates £2 is charged, and a little above, betimes £2 5s.

7368. And it has been raised from 30s. to 35s.?—Yes.

7369. Do the tenants object to it?—I think they would object if they thought they would gain anything. Objecting does not succeed.

7370. I suppose a case of that sort is never left to arbitration?—No; the rent is never left to arbitration.

7371. Are all the improvements done by the tenants?—Yes, in every case.

7372. The landlord does none?—The improvements are always done by the tenants. That is what we call the tenant-right—it is the labour of the tenant and his predecessors that has created this tenant-right.

7373. Baron DOWSE.—His expenditure of labour and money on the land?—Quite so.

7374. Mr. KAVANAGH.—Surely tenant-right must mean more than that, where a man gives for it nearly the fee-simple value of the land?—To show you what I mean I will read to you an account I have here of what

an Irish acre of land costs the tenant to improve and bring it into proper cultivation. I am supposing the rent per Irish acre, taking it on an average to be 30s. To that you must add the interest on £20—I am taking the purchase-money at £20 per acre.

7375. You mean the tenant-right?—Just so; the interest on that at 5 per cent would be £1. That, added to 30s. for the rent, makes £2 10s. a year. Next comes the county cess. That has to be paid twice every year; and also the poor rate, half of which the tenant must pay—I put that down at 3s. per acre.

7376. That is for county cess and poor rates?—Yes; then put down for drainage—opening 160 perches of drain to the acre, 8 perches long and 20 broad—160 perches. I have to pay 7d. per perch for opening drains by contract—which makes £4 13s. 4d. I have to put down a load of stones to every perch, for which I have to pay 3d. a load—that makes £2. I must pay 2d. a load for breaking the stones, cleaning out the drains, and putting the stones in—that makes £1 6s. 8d.; I pay 1½d. a perch for spreading the clay over the ground and filling up the drain—that makes £1, and it takes a horse and cart twenty days to cart what stones does an acre, allowing 3s. a day for that, makes £3. Besides I have to keep the tools in order, and to cover the top of the sewer with a sort of smush from the farm-yard—put down 10s. for that, and the entire expenditure for draining the acre of land is £12 10s. The interest of that sum is at 5 per cent.—12s. 6d. a year.

7377. The outlay for draining is £12 10s. per acre—you capitalize that, and charge the interest at 5 per cent.?—Yes, that is 12s. 6d. a year. In the next place there is making of fences, and taking down old ones, &c., putting in and manuring thorn quicks, £6 10s. per acre, the interest of which is 6s. 6d.

7378. Does that one acre of land require to be fenced all round it?—No; if you fenced a single acre it would cost more. My fields are five-acre fields. If you add up those figures—rent £1 10s., interest on purchase £1, taxes 3s., drainage 12s. 6d., fencing 6s. 6d., the total is £3 12s. If I am correct that is what it costs the tenant who occupies it every year of his life for ever if put in proper form and tilth.

7379. Baron DOWSE.—Including the rent?—Yes, including the rent, and interest at 5 per cent upon his purchase and outlay.

7380. Mr. KAVANAGH.—How much in round numbers do you estimate for the cost of drainage and fencing per acre?—Drainage £12 10s., fencing and levelling old ones, making cattle ponds, and breaking up useless ways, &c., £6 10s.

7381. That is what you consider is the average cost?—That is what it costs me, and I have been farming all my life. I got the first prize at the North-east Agricultural Show for the best managed farm in my district every time I entered it for competition. I mention this to show I have in some measure succeeded in treating the land fairly.

7382. Baron DOWSE.—At that rate the farmer could not bear much increase of rent?—He could not.

7383. Mr. KAVANAGH.—What is your opinion as to Griffith's valuation?—I believe it very often is right, but in many instances it is wrong, because Griffith took the appearance of the land as the test of value. I don't approve of that. I think the innate quality of the land should be taken into consideration. In fact to judge of the value of land merely by its appearance is a premium on laziness. My neighbour, who has not laid out 3d. on his land, where I laid out £1, would get a lower valuation than I would, because my land appears fairly cultivated while his is overgrown with thistles and weeds.

7384. Then I take it you do not consider Griffith's valuation is one to depend on?—It is not to be depended on as a basis for rent, as the tenant would be taxed on the improvements made by himself.

7385. You have not informed us what the customs of the estates generally are as to tenant-right, you merely said that it existed; when a tenant dies what

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happens?—If he has a son, or a brother, or whoever is the heir, he comes in, and is accepted as the tenant.

7386. That is not regarded as a change of tenancy?—No; sometimes the farm is revalued no doubt.

7387. If a man dies, leaving several members of a family, what is done?—If a man dies leaving a family consisting of several members the agent will take any of the family as tenant if they agree amongst themselves as to which of them shall take it, and if they don't agree then the members of the family, if they wish to buy, are required to leave it to arbitration, and, if not, then to sell it to the highest bidder by private sale, subject to the office approving of the tenant.

7388. You say "if the members of the family wish to buy," surely they have not to buy—they come in by succession?—Not exactly; sometimes one member of a family buys the farm and the amount he gives for it is divided among the other members.

7389. In settling the family affairs a valuation has to be put upon the farm?—Yes.

7390. And that is done by arbitration if they don't agree among themselves?—Yes.

7391. If none of the family wishes to become the tenant, and if the adjoining tenant does not wish to buy what then occurs?—It is put up for sale and sold to the highest bidder. The money is then paid into the office and the arrears of rent and other charges are paid, and the balance is handed to the personal representative of the deceased tenant. The purchaser prefers that course, because it secures that the rent and charges shall be paid up to a certain day.

7392. On the Downshire estate the rent is only raised on the occasion of a change of tenancy, when it is low, and when it is considered that the land will bear it?—Yes.

7393. Would you suggest any alteration or change in the custom of the estate?—I think it would be desirable if there was some mode of arbitration to regulate the rent, I don't refer to the Downshire estate, I don't think we have much to complain of there, but upon other estates the rent is too high in many cases, and I think if there was some impartial tribunal to determine what the rent should be, it would be a good thing.

7394. You think some tribunal to determine the rent would be the most satisfactory way of settling disputes?—I think so.

7395. I understand you do not apply that observation to the Downshire estate?—I do not, indeed. I have frequently known them act with great generosity.

7396. When tenants have to give large sums for the purchase of their holdings, have they to borrow money in order to enable them to do so?—Frequently they have.

7397. Is not that a bad thing?—It is the bane of our country. They are unable to cultivate the land.

7398. Don't you think that in that view if the landlord had the right of preventing the tenant-right going too high it would be an advantage?—It would be very hard to draw the line.

7399. Baron Dowse.—You say that if a limit was put to the price of tenant-right, money would be paid behind backs?—Yes. It is no use for a landlord to say anything about the price, the price will be paid in spite of him.

7400. Whether it has to be borrowed or not?—Yes, whether they have to beg, borrow, or starve for it.

7401. Do you think it a useful thing to have the money paid through the office?—Yes, I think it is a satisfactory way of carrying out the transaction. Sometimes if you give the purchase-money to one member of a family they don't divide it as they should do.

7402. Have you known litigation to arise in that way?—I have.

7403. Have you ever heard of litigation arising when the money was paid into the office?—Never. The great thing gained by paying the money through the office is, that the purchaser knows that the rent is paid off.

7404. If the rent is not settled the title is not good?—No, in fact the office won't send the bailiff to give possession to the purchaser, until the rent is paid.

7405. Have you ever known a case in which the tenant-right has been appropriated by the office to pay debts disputed by the tenant?—Never.

7406. Do you approve of sales by auction?—No. Private sale is, I think, the best, but sometimes it goes by auction.

7407. I asked you the question because you used the expression "highest bidder"—you said the farm ought to be sold to the highest bidder?—Yes. It practically comes to that. On some estates where sale by auction is not permitted, an auctioneer is employed to conduct the sale—he sets a table out in front of the house, and he puts on it some paper. Then he addresses the parties present—"Gentlemen, I am not allowed to sell this farm by auction, but any man who wants to buy it may make an offer—here is pen and ink, and let him write down his name and the amount he is prepared to give." Then each party writes down the sum he proposes to give, and the farm is given to whoever makes the highest offer.

7408. That amounts very much to the same as a sale by auction?—Yes; I call it cheating the deil in the dark.

7409. Do you know any custom which bears harshly on the tenant?—I do not, except what I have stated.

7410. Have you remarked, or do you know of your own knowledge, any tendency among tenants if they were allowed to do it, to subdivide their holdings?—Subdivision of land, so far as I am able to judge, is getting into bad odour. There is no man so poor as the man with only a few acres of land. He is unable to keep his team—he has to wait till his neighbour has done before he can get horses—he is consequently delayed with everything, ploughing, sowing, and harrowing, before he can get his crop in. He is under a disadvantage in every way.

7411. What, in your opinion, is the smallest holding a man could live on well without any other means of support?—He would require to have what would keep a pair of horses at work daily to make it pay.

7412. How much would you call that?—I would say thirty acres or so. According to circumstances.

7413. You think the power of preventing subdivision is a useful thing to be exercised?—I do. I think subdivision is undesirable.

7414. Do you think there is a tendency on the part of the tenants to subdivide?—Not now; but I have known cases where small farmers had pieces of land for ever, which was divided. I knew one family of six—four boys and two girls—hardworking, industrious people; they got on very well till one of the sons married, and the old man gave him a field; then another son married and got a field, and so on—the land is now split up into six portions. I think that is worse than misery.

7415. Would that be the tendency, in your opinion, if the land belonged to the tenants, to cut it up into small bits?—That would go on to some extent of course; but it would take some time before it was done; if this family that I speak of went on subdividing amongst their families it would be so cut up in the next generation that each person wouldn't have the size of a chess-board; but farmers are not inclined to divide so much as formerly.

7416. What is the condition of the labourers in your district?—The condition of the labourers is better than ever it was, and they are so independent that they won't work unless you pay what wages they require.

7417. What rate of wages do you give?—Nine shillings a week. I give them a house and garden, and a bit of ground for potatoes, for which they pay a shilling a week, or in some cases, where the house is a small one, sixpence per week.

7418. Do you consider them well off?—I consider they are much better off than the poor man I have been describing, who occupies a few acres of land.

7419. Have you any difficulty in getting labourers?—Very great difficulty. The only way I can secure labourers when I want them is by keeping a staff of them all the year round. I must keep them wet and dry, otherwise I could not get them when I wanted them.

7420. Their condition is not so bad as it used formerly to be?—No; they never were so well off in my lifetime as they are now.

7421. You say most of the improvements on the land are done by the tenants?—Yes.

7422. Do the landlords do anything?—Nothing. I have known some landlords give tiles for drainage, but if the place was sold afterwards they would charge for them.

7423. Do they never give timber or slates for building?—Yes; but if they do they charge for it when the farm is being sold or on a change of tenancy.

7424. Still while the man was there he enjoyed the advantage of it for nothing?—No doubt of it; but still he had to pay for it himself.

7425. That is, ultimately he had to pay for it when he did not want the farm any longer?—Yes.

7426. Can you suggest any alterations in, or amendments of, the existing law regulating the relation of landlord and tenant?—I beg to draw your attention to the 47th Chapter of Genesis, where Pharoah appointed Joseph his agent. At the 18th verse and onward we read that the people came to him the second year and made known their distress, the result of which was that Pharoah was to get one-fifth of the increase, and the four parts their own for seed of the field and food for their household and their little ones. And they expressed their satisfaction and gratitude. Taking this as my standard I made a careful calculation of the produce of my home farm for the past seven years and find it realized £408 annually, on sixty-eight acres, Irish, which, divided by five, leaves £81 12s., or £1 4s. per Irish acre as my rent to Pharoah. I will with pleasure submit my calculation to your honourable Commission.

7427. Who is your Pharoah?—Lord Downshire.

7428. What rent do you pay?—£1 10s. per acre for what I have under rent, or thereabouts, and a nominal rent for what I hold in perpetuity.

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Mr. Joseph Beatty.

Mr. WILLIAM SAY, Kilmore, county Down, examined.

Mr. William Say

7429. The O'CONOR DON.—You are a tenant-farmer?—I am. I hold some land in fee jointly with my brother, and I hold six acres under a landlord.

7430. You are an owner as well as an occupier of land?—Yes.

7431. You are only in occupation of a very small portion of land as tenant?—Only six acres.

7432. What is your rent for that?—Thirty shillings an acre.

7433. Do you consider that very high?—No, I do not; because we gave £11 an acre for it. It is accommodation land; 30s. an acre is the regular rent on the townland.

7434. Who is your landlord?—The representatives of the late James Cleland.

7435. I understand your rent is about twenty per cent. over the valuation?—Scarcely twenty per cent.

7436. Do you hold by lease?—I hold six acres as tenant at will, and the remainder by fee-farm grant.

7437. How did you get the fee-farm grant? Did you purchase it?—I purchased it. I bought it when it was Church property and got it turned into a fee-farm grant afterwards.

7438. Did you purchase under the Church Act?—No; not under the Church Act, but it was Church land held by lease with a *toties quoties* renewal. I purchased it many years before the Church Act was passed, but when the Church Act was passed it became necessary to get it turned into a fee-farm grant.

7439. Are you better pleased with being an owner of land than a tenant?—I am.

7440. Have you more inducement now than before to improve?—Not a bit.

7441. Did you consider yourself as safe before as you are now?—I would consider myself quite as safe to be a tenant-at-will under such a landlord as Colonel Forde or Lord Downshire.

7442. With tenant-right?—Yes; but I would not consider myself as safe if I was a tenant under a small proprietor.

7443. If you were tenant of a holding under a small proprietor you would prefer purchasing, if you could?—I would.

7444. Are there any particular points that you wish to put before us in reference to the matter of our inquiry?—I can tell you Mr. Cleland's plan of dealing with his tenants. It is this, when a tenant wants to leave his farm he selects one person—generally a farmer—as arbitrator, and Mr. Cleland selects another. Those two appoint an umpire, and whatever value they put on the farm Mr. Cleland pays, and then gives the land to whoever he likes.

7445. Do you consider that a good system?—I do.

7446. He does not allow sale by auction?—No. The price is fixed by arbitration.

7447. Do you think free sale by auction would be more acceptable?—I never heard any complaints from the tenants on the estate.

7448. What is usually paid for the tenant-right per acre?—From £10 to £20.

7449. Has there been any attempt amongst the landlords in your neighbourhood to nibble away the tenant-right by increasing the rent?—I don't know of any. Mr. Cleland in place of raising reduced the rents. They were high, and he reduced them when he got possession.

7450. And the people are satisfied?—They are.

7451. Have you any tenants yourself?—I have.

7452. Do you allow them tenant-right?—I give them the same tenant-right as I have myself. The rent is just the same. Of course when land is rough it is less.

7453. Do the tenants hold from year to year?—Some of them have leases, some hold from year to year.

7454. How many tenants have you?—About a dozen.

7455. Then the greater part of your land is held by tenants?—The greater part of it. I farm between thirty and forty acres of it myself.

7456. Do you adopt the system of arbitration with your tenants?—Yes; the same system.

7457. Is there any particular point you would like to place before us, beyond what has been already stated?—I would wish to say a word about the labourers. I think they are pretty well off, their wages are from 9s. to 12s. a week, with house and garden.

7458. Do you disapprove of subdivision?—I would approve of a certain amount of small occupiers. I think it is an advantage to the farmers to have a certain number of small occupiers in their neighbourhood.

7459. Do you think it would be possible wholly to stop subdivision?—Of course landlords in general don't allow it, but where a tenant has his land for ever, he can do as he thinks proper. The two townlands I live on have been for a long time what the country people call "free land," that is held in perpetuity, the result is that not a single acre in the two townlands is held by a descendent of the person who occupied it seventy years ago. It has all passed out of their hands.

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Mr. William
James Watson.

Mr. WILLIAM JAMES WATSON, Warrenpoint, Aghavilla, examined.

7460. The O'CONOR DON.—You are a land agent?
—I am.

7461. Managing property in Antrim and Down?—
Yes, and Wexford.

7462. What is the extent of the property over which you are agent?—About 13,400 acres in Ulster. I am agent over the estates of Mr. Robert N. Batt, Mr. Joseph Mayne, Mr. P. N. Barron, Mr. W. Batt, and Mr. W. C. Barne.

7463. What has been the effect of the Land Act of 1870 as far as your experience goes?—I only give evidence as regards the estates of which I have the management. The Land Act has not affected those estates in any way, neither as regards the tenant nor the landlord.

7464. Does the Ulster custom prevail on those estates?—Yes.

7465. Are there any office rules restricting free sale?—None. The custom is that the tenant shall be allowed to sell to the highest purchaser, the landlord reserving to himself the right of approval.

7466. He simply has a veto, to secure that the purchaser shall not be a man of improper character?—Yes, and that he is a solvent tenant.

7467. You don't require that he shall be an adjoining tenant?—We prefer to have an adjoining tenant, if he is willing to purchase; but we never allow the outgoing tenant to lose anything by it. If an adjoining tenant wishes to buy a farm, he must give as much as an outsider.

7468. What is the value of the tenant-right as a rule?—It varies. On the Down estate it ranges from £25 an acre, and has gone up to £46.

7469. £46 an acre for tenant-right?—Yes. There was one farm which I wish to give evidence about. It was sold last winter; is a farm of six acres, and had been held under lease at 19s. 6d. per acre Irish.

7470. When was the lease made?—It was a very old lease. The former tenant was the life in the lease.

7471. What was the poor-law valuation of that farm?—£9 15s., I believe. I was going to mention that on the death of the tenant the widow wanted to sell the farm. At the time of the sale I was ill. I merely gave permission that it should be sold. Afterwards I found that the widow had sold it at £46 per acre. I said there must be something wrong or it never could fetch such a sum as that. I looked at the lease, and found the rent was about £6 for six Irish acres. I said, "now that the lease has expired, I shall make the rent the same as what the adjoining tenants are paying." I raised the rent to £9, being 30s. per acre, and I said to the widow, "Now you may sell it. I suppose it will make no difference in the purchase, from my experience of such things." It turned out as I expected, for the same man bought it again for the same money.

7472. At £46 per acre?—Yes.

7473. Was there anything peculiarly desirable about this farm, that would account for so large a sum being given?—No; it was fair average land; from six to eight acres is the size of farm most sought after. There is a nice slated house on it, a byre, and a stable.

7474. Had those buildings been erected by the tenant?—I am sure they had. On all the estates of which I have the management, the tenants or their predecessors built the houses. I never look upon buildings as part of the farm, as far as the landlord is concerned.

7475. What would you say was the value of the buildings in this case?—About £75 would erect them well.

7476. And the farm realized £270?—Yes. I invested the money for the widow since at five per cent.

7477. I suppose that was an exceptional case of tenant-right?—No. Another farm was sold some time ago. It contained twelve acres, and the rent was £15 a year. It sold at £34 per acre. Tenant-right fre-

quently sells at £30 per acre, it very seldom goes so low as £25.

7477A. Is the rent generally in proportion to the valuation?—It is generally less, and in some cases considerably under the valuation. Mr. Batt's and the Downshire estates are the lowest rented. On the Clonallen estate the valuation is £1,269 8s., and the rent £1,197 5s. 5d.

7478. Are there leases, generally speaking, upon those estates?—No; leases are dying out rapidly.

7479. On the expiration of a lease, do you increase the rent?—We have had a revaluation in several cases; but not in my time. In my father's time there was a change of rents—a few were raised, and most were lowered. A fair revaluation and arrangement with the tenants was made. It is about thirty years ago since that occurred. The valuation of one estate in Antrim is £738 16s.; the rent is £806 3s. 2d. In the year 1850 Mr. Batt had one estate in the County Down revalued, and the rents were lowered instead of being raised.

7480. The rents were lowered?—Yes, about seventeen per cent.

7481. All round?—All round. In one or two cases a couple of shillings increase was made; but on the whole, the rents were lowered.

7482. What was the cause of their being lowered?—It was in the bad times—about the year 1850. Those rents have never since been raised. You will find they are still in existence.

7483. Has tenant-right been allowed on that estate?—Tenant-right has been allowed on all the estates of which I have the management: the tenants are allowed the right of free sale, but auction is not allowed.

7484. Mr. KAVANAGH.—What proportion do those rents, as they are lowered now, bear to the valuation?—They are from seventeen to twenty-five per cent. below the valuation.

7485. Below the poor law valuation?—Yes.

7486. The O'CONOR DON.—Does that, in your opinion, account for the high price of the tenant-right—the farms are let at such low rents?—Yes; I think that, and the way in which the tenants get time to pay their rents when they get into difficulty. The great desire, on the part of tenants, I know, is to get on the Downshire and Batt estates.

7487. Have there been many ejectments on those estates during the last ten years?—I think there are about 420 tenants altogether, and there are on the average about eleven ejectments a year; but those are not proceeded with to eviction.

7488. What are they for?—Nonpayment of rent. They are only intended as a spur to make the tenant pay up.

7489. How many actual evictions have there been?—I have been agent seven years, and during that time we have had only two evictions; and in each case the tenant was put back again. In my father's time there were but five or six evictions during a period of twenty-four years, and in all cases they were allowed to sell. In the case of the two evictions this year, I put the tenants in again: in each case they owed four years' rent. I put them in as caretakers, and they are now engaged saving their crops, and in November they will sell the farms, and then their rent and arrears will be paid.

7490. If they were able to redeem the land and wished to hold on, would you reinstate them?—Certainly, I would. In one case I have reinstated a man who got two tenants to go security for him that he would pay up in November. I reinstated him at once. My experience of tenants shows me that, generally speaking, the rents give them no difficulty when times are good—they pay the rent without difficulty. There is no outcry on the part of the tenants in my part of the country such as there is in other places.

7491. I suppose there is a good feeling between landlord and tenant upon the estates you manage?—

Yes, very good. When a tenant gets into any trouble or difficulty, he generally comes to me, and if they want money I lend it to them. I have now about £700 out on those county Down estates.

7492. Do you lend the money on behalf of the landlords?—No, for myself. There is a very good feeling between us. I am never on bad terms with the tenants.

7493. On the expiration of a lease, do you permit the tenant to continue in occupation?—Always, and recognise his tenant-right.

7494. If such a tenant were leaving the farm on the expiration of his lease, would you allow him to sell?—Yes. The only thing I would ask him would be that before he sold, I should settle what the new rent was to be. In one case, about five miles from here, a man held several farms, one under lease; the lease expired and the man came to me, and asked me to fix the new rent at once—I asked him what rent would he propose himself—he said to make it the same rent per acre as he was paying for the other farms—I considered the proposition a reasonable one and at once acquiesced.

7495. Do you generally grant new leases on the expiration of old ones?—No, the tenants as a rule do not care about leases, they would rather be yearly tenants. The only time a man asks for a lease is when he wants to borrow money—they cannot borrow money except they have leases.

7496. Is there any other point you wish to mention?—I wish to mention that on the estate of Clonallen the rents were lowered in 1850, about 25 per cent., and have never been since raised. On another estate—the Hilltown estate, the rents have never been raised within my memory. On some of the land the county cess is greater than the rent. Some of the tenants hold their land at a shilling per acre. Three years ago I had it revalued, but the bad times came and I did not act on the valuation—the tenants and I agreed as to the amount of the new rents, but I have never asked for them as yet, on account of the bad times.

7497. Was this mountain land which the tenants had reclaimed?—Yes; mountain land, reclaimed thirty years ago.

7498. And the rents never changed since?—Never.

7499. What proportion do the new rents bear to the Poor Law valuation?—They are about 5 per cent. above the valuation. On another property—the Rodysburn estate about five miles from here—there are six townlands. Five of those townlands have not been revalued as far back as I can trace, forty-five years ago. In one townland, Drumbo, which belongs to that property a revaluation was made three years ago—the new rent of it is £1,191—the Poor law valuation £1,163.

7500. They are much about the same, the rent and the valuation?—Yes; only £30 difference; but last year having been such an unfavourable year for farmers we gave the tenants an abatement of 10 per cent.

7501. Upon the new rent?—Yes; but the new rent was about 5 per cent. over the old rent, so that we in fact gave them five per cent. back out of the old rent. In the county of Wexford there are four townlands.

7502. Belonging to the Batt family?—Yes. There, the rents have never been altered. Two or three new leases have been given, but the tenants took them at the rents they were previously paying. They had been yearly tenants, and they took out leases at the same rents, they wanted, I think, to borrow money on them. I may observe that leases are more in favour in the south than in the north.

7503. For what term are the leases?—Thirty-one years.

7504. Tenant-right does not exist there?—Well, it is in its infancy. We have been trying to establish it.

7505. Trying to establish it?—Yes. We let every tenant have a right to sell. The difficulty is that we cannot get men in the south to buy tenant-right. I

look upon real good tenant-right as a good thing for the landlords, who need never be in the least anxious about their rents if tenant-right is established. The rent is always safe. It also enables the landlords to give the tenant what is commonly called “sperance”—time to pay—for, of course, if a man owes me money, and I know he has a valuable property, I won’t be in such a hurry to make him pay. It gives the landlord a good security for his rent, and it encourages the tenant to work more cheerfully and industriously upon his farm, for he knows he will have a return for it.

7506. And for these reasons you have been endeavouring to establish the system of tenant-right in the south?—Yes. I have done so. There have been several farms sold during the last twelve months, and in each case the incoming tenant gave the outgoing man some consideration for the right of occupation.

7507. You make no increase of rent upon the sale?—No.

7508. Where is that property?—In the county Wexford, near Newtownbarry. The poor law valuation of the townland is £261 12s.; the rent, £307 14s. I should mention that the poor law valuation seems to be all wrong. In some cases it is far in excess of the value; in other cases far below the value. The poor rates appear to be very high in Wexford, but it is not so high when you look at the way the valuation has been made.

7509. Mr. KAVANAGH.—The poundage rate appears high?—Yes.

7510. But the sum actually levied is not so much?—Not so much as at the first glance it would seem to be.

7511. You don’t consider the rents upon the Wexford estate higher than in the county of Down?—No; not in proportion to the quality of the land.

7512. In proportion to the value of the land, you don’t consider the rents higher in Wexford?—No; not as far as my experience goes. I may mention that the rents upon the Wexford property have been unchanged for forty or fifty years.

7513. Have you had any ejectments there?—No.

7514. Are the rents as well paid in the south as in the north?—Up to this year, yes. When I went down to collect the last half year’s rent, the tenants, in consequence of the bad season, were unable to meet me, but they arranged to meet me and pay a year’s rent next November. One or two said that by that time, perhaps, they would have no rents to pay, but that was only a joke. There is as good a feeling on the part of landlord and tenant in the south as in the north.

7515. Are any improvements done by the landlord?—No; except some arterial drainage during the past year.

7516. Main drainage?—Yes.

7517. All local drainage, fencing, and buildings are done by the tenants?—Yes. About twenty-five years ago the landlords used to give the tenants upon the Clonallen and Hilltown estates timber and slates when they wished to erect buildings; and many houses upon those properties were roofed at the landlord’s expense.

7518. Has that ceased of late years?—Yes. When a tenant gives £46 per acre for tenant-right, it is equivalent to paying £2 6s. per acre for ever; and when the landlord gets only 30s. an acre, he looks upon it that the tenant actually has a greater property in the land than he has himself, and that he should roof his own buildings. But whenever a tenant wishes to slate a roof we lend him the money, and he pays it back by instalments.

7519. Paying interest for it, I suppose, until repaid?—No, we do not charge him interest for it, he paying it back within a reasonable time.

7520. What do you call a reasonable time?—If a man borrowed £10, and paid it back at the rate of

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James Watson.

£2 10s. a year, we would look upon it as reasonable. In Hilltown, on one townland, they were unable to pay any rent last season, but they are beginning now to pay. We borrowed £1,800 for relief works.

7521. For improvements on the estate?—Yes, for building mountain walls, so as to give the people employment.

7522. Are they small or large tenants?—Small. In that townland there are eighty-seven holdings, and seventy-four of them are under £10 valuation.

7523. Do you allow sub division?—No.

7524. Then those holdings have been that size a long time?—Yes; if anything they are larger now than they were twenty years ago, because each tenant, when an adjoining farm is to be sold, generally manages to buy it.

7525. Is there any other point on which you wish to give evidence?—No, I do not think there is.

7526. Have you heard of complaints by tenants upon other estates in your neighbourhood?—I have heard complaints by tenants on small estates, which were bought in the Landed Estates Court of late years, by shopkeepers and small capitalists, as an investment for money, those are the people the tenants complain of.

7527. Raising the rents?—Yes; they screw them up fearfully.

7528. Interfering with the tenant-right?—Yes, they keep the tenant-right down in many cases, limit it to £10 an acre. I believe there is such a thing as tenant-right becoming too high, but that is one of the things that will remedy itself, like all matters of trade, it will remedy itself in a little time.

7529. Do you think any interference by Parliament, with regard to fixing rent, would be justifiable?—That is one of the most difficult questions I know. I do not think it would be justifiable in the case of large old estates. I think it would be well if something could be done, by which these small land-owners, who raise rents unduly, should be checked. It seems a terrible thing that those small land proprietors, should be able to raise the rents in the way they have done. But if you have any legislation, it might be a hardship to the good landlords, and there is the difficulty. I would go back to the year 1870, and I would give tenants, where the rents were increased more than 10 per cent., upon property sold in the Landed Estates Court, an arbitration for the purpose of settling the rent. On all property sold in the Landed Estates Court since 1870, and where the tenants complained of an increase of rent, I would give them the option of going before an independent tribunal and getting the rents revised, and whoever was in the wrong, let him pay the costs of the investigation.

7530. Would you apply that to increases of rent made before the sale. Supposing an estate were sold in 1872 or 1873, you would give the tenant a right to object to any increase which had been made in the rent?—Yes.

7531. Supposing an estate were put up for sale in the Landed Estates Court, and that immediately before

the sale, the owner raised the rent, and sold it on the increased rental, would you allow the tenant to raise an objection in such a case as that, the purchaser having bought the estate on the faith of that as an existing rental?—Yes; if the tenant stated that it was an exorbitant rent, I think it would be right that there should be an investigation. My object is to protect the tenants on small recently purchased estates from being rack-rented, because I know they are in some cases. I know a case where the rent has been increased to £2 5s. an acre, where the old rent was only £1, and £1 2s. The difficulty is how to remedy those individual cases, for if you make the law too general you would have all the tenants in Ireland appealing to this tribunal.

7532. You want to make a law that would not apply to any of the old proprietors?—I would like where a man really had a hardship that he should have a remedy.

7533. You would not consider it a hardship that the purchaser, who had bought the property on the faith of the rental, and on the faith of an Act of Parliament which guaranteed him in his purchase, should be interfered with, and his rents reduced?—I know that is a difficulty; and on consideration I do not think it would be well to go back behind the sale.

7534. You would confine it to rentals which have been raised since the sale?—I think so; because if a man buys an estate in the Landed Estates Court he has a Parliamentary title, and, therefore, I don't think it would be right to go behind that. As to the settlement of rents, the best suggestion I can offer would be this—if a landlord wishes to raise the rent, and the tenant objects, I think the landlord should be bound to give him time, and the tenant should say what, in his opinion, would be a reasonable rent, and the landlord should have the option of giving him ten years' purchase on that rent as his tenant-right, and let him go; on the other hand, if the tenant is dissatisfied with the rent, and wishes it to be reduced, and that the landlord objects to reduce it, let the landlord say what, in his opinion, would be a reasonable rent, and if the tenant objects to pay it, let the landlord give him ten years' purchase on that rent, and let him go away.

7535. That is something like Judge Longfield's plan?—Yes; only I would make it ten years instead of seven.

7536. Judge Longfield proposed that a sliding scale should be adopted?—I think ten years would be better in the north of Ireland. In the south there would be some difficulty, because incoming tenants won't pay for tenant-right there. No matter how anxious I have been in the south to extend the Ulster custom there is this difficulty, that tenants do not understand paying for the tenant-right of a farm, because the man who is leaving it did not pay tenant-right for it.

The Commissioners adjourned till the following morning.

TWELFTH DAY—FRIDAY, 24TH SEPTEMBER, 1880.

Sept. 24, 1880.

Present:—The Right Hon. the EARL of BESSBOROUGH, Chairman; Right Hon. BARON DOWSE, The O'CONOR DON, ARTHUR MACMORROUGH KAVANAGH, Esq., D.L., and WILLIAM SHAW, Esq., M.P.

Mr. JOHN LENNON examined.

Mr. John
Lennon.

7537. CHAIRMAN. — Where do you reside?—At Tullysaran, near Benburb.

7538. Are you a tenant?—Yes, a tenant-farmer.

7539. Under whom—who is your landlord?—He is Captain Lowe, a native of the county of Limerick.

7540. Tell what is the case you have to complain of?—The greatest case of hardship that I have to complain of is that our rents are raised when we make improvements. It has been raised in several instances, and we are at present threatened with being raised.

7541. When was your rent raised?—My rent was raised in 1873.

7542. When had there been a previous rise?—I don't know.

7543. Did you buy?—I bought a little piece of land in 1873, and my rent was raised whenever I bought land.

7544. Did you buy this holding you are speaking of?—Yes, in 1873.

7545. What did you give for it?—I gave £9 10s. an acre for it.

7546. Well, on the purchase was the rent raised?—Yes, after the purchase.

7547. Had you notice at the time you were buying that there would be a rise of rent?—No, not directly notice that there would be a rise of rent, but the agent wrote me saying that all he allowed was for the improvements and the unexhausted manures, and if I offered more than that it would show him the land was too cheap, and he would raise the rents, which he did afterwards.

7548. Had you agreed with the consent of the agent to purchase?—Yes, he allowed me to purchase and afterwards he told me that if I gave more than the value of the improvements and the unexhausted manures, it would show him that the land was let too cheap, and he was bound to rise the rent.

7549. That was that he did not consider you ought to give anything for the previous tenant's goodwill?—Just so.

7550. What was the rent up to that time?—This portion of land I bought was about three acres, and the rent something about £2 10s. The rent was raised to £3 on me.

7551. And that rent you paid?—Yes, that was the rent I paid for that portion of land I bought in 1873.

7552. We had better keep to that at present. Was it raised again?—No, it has not been raised, but the agent has threatened to raise it, and I look on these threats being held out from year to year as most injurious to tenants making any improvements.

7553. The fear of being raised on those who improve?—And it is sure to be raised more than on those who don't improve.

7554. But there was no particular rule on the estate as to the period that rents might be raised?—No, the agent raised them as the circumstances presented themselves, when he could do it without raising a storm among the tenantry. The agent just selects particular cases.

7555. With respect to your holding is that under the same landlord?—Yes, it is; he did not raise it, although I am threatened now to be raised.

7556. But you had been holding that some time before?—Yes.

7557. Then the rise of your rent was made at the time of the sale?—Yes.

7558. Is it not a very general custom amongst landlords to make a change in the rents on a change in the tenancy?—Yes; it is becoming general in our neighbourhood now.

7559. Do you know whether it had been so on the estate before the Land Act?—No, it was not. They did not raise it before the Land Act.

7560. They did not raise it at any time?—No. On this particular estate it was not raised since 1848 until since the passing of the Land Act.

7561. Then you have a feeling of insecurity from the idea that if you improved your holding you would have the rent raised again?—Yes, just so.

7562. You think that what was done in that case might be done to the whole of your holding?—Yes, it would; at least I am afraid it would be done.

7563. Do you feel no confidence that it would only be in the event of a sale it would be raised?—No. I believe if the times had been prosperous it would have been raised before. The landlord and agent have each threatened to raise it.

7564. Baron DOWSE.—Will you say that that has had the effect of lessening the value of your interest in the farm?—Yes, certainly.

7565. Does tenant-right prevail on the property?—It does, to a limited extent.

7566. What is the limit now?—There are a great many circumstances which limit it. In the first place there is a danger of raising the rent. In one case I know of a purchasing tenant of about fifteen acres of land, and the agent said he would raise it 2s. 6d. an acre; consequently the purchasing tenant took back £43 of the purchase-money and put it in his pocket, and told the outgoing tenant that if he liked the remainder of the money he could take it.

7567. Is that what you mean by saying that tenant-right prevails to a limited extent?—Yes.

7568. Supposing that land was let at a fair price would there be any limitation on the tenant-right?—In some cases they do interfere and say the land should not be purchased behind a certain price.

7569. But they don't do that universally?—No.

7570. Who is your landlord?—Captain Lowe.

7571. Near Moy, is it?—Yes, a mile and a half from Benburb, near Armagh.

7572. Is it near Armagh, in the Armagh direction?—Yes, in the Armagh direction from Benburb.

7573. How far are you from Armagh?—About four miles.

7574. You are near Blackwatertown?—Just about the same distance from Benburb.

7575. Is his estate a large one there?—No, only four townlands.

7576. And how many tenants has he?—Only fourteen or fifteen on each of these townlands, perhaps less.

7577. Do your observations, so far as your knowledge goes, extend to the whole of the tenants as well as yourself?—Yes, for all. He threatened last year to raise the rents, and we had a meeting to ask him to give us a reduction.

7578. Where had you the meeting?—In a school-house, and we appointed a deputation to go and wait upon the agent. They waited upon the agent, and he received them very discourteously, and they then wrote to the landlord.

7579. Did anything come of the meeting—did he give you an answer?—No. The agent is Mr. Ker Mahon, of 17, College-green.

7580. Does he belong to the firm of Guinness and Mahon?—I think they are bankers in College-green.

7581. And he has a bailiff down there, I suppose?—Yes.

7582. How often does he go down there himself?—Once in the year.

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7582A. How long has he been agent?—He has been agent about three years.

7583. And who was the agent before him?—Mr. Goodlette, from beyond Moy.

7584. I know, Salem Lodge?—Yes.

7585. Do you feel any change since you got the new agent?—Yes; I feel more insecurity. Mr. Goodlette was a farmer himself and understood farming business, and besides expenses have been put on last year that we never had before.

7586. What is your rent?—About £1 an acre.

7587. For how many acres?—Twelve acres.

7588. Did you buy it yourself?—No; it has gone down by hereditary descent from father to son.

7589. But you bought three acres?—Yes.

7590. What did you pay?—£9 10s. an acre.

7591. What would be the limitation as far as the market value?—The way it was—there was no competition for the land, and I offered £9 10s. an acre and got it, but the agent raised the land.

7592. Was it in Goodlette's time you bought it?—Yes. Here is the letter. (Witness reads from document)—

“The tenant-right is the value of the tenant's improvement and unexhausted manures, the value of which is all I can permit to be sold. If I find that the price you offer—”

7593. Baron DOWSE.—This appears dated 15th March, 1873, and is from Mr. Goodlette. (His Lordship reads)—

“This is to inform you that I will not permit you, or any other person, to buy any part of Miss Porter's estate from any tenant, without first obtaining my consent as her agent. I will go to look at the place and see whether the part of it is one that I can permit you to purchase the tenant-right of. The tenant-right is the value of the unexhausted manures, the value of which is all that I can permit to be sold. If I find that the price you offer is more than the value of the unexhausted manures, it will show me the rent is too low and I will raise it.”

—Witness—Yes.

7594. CHAIRMAN.—I thought you said it was Captain Lowe's?—Miss Porter was the landlady then. Another document which was put in force at the time of the passing of the Land Act is this. We had heard that they compelled the tenants to sign what they believed was intended to do away with the Land Act, of which the principal thing was reserving to the landlord the right of taking timber, and gravel, and stones, and everything of that kind, and entering the tenant's lands at any time they like without giving compensation; at the same time to pay the rent half-yearly, and if the tenant would not pay within twenty-one days of the time mentioned he would be subject to be put out without compensation.

7595. That was introduced after the Land Act?—Yes.

7596. Were they compelled to sign it?—Yes.

7597. Baron DOWSE.—Did you sign it?—I got rid of it by putting the agent off from time to time. Mr. Goodlette insisted on my signing it, and I was putting it off.

7598. How did you put him off?—Putting him off, that it would be time enough to sign it afterwards.

7599. And you never signed it?—No.

7600. Did other men sign it?—Yes, a great many.

7601. The O'CONOR DON.—What was the actual value of tenant-right on that estate?—It went as high as £15 an acre. £12 is looked upon as a fair value.

7601A. How long ago is that?—£12 has been given for the land since 1870. It was given in 1875 for the land.

7602. You say that the rent on that estate has not been changed since 1848?—No; except in special cases. Whenever the land changed hands the agent kept raising the rent.

7603. CHAIRMAN.—I understand you to say that there was no change previous to 1870?—No; not before 1870. When it was sold before 1870 the incoming tenant got it at the same rate

7604. There was no rule on the estate as to any specified time for changing the rent?—Since 1870, whenever the tenant-right has been sold, the rent has been raised in some cases 7s. 6d. an acre.

7605. The O'CONOR DON.—In how many cases has the rent been raised?—In all cases where the land was sold.

7606. We do not know in how many cases the land was sold?—In about ten instances.

7607. There are only fourteen tenants?—About fourteen in each townland, and some of them have sold lately pieces.

7608. Parts of the townland?—The piece that I bought was part of Mr. Hanson's land.

7609. Can you give an idea of the total amount of rent increased on these townlands since 1848?—There was no rise in the rent till after the passing of the Land Act.

7610. Well, since then—that makes it all the easier to answer—what was the gross increase of rent?—I cannot say; but in one case I know of, it has been raised 7s. 6d.

7611. On how many acres?—I think about seven acres.

7612. Baron DOWSE.—Is that about 7s. 6d. an acre?—Yes.

7613. What is your rent in proportion to the valuation?—The value of the house and land is £13 5s., and the rent is £12. I don't know the value of the house, I should think it is more than £1 5s. The £2 5s. rent is higher than the value—higher than I can pay on account of low prices.

7614. Is the rent higher on that estate than on other neighbouring estates?—Yes; it is something higher than Lord Charlemont's estate bordering it.

7615. Mr. SHAW.—Do they send a valuator when they raise the rent?—The landlord and agent say what increase they will put on, and send no valuator.

7616. Does the agent go there?—Yes; generally whenever the rent is changed.

7617. From Dublin?—He comes to Armagh to receive the rents, and he just puts on a round sum.

7618. What he thinks fit?—Yes.

7619. Baron DOWSE.—Does he go out and see the land himself?—Yes; he goes out to see the land himself.

7620. Mr. SHAW.—How much, adding together the 7s. 6d. and the old rent, would it make the rent per acre?—I believe it would make 35s.

7621. Is that a high rent there?—Yes, very high.

7622. Baron DOWSE.—Per English acre?—Yes. These townlands where he put on a great increase are outside Armagh. Navan is the name of the townland.

7623. Where does Captain Lowe live himself?—At Limerick.

7624. The O'CONOR DON.—Was there anything peculiarly advantageous in the situation of this land on which 7s. 6d. per acre was placed?—No; I do not know of anything peculiar about it; the land being nearer Armagh than the other three townlands, but it was nothing better.

7625. But the situation was better than the others?—The situation is within a mile and a half of Armagh, and that would be more convenient for drawing manures and the conveyance of farm produce, but that is all.

7626. CHAIRMAN.—Is there any back gale or have you to pay to the day?—No, sir; we have to pay to the day.

7627. And how soon after the rent is due is the rent paid?—The rent is due in November, and last year we got notice on 3rd December to pay on the 6th or 7th.

7628. So they kept you strictly to the day?—So strictly that when the tenants were not prepared last year, the season being so very bad, the day before he (the agent) left Armagh he returned every man's name to the solicitor, and 10s. expenses were put on.

7629. Mr. SHAW.—In December?—Yes.

7630. For the November rent?—For the November

rent. The tenants refused to pay, and the 10s. is lying over.

7631. Who is the solicitor?—Mr. Hardy.

7632. Was the expense for a notice of ejectment?—Yes, and some were served with ejectments.

7633. And the expenses are 10s.?—Yes. Another thing I could show you is a petition we drew up asking him to give us time to pay. He treated it merely as a sham. This is the petition.

Witness reads petition, as follows:—

“At a meeting of the tenants on the estate of Captain Lowe, held on the 8th December, 1879, it was unanimously resolved:—

“1. That the time from we got notice (4th and 5th December) to the day of paying the rent is too short to allow of us making money of our crops and cattle, and we therefore, most respectfully, ask you to give us till February, as was always the case heretofore on this estate.

“2. That we most respectfully ask a reduction of 20 per cent. on this year's rent.

“3. That without this reduction we fear that many of us will be unable to pay this year's rent, owing to the severe agricultural depression.

“4. That we feel very much disappointed that Captain Lowe did not reply to the petition which we forwarded to him in October.”

Witness continues.—They waited on him and urged this, and that was the treatment they received.

Mr. NATHANIEL WILSON examined.

7642. CHAIRMAN.—Where do you live?—Beside Benburb, county Tyrone.

7643. Under the same landlord?—Mr. Bruce is at present landlord. It used to be Lord Powerscourt.

7644. What case is it you wish to bring before us?—I have no particular case. I had a case certainly of my own, but that is finally settled between the landlord and me. We had a long battle over it, and I have nothing to grieve over now for myself.

7645. Mr. SHAW.—Could you not tell us what happened about the battle?—I could tell a part of it, but my memory is greatly gone. There is Mr. Kane who will be coming in, he is the man that can give you every particular.

Messrs. WILLIAM JOHN HAMILTON; PATRICK CONNOLLY; JOHN CRANSTON; THOMAS CARROLL; and BERNARD CAMPBELL, presented themselves for examination.

Mr. BERNARD CAMPBELL examined.

7650. CHAIRMAN.—You live at lower Corr?—Yes, sir.

7651. What part of the country is that in?—County Tyrone, sir.

7652. Near what town?—Dungannon.

7653. Now you wish to bring before us your own case and that of twenty-one other tenants altogether?—Yes.

7654. On what property?—Colonel Deane Mann's.

7655. Will you tell us what the case is?—I will.

7656. State it?—It is an increase of rent at the fall of our leases, double what we were paying previously to the fall of our leases. The last surviving life in our leases, died on the 17th November, 1874, after which we were served with notices of ejectment, and the form of law gone through, and I was dispossessed. I was put in again by signing a paper, and the first thing we knew was that our rent was double what we were paying previously.

7657. After you signed the paper?—After we signed the paper.

7658. Mr. SHAW.—Did you get no notice of the amount before you signed the paper?—I was not present at the time. There was no notice.

7659. CHAIRMAN.—How long had the lease been running?—A sixty years' lease.

7660. And when did it fall out?—On 17th November, 1874.

7662. Had you and the others made any improvements on the holdings in the meantime?—Yes; we did.

7634. CHAIRMAN.—Did you wait on the agent or on Captain Lowe himself?—On the agent.

7635. Was the rent paid or did you get an extension of time?—The rent was not paid at that time.

7636. Mr. SHAW.—You paid it since?—We had it paid before the January sessions. We were served with notices by Mr. Hardy, the attorney, and threatened to be put out if we did not pay.

7637. Baron DOWSE.—For not paying the November rent?—Yes.

7638. CHAIRMAN.—When was it Captain Lowe purchased the property?—He did not purchase it. He got it by heirship in '76. Another thing I would wish to say is, gentlemen, that it was a custom on our estate and other estates to deprive the tenant of the franchise. Whenever they come by heirship into the place the agent will not put their names into the receipt, and then these men cannot get their votes returned. It has been looked upon as a great grievance in the neighbourhood.

7639. Mr. SHAW.—Their names are not put into the rate book?—Their names are not put in the receipts, consequently whenever they go to ask the clerk of the union he says he knows nothing about them.

7640. The old names are kept on?—Yes.

7641. Then the old people are on the register?—Yes; but they are dead and the votes are lost. [The witness then withdrew.]

7646. Then it is better for you not to begin it?—No. It is better I should not begin it. He can give you every particular.

7647. CHAIRMAN.—It was formerly Lord Powerscourt's property?—Yes.

7648. And it was purchased by Mr. Bruce?—Yes.

7649. What was the date of that?—I can give some other little reminders of the neighbourhood, on other estates some grievances I could have laid before you, before he had come in, but it is better for me not to enter into it at all.

The witness then withdrew.

Sept. 24, 1880.

Mr. John Lennon.

Mr. Nathaniel Wilson.

Mr. Bernard Campbell.

Sept. 24, 1880.

Mr. Bernard
Campbell.

7672. First of all, you did not wish to leave your holdings under any circumstances?—No, sir, we were most anxious to retain our holdings, though we knew the rent was exorbitant.

7673. And, if you did leave your holdings, it would have diminished the price for which you would have sold your tenant-right?—We had no alternative. If we left at the time after ejectments we were excluded from the benefit of sale.

7674. Mr. SHAW.—Being at the end of the lease?—At the end of the lease.

7675. And would you get nothing for your tenant-right of the increased rent?—At the present time we have liberty of sale, and there have been some small holdings offered and transferred. Since the new agreement, three or four tenants have been obliged, from the pressure of the rent, to leave their holdings; and, at the present time, some of these holdings are waste and unoccupied.

7676. CHAIRMAN.—The rent was so high, it was impossible to find a purchaser?—Impossible. These are the rent-receipts, showing the valuations, which was the former or old rent, and the rent which is charged now is exactly double—as near as possible—(witness exhibits receipts).

7677. Will you just read them out?—Witness reads:—

“Pat Conolly, of Lower Corr. Received from Patrick Conolly, of Lower Corr, the sum of £38, being one year's rent due to Lieutenant-Colonel Deane Mann, for his holding in Lower Corr, due and ending 1st November, 1878. Allowed poor-rate, amount 16s. 10d.; received 16th December, 1878.—(Signed),

“DEANE MANN.”

Witness continues:—The valuation, which appears from the rate-book in Dungannon, is as follows:—Mr. Patrick Conolly, Dungannon, E Division, Lower Corr, valuation of the different holdings, including Lower Corr, £19” (even). £19 is the valuation in the rate-book of Dungannon, and the actual rent charged last year and for the last six years is £38, which, your honours will see, is exactly double.

7678. Mr. SHAW.—What is the old rent?—It was as near to the valuation as it is possible to bring it—£1 an acre—and the greatest grievance we have to bring before your honour is that forty acres of this land is subject yearly to the flood. It is known as spent bog, and, during the time the land is dry, other tenants have the right established by law to come into the ground and use it as fuel—a right that is denied ourselves according to the covenant in the new agreement.

7679. Was it your right before the new agreement?—Yes, sir, we had the right to make fuel in the bog. By the new agreement we engage not to do so; and the other tenants, who are paying nothing at all, and are not tenants of Colonel Deane Mann, have the right to come in and use the ground for fuel that we are paying such an exorbitant rent for, and the rent is so extravagantly high that it is utterly impossible for us to live on it.

7680. Does he sell the bog to any other people or let it?—No, sir. The land was held in connexion with brothers, as it were. They divided the land between them—Upper and Lower Corr. I may say this division was made before Deane Mann's day. Upper Corr we have nothing to say to, and the tenants there have the right, which they exercise, of taking away our fuel.

7681. But he has no right, you think, to exclude you?—No right, as far as we know. We brought an action against the other tenants to dispossess them from taking away the bog. We represented to him that we were grievously oppressed, paying for bogs these men occupied.

7681A. Did they succeed?—They succeeded by the law.

7682. CHAIRMAN.—And was no alteration then made in the rent?—No, sir.

7683. Baron DOWSE.—Had you more than a right of turbary in this bog?—We have not even that.

7684. Does he profess to give you more than a right of turbary?—Whatever his professions are, he charges £2 an acre for some of it.

7685. Does he let it out by the acre?—After the expiration of the lease the holding was lumped, so we don't know the acreage—and allotted to us in portions.

7686. Your case is that after letting the place to you, and you paying rent, other people have used the right of turbary—you paying the same rent as before?—Yes; that is one of our grievances, and the other grievance is the exorbitant rent on twenty-one tenants, including Derryboy. I will read Thomas Cardwell's receipt. He resides in Derryboy under the same landlord.

Witness reads:—

“Received the sum of £35 10s. sterling, being one year's rent due to Lieutenant-Colonel Deane Mann, out of his holding in Derryboy, due and ending 1st November, 1879. Received this 20th December, 1879.—(Signed),

“DEANE MANN.”

Witness continues:—And as to his valuation, as will appear from the rate book in Dungannon, his net annual value is £19 10s. 5d., including his house, your honour.

7687. CHAIRMAN.—Who is the agent?—Colonel Deane Mann collects himself.

7688. Baron DOWSE.—Is this land of yours high land or low land?—It is rather low land, your honour.

7689. He has some mountain land, has he not?—He doesn't live where we were. Where he lives is higher up.

7690. He lives about the Nine-mile-house?—About the Nine-mile-house.

7691. How far do you live from him?—Sixteen or seventeen miles from him.

7692. What is the nearest town?—Coal Island is the nearest small town.

7693. That is a different part of the country from where he lives?—It is.

7694. CHAIRMAN.—Do you often see him except at rent times?—Never, only then—and then we are obliged to go to him. He sends us notice to go in on a certain day or abide the consequences.

7695. Mr. SHAW.—He collects the November rents in December?—Yes. Some of us were not able to pay this exorbitant rent, and those men who have paid are here to assure you that if they paid the rent it was not out of the land, but out of a little money they had laid by during the good times.

7696. CHAIRMAN.—You said you had to sign an agreement at the termination of the lease?—Yes, your honour.

7697. Have you got a copy of it?—I have not. He kept the copy himself.

7698. Was it one agreement signed by you all?—Yes.

7699. Mr. SHAW.—Was there tenant-right on the property always?—It did exist, but this destroys it so much that there has been land offered three or four times for sale and it is still lying waste—no crop on it, and no one to offer for it.

7700. The O'CONOR DON.—Has there been any holding sold since the increase of rent?—There has. It was impossible for the people to live there.

7701. And how much was got for it?—I cannot tell you.

7702. CHAIRMAN.—Had you all supposed there was no tenant-right at the expiration of the lease?—We did your honour. We were notified of the fact by the solicitor that at the expiration of our lease, we were utterly in the power of the landlord.

7703. Baron DOWSE.—Who is the solicitor?—Gallagher is his name. It may seem strange your honour that I don't answer these questions properly; it is because I was not at home at the time.

7704. Have any of the tenants on these lands of Corr any other means of living, except by agriculture?—A few only—myself—I am one exception. I

deal in little things—selling grocery goods, and only for that, I can swear solemnly it would be impossible for me to support a family.

7705. There has been some coal raised at Coal-island, do any of the tenants of Colonel Deane Mann, do anything in raising coal?—Not to my knowledge.

7706. Do they do anything in weaving?—None, with one exception.

7707. Do they do anything in making bricks or tiles from the Stourbridge clay?—Coalisland is so far from us, that it would be inconvenient to carry on the trade.

7708. Then the tenants live by agriculture?—Practically they do—they live by working the soil.

7709. At the time this increase of rent was demanded, did you refuse to pay it?—We did so, your honour. We held out as long as we could.

7710. If he proceeded to eject you, you could serve notice for compensation?—These are matters we were ignorant of.

7711. Could you not have raised the question as to whether there was tenant-right at the end of the lease?—The question was not submitted to us by our solicitor.

7712. Who was your solicitor?—His name was Gullaher.

7713. Mr. SHAW.—You were afraid of being thrown out I suppose, and would not take the risk?—We regretted to leave our holdings though we knew they were extravagantly dear.

7714. You did not go to law at all?—We went into the court and were dispossessed as it were, for the fact was conveyed to us that our claim was *null*. The effect of the terms of the lease deprived us of any right in the land after the expiration of the leases.

7715. CHAIRMAN.—When the notices to quit were out?—The notices were ejectments.

7716. Mr. SHAW.—If this land was valued by a public valuator it would not be valued at your rent at all I suppose. There is some of it utterly worthless?—That is the part subject to the floods. When we do run the risk of putting a crop in it we lose it. Last year it was nearly the cause of a poor man going into bankruptcy. He risked a little potatoes and flax in the ground, and the flood came and he lost all. Each of us have a little portion of it, my mother's holding is five and a half acres (query), and two and a half acres of it is spent bog.

7717. And you are paying a lump sum for the whole?—£7 12s.; valuation, £3 5s.

7718. Mr. KAVANAGH.—What is the largest holding on Colonel Deane Mann's property?—The largest is William Clements—thirty-two acres.

7719. And what is the smallest?—M'Kee has one acre.

7720. Baron DOWSE.—What does he do with it?

Mr. William John Hamilton.—He is an old man, and he sets potatoes and works for other men.

7721. Mr. KAVANAGH.—The generality of the holdings—what is the average of them?—You have them from thirty-two acres down to one acre, and we will say the average of them would be about seven acres, roughly estimating them.

7722. Mr. SHAW.—English acres?—Statute acres.

7723. All the buildings were made by yourselves—houses and everything?—They were all made by ourselves.

7724. All the improvements?—All the improvements.

7725. CHAIRMAN.—Are the houses slated or thatched?—All thatched.

7726. Baron DOWSE.—Did he ever spend any money on the property?—Never to my knowledge.

Mr. WILLIAM JOHN HAMILTON examined.

Mr. William J. Hamilton.

Witness.—At the time we got the ejectments he sent for us, and said he did not want to put us out, as we were good tenants, and that he would leave the rent to Mr. Thomas Mann if we were agreeable. So we all consented and said we were agreeable. So then the "marches" were prepared, and everything was arranged when Mr. Thomas Mann died. Then he decreed us at the sessions.

7727. Baron DOWSE.—Then he fixed the rent?—He fixed it himself, and he said he wanted nothing but a fair rent. He brought John Wilson on it, and then he would not take John's valuation.

7728. Mr. SHAW.—Is he a farmer?—Yes. He was a farmer and a surveyor, and when he was brought before the Chairman he would not take it.

7729. He sent him himself, and afterwards would not take his valuation?—Yes.

7730. Baron DOWSE.—And fixed it himself?—Yes.

7731. And it is now too high?—Yes.

7732. Can you reasonably live on it at the price?—We can not. If I had not money by me when I went there I could not live on it.

7733. Where do you come from?—About seven miles below.

7734. You had money of your own?—Yes.

7735. Why did you go there?—Because I did not think it would be so bad. It was under the old lease.

7736. Mr. KAVANAGH.—Do you know what any of these holdings fetched that were sold. Mr. Campbell said that one or two were sold. Do you know what they fetched?—Nearly £7 an acre, I think, some of them went for.

7737. Baron DOWSE.—At the high rent?—Yes, but the times were good then.

7738. When was that?—About four years ago.

7739. Was the rent too high then?—It was.

7740. Who was the man that paid £7 an acre for it?—He was a man that I believe would not get land under his own landlord, so he just bid on till he got it.

7741. Is he living there now?—No.

7742. Where is he now?—He is living on another farm, and has this under grass.

7743. So that he has two of his own?—Yes.

7744. And could he live on it if he had only this farm to live on?—He could not.

7745. CHAIRMAN.—Has he got it now under grass or tillage?—Part of each.

7746. The O'CONOR DON.—Is it near where he lives?—It is convenient.

7747. He lives on a different estate?—He does.

7748. How many acres have you?—8A. 1R. 23P.

7749. What rent do you pay?—£15 4s.

7750. That is too much you say?—Too much.

7751. Can you sell the tenant-right of that at this present time do you think?—I don't know.

7753. I mean would anybody buy it from you at the present rent?—There is some land beside it that has been put up three times for sale, and nobody has bid for it.

7754. Is the farm empty then?—It is. It belongs to the Portadown Bank for money advanced on it. That was got before.

7755. They had a mortgage on it for the debt?—Yes.

7756. They own it now, and are making nothing of it?—Not a halfpenny.

7757. Are they paying rent for it also in addition?—There are two years' rent they have paid.

Mr. John Cranston.—I would like to say there is a property adjoining this, not forty yards from where I live, and we are just paying as much more rent for one portion of meadow land. We pay £3 an acre for meadow,

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while the other is only £1 10s. It is Mr. Stewart's property.

Mr. *William John Hamilton*.—Last year only for this boy, and the neighbouring boys, I would have lost all

my lay by the flood. They got out of their beds to help me.

(The witness, Mr. William John Hamilton, and the other farmers present during the examination, then withdrew).

Mr. Bernard
Henry

Mr. BERNARD HENRY, of Tyane, Lislea, Ballymena, examined.

7758. CHAIRMAN.—I believe there is some complaint you wish to make to us as to high rents placed on peat moss?—Yes.

7759. Mr. KAVANAGH.—Are you a tenant-farmer?—I am a tenant-farmer.

7760. At Tyane?—At Tyane.

7761. What is the size of the farm?—About forty statute acres.

7762. Under what landlord?—The present landlord is Captain M'Neill, of Cushandun. There is some talk of its being changed lately (but I am not advised of it), to his brother.

7763. Make any statement you wish to make respecting these rents?—Well, I expected to have to answer questions. I am not well prepared to make a statement.

7764. Suppose the question was asked you, what complaint have you?—I have to complain, in the first instance, that on my own estate we have to pay much too high a rent, not only for the land, but for the peat moss.

7765. What would you say that the rent is—is it charged separately as rent for the land, and rent for the peat moss?—Yes.

7766. Give the rent of the land?—The rent of the land is £38 10s. 9d., there is 10s. of that that would not be in the rent, but for the Bann drainage, an item which, I believe, the landlord should pay himself and not the tenant.

7767. That was charged on the district?—Yes; some landlords pay it generously enough, and others mulct the tenant.

7768. Mr. SHAW.—How many acres have you?—Under forty. A good deal of this is under peat mosses; part of it is what we call overcut, where the turf has been cut over and reclaimed, and I am paying a pretty smart rent for that.

7769. Reclaimed by yourself, I suppose?—Yes.

7770. CHAIRMAN.—What is the rent for the mosses?—The rent I am paying for the mosses, as it is inferior quality, is 30s. per annum for the accommodation of the house. I will explain a little further. I obtained a portion of this land over fourteen years ago for the purpose of getting a piece of moss which the occupying tenant had held for the accommodation of his farm. All they demanded for that moss was 8s., and he never paid, and it has been increased since to 30s., which I must pay or fight my landlord about it.

7771. CHAIRMAN.—You did not feel inclined to do that?—No; I did not feel inclined to do that.

7772. Baron DOWSE.—Is there tenant-right on your estate?—Tenant-right exists, but I am sorry to say the character of our landlord makes it of little value.

7773. CHAIRMAN.—That is, he is inclined to make changes?—That he is an exacting landlord.

7774. Mr. SHAW.—Have you a lease?—No.

7775. CHAIRMAN.—In what respect is he an exacting landlord?—In the first place, the part I purchased and the part I hold is valued by Griffith at £26 a year, and I am paying up to £38 for it, just about fifty per cent. above the Government valuation.

7776. Mr. SHAW.—Did you purchase it?—No, sir.

7777. The O'CONOR DON.—You purchased part, I think you said?—I purchased part.

7778. Was the rent raised when you purchased?—It was not.

7779. CHAIRMAN.—Do you know what the rules are under which tenant-right is held on the property?—Well, the rules are that he permits the tenant to

sell, but does not allow public sale nor recognize the the right of public sale.

7780. Does he select the tenant who is to buy?—He does not. He has done so previously, but since the passing of the Land Act, if there is any dispute, he gives them the right to select, but his rents are so high that it is difficult to find a purchaser, when any man fails and gets unable to pay. And what I wish to state to the Commissioners is that upon this particular estate, the rents have been so high that with the disastrous seasons we have had for the last few years, they are only squeezed out. There are only two or three solvent tenants on the whole estate.

7781. Have any of the tenants been selling?—One of the best farms in the place has been in the market twelve months owing to non-payment of rent, and the seller has endeavoured in vain to sell, but there is scarcely any purchaser owing to the high rent and the unfavourable character of the landlord.

7782. What is the size of that farm?—About fifty acres.

7783. What is the rent?—£52.

7784. Is there any objection to give the name of the tenant?—None. John Henry "Crow." "Crow" is a nickname. Henry is his name.

7785. The O'CONOR DON.—What did you pay for the portion you bought?—I paid some £14 an acre. It was in the heart of my farm. My farm ran round it here and there.

7786. Baron DOWSE.—What rent was it subject to when you bought it?—It was subject for five acres to £9.

7787. Was the rent raised?—The rent of the land was not raised, but the rent of the mosses was raised since, which is a great grievance owing to the high rent of the land.

7788. Mr. SHAW.—You bought it for your accommodation?—I bought it for accommodation to square my farm. The other farm was too small to enable me to keep a pair of horses or work it to advantage. My father had built a fine house on the farm and had made vast improvements on it, and I did not wish to throw away the improvements, although it would have been better for me now if I had.

7789. When did these rents become so high? Were they raised during your memory?—It has not been raised during my time.

7790. Is the land good?—The land is valuable, part of it is good, part high land and part bog land, and a good deal of it is heavy clay land, very hard to work, and Captain M'Neill and his predecessors have always maintained higher rents than the people could pay.

7791. Is it higher than on the neighbouring properties?—A good deal higher.

7792. Is it near a town?—It is near Portglenone.

7793. The O'CONOR DON.—How long have you been in occupation of this land?—Since my father's death. I assisted my father in working it before his death, and have held it over fourteen or fifteen years.

7794. And during that time there has been no increase put on the farm?—No increase. If he had proposed an increase of my rent I would have thrown it up.

7795. Do you know how long before you got into occupation was the rent raised—how many years has the rent been at the present rate?—I should say it has been at the present rate for twenty or thirty years, but prices were high previously and the people did not feel it. It is the competition we have met with and the depreciation that has come over the

staple trade of Ulster that has prevented us from paying the rents.

7796. Why do you say your landlord is an exacting landlord when he did not raise the rents for thirty years?—I maintain he is an exacting landlord, when he is charging so much above Griffith's valuation, and so much higher than Lady Garvagh, or the Mercers, on the adjoining estate.

7797. Mr. SHAW.—Has he always been exacting?—Yes.

7798. The O'CONOR DON.—Have there been many sales of tenant-right on the estate?—Only one or two.

7799. I don't mean lately, but during the last twenty years?—There have been very few sales.

7800. And in those sales that did take place was £14 an acre the usual rate?—That was the highest. There was no higher sale on that estate.

7801. Could you tell us the lowest that it sold at?—There have been people on that estate that were unable to get anything for their tenant-right and left it, and others have been substituted in their place by the landlord.

7802. The rent then destroys the tenant-right?—The rent destroys the tenant-right and discourages improvements.

7803. Well, how would you deal with that, how would you settle it?—I would settle it by Government valuers. I propose it should be estimated by Government valuation. The Land Bill has been a good thing in itself, but has not made good landlords better, and it has not checked the tendencies of capricious landlords in the least.

7804. Has it made good landlords worse do you think?—It has not directly made them worse; but good landlords previously had an inclination to assist farmers more in bad times, than what they have had since the passing of the Land Act.

7805. Baron DOWSE.—On your property the rents are high you say, and the Government valuation would probably reduce them; but there might be an immense amount of property in the province of Ulster, where the rents are low and the Government valuation would increase them, would not that spread a great deal of dissatisfaction amongst the tenants?—There is no place, taking the present price of agricultural produce in Ulster, and the state of the staple trade into account, where the rents could be raised. I don't know of any lands let under the Government valuation.

7806. Would not arbitration be a better way than Government valuation?—I think not.

7807. Why not?—It is too hard to get competent men to arbitrate on such points.

7808. I mean on each case as it arose, not the general thing, but whenever a dispute arose could you get a farmer and an agent and leave them and let them appoint an umpire?—I don't think it would work. It is not practicable.

7809. Mr. KAVANAGH.—Your holding consists, I understand, part of this moss land and part of arable land?—Yes.

7810. How many acres of arable land? I don't know whether you stated that?—Well, between what my father reclaimed and what I reclaimed it is all arable land. If I was on my oath before the Commissioners I would not hesitate to prove that the improvements and the building and the drainage and the reclamation that has been done on that farm would buy the fee-simple of a much bigger farm than it.

7811. But what I want to get from you is the difference between the amount of land you had that was originally tillage land and the amount you call moss?—I would say one-third of my farm would be called good tillage land; one-third was land reclaimed from a state of nature. It was merely woods and rocks. About one-third may be said to be reclaimed from mosses.

7812. About one-third of the land was moss?—About one-third was improved land from over-cut bog; one-third was reclaimed from a wild state.

7813. Mr. SHAW.—From woods and rocks?—Yes. Sept. 24, 1880.

7814. Baron DOWSE.—If the times were as good as they were four years ago would you say you had any particular cause of complaint?—I still have the cause of complaint that the rent is more than on the surrounding property. I am not an exception. He is not the only capricious landlord in the district. There is another landlord close by who is as bad, who has purchased an estate lately in the Landed Estates Court, and as he could not raise the rent conveniently, he has begun to let those mosses which were for the accommodation of the people, and reserved to them in ancient times by the Crown. He has commenced to let them at £2, £3, and £4 an acre, and the people are left without it, and if there is not something done to change these landed proprietors, a great portion of the land of Ulster will become uninhabited.

7815. Mr. SHAW.—Did they pay for it before?—No.

7816. It was attached to their holdings as a convenience?—Yes.

7817. Baron DOWSE.—Do you say £3 or £4 an acre to cut the turf?—Yes.

7818. Have they the privilege of selling it?—I think not.

7819. CHAIRMAN.—It is only for their own use?—Only for their own use and accommodation. We have no railways in this district to get coal or the people might let the landlords keep these mosses. We cannot help ourselves.

7820. The O'CONOR DON.—When you say £3 or £4 an acre do you mean £3 or £4 a year?—Well, I don't mean £3 or £4 a year for each tenant, but the bog I am using and several others on my own particular estate. We should, if justice was afforded us, be paid for taking it away. The cost of taking fuel from it is greater than what coal would be if we had it at a reasonable distance, and besides we are cutting over and making land which is added to the landlord's estates, and what he is charging us is rent on improvements when we have made the improvements.

7821. Baron DOWSE.—Are these bogs placed on such a level that when they are cut out they are made into arable land?—Yes.

7822. Mr. SHAW.—There was one-third of your farm that had been bog?—Yes, practically for it was turf moss, and my father, and now I, am paying rent for it as land.

7823. Is there much bog in your district?—A rather large quantity.

7824. And it is that the people use for firing?—That, they use for fuel; they have nothing else and until recently we had no railway within ten miles, now it comes within four or five miles.

7825. Baron DOWSE.—Are you near the lough?—We are.

7826. How far are you away?—It may be about ten miles from the north end of the lough, to our place.

7827. Mr. SHAW.—But you have coal now within four miles of you?—But it has to go a long way round, and we have to pay extra mileage.

7828. CHAIRMAN.—Are your roads bad for drawing?—No, the roads are very good.

7829. Baron DOWSE.—In any event English or Scotch coals landed at Belfast, and drawn by rail to you, would not be as cheap as turf on your own land?—It would not be if it was good turf.

7830. Your turf is what is called "fum"?—It is, and we have to strip a greater depth of stuff on that account.

7831. Do you cut your turf or make mud turf?—We cut over it. There is about five or six feet of this old brown stuff, and a few feet under that is worth something.

7832. CHAIRMAN.—What is the price of coal since the railway came?—The price of coal at the nearest railway station to us would be about 22s. 6d. per ton

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for English coals, and then we have to cart them four or five Irish miles, from five to six English miles.

7833. Mr. SHAW.—Your complaint is that in good times you are paying more than enough for your land, and that in bad times you are not able for your rent?—We cannot subsist at all. I am not so bad as my neighbours, because I do a little business; otherwise I could not support my family on the land, I would have to leave the country.

7834. Are there weavers in your district?—There had been a good deal of weaving in the district, but it has left us. It is dying out.

7835. They were small farmers, I suppose?—Their farms are generally pretty small. They vary from ten to about forty acres.

7836. Was there any abatement of the rent made last year?—Not the slightest. Although we presented a petition to those men in this district there was none, and none in our immediate neighbourhood. Now besides my own case, I was appointed a deputation or a representative from the district of Kilree to give evidence on behalf of the people, and the meeting at which I was appointed one of the deputation to give evidence before the Land Commission, has not appeared in the papers yet, or I should have read the report of the meeting.

7837. Mr. SHAW.—Have you the facts there?—I have.

Witness reads the following document:—

“LAND MEETING IN KILREE.

“On Wednesday evening last a meeting of the tenant-farmers of this district was held in the Commercial Hotel, Kilree. Amongst those present we noticed Dr. Hegarty, Messrs. R. Stuart and Joseph Irwin, Kilree; Alexander and J. Adams, Drumygarner; Francis Collins, Swateragh; O. Hutchinson and M. Kane, Moneygrand; R. McCotter and W. Toghill, Lisle; Johnson Shaw, Ballinatoyne; Bernard Henry, Tyance. The chief business before the meeting was the election of representatives to appear before the Land Commission now sitting in Belfast, and give evidence upon the grievances which affect the tenant-farmers in this district. Messrs J. Irwin and B. Henry were unanimously chosen as representatives. It was considered by the meeting that the gravest defect in the present state of the law is the absence of any means of preventing rapacious landlords from obtaining exorbitant rents, not only from the land, but from the peat bogs. The general custom, in regard to the latter, had been, until a late period, that each farmer held free as much bog as supplied him with domestic fuel, in virtue of an ancient right—inasmuch as when the lands were being granted to the ancestors of the present proprietors by the Crown, it had reserved the peat mosses for the use of the people, in a country where wood was scarce and coal almost unknown. Lately, when lands were rented so highly that even the most grasping of landlords could demand no more, the iniquitous means were devised of still further mulcting the tenant by levying large rents on these mosses, the removal of which by the tenant was actually adding land to the landlord's estate.”

“The meeting was of opinion that no real settlement of the land question could be arrived at until a measure would be introduced, having for its leading principles:—firstly, fair rents, based for the present on Griffith's valuation, until a rent fixed by Government valuers could be struck, which would be estimated upon the present scale of prices of agricultural produce, and be so far retrospective in character, that the present occupiers will not be paying rent in respect of the increased value of their farms brought about by their own improvements. Secondly, fixity of tenure. Thirdly, right of free sale; and lastly, the gradual introduction of peasant proprietorship, by extension of the Bright clauses of the Land Act, to every case of future sale of estates, where the occupying tenants are prepared to buy and give as much as land proprietors or land speculators.

“It is expected that the two representatives appointed by the meeting will bring before the Commission useful evidence and suggestions of a practical nature.”

7838. Baron DOWSE.—Was that the opinion of all the gentlemen present?—The unanimous opinion.

7839. Were they farmers?—All farmers. Some were more strongly in favour of a peasant proprietary than others, and that it should be introduced immediately on a large scale.

7840. What is your own opinion on that?—My opinion is, that the three principles laid down—fixity

of tenure, fair rents, and free sale, are best adapted for the country at present.

7841. Mr. SHAW.—And would satisfy the people?—The people would be satisfied. I believe all reasonable men would be satisfied.

7842. Mr. KAVANAGH.—You state that these peat mosses were settled by the Crown in some way or other on the people?—We understood that by the Settlement of Ulster the Crown reserved—I don't speak now of the estate, but of the province of Ulster—that the bogs were reserved by the Crown for the use and benefit of the people.

7843. Baron DOWSE.—Where is your authority for that except the general idea?—It is the general idea.

7844. Mr. SHAW.—You look upon it as an historical tradition?—It is an historical fact. The matter is a fact recorded in history. I cannot give it to you, but I never heard it disputed. It is natural that the privilege should be reserved to the people. It is most just and reasonable that on all estates the mosses should be attached to the holdings and not charged for. It was the general practice until a recent period.

7845. Has that practice been departed from?—That practice has been departed from slightly within the last quarter of a century, but largely since the introduction of the Land Act of 1870.

7846. By all the landlords?—By nearly all the landlords. The Mercers Company which has a rental of about £14,000 a year first gave these mosses free, but recently, upwards of ten years ago, they charged 1s. to make a nominal charge. Now the lowest is 5s. to holders by the year, and they have a ticket that you have a right to the mosses. If you are out of the ticket you are deprived of them, you have no right.

7847. But it is not a holding; it is an accommodation to the holding?—Yes.

7848. CHAIRMAN.—Did anybody ever try the question whether this rent could be demanded?—The very man I purchased this land from resisted the landlord for seven or eight years, and he never could obtain rent from him by the law court. On an adjoining estate, the estate of Mr. Courtney, there was a tenant that resisted both for land and bog, and he never could show his title, and he lived to be an old man without paying rent for either. His name was M'Nally.

7849. Did he never pay rent for the land at all?—He lived, on the gentleman's estate until he was an old man, and he settled with him at the hinder end, at the last of his days, and his children are now paying the rent.

7850. You say he resisted paying not only for the mosses but for his holding?—He resisted for a number of years successfully.

7851. But on what ground could he resist paying for his holding, if he had ever paid for it?—But he never paid for anything, and I suppose it was because the landlord had not got a clear title to the land.

7852. Baron DOWSE.—With respect to this historical fact you mentioned, have you heard that in many parts of Ulster until recently the landlord never charged any rent for the bog, but gave it as a liberty to each farmer, is not that so?—Yes.

7853. Another thing that may throw light on your historical fact, is, Mr. Donnell informs me, and he is a good authority on the subject, that in the grants on the plantation of Ulster, and in Prinners's survey only the acres of arable land are given?—Yes.

7854. Mr. SHAW.—Are there any cases of rent raising in your neighbourhood?—There has been a very grievous case of rent raising on the Mercers' estate.

7855. Could you give the particulars?—I cannot give you individual particulars, but the tenants resisted the increase of rent, and forty of their number were brought before the Chairman of the county on ejectment notices, and their cases were so badly handled by their attorney, the celebrated John Rea of Belfast, that the result was a compromise, which raised it although that notable gentleman of London

gave them an ultimatum, which was to be the last, that they were to pay the rent or go. He was a noted man in Mr. Gladstone's previous Government, Lord Selburne is the man, I believe. He issued an ultimatum to the tenants of the Mercers' estate that they were to pay all the rise of rent—a very unreasonable rise—but they both yielded, and made a compromise.

7856. Is that lately?—That is within the last three years. On Lady Garvagh's, the adjoining estate, the holdings are let at moderate rents, and as the leases expire the rents are raised.

7857. CHAIRMAN.—Are they raised to a very large amount?—Well, they are raised very considerably; but I must admit that they were low. There was some justification for the rise on her estate compared with the surrounding estates.

7858. Mr. SHAW.—If on the new lettings the rents are raised naturally, I should say, it is common sense, that is a gradual eating away of your tenant-right?—It is gradually eating away the tenant-right; it is discouraging the improvements, and it is causing the young and the strong people of the country to emigrate, leaving none but the old men and the children to work the farms. If a man has now forty acres in the district, he can't get his crops lifted.

7859. Baron DOWSE.—How do the labourers get on in your district?—The labourers are not paid high wages; but taking into account their mode of treatment they come to be very expensive on the farmer.

7860. Looking at it from the labourer's point of view, what wages does he get?—The rate of wages in our immediate neighbourhood is about 1s. a day with food for the labouring man.

7861. Mr. SHAW.—With a house?—Not with a house.

7862. Baron DOWSE.—Will they get work the whole year round at that?—They don't. Sept. 24, 1880.

7863. What do they do when they don't get work?—Some of them leave the country, and go to England or Scotland to work at public works.

7864. There is a good number of them in Glasgow?—Yes; and at Newcastle-on-Tyne, Durham, and other places.

7865. They leave their families?—Yes; they send the money back to them, and then they come back themselves in time to save the crop.

7866. Are they able to get houses pretty easily?—The number that is left is able to get houses now, for the population has become thin in the rural districts.

7867. Baron DOWSE.—I believe you find it difficult to get labourers when there is a pressure?—I had within the last twelve years to lay out my farm in grass on account of not being able to get labourers to save my crops.

7868. CHAIRMAN.—Have you anything else you wish to mention?—I don't think there is anything else I wish to mention. There is one thing I would like to impress on the Commissioners before I leave, and that is, although I am now in an humble position of life, I know a great deal about the country, travelling through it, for I am a merchant, and I look very badly on the prospects of this country if some change is not made. It is only, in my opinion, in favourable localities, and on the best of lands that the farmers will be able to live at all and compete with American competition, and if the rents in the backward districts are not brought to a proper level, I believe the population will soon be very thin.

The witness then withdrew.

Mr. Bernard Henry.

Mr. HENRY M'KEAN, Benburb, Moy, examined.

Mr. Henry M'Kean.

7869. Mr. KAVANAGH.—Are you a tenant farmer?—I am a manufacturer and farmer. I am principally a manufacturer.

7870. Baron DOWSE.—Are you a linen manufacturer?—Yes, and corn miller.

7871. CHAIRMAN.—You are a tenant upon what was formerly Lord Powerscourt's property?—Yes.

7872. That property was purchased by Mr. James Bruce?—Yes.

7873. In what year?—About four years since. It is only two years since it actually came into his possession.

7874. Previously to the purchase was any alteration made in the rents?—Yes; a very extensive lawsuit took place—two lawsuits in fact—between Lord Powerscourt and his tenantry, followed by an arbitration—I might say there were two arbitrations.

7875. About the rents?—Yes. In fact the first arrangement is all in black and white.

7876. Did tenant-right exist on the property?—Always.

7877. Was it subject to any rules?—At one time it was subject to rules, but the rules were allowed to forego to a certain extent by Lord Powerscourt himself when he came of age. Before he came of age there was a limit on the tenant-right.

7878. Baron DOWSE.—After he came of age was free sale allowed?—Free sale was allowed. Then Lord Powerscourt wanted to sell the estate, and he called a meeting of the tenants. They said they could purchase the most of the estate if the price would suit, and they offered him twenty-five years purchase on the rental. He refused to accept that, he would not take less than thirty-seven.

7879. On the then rental?—Yes; which would have amounted to £450,000—the rental was £8,100 per annum.

7880. Were the rents moderate?—They were average rents—they were above the Government valuation. The rental of the estate had been revised by Mr. M'Nice in 1837—it had been formerly let upon small leases—leases of seven, eight, or ten acres.

7881. Leases for lives?—Yes; and as the leases

dropped increased rents—in fact in many cases high rents—were put on by the then agent of the property. Then after the tenants failed to come to an arrangement, and said they could not buy the estate from Lord Powerscourt at thirty-seven years purchase, he sent a valuator and made a valuation of the property—Brassington and Gale made a valuation, and the agent served notices on the tenants to pay on Brassington and Gale's valuation—or upon the rental which Mr. Posnett framed on the basis of that valuation—a rental which was an increase of £2,000 over the former one. The tenants refused to pay the increased rents, and Lord Powerscourt then served them with notices to quit.

7882. On the whole property?—Yes; he served 700 notices to quit.

7883. In what year was that?—In 1874. The tenants then came to an arrangement with Lord Powerscourt to submit the estate to another valuation. This valuation was to be made by Mr. John Wilson, who was agreed to on both sides.

7884. Was that before you went into court?—Yes. Mr. Posnett on behalf of Lord Powerscourt himself, proposed Mr. Wilson as the valuator. The tenants said they were satisfied to leave the case in the hands of Mr. Wilson, on the condition that his valuation should be made a consent of court on the notices to quit. This was all agreed to. The valuation was made, and notices was served on the tenants to come in and pay Mr. Wilson's valuation.

7885. How much was it?—It amounted to nearly £1,000.

7886. £1,000 of a rise?—Yes.

7887. Midway between the other valuation and the former rental?—Yes. I may mention that there were only two-thirds of the tenantry who agreed to accept of Mr. Wilson's valuation, and got the consents through the court. As to the remainder of the tenants, Mr. Posnett, before the valuation was made, served them with notices to come in and do the same thing, or else he would proceed before November with the notice to quit. These tenants came in and served notices of

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assent, and in the interim the valuation was made. Mr. Posnett then served notices on the tenants to come in and pay on Mr. Wilson's valuation. That notice was served on 11th December, 1874, which was a fortnight before he got Mr. Wilson's valuation. As soon as Mr. Posnett got Mr. Wilson's valuation into his hands—he was then in Benburb—he immediately sent out the bailiffs. The tenants not knowing about the valuation—in fact we complained bitterly of Lord Powerscourt's solicitor getting the valuation from Mr. Wilson separately, contrary to the rule of the court—Mr. Posnett refused to adopt Mr. Wilson's valuation, sent the tenants home, and would not accept anything. It then came before the barrister at the sessions of 1875, to have the consents registered, but Lord Powerscourt raised an objection, and the barrister held that he had no jurisdiction, and therefore that the consents must go by the board, and all that had been done was nugatory.

7888. The O'CONNOR DON.—On the whole property?—Yes; he held that he had no jurisdiction whatever, and sent the whole party adrift. The parties who had been served with notice to come in and subscribe their names to Mr. Wilson's valuation were served—thirty of them—with ejectments. A number of land claims were brought, but ultimately, rather than be put out of their holdings, I may say the whole body of them assented to Mr. Posnett's valuation, although some of them, I must say, were exorbitant rents.

7889. Mr. SHAW.—Were they much higher than Mr. Wilson's?—Yes; some of them were 10 or 15 per cent. higher than Mr. Wilson's. Some of the tenants were unable to pay and had to give up their holdings. In consequence of the increase of rent some of the holdings, the tenant-right of which would be worth £10 or £12 per acre, have been sold for £6 or £7, and some of them as low as £5 per acre. Then, in the following May, Lord Powerscourt served new notices to quit on the tenants who had paid on Mr. Wilson's valuation, and brought them back into court again at the January sessions.

7890. How many notices did he serve at that time?—Between 200 and 300 notices to quit, the exact number I do not know. He brought the tenants into court again, but an arrangement was come to; the tenants did not want to leave their holdings. They believed Wilson's valuation to be a fair one, and before the case came on the leading parties were met by Mr. Holmes, who was the counsel representing Lord Powerscourt. Previous to this a memorial was prepared and sent to Lord Powerscourt, and on the day that the cases were to come on at the January Sessions of 1876, the tenants received Lord Powerscourt's reply to the memorial.

7891. Baron DOWSE.—Was Mr. Holmes counsel for Lord Powerscourt at the sessions?—Yes. The purport of the reply was, that Lord Powerscourt said the statement of the memorial was perfectly true, but that though he had agreed to this, he had never any intention of standing by it.

7892. He said that?—Yes. The result was that Mr. Holmes made a proposition that there should be an agreement for leases for thirty-one years, and that, of course, settled the case for that period, the tenants having a right to hold their lands for thirty-one years without any increase of rent.

7893. Did the tenants agree to that?—Two-thirds of them agreed to it. That increased the rental to £9,100.

7894. Who were the parties who arbitrated under that arrangement?—Mr. Holmes, Mr. Falkiner, and Mr. Carson, the three counsel. Mr. Falkiner represented the tenants, Mr. Holmes represented Lord Powerscourt, and Mr. Carson was umpire. They met and made an award. This award was made on a fixed rental, but another lawsuit was engaged in by the tenants on the ground that there was no settlement made by the arbitrators except as to the rent, and Lord Powerscourt refused to pay the half of the county cess. The matter went on, and was brought again into court,

but the tenants were beaten on the county cess question, which they considered a great grievance.

7895. Mr. SHAW.—The tenants, I suppose, thought what had been done amounted to a new letting, and that under the Land Act they were entitled to require the landlord to pay half the county cess?—Yes; they were put to very great expense, having had six counsel's opinions on the question, all of whom held that they were entitled to it, but they were defeated in the end.

7896. How much did the law costs come to?—I think very nearly £1,000.

7897. That rental now, as settled by those gentlemen, is the present rental of the property?—Yes, so far as the tenants inside the arbitration are concerned, but the balance of the tenants are on Mr. Posnett's valuation. Last year, while the average tenant-right was from £12 to £14 per acre, the tenant-right on these holdings was from £6 to £8.

7898. Was that owing to the rents being excessive?—Yes; and they having no security.

7899. Except the tenant-right that exists on the estate?—Yes; but the tenants have lost faith in that tenant-right on this consideration—that the landlord may take them into a court of law and put them to litigation, or he may refuse to accept of a tenant except at an advance of rent.

7900. Mr. James Bruce then purchased the estate?—Yes, he purchased the estate at £190,000.

7901. Under Mr. James Bruce is there tenant-right on the property?—Yes, the same as had existed before.

7902. Baron DOWSE.—The sum at which he purchased is under what the tenants offered?—Yes; if Lord Powerscourt had sold to the tenants he would have got £40,000 more than he did.

7903. Why didn't he agree to let the tenants purchase it?—That is one of the questions I cannot understand.

7904. The O'CONNOR DON.—You say that he sold the estate for a less sum than the tenants offered to give for it?—Yes.

7905. Would all the tenants have agreed to buy?—Yes. Two-thirds of them came forward and offered, and the others would have done the same.

7906. Baron DOWSE.—I suppose the feeling was such between Lord Powerscourt and the tenants that he preferred to sell it to one individual?—Yes.

7907. CHAIRMAN.—There is another case, I understand, which you wish to mention?—Yes. It occurred on the Earl of Dartrey's property. The party concerned is named Crothers.

7908. Where is the property?—At Blackwatertown, in the county Armagh. The point of that case is, the refusal of the landlord to accept the son of a deceased tenant except on an increase of rent.

7909. He increased the rent upon the son succeeding his father?—Yes. That is a new rule, which was never known on the property till then.

7910. Mr. KAVANAGH.—What was the name of this case?—Earl of Dartrey v. Crothers.

7911. CHAIRMAN.—Can you tell the date of it?—The father died in 1877. This, I think, is about the hardest case that has come under my notice for years. The father died in 1877, and immediately on the son offering himself as tenant, although he was the only son of his father they refused to accept him as tenant without an increase of rent.

7912. Was it freehold?—No, it is leasehold; he holds a portion in perpetuity and sixty acres odd, as tenant at will.

7913. Were those leaseholds in the village?—Yes, it is nothing but houses and gardens.

7914. Had those houses been built by his predecessor?—No; he bought them in the Landed Estates Court.

7915. Baron DOWSE.—Has Lord Dartrey much property there?—Yes, it all belongs to Lord Dartrey. It was only in 1870 that his father had been security for his uncle, and his uncle had involved his father in a sum of money about thirty years ago. There had been

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no tenant-right, and no one touched the property till the Land Act was passed. Immediately after the passing of the Land Act the parties who held the bonds against the late Mr. Crothers sued him on the bond, and the place was put up for sale, and was bought by me, in trust for the son; and assented to. That sale was by the trustees under an assignment. The parties were not satisfied with the sale under the assignment, and brought the matter into bankruptcy. The landlord allowed the first sale to be passed over, and a second sale to be carried out by the Court without making any arrangement for rent at all. On the occasion of the second sale an arrangement was come to between the Judge in the Bankruptcy Court, and myself. I held the place for two years until the young man's granduncle died, and left him a legacy. He then redeemed the place, paid me the costs that I had incurred, and I handed it back to him for what I paid for it. It was allowed to continue on in the father's name though it was the son's money bought the tenant-right, till the father died.

7916. Was this young man anything to the late J. Crothers of Blackwatertown?—Nephew. When the father died the agent refused to allow the son's name to be registered as the tenant, and in fact he threatened him with proceedings at law if he did not pay an increased rent. He then served him with notice to quit and brought an ejectment against him. Finally a land claim was brought, which came before the court in Armagh. The Judge held that the Earl of Dartrey was not demanding anything more than his right, and said that if the young man did not settle with the landlord he would dismiss the case.

7917. Baron Dowse.—He thought the rent was fair?—He said that in his opinion Lord Dartrey had not demanded anything more than he had a right to do.

7918. Did he dismiss the case?—No, he said he would let them settle it, and he adjourned the hearing; and the young man was advised to try and settle the tenant-right and get done with the matter.

7919. Who was the Chairman?—Mr. Lefroy, q.c. But though he held that the rent was not too high, the fact is this year's produce of the fifty acres won't pay the increased rent and taxes.

7920. CHAIRMAN.—Is there any other case you wish to bring before us?—There is another case of a man named Plunkett, who is the tenant of a Miss Magee. She is the landlady in this case.

7921. And who is the agent?—Mr. Goodlette.

7922. Baron Dowse.—Is that Mr. Alfred Goodlette?—Yes. This is the case in which "office rules" came in, and in consequence the man had to forego some £72.

7923. CHAIRMAN.—When were those office rules made?—I never heard of them before, until this case came up in 1878, and I have known the property for a long time.

7924. Where does the property lie?—Between Moy and Blackwater. The man wanted to leave and go to Australia, and he offered to sell the place. An adjoining tenant offered him £20 an acre, and was quite prepared to pay the money when Mr. Goodlette interfered, and would not permit him to sell for more than £14 an acre. The man having all his arrangements made to go away to Australia had to sell for £14 an acre and did not stay on.

7925. Baron Dowse.—And you knew that property before?—Yes.

7926. And was the price restricted before?—No.

7927. Not up to this time?—No; I have been intimately acquainted with all these matters, being both miller and manufacturer.

7928. Where is your mill?—In Benburb. I was in the scutching trade and the corn trade, and am intimately acquainted with all these people; every one of them.

7929. CHAIRMAN.—Is there any other case?—There is the case of the Earl of Dartrey and a man named Finn. The Earl of Dartrey was the landlord, and James Finn the tenant. A few years ago Finn bought

a place and was accepted as tenant by the agent, Mr. Boyle. Finn wanted last November to sell this place as he wanted to leave the country. He offered the place for sale, and it was bought by a party, but when they went to the office to have the transfer made Mr. Boyle said he would not accept the incoming tenant unless he agreed to pay £2 of an advance in the rent. That was on something like ten or twelve acres of land. The person who was purchasing said to the seller "Very well, if I must pay this advance, I must get the place for £40 less."

7930. Baron Dowse.—That the tenant-right was to go for £40 less?—Yes.

7931. The O'CONOR DON.—What had the tenant paid for the tenant-right before?—I am not certain; but I think something like £14 an acre.

7932. And what did he sell it for?—He did not get the same amount of money.

7933. That he paid for it?—No; of course the farm had depreciated in value under him, that is so far as the actual value of the land, but if there had been no increase of rent at this time he would have received the £40 additional.

7934. Baron Dowse.—The man who was purchasing just took a capitalized sum representing £2 a year?—Exactly.

7935. The O'CONOR DON.—Was the rent low or high before?—I should say it was a fair rent. About Blackwatertown the rents are all high, for when the valuation was made, which is now a good many years ago, Blackwatertown was a thriving place; it was, if I might so term it, the seaport of the district, as the river there was navigable by the lighters.

7936. And it has since deteriorated?—It has.

7937. Baron Dowse.—Do you know anything about Mr. Parnell's property?—Yes.

7937A. Were there any cases of rise of rent on it?—Not since the passing of the Land Act, but previously there were.

7938. What kind of cases were they?—The tenants might as well have been in the backwoods or some such place. I think the property was in Chancery for some time. After the present man got possession he sent down an agent from Dublin and the tenants could not do a single thing on the property one way or the other, but they were brought up for it, and the rents were increased, I think, nearly 20 per cent.

7939. That is a brother of Mr. Charles S. Parnell?—Yes. That property was very badly handled, and it is only a few years ago since an attempt was made to bring the tenants into court, in order to make them pay a half-yearly gale of rent, instead of a yearly gale.

7940. Are the rents on that property high?—Very high, and the people are poor and not able to pay it. He put it into the court and tried to sell, but could not get it done.

7941. Mr. SHAW.—Did he try to sell to the tenants?—Yes.

7942. And what price did he try to get?—He could get no price I believe in Dublin.

7943. And how was it that the tenants did not buy?—Because they were that poor that they could not buy.

7944. Baron Dowse.—Is that near Blackwatertown?—More between Charlemont and Loughgall, going from Armagh to Charlemont, it lies on your right.

7945. Mr. SHAW.—Going on the regular road it lies on your right?—Yes.

7946. Baron Dowse.—Kinnego is one of the townlands?—It is.

7947. Mr. SHAW.—Is it good land?—Some of it is.

7948. Baron Dowse.—It lies high?—Yes. There was a good deal of bog, but it has been taken away.

7949. Reclaimed?—Well, you cannot call it reclaimed. The drainage is deficient, and the ground is generally kept in a state of flood.

7950. Between Charlemont and Armagh, there are extensive bogs; and they are full of bog-holes which are all full of water?—Yes.

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7951. The county-road stands high there, with bogs on both sides?—The county-road has been in some places cut down on a level with the bogs. The floods in the Blackwater stopped the outlet for drainage, and of course the bogs have gone considerably to the bad. There was in that case of Crothers no less than thirteen acres of bog. The late Crothers did his best to reclaim it; he levelled it, and wrought at it for a long time, and although the valuation was put down at some £5 per annum, the whole produce of that bog this year has been sold for £1.

7952. These are all tenant-right estates you have mentioned?—Yes.

7953. Do you think it would be an improvement to these estates and to the country generally if the tenants had security of tenure and the power of free sale, giving the landlord a reasonable veto on the incoming tenant?—I do, it would improve the tenants considerably. We have evidence of that in the Powerscourt cases, where tenants who would not improve their places before, who would not lay out a sixpence, are all improving them.

7954. CHAIRMAN.—Do you think tenants would like such an Act of Parliament as that at present rents?—In some cases they would and in other cases they would not, because the rents in some cases are exorbitant.

7955. Baron DOWSE.—But in the majority of cases the rents are fair?—I should say so, in the majority of cases.

7956. Does tenant-right prevail on Lord Caledon's estate?—Yes.

7957. Do you know that yourself?—I am perfectly cognizant of that.

7958. What about the Ranfurley estate?—On the Ranfurley estate it is limited to £11.

7959. Formerly it was unlimited?—I cannot say, but that has been the case for the last two or three years.

7960. Was it during the last agent's time?—Yes.

7961. He is dead now?—He is.

7962. Mr. SHAW.—Would it bring more than that if left to competition?—I can give you an instance of a man named Wilson, who could have got £13 an acre; he would not be allowed to sell it for that amount, and he had to accept £11.

7963. Mr. Bruce's property comes up near to the town of Moy?—Yes.

7964. Is there tenant-right on Lord Charlemont's estate?—Yes.

7965. Is there any restriction on it?—Not that I ever heard of, except in some cases there is an increase of rent.

7966. Mr. Hugh Boyle is the agent for that estate?—Yes. The late Lord Charlemont leased off the greater part of the town of Moy, and it is held in perpetuity.

7967. Do you know anything about the Verner estate?—No, it is rather out of my way.

7968. You know Lord Dartry's estate, and the Benburb estate, and the estates of Lord Charlemont and Lord Ranfurley?—Yes, and some little about Lord Caledon's estate, but not very much.

7969. CHAIRMAN.—There is tenant-right on Lord Caledon's estate?—Yes.

7970. Have there been any office rules made lately?—Not that I have heard of.

7971. Baron DOWSE.—Before this dispute, if I may use the expression, between Lord Powerscourt and his tenants, the rents seemed to be considered fair and reasonable?—Yes.

7972. And tenant-right prevailed?—Yes.

7973. And there was perfect contentment over the property?—Yes.

7974. And everything went on very well?—Yes.

7975. And what really caused the dispute was the attempt to raise the rent?—The attempt to raise the rent above the valuation that Mr. Wilson had made.

7976. The tenant was prepared for a moderate rise of rent?—Yes. Here is the memorial of the tenants to Lord Powerscourt. It is the memorial of the

"tenants of the Benburb estate, who, for the second time within the period of two years, have been served with notice to quit." From the memorial I will read the following:—

"On receipt of these notices (referring to the notices to quit) we, your memorialists, with the large majority of the tenants of the Benburb estate, took the same into our consideration, with the anxious desire of at once fairly meeting your lordship's views, and having the readjustment of our rents settled upon the basis of a valuation made by a partial and experienced person, to be mutually agreed upon by your Lordship and ourselves; but we did express what we believe to have been our reasonable dissatisfaction that a valuation made without any representation on the tenants' part or without any notice to them, should be imposed upon them, and an attempt made in some instances to enforce them by ejectments which could not be sustained on legal grounds, and were dismissed by the court, when the persons so proceeded against were driven to the necessity of defending proceedings which were not justified either by law or usage. Your memorialists and the other tenants therefore learned with satisfaction that yielding to our representations as aforesaid, your lordship's agent addressed to Mr. Galbraith Wiley, as Secretary for the Tenants Committee, a letter which is in the words and figures following:—Benburb, 11th April, 1874.

"To Mr. Galbraith Wiley, Drumray.

"Having heard from Mr. John Wilson that the tenantry on the Benburb Estate were desirous of retaining his services as valuator, in consequence of the dissatisfaction arising from the manner in which Mr. Geale's valuation was made, I have to inform you that Lord Powerscourt, anxious so far as he reasonably can to meet the views of the tenantry in the matter, has requested Mr. John Wilson to revalue the estate. Being aware that you acted as Secretary to the tenantry during the interviews I had with them on this subject, I send this communication to you.

"Yours truly,

"GEORGE POSNETT."

7977. Baron DOWSE.—By that valuation he afterwards refused to abide?—Yes.

7978. Mr. SHAW.—Mr. Wilson is a well known arbitrator?—He is. He has a farm of his own, and is a practical and competent man who is well known.

7979. Baron DOWSE.—He is a most respectable man?—He is.

7980. Mr. SHAW.—You think this system of arbitration would be a fair way of settling any dispute that might arise?—I do think it would be a fair way of settling the disputes, if competent arbitrators were provided.

7981. You are of opinion that the landlord has a right to seek a rise of rent if he thinks the land is too low?—Yes.

7982. And the tenant to seek a reduction if he thinks that it is set too high?—Certainly.

7983. If that system were established, do you not think there would be in the country a great deal of excitement and re-valuing?—There might be but I have been working amongst tenant farmers for some years, and have been intimately acquainted with them, and it is only in exceptional cases that I have heard a man say that he would not pay a fair rent.

7984. If the rents were fair, you think there would be no movement at all?—Yes, but tenants object to a landlord sending down a man, as Lord Powerscourt sent down Mr. Geale, to take a bird's-eye view of a man's place, and then to raise the rents. I will give you an instance. There is a man who pays £80 a year under Mr. Wilson's valuation, and he was called upon to pay £120 a year under the valuation of Mr. Geale, who never lifted a sod, nor looked into the place in the way a valuator under such circumstances should.

7985. Baron DOWSE.—The tenants own improvements were valued?—Yes. Mr. Geale valued the forty-seven townlands in three weeks, and he did not spend more than three or four hours a day at the works.

7986. Baron DOWSE.—He must be a smart man.

7987. The O'CONOR DON.—Was there any abatement of rent made last year in that district?—Mr. Bruce gave ten per cent., the Earl of Dartry gave no abatement, the Earl of Charlemont gave none, the

Earl of Caledon, gave ten per cent., and the Earl of Ranfurly gave ten per cent.

7988. Did Mr. Parnell give any?—He did. In some cases there was a dispute between him and his tenants. They believed they were to get an abatement and when they came to Moy and tendered the amount without the abatement it was not accepted.

7989. Baron Dowse.—Who is the agent?—Well, I do not exactly remember.

7990. Is it Mr. McDermott?—It is; that's the name. The tenants then sent the amount to Dublin, and it was sent back to them.

7991. Mr. SHAW.—They sent it less the abatement?—Yes, and it was sent back; and then they addressed a memorial to Mr. Parnell, and at last the rent was accepted, I believe, with the abatement. I know one party who came to me and showed me the notice that he had got from Dublin. The letter to him was to the effect that if he did not pay the full rent, proceedings would be taken against him. Afterwards the parties went to Dublin and saw Mr. McDermott and Mr. Parnell personally, and the abatement was made.

7992. They are nearly all small tenants?—Yes.

7993. You admit the right of the landlord to increase the rent on certain occasions?—Certainly, but I do not admit that the Land Judge is capable of deciding what the rent should be. It should be a skilled man.

7994. Would it be possible in this valuation to estimate the value of the landlord's interest in it, and for the tenant to buy it out in perpetuity?—In some cases that has wrought remarkably well. I know some tenants who have done remarkably well under the Church, although they paid high for their farms.

7995. Baron Dowse.—Was that the Clonfeacle Glebe?—Yes, and they are doing well since. There was another party who purchased in that way and I think the tenants are nearly all cleared out, as he has been trying to raise the rent.

7996. He purchased from the Church Commissioners with the tenants on the land and has since been trying to raise the rent?—Yes.

7997. As to that Clonfeacle Glebe was tenant-right always allowed on it?—It was always let at such a high rent that there has never been tenant-right on it.

7998. Do you remember the late Bishop of Limerick on it?—No.

7999. Do you remember Mr. Stevenson on it?—Yes, and when he resided there, there was no such thing as tenant-right on it.

8000. Mr. SHAW.—They did not leave room for it?—No.

8001. How did the tenants purchase?—There are some tenants who did not exactly live upon this property, and they come in and took the farms and have since bought them.

8002. Would the tenants generally buy the land in your district if they were allowed to purchase under the Land Act and got facilities?—Yes; provided it did not cost too much.

8003. If they got it at a cheap rate and also got money without much expense you think the bulk of them would buy?—Yes.

8004. And if there were also security of tenure and just rents it would meet your case very much?—Yes.

8005. If there was a system of purchasing perpetuities from the landlord how would that do?—I do not know. There are cases in which it would be an improvement; although, of course, there is this in it—that if tenants purchasing from the landlord have to borrow at a high rate, they are in a worse position than before.

8006. Getting help from the Government it might come easy to them?—Yes; and there is no doubt that that would be very much taken advantage of in the north.

8007. The O'CONNOR DON.—Do you think the great majority of the tenants would be able to provide one-third or one-fourth of the purchase-money?—Well, I think not more than one-half in our neighbourhood. It just varies according to their circumstances.

8008. Mr. SHAW.—And the good times?—Yes.

8009. And the times are very depressed now?—Yes; farming is very depressed.

8010. Baron Dowse.—You have lived down in that district all your life?—I have lived twenty-five years there. I believe that I was personally acquainted for four miles round with four-fifths of the inhabitants. A great many of the grievances in the Powerscourt cases were made known to me. I may say that in the most of the cases I was one of the assessors for the tenants.

8011. And you have a personal knowledge of the whole thing?—I have.

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M'Kean.

Mr. ANDRE MURRAY KER, Newbliss; and Mr. W. MARSHALL FITZGERALD, Clonavilla, near Clones, were examined together.

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M. Ker, and
Mr. W. M.
Fitzgerald.

8012. CHAIRMAN.—What profession are you?—Mr. Ker.—I am a landed proprietor, and have been a land agent.

8013. State what points you wish to bring under our notice?—I was requested to attend here by Lord Dartrey and Colonel Clements to give evidence in any matter as to which I might be asked.

8014. You have been twenty-seven years agent to Lord Dartrey?—I was.

8015. You are acquainted with his property?—Perfectly.

8016. When did you quit the agency?—In 1876 I resigned.

8017. On Lord Dartrey's property does tenant-right exist?—It does.

8018. Was there any limit to the tenant-right at the time you were agent?—It was restricted to £10 per acre.

8019. Was there any restriction as to the purchaser?—Yes. I always had the choice of the tenant. The landlord had a veto.

8020. Did that always exist on the property?—It existed as long as I knew the property and long before.

8021. Did the limit of £10 per acre always exist on the property?—I should think not always, but I have traced it as far back as 1839. I commenced being agent in 1849, and as far as I could make out among

the tenants when I got directions from his lordship to carry out that rule, I inquired when it began, and I traced it back ten years, it may have been longer.

8022. If any special improvements were made by the tenant was anything above £10 an acre allowed?—Certainly, in the case of buildings, or any special improvements.

8023. They were allowed to get a higher price?—They were; if there were any special reason for it.

8024. Baron Dowse.—Was there always a limit upon the price?—No.

8025. Then, at one time, it was unrestricted?—Certainly. I have known it go up to hundreds. I have known a farmer sell his tenant-right for £500 on account of a good slated house.

8026. What would that be per acre?—That was over and above the £10 per acre.

8027. Were they tenancies from year to year?—Yes.

8028. On your own estate is there any limit of price?—No; I never limited the price.

8029. Upon the other estates you know, and on your own, was there a preference given to a tenant on the property in the purchase?—Yes; that is nearly universal in Monaghan—if a tenant on the property applies he gets the preference.

8030. Do you suppose that when there was this

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limit it was often exceeded by private arrangement?—No doubt it was, very often; they always gave too much.

8031. Was any inquiry made as to that?—Yes, strictly. The buyer and seller used to come into my office. I had a form in the office for them to sign, agreeing to the price, and they would come in and sign it, and pay the money according to the rule of the estate, but I knew myself that when they went out the buyer paid something over.

8032. That was done because, according to the rule of the office, more than £10 per acre would not be allowed?—Yes.

8033. Does that rule prevail still?—Yes. I saw Lord Dartrey yesterday, and he told me everything was exactly the same as before. I know the agent very well, too.

8034. Who is the agent?—Mr. Edward Richardson, he succeeded me. He has the management of the Monaghan property.

8035. Mr. Boyle is agent for part of the estate?—Yes; for the Armagh property.

8036. What was the custom as to tenant-right upon a leasehold when the lease dropped?—It was allowed.

8037. It was treated as existing at the end of the lease?—It was, just as if the tenant had no lease at all.

8038. When a lease dropped, were tenants offered a renewal if they wished it?—They as a rule never asked for it—they were not anxious for leases—scarcely a man applied for one. They generally remained in occupation after the lease dropped—without asking for any renewal. If they asked for a renewal they would have got it.

8039. Were they anxious for leases before the Land Act?—A little more than now. The property I hold at present, part of it was in Chancery, and by direction of Master Brooke, I served a notice on every tenant on the estate to come and take out a lease, but not one of them did so.

8040. Mr. SHAW.—What was the reason of that?—They did not care for leases.

8041. Baron DOWSE.—I suppose the lease they would have got was for seven years pending the cause?—No—it was given under the will of the late Mr. Ker—two lives and twenty-one years.

8042. They preferred to remain as they were—tenants from year to year?—Yes; not one of them took out a lease. It was my wish that they should do it, and I often asked them to do it.

8043. You have that property yourself now?—I have. I wish to say I am wrong in saying there were no leases—because there were three or four townlands put up for sale and they took leases, for fear of it passing into hands they did not like as well as myself, and I bought those lands, so that they continued tenants.

8044. On Lord Dartrey's estate, is there any custom of allowances for buildings?—Yes, up to the passing of the Land Act, but not since. The Land Act has done a great deal of mischief in our county.

8045. In consequence of that ceasing, have the tenants ceased to make improvements?—I don't think it affected the tenants much. I do not hear of as much building or improvements, certainly, but I cannot say that the Land Act has kept back the tenants from improving—it certainly has kept back the landlords.

8046. The class of improvements which were made by the tenants with assistance from the landlords—has the Land Act affected them?—Yes, they have stopped altogether; there is far less drainage done.

8047. Is it generally the case that since the Land Act the landlords have ceased to make the allowances they did previously?—Certainly.

8048. I gather from your evidence that you have not a good opinion of the working of the Land Act?—I know nothing about it, except in my own county—it may have made the tenant securer—of course it

must have done that—but it certainly has separated landlord and tenant very much.

8049. The landlord formerly admitted tenant-right by favour, but he is now obliged to do it by law?—Yes; tenant-right is legalized now, certainly. It in that way is certainly an improvement to the tenant.

8050. How is it an injury to the landlord?—I do not say it is an injury.

8051. You said it separated landlord and tenant very much?—Yes.

8052. How?—By the landlord refusing to do for the tenant as much as he used to do.

8053. Have you had any experience on the subject of peasant proprietary?—No, there has been scarcely a case of it in the county.

8054. On the subject of waste lands, you say there has been a good deal done by tenants in the way of reclamation?—Yes—on mountain lands.

8055. And that has been done without the aid of the landlord?—Very often, I know the landlords assisted in some cases.

8056. As to the raising of rents, do you consider that the system of raising rents upon a change of tenancy existed generally before the Land Act?—It was not always the case, but I have known cases before the Act where there was a change of tenancy, and the opportunity was taken advantage of to raise the rent, where it would not have been raised upon the old tenant.

8057. Do you know it to have been a general rule that on a change of tenancy there is a revision of rent?—It is often the case, but I don't think it is a general rule.

8058. Mr. SHAW.—Is it done oftener now than before the Land Act?—I should say not. I think on the whole there is less raising of rents now than there used to be.

8059. Baron DOWSE.—You ceased to be agent in 1876?—Yes.

8060. In addition to having been a land agent are you an extensive proprietor on your own account?—I am.

8061. You have a good deal of land yourself?—Yes.

8062. Upon your own estate does tenant-right prevail?—It does.

8063. Is there any restriction on the price?—No.

8064. No restriction?—No.

8065. Free right of sale?—Yes, as regards price.

8066. I suppose you exercise a reasonable veto as regards tenants coming in?—I give my own tenants the preference.

8067. But if none of your tenants is willing to buy, do you allow the outgoing man to sell to anyone he likes?—Not exactly. I like to know that the incoming tenant is a proper man.

8068. Subject to that, can the tenant dispose of his tenant-right to any person he likes?—Yes. The advertisement they put up is "subject to the approval of the landlord."

8069. At what price does the tenant-right generally sell?—From £8 to £15 per acre; in special cases I have known it to go up to £22.

8070. Would that be in the neighbourhood of a town?—Two miles from Ballybay.

8071. Has there been a fall in the value of tenant-right latterly owing to the bad times?—Decidedly.

8072. Has there been any increase of rent of late years on your own estate?—No.

8073. Some persons have said that on many estates it is usual upon a change of tenancy, when a new name is entered in the book, to raise the rent?—It is often done.

8074. The effect of that is more or less to depreciate the tenant-right?—Yes.

8075. That is not done upon your estate?—Not as a rule.

8076. Sometimes it is, I suppose?—I have done it this very year. A tenant made up his mind to go to

America, and I raised the rent a little on the incoming man.

8077. Had the incoming man bought at the time you raised it?—No. I gave him notice before he bought that the rent would be raised.

8078. Had it the effect of making him give less for the tenant-right?—It had, but he gave an enormous price notwithstanding.

8079. Sometimes they give unreasonably high prices for tenant-right?—They do, ridiculous prices.

8080. Raising the rent would have the effect of diminishing tenant-right?—Of course it would.

8081. Did that prevail to any extent upon Lord Dartrey's estate?—No.

8082. Colonel Clements' property is in Cavan?—Yes.

8083. You are agent over that estate?—I am, for the last twenty-seven years.

8084. You have still the management of it?—I have.

8085. Having been agent for twenty-seven years of course you have a good deal of experience on that property?—I have.

8086. What is the rental of it?—About £3,000 a year.

8087. In what part of Cavan is it situated? Near Cootehill.

8088. Does tenant-right prevail there?—Yes.

8089. Unrestricted?—Quite unrestricted.

8090. No limit on the price?—No. Colonel Clements is the easiest man in Ireland, I suppose with his tenants.

8091. Is that the gentleman who succeeded to the late Lord Leitrim's estate?—The very man. I was trustee for that property.

8092. Who has the Coote estate now?—Mr. Smith.

8093. Do you know anything about that estate?—I do, my brother was the agent over it for years.

8094. Does tenant-right prevail there?—It does.

8095. Is it restricted in any way?—I think not. I never heard of any particular rules restricting it, it is not much interfered with, I think, as to price.

8096. Some witnesses have stated that when there is a restriction put upon the price of tenant-right, it has been defeated by underhand agreements, and one gentleman who is manager of several estates told us that he found that so much the case, that he thought it better to abolish the rule altogether, and leave the parties free as to price?—Yes, my experience is that you may as well not have any restriction as to price, because if you have, the money will be paid behind backs. It is a most extraordinary thing to my mind—I never could understand it—but the great feeling of the country is for the man who is selling, and although the man who is purchasing may be as popular a man as there is in the country, there is never any sympathy for him. I cannot understand it.

8097. Don't you think it may be accounted for, by the desire to push up the price of tenant-right as high as they can, so that if hereafter they have to become sellers, they may have the same good luck, and get as large a price as possible?—Perhaps so.

8098. On the estate of Colonel Clements has there been any increase of rent?—No.

8099. We have been told by several witnesses that on some estates an increase has been made in rent upon a change of tenancy and at other times, and that such a course has had the effect of diminishing the tenant-right—that is not your experience so far as regards the estates you are concerned with?—No.

8101. I suppose there is no doubt that an increase of rent would depreciate the tenant-right of a holding?—No doubt.

8102. It would be possible by unduly raising the rent to make the tenant-right of no value?—Of course it would. I have threatened to raise the rent in some cases myself for that purpose, and stopped bargains by doing so.

8103. You knew it would have that effect?—Certainly, it was with that object I did it, when I found they were giving £40 an acre for the tenant-right.

8104. Do you think the system of tenant-right works well in your part of Ireland?—It does, on the whole it works well.

8105. The Land Act you say has had the effect of preventing landlords from expending money on improvements?—Yes, and it makes the tenants have a sort of independent feeling towards the landlords, their feeling is not what it used to be. I don't mean that tenants should cringe or be servile towards the landlord, but I think the tenants don't regard their landlords in the friendly way they used to do.

8106. Formerly they had only a moral claim for tenant-right upon the landlord?—Yes.

8107. Now they have a legal right?—Yes.

8108. And they are more independent?—Perhaps they are.

8109. They have not the same motive now in gaining the landlord's favour that they had before the Land Act?—Certainly, there is not the good feeling there used to be.

8110. Do they show that in their manner?—They do some of them.

8111. Have you observed that the same change of manner is creeping over the country in every rank of life?—I do; there is a great deal of Americanism in the country. Still, I think it is not so bad as it was some years ago.

8112. You think there has been an improvement of late years?—I do.

8113. The Ulster tenant-right system, you say, works well?—Yes, pretty fairly.

8114. You do not see any necessity for a tribunal to settle rents as between landlord and tenant?—No.

8115. According to your experience there is no difficulty about that?—I have never had the slightest difficulty, and there are no complaints.

8116. There might be such a thing, you know?—No doubt there might.

8117. There are some people who ask too much?—Certainly.

8118. There are some rapacious landlords?—I am sure there are.

8119. Would it be well to have some means of keeping them in check?—Yes, I think it would.

8120. How would you do it?—I don't know how it could be done, except by something like what has been proposed.

8121. Arbitration to settle the rent between them?—Yes.

8122. You think that would keep them in check?—Yes; with a right of appeal to some tribunal.

8123. You think that would have a good effect?—Yes, if you could get an honest and competent tribunal, but certainly not the county court judges.

8124. You don't think they would be satisfactory?—Not the majority of them. Some of them would, for instance in our own county we have a very fair man, Mr. Barron. He has given good judgments in most land cases.

8125. But as a rule you do not think the county court would be a satisfactory tribunal?—No; I have heard of some of the decisions in a way that showed they did not know what they were talking about.

8126. You think if some competent and honest tribunal could be established for the purpose of settling disputes between landlord and tenant as to rent it would be useful?—Yes.

8127. What do you think about the new scheme of peasant proprietary—I believe you have none of them in your part of the world?—No.

8128. Would there be any objection, in your opinion, to enabling a landlord to sell his property to his tenants if they wanted to purchase it?—If you mean by an advance of public money I would not be in favour of it. I think it is beginning at the wrong end.

8129. What is the right end to begin at in your opinion?—If a tenant had saved money and was able to buy.

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8130. You think in that case he should be at liberty to purchase?—Certainly, if the landlord was willing to sell, but I would not force the landlord to sell.

8131. You would not be in favour of compulsory sales?—No.

8132. But if the landlord wished to sell, and the tenant wished to buy, you would facilitate the transaction?—I would. But I would not advance the public money for the purpose.

8133. You would not object to the tenant borrowing a portion of the money from private parties?—It is a bad system, but that is the man's own lookout.

8134. You do not approve of Government advancing the money on the terms of being repaid by an annuity spread over a certain number of years?—I do not.

8135. That, in point of fact, would involve an increase of rent during those years?—It would. I know one or two men in my neighbourhood who borrowed money and purchased, but they have made a miserable business of it. They are deeply in arrears.

8136. Where were the lands which they purchased situated?—In the co. Leitrim. It was Church land. I know one of the men well—he is a tenant of Lord Dartrey's—he does not live on the farm he purchased, he resides in Fermanagh.

8137. As far as your experience goes, the system of tenants purchasing and becoming proprietors has not worked well?—It has not.

8138. Were there any Church lands sold in your own county at all?—Yes; I believe so.

8139. You do not know any case of tenants buying them?—No.

8140. According to your evidence you do not approve of tenants purchasing their holdings, unless in the case of a man who had money, and was a thrifty and industrious man, and willing to buy, and the landlord willing to sell?—That is my general idea. Of course there are some men who could borrow money, and to whom you could safely lend it—steady well-principled men—who would pay the instalments regularly; but the majority of Irish tenants in my opinion would buy the land and never pay for it.

8141. Who makes the improvements on the estates in your district?—At present the landlords certainly do not.

8142. Any improvements that are made are done by the tenants?—Yes; but there are very few tenants who make real improvements. They take all they can out of the land. Very few of them either manure, drain, or fence.

8143. They build houses of some kind, don't they?—They do.

8144. In the neighbourhood of Newbliss, and in that district where your estate is situated, doesn't the country look very well?—Yes.

8145. They have tenant-right there?—They have.

8146. With full power of sale?—Yes. I think they are as comfortable as most farmers in the country.

8147. You are a resident landlord?—I am. I never leave home.

8148. Are you your own agent?—I am.

8149. You look after the property yourself?—I do. I know every tenant on it.

8150. Are they contented do you think?—I believe they are. I have had no complaints.

8151. They hold at a fair rent?—I believe the rents are fair and moderate.

8152. They are not turned out as long as they pay the rent?—Certainly not. I never turned a man out.

8153. And they are allowed to sell?—Yes.

8154. Does that system lead to contentment and security?—I believe so. I think the tenants are as content as any that I know.

8155. Have you had any ejectments?—I had one this year for non-payment of rent.

8156. Have you had any cases under the Land Act?—Never on my own property.

8157. None on your own estate?—None.

8158. Have you had some on Lord Dartrey's?—Yes.

8159. How many?—Six or seven, and I won them all but one.

8160. You succeeded in every one of them?—I did.

8161. Have you had any on the estate of Colonel Clements?—No.

8162. Do you ever exercise the powers of distress?—Never.

8163. Do you think it a beneficial thing that the landlord should have powers beyond any other creditor?—I do.

8164. Why do you think so?—If the ordinary creditors could come in before the landlord, the landlord would be deprived of his rent. Tenants are too fond of doing that as it is. I think where rent is due, the landlord should have the first claim.

8165. Have you found that to work beneficially for the tenant in some cases?—Yes. Tenants have repeatedly come to me to save them from their creditors.

8166. That is, to defeat the creditors?—Yes, but I refused to do it. I thought it would not be fair.

8167. You know Ulster pretty well, I suppose?—I do.

8168. Don't you think the tenant-right system has had a good effect in creating prosperity and good-will in Ulster?—I do.

8169. It has made the people contented, and encouraged them to improve their holdings?—Yes. I have always heard and believe so.

8170. But if a man was tenant upon an estate, the landlord of which was in the habit of raising the rents, he would be discouraged from making any improvements?—Certainly. I know some estates where that has been done, and it has had the effect of checking improvements, and ruined the tenants.

8171. Have you any objection to mention the names of these estates?—I would prefer not mentioning the names.

8172. But it has had the effect of depreciating the tenant-right, checking improvements, and ruining the tenants?—Yes, and injuring the landlords too, in the long run.

8173. Were these estates on which tenant-right prevailed?—On one of the estates I refer to, the landlord was too fond of raising the rent when he saw a tenant improving. I refused to be his agent for that reason.

8174. The effect of that course is to injure the tenant?—Yes, and to injure the landlord too.

8175. Mr. SHAW.—Were the rents raised without there being any change of tenancy?—Yes. There was one very bad case some years ago. The man who did it is dead and gone now. He wished to raise some money, and he served notices on his tenants, and made them pay rent for their own improvements. He was fired at and narrowly escaped being shot. I heard him say the bullet went through his coat, but I didn't believe him.

8176. What county was that in?—Monaghan.

8177. That is a peaceable county?—Generally so.

8178. I suppose you attribute that outrage upon him, to his conduct towards his tenantry?—I have no doubt of it. I am sure he was fired at, but the story he told about it was ridiculous.

8179. What proportion do the rents bear to the valuation in your district?—Lord Dartrey's rents were two shillings in the pound above the government valuation. Latterly he has made them three shillings in the pound above the valuation.

8180. Has he raised the rents latterly?—Not generally on the estate, but if there was a new letting the rent was advanced a little. He tells me the rent is to be 15 per cent. above the valuation of the land, not including buildings.

8181. That will lead to an increase of rent?—It will slightly. He has been acting on that principle for some years.

8182. He has not carried it out on the entire of his estate yet?—No.

8183. He is doing it slowly?—Slowly.

8184. Does he intend to stop there, or will he have another slide up by-and-by?—I don't know. But his land is let cheap.

8185. Mr. KAVANAGH.—What is your opinion of Griffith's valuation—is it of any value as a criterion for rent?—It has a certain value, but you cannot depend upon it—it is not uniform. Bad land is generally valued too high, and good land too low, in Griffith's valuation.

8186. In the north of Ireland does the valuation come near what the rent should be?—Yes; omitting buildings—but the rent of the land is generally higher than the valuation.

8187. Do you think it is justly so?—Yes, in most cases I believe it is fairly so—I would say 15 per cent. over the valuation, excepting buildings, would be a fair rent, and tenants would be satisfied with it if they were let alone.

8188. You think as a general rule that 15 per cent. over the valuation would be a fair rent?—Yes, I think the majority of the tenants would be satisfied with it.

8189. The O'CONOR DON.—Do you think they would have a good tenant-right interest to sell at that rate?—They would.

8190. You say that before the Land Act Lord Dartrey was in the habit of doing some of the improvements?—Several.

8191. Can you give us any idea of the amount he spent annually in improvements on his property?—I was allowed to spend some hundreds a year. There never was an exact amount for it. He scarcely ever refused an application I made for an allowance to a tenant. Another thing, they had bog always rent free.

8192. Did he make any charge to the tenants for advances for roofing houses?—Never.

8193. He spent some hundreds a year in improvements?—He did, up to 1876.

8194. Then he continued it after the passing of the Land Act?—He did not give so much after 1870 as he had done previously.

8195. With regard to the ejectment case which you had this year, have you put the tenant out of possession?—Not yet.

8196. It is a mere threat of ejectment?—Well, I am afraid I must evict him. I have given him every chance I could—he owes me five years rent.

8197. Mr. SHAW.—Cannot he sell his good-will?—Yes, but the fact is he does not wish to go.

8198. He wants to remain in occupation without paying the rent?—He would not say that that was his object.

8199. But it amounts to that?—It amounts to that.

8200. Would you allow him to sell, and pay you the rent out of the produce?—Of course I would do that.

8201. You can't force him to sell?—No—but if he does not do so I will evict him, sell the place myself, retain the rent out of the proceeds, and hand him the balance.

8202. Nothing could be fairer than that?—That is what I have always done.

8203. The O'CONOR DON.—With regard to the purchaser of the Church land in Leitrim, you say it turned out badly?—Yes, the first I knew of the matter was when the man indirectly applied to me to write to the Secretary of the Commissioners to ask him to give him some additional time for payment of the instalments. The Secretary had been an old school-fellow of mine. Of course I did not write—I would not interfere in a case like that. That man nearly doubled the rent on his own tenants. Those small land proprietors are generally the men who charge high rents.

8204. Baron DOWSE.—I suppose he bought as a speculation?—Yes, he had saved some money and got an advance.

8205. As a rule those people always screw up the rents as high as possible?—Yes.

8206. The O'CONOR DON.—I understand you are not aware of any case in which the actual occupier of a holding purchased?—No. I wish to mention with regard to Griffith's valuation. I got a note yesterday (from Sir R. Griffith to Earl of Dartrey) in which he said that he valued lands in the county Monaghan 2s. 6d. in the pound above the valuation.

8207. Above the valuation?—Yes. I saw a letter in the newspapers in which some gentleman had stated before this Commission that he denied that. I can show you a letter which Sir Richard Griffith wrote to Earl of Dartrey—Lord Dartrey had written to Sir R. Griffith asking him what, in his opinion, would be a fair rent to charge above the valuation. Sir R. Griffith in his reply stated that from 2s. 6d. to 3s. in the pound above the valuation would be the fair letting value.

8208. CHAIRMAN.—You have said that under the tenant-right system the tenant would continue in occupation as long as he paid the rent?—That is the rule. I never dream of putting a man out as long as he pays his rent.

8209. Is there any rule if a man has misconducted himself?—Yes. I brought an ejectment some years ago against a man who was found guilty of manslaughter at the Monaghan Assizes, and the barrister said it was a good reason.

8210. Did you sell the tenant-right in that case?—I did, and gave the family the money.

8211. Even in such a case the man should get the benefit of the tenant-right?—Yes; I gave it in that case.

8212. What sentence had that man got?—Five years. He stabbed a man in the presence of his own parish priest who was standing by.

8213. Then as long as they pay their rent and don't misconduct themselves you do not disturb them?—No, as long as they do that they are safe.

8214. If a man does misconduct himself, and you eject him, you have to run the gauntlet of the Land Court?—Yes. That man brought me into the Land Court, but I succeeded there.

8215. Notwithstanding your success there you allowed the tenant-right to his family?—I did, and it was the barrister divided the money amongst the children.

8216. Do you think the cessation of allowances for improvements by landlords has been felt by the tenants?—Yes.

8217. And may have led to some dissatisfaction?—No doubt.

8218. Were any abatements of rent made last year upon Lord Dartrey's property?—I think not. I am not certain.

8219. Are the tenants on that property well-to-do, generally?—They are not. On some few townlands they are, but the great majority of Lord Dartrey's tenants are poor men.

8220. The O'CONOR DON.—On small holdings?—Yes—small holdings in a great many cases—there are some large ones, no doubt, but a great many of his tenants are small, and a great many of my own are small.

8221. Is there any other occupation to turn to in that district except farming?—Very little.

8222. Mr. SHAW.—There is no weaving?—No, none in that part of Ulster. There used to be, but it is gone.

8223. Has the harvest been good on the whole?—Very good—it is better than the average, and well saved.

8224. In what condition are the labourers?—My experience is that the labouring class are better off than the small farmers—they get fair wages.

8225. What are the average wages of labourers in the district?—I pay 9s. a week and a house, and turf bog.

8226. I suppose you give better wages than the farmers generally?—I don't know, but I think that is

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probable. For instance, very few farmers could give turf bog.

8227. Do they give 9s. a week wages?—I doubt if they do.

8228. Have they houses to give them?—Some few have houses.

8229. Are the labourers generally under farmers, or under the landlords?—The farmer class have a great number of cottiers under them, as they call them. They live on the lands in small houses.

8230. And get potato ground?—Very often.

8231. The manure goes on the land of the farmer?—Yes.

8232. Do you find a good feeling to exist between the labourer and the farmer?—I would say so. Occasionally there are cases at the Petty Sessions—disputes under the Small Tenements Act. That happens very often.

8233. What is the average rent upon this land per acre?—The average in Monaghan is from 24s. to 26s. per Irish acre.

Mr. WILLIAM M. FITZGERALD, Clonavilla, near Clones, examined.

8243. CHAIRMAN.—Are you a tenant-farmer?—Yes; on the Clones estate.

8244. Upon whose property?—Sir Thomas Lennard's.

8245. Baron DOWSE.—Mr. Wrench is your agent?—Yes.

8246. CHAIRMAN.—How many acres do you farm?—About 73 acres statute.

8247. Is there anything that you wish to bring to our notice specially?—Nothing in particular.

8248. Nothing as regards your own holding?—Nothing.

8249. Tenant-right exists on the property?—It does.

8250. You can sell when you are leaving?—Yes; you ask permission of the agent to dispose of your farm, if you wish to leave. I am residing on a farm that my great-grandfather lived in, and there has never been any change in it, save and except that on the fall of the lease it was raised from 7s. 6d. per acre in my grandfather's time. I am paying between 32s. and 33s. per acre.

8251. When did the lease fall?—My grandfather was a life in the lease, and on his death it was raised to 25s. per acre. On the fall of that lease, my uncle, the late William Fitzgerald, took out a new lease, about thirty years ago. The lease was taken at 32s. 6d. per acre.

8252. And that lease is still in existence?—It is still in existence—there is one life in it still in being.

8253. Mr. KAVANAGH.—What is the average size of the holdings on the estate on which you live?—The average is fifteen or sixteen acres, Irish. I thought at first, on a rough calculation, that it was only ten.

8254. The majority of tenants hold from year to year?—From year to year.

8255. What is the average per-centage of rent above the valuation?—I would say omitting the value of buildings, about 15 per cent.

8256. Have you noticed any great inequalities in the Government valuation in the districts with which you are acquainted?—No. I could not say I have noticed any great inequality.

8257. You think, on the whole, the valuation is a fair one?—I think so—having regard to the quality of the land.

8258. Do you consider it a fair valuation as to the actual value of the land?—I would not consider it a fair test for the letting value of all kinds of land.

8259. That is really the important thing we want to find out—what sort of land is it fair with in your opinion?—I consider that land in a backward district has been valued as land adjoining a town—which has much more convenience as regards roads and markets—in my opinion when land is a considerable distance removed from a fair or market town, it is not fair to rate it as high.

8239. You don't think the advantages of situation,

8234. It is high and dry land?—Some of it.

8235. Is a good deal of it mountain?—Not a good deal.

8236. The tenants have reclaimed any of it that has been reclaimed?—Yes; the tenant generally got it for ten or twelve years at a nominal rent.

8237. And I suppose after that time a moderate rent was put on it?—Yes. I should mention that the rents on Lord Dartrey's lands are lower than on the majority of estates in the county.

8238. Do you think the system of tenant-right which has worked well in Ulster, would work well in the south of Ireland?—I don't see why it should not. If it is right in Ulster, it should be right in Munster.

8239. Is it good for the landlord here?—It is.

8240. And good for the tenant?—Yes.

8241. And what is good in the north, for both landlord and tenant ought to be good in the south?—I think so.

8242. CHAIRMAN.—Is this the property Lord Dartrey lives on?—Yes; he is living there now.

and proximity to markets, are taken sufficiently into consideration?—I do not.

8261. I suppose tenant-right exists on the property on which you live?—It does, and on the surrounding properties.

8262. Can you describe what the custom of tenant-right is?—The custom of tenant-right is that the man holds undisturbed possession of the farm so long as he pays his rent, and if he wishes to dispose of it, on condition that he does not get into arrears, or if he wishes to emigrate or take another farm, he asks permission of the agent, and is generally allowed to sell. There is usually a restriction with regard to auctions, and I think myself it would be better to sell by proposal than to put up to public auction.

8263. You don't admire auctions?—I do not.

8264. Are there any rules in the office about leases?—At the expiration of leases, which are a very uncommon thing with us, for very few like to take leases, they are allowed tenant-right.

8265. Are tenants ever obliged—on taking leases—to sign away their tenant-right?—I believe there is such a rule on some estates. I am not personally acquainted with the fact, but speaking from hearsay I believe it is so.

8266. Do you know the name of the estate?—I do certainly. I think Mr. Ker knows it too, but refused to name it.

8267. There can be no harm in your mentioning it to us not for publication unless you wish it?—On Lord Rossmore's estate I believe there are such rules. I have always heard it. If every estate in Ireland was managed like the estates over which Mr. Ker and Mr. Wrench have to do, there would be very little reason to complain.

8268. Do you think there are causes of complaint now in some places?—Yes. I believe the £5 limitation to tenant-right is a very unfair thing. That is one of the rules I believe on Lord Rossmore's estate.

8269. On the property you live on I presume the rent is not raised on an incoming tenant?—It is not usually raised on an incoming tenant.

8270. Have you known any cases of that being done?—I have, but it merely referred to townparks. I knew of one case, upon the Clones estate, where a farm lay close to the town, and the tenant was about to sell his interest, and it was taken up.

8271. Did the tenant live in the town?—No, sir, but it was afterwards set to tenants in the town, and considerably raised.

8272. It was turned into townparks?—It was turned into town parks.

8273. Are there many leases existing on the property?—Very few—they are only here and there.

8274. When they expire is the rent generally raised?—I have not heard of a lease expiring except

one, within the last eight or nine years, upon the Clones estate, and in that case the tenant had put up a new house, and slated it, on the promise of a new lease. There was a great deal of talk about it, but at the end the tenant and I talked the matter over, and he said it was not so bad as the public said, for he had been living in the centre of a moory soil, where there was cutaway bog, and he had reclaimed seven or eight acres of it, and at the taking out of the lease they gave him the entire of the land at the same rent, and only charged him £1 per acre for the land he had reclaimed.

8275. Was that the outside value of it?—I don't think it was; but they did not wish to charge him too much, as he had laid out money in reclaiming seven or eight acres of bog.

8276. Was he satisfied?—Well, he thought he should have got it at the old rent; but he said himself it was not so bad—as he got this reclaimed land for £1 per acre that had never been charged to him in the old lease. I know I had on my own farm some cut-out bog—the turbary was given free—and, when it was cut out, I reclaimed it. It was something like 1A. 2R. 30P. statute. After I had it reclaimed there was 15s. a year charged to me, which I did not object to, as he gave me near half an acre of other bog in place of it.

8277. Leases are not asked for as a rule?—No; tenants think they are better off without leases.

8278. You don't approve of any limit being put on the price of tenant-right?—I do not. I don't think it is fair.

8279. You do not think it is any protection to an incoming tenant?—No.

8280. You think that a man ought to be left to make the most he can of what he has?—Certainly; because in the one townland one man's farm may differ widely from another.

8281. Is it not the case that a man coming in to purchase a farm has very often to borrow money in order to pay the tenant-right of it?—It has been the case occasionally; but I could not say that it is very often the case.

8282. In any case, where it is so, don't you think that a tenant getting into debt when commencing the occupation of the farm is not advisable?—Certainly; it is very unadvisable, and a very unprofitable thing in the end.

8283. It prevents him from spending what he ought in the cultivation of the farm?—It does.

8284. Would the landlord, having a veto on the price tend to prevent that?—It possibly might.

8285. What would you think of introducing such a rule—putting a limit on the price—would it be received well?—I don't think it would. I think it would not be fair. Suppose there are two tenants: one man takes care of his farm, improves it as much as he can; the other is a careless tenant, runs the land out, and exhausts it. Suppose the first man wishes to sell his tenant-right—do you think it would be fair that he, after taking the best care of his land, should get no more than £5 per acre; while the other man, who has spoiled his land, is to get the same?—That is the reason why I don't consider it fair to have a fixed sum per acre for tenant-right. It checks improvement; and it is an encouragement to carelessness. But, I think, at the same time, it is very wrong to exceed what is the fair tenant-right value of the land.

8286. Do you admit that the landlord should have a right of selection of the tenant?—Certainly, he should have a right of objecting to an unfit man.

8287. Wherever that right has been exercised, do you think it has been fairly exercised?—I do. I believe it has been fairly exercised. They generally give the preference to a tenant on the estate, and, if a tenant is not willing to buy, they choose the man whom they believe to be the best character.

8288. Do the landlords assist in making improvements?—As far as I know, since 1870 the landlords have ceased giving any assistance for improvements.

I know that to be the case on an estate adjoining the one I live on—Mr. Forster's. The late Mr. Forster used to assist his tenants when building or improving; but, after the passing of the Land Act, the tenants (I have had it from their own lips) never got to the value of a farthing.

8289. Were they dissatisfied?—I think so.

8290. Baron DOWSE.—Do you think they would like the Land Act repealed?—No; I don't think they would. It gives them other advantages in lieu of that.

8291. The O'CONNOR DON.—Are you a land agent as well as a tenant-farmer?—I am not.

8292. Baron DOWSE.—Don't you think tenant-right has improved the condition of Ulster?—I believe it has.

8293. You think security of tenure, a fair rent, not to be turned out as long as you pay your rent, and a power of sale is beneficial?—I do.

8294. You think it has done good in Ulster?—I think it has made Ulster what it is.

8295. Would it be any harm to try it in Munster?—Not a bit. I don't see why it should not be the custom over all Ireland.

8296. You would not make fish of one and flesh of another?—Certainly not.

8297. Mr. SHAW.—Are rents high in your part of the country?—From 28s. to 30s. the Irish acre. I know a small estate immediately adjoining the Clones estate—belonging to Mr. De Burgh—some of it is set at 42s. the acre, and part of it is down to 35s., according to the quality. Every tenant on his estate has a lease.

8298. Do you consider those high rents?—I think not. They are the only improvers in the locality.

8299. Are they able to live with those rents?—They have done so up to this.

8300. If there was a valuation do you think those rents would be reduced?—No. I think the landlords in our part of the country charge fair rents on the whole. I think the tenants have their holdings at a fair average.

8301. Baron DOWSE.—If there was a law obliging the landlord to give the land at a fair rent, you think there would not be much change made in your locality?—No. I don't hear much complaint at all.

8302. Mr. SHAW.—Except having the rent raised when the lease falls in or when there is a change of tenancy?—Where leases falls in it is only an exception to the general rule; and when new tenancies are created, the holdings are generally measured to see what ground has been reclaimed, and they are charged for it generally one or two shillings per acre additional, and the new tenant scarcely ever objects to it.

8303. CHAIRMAN.—Is it only on that particular land the increase is made?—Yes.

8304. Not on the whole farm?—No.

8305. Mr. SHAW.—Who has increased the value of the land?—The tenant.

8306. The landlord gets the increased rent?—Yes. He gets £10,000 a year out of the estate, and we never see his face, except perhaps when there is an election.

8307. He does not reside in the country?—No; he resides in England, and so did his father and grandfather. I believe they scarcely ever had a residence in this country.

8308. Mr. KAVANAGH.—Do you know of any cases of farmers buying their land?—No; unless on Church property.

8309. Do you know any of those cases?—We had some near Clones. The Church lands lay close to the mountain district. Most of the tenants refused to purchase. A gentleman who owns considerable property there, Mr. Dickson, purchased the greater part of it, and one or two of the tenants were able partly to pay for their holding by borrowing money. I know one of them came to Mr. Dickson and asked him to buy it as he was not able to hold it. I know another case where a man of the name of Graham made money in Scotland, and came and purchased half of two townlands, but the tenants did not purchase, and in both cases he raised the rents on them.

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8310. He raised the rents on the tenants?—He did.

8311. Was there tenant-right on the Church property?—I believe not. There is tenant-right in the district; and although they used to have as much turf bog as they wished to cut, he measured it to them, and charged them for it at the rate of £4 an acre.

8312. They could sell the turf I suppose?—Yes.

8313. The O'CONOR DON.—He charged them £4 an acre for it?—Yes; £4 per Irish acre.

8314. Baron DOWSE.—How was it that there was no tenant-right on the Church property in your neighbourhood, was it because it was set too high?—I think it was set too high, and it was a very inferior class of land.

8315. And since it has been purchased from the Commissioners it has been set higher?—Yes.

8316. Mr. KAVANAGH.—I gather from your evidence that those who bought their holdings are not in any better position than those who are still under a landlord?—No. I know one who has sold his already.

8317. The O'CONOR DON.—You only know of two cases?—That is all.

8318. Mr. SHAW.—Did that man live on the holding?—He did.

8319. The O'CONOR DON.—What is the extent of

it?—Twelve or fourteen acres. I don't know what he paid for it; but after having purchased it he was glad to sell it.

8320. Had he to borrow money besides what was lent to him by the Commissioners?—I believe he had.

8321. You intimated during part of Mr. Ker's examination that you dissented from him?—Not exactly, it was only in reference to drainage on Lord Dartrey's property since the Land Act. I have a cousin who took a farm on his estate two or three years ago, and employed men making drains during the winter, and he told me that the agent, Mr. Richardson, came and measured it, and allowed him for the drains, and also for building a cow-house, a stable, and barn.

8322. Is he a tenant from year to year?—No; he has a lease.

8323. Mr. SHAW.—Is that generally done upon the estate?—It is not, it was a special case. It is near Lord Dartrey's gate; in other respects there are no improvements done by landlords in our locality.

8324. Has Sir Thomas B. Lennard ever contributed to make improvements for his tenants?—He never did one penny piece.

8325. In other respects do you agree with the last witness, Mr. Ker?—I do.

Mr. Arthur
Mulholland.

Mr. ARTHUR MULHOLLAND, Pomeroy, county Tyrone, examined.

8326. CHAIRMAN.—Are you a tenant farmer?—I am.

8327. How do you hold your land?—I am a tenant from year to year.

8328. How long have you been a tenant farmer?—Since I was born, I may say. My father was tenant before me.

8329. Did your father hold under lease?—He did.

8330. When did the lease expire?—There were several leases, but they all expired.

8331. Since the expiration of the leases you have held the farm from year to year?—I have.

8332. Have you any complaint with reference to your present tenancy?—The rent has been tremendously increased since the dropping of the lease.

8333. Baron DOWSE.—Who is your landlord?—Mr. Robert William Lowry of Pomeroy.

8334. CHAIRMAN.—Do you hold under a written agreement?—I do. I can show you the form of agreement I was asked to sign. [Witness produces the form.]

8335. You had better read it? [Witness read as follows]:—

"This made on day of between Robert William Lowry and whereby the said Robert William Lowry lets and the said takes the Farm No. containing A. N. R. in the townland of upon the terms following:—Tenant to hold from year to year, to commence on the 1st day of November, A.D. 187 , at the yearly rent of £ payable by two equal gales, on the 1st day of May and 1st day of November in each year, without any deductions whatsoever. Tenant to keep the premises in repair, and not to assign, sublet, or con-acre any portion of the premises without the written consent of the said Robert William Lowry; and also the yearly rent of £ for every building erected, or any alteration or expenditure made without the written consent of the said Robert William Lowry, and such further rents to be paid half-yearly on the days aforesaid. And the said for himself, his executors, administrators, and assigns, agrees with the said Robert William Lowry, his heirs and assigns, that he and his executors, administrators, and assigns, will pay all county cess, charges, and assessments, and the tenant's proportion of poor rate, which now are, or hereafter may be charged upon the premises. And the said Robert William Lowry reserves to himself, his heirs, and assigns, all mines, minerals, quarries, the exclusive right of all turbaries, bog, and timber, and a right to enter and search for and cut the same, by himself, his servants, and assigns; and the exclusive right to all game, fish, and rabbits, and right for himself, his servants, and assigns, to enter on the said premises to hunt, fish, and fowl, and the

tenant undertakes that he shall not do so, and that the tenant shall preserve the same, and prosecute any person trespassing in pursuit thereof. Tenant to grind all his oats, whether grown on the premises or purchased, at the Manor mills. And to give three days work of a horse and cart, and three days work of a man in each year. And the tenant admits that he has not given any money, or moneys worth, with the express or implied consent of the landlord, on account of his coming into this holding. For breach of any of the above conditions, or in the event of the bankruptcy or insolvency of the tenant, the said Robert William Lowry to re-enter, and this tenancy to determine.

8336. Did you sign one of those forms?—I did not. I signed another agreement, a modified one, I objected to that agreement.

8337. What were the points in it that you objected to?—The last clause I think was the most objectionable, for it was not true.

8338. That is the clause "The tenant admits that he has not given any money or moneys worth with the express or implied consent of the landlord on account of his coming into this holding"?—Yes, that was not true, for he knew I had given money, and I brought that agreement before Sir Francis Brady.

8339. The chairman of the county?—Yes.

8340. What was the result?—I believe it killed that document, for Mr. Lowry never presented one of them to any of his tenants since.

8341. You say the rent of your holding is high?—Yes. The Government valuation of one piece of it is £2 5s, and the rent is £4, the valuation of another portion is £2 5s, and the rent £4 10s. I took the other portions at the rent I am paying, so that I can raise no objection.

8342. Do you consider the Government valuation a fair criterion of rent in this country?—I do not. I don't think it is a proper valuation—some land is valued too low, and some too high.

8343. Was the land valued by any one for the landlord before you got it?—No. The system on the Pomeroy estate is that the rent is put on by the agent. He puts it on, sitting in the parlour, and without seeing the land at all. The first question is "You are going to take the land, what rent do you offer"? And whatever you offer—even if you offered £1 for land that was not worth more than 10s., he would insist on something more.

8344. I suppose there is no tenant-right on the property?—There is.

8345. On the dropping of the lease, is tenant-right

admitted?—No. There is no tenant-right on the expiration of a lease. They admit a kind of tenant-right, they let you sell, satisfying them in the tenant, and on condition that the tenant will pay the rent they put on.

8346. Baron Dowse.—The rent is raised?—Always. If the farm changed hands every five years, there would still be a little addition made to the rent every time. I know land on the estate that has not been increased these sixty years, but whenever it changes hands it is increased.

8347. Mr. SHAW.—No matter how often it changes hands it is increased every time?—Yes.

8348. CHAIRMAN.—Is there anything else that you desire to mention?—No. I do not think I have anything more to say.

8349. Are the tenants generally pretty well off on the property?—No. The tenants are going down, not only on the Pomeroy property, but on Sir John Stewart's estate also, and on the late Master Litton's estate. They are all going down.

8350. Who has Master Litton's estate now?—Mr. Sheils has part, and Mr. Robert King has part. The tenants greatly regret the loss of Master Litton.

8351. They are not so comfortable now?—No, indeed.

8352. Is that owing to the bad seasons?—Partly owing to that; but we may add the increase of rent. The rents have been increased. They are always creeping up.

8353. The O'CONOR DON.—You said you laid this form of agreement before Sir Francis Brady. How did the case come before him—were you served with an ejectment?—I bought the tenant-right of four acres of land at £35, and this paper was laid before me to sign. I objected to sign it, and then I was brought before Sir F. Brady.

8354. Was that by an ejectment?—No, sir.

8355. I don't understand in what way the matter came into court, you purchased the tenant-right of this land?—Yes.

8356. Did you go into possession of it?—I did. The former tenant was processed for the rent, and I went into court, for, having paid the money to this tenant, I thought I should be made the tenant. I went into court, but Sir Francis Brady ruled that I could not go into a tenancy behind the landlord's back.

8357. And then you said he altered this agreement?—No, I did not say that. I said this document came up in court, and Mr. Lowry never presented it for signature to any of his tenants since. Whether Sir Francis advised him privately to abandon it, I cannot tell.

8358. Did he allow you to become tenant without signing that or any other document?—He did not, but in the course of a few years I paid the rent in the name of the former tenant, and by-and-by Mr. Lowry took me as tenant.

8359. Without signing any agreement?—No. I signed another paper, a modified one. I objected to that one. I thought it would make me a gamekeeper, and that I would have to prosecute people if I saw them trespassing. I also thought it very hard that if I grew oats, or purchased any, that I should be forced to take it to the Manor Mills to be ground; and the last sentence in it was an absurd falsehood, for Mr. Lowry knew well that I had paid money and knew the amount of it.

8360. Was the object of that clause to defeat your tenant-right?—Yes, that is my opinion.

8361. Baron Dowse.—There is a clause in the Land Act which renders a landlord liable, if it is proved that the tenant gave money, or money's worth, with his knowledge and consent, on coming into the holding?—Yes; it was to defeat that.

8362. And for that purpose you were to put your hand to a lie?—Yes.

8363. When was this?—It was in 1874—about the time of the election. I took an active part in favour of Mr. Macartney, and there was a good deal of talk about it.

Sept. 24, 1880.

Mr. Arthur Mulholland.

Mr. WILLIAM GAULT, Ballyclare; Mr. JOSEPH LAIRD, Ballyclare; and Mr. HUGH WILSON, Larne, Drumahoe, Deputation from Ballyclare Tenants' Association, examined.

8364. CHAIRMAN.—You are Chairman of the Ballyclare Tenants' Association?—Mr. Gault.—I am.

8365. You attend as a deputation from them?—As part of the deputation.

8366. You are a tenant farmer?—Yes.

8367. Under whom do you hold?—I hold under three landlords; Mr. James Owens, Mr. Torrens, and Mrs. Simpson.

8368. How many acres altogether do you hold?—I have about 120, Irish.

8369. Do they lie near together?—No; what I hold under Mr. Owens is at a considerable distance from the other.

8370. On which of your holdings do you reside?—On what I hold under Mr. Torrens.

8371. Is that property on which tenant-right exists?—It has been always acknowledged.

8372. Are there any restrictions on the general custom of tenant-right?—No. There is no restriction whatever on sale; you have liberty to sell to the highest and best bidder.

8373. Is there anything you wish to bring under our notice?—There is one thing I want to state as to the usages or customs on the estate. Our people have been in possession of the farm that I reside on for upwards of a hundred years, I am sure. At the expiration of every twenty-one years' lease, which was the lease given in those times, the rent was raised. About twenty years ago the property changed owners and came into the hands of Mr. Getty, who was Mayor of Belfast at one time. He sent a valuator and raised the rents from 5s. to 10s. an acre all over

the estate, and not only so, but charged us three years' rent for a forty-one years' lease. We had either to pay that or leave, the tenants having made all the improvements from the time they got the farm one hundred years ago.

8374. Mr. SHAW.—You were charged three years' rent for the lease?—Yes.

8375. As a fine, I suppose?—Yes. I may add that when the valuator was sent down to value the property my father went out to him and pointed out the improvements he had made, and also the improvements our neighbours had made. He said he had nothing to do with that, that he must value the land as he found it.

8376. CHAIRMAN.—This was done by a former owner of the estate?—Yes.

8377. Not by any one of your present landlords?—No, it was done by Mr. Getty. Mr. Torrens is now the owner of the property.

8378. And that forty-one years' lease is now running?—Yes.

8379. The estate was bought by Mr. Torrens, subject to that as an existing lease?—Yes.

8380. You could hardly expect him to make a change in the rent?—No; the only change Mr. Torrens made was that there used formerly to be a hanging gale and he made us pay it.

8381. That, if you can manage to do it, is not altogether a bad thing for a tenant?—Well, no—and nearly all of us are clear, I am happy to say. The only reason I bring it before you is this: that if the word "customs," which is the word in the Act of

Mr. William Gault, Mr. Joseph Laird, and Mr. Hugh Wilson.

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Mr. William Gault, Mr. Joseph Laird, and Mr. Hugh Wilson.

1870, is retained in the new Act of Parliament. I am afraid it will affect me injuriously—for I have expended a great deal of money, and if that word “customs” or “usages,” is still in the Act, I will be compelled when my lease expires, to do the same thing over again.

8382. You mean, to pay three years’ rent?—Yes, for that was the usage we were compelled to submit to, and if we are obliged to do it again, it would be a serious thing to me to have to pay three years’ rent by way of fine.

8383. What do you propose should be done?—Put that word out of the Act altogether.

8384. Baron Dowse.—I may tell you as a lawyer, that in my opinion your apprehension is unfounded—the fact of your having paid a fine, twenty years ago, does not make it a usage?—I thought it made it a usage on that estate.

8385. Not at all—the words in the Act are, “the usages prevalent in the province of Ulster, which are known as, and in this Act intended to be included under the denomination of, the Ulster tenant-right custom.” How could the fact of your having paid a fine twenty years ago, become part of the Ulster custom?—I am very glad to hear that.

8386. Mr. SHAW.—At the same time they might when your lease expires, make you pay five years’ rent, as a fine for a new lease—there is nothing to prevent that?—Nothing. I have expended £1,000 and more on reclamation, and it would be a serious thing to me to have to pay a fine on renewal of my lease—a very serious matter.

8387. CHAIRMAN.—What have you to say for yourself and the Association on the subject of the land question?—I don’t think I have much more to say.

8388. Baron Dowse.—Have rents been increased in your district?—They have.

8389. On tenants from year to year?—Yes.

8390. Where tenant-right prevails?—Yes.

8391. The effect of that is to injure tenant-right?—No doubt.

8392. Mr. SHAW.—Tenants are alarmed about it?—They are.

8393. There is a feeling of uneasiness and dissatisfaction in consequence?—Yes. There have been no improvements done since 1870; tenants will not improve, for they apprehend the landlord may raise the rent as soon as the improvement is made.

8394. CHAIRMAN.—And they want to know first how they will stand as to rent?—Yes.

8395. Do you think it would be well to appoint a tribunal to determine rents?—Yes. I think it ought to be left to arbitration.

8396. Baron Dowse.—Do you think the people would be satisfied if the law were that they should

hold their land at a fair rent, to be settled by arbitration, not to be turned out as long as they paid the rent, with a power of free sale?—Yes, I think so. I think that would satisfy tenants. I think that ought to satisfy fair and reasonable men; but unfortunately as the law now stands, unless where a man has a lease, his landlord can demand an increase of rent, and if he does not pay, he must go.

8397. And they don’t want to go?—They do not. They submit rather than have to leave.

8398. They pay more than what they consider the fair rent, rather than be disturbed?—Yes.

8399. Mr. SHAW.—No matter what compensation you might get by a land claim you would necessarily leave a great deal behind you?—Yes. Another thing, suppose I get a compensation in the shape of money for disturbance, where would I go, or what would I do with it? I may be allowed to make this further statement: all the improvements that are done in our county are done by the tenants; even any improvements carried out by the landlord are done at the expense of the tenant. For instance, there is the estate of Lord Templetown. He borrowed money from the Board of Works, and improved his estate, but he got the property revalued, and every man has to pay an increased rent, and those that would not pay got a notice to quit. Another thing I wish to mention is the conduct of Mr. Clarke, the Chairman of our Board at Antrim. Before the Act of 1870 was passed, he served ejectments on all his tenants, turned them out, and put them in as caretakers.

8400. CHAIRMAN.—Are they in possession now?—They are in possession as caretakers.

8401. Paying rent?—Yes. He turned them out while the Act was pending, and put them in as caretakers. He put out their fires, and turned every man, woman, and child out of their houses, and then put them in again as caretakers.

8402. And they have remained in occupation ever since?—Yes, but as caretakers.

8403. Have any of them been turned out?—Not one.

8404. Have any of them sold their holdings since?—Not one; those people and their predecessors had done all the improvements, they had built the houses, erected the fences, and reclaimed the land.

8405. He did this before the Land Act?—Yes, before the Act was passed.

8406. Mr. SHAW.—You have gone on improving without any help from your landlords?—Not a shilling.

8407. You have been cultivating and improving the land year by year?—Yes; but I would be very sorry to lay out any money on it at present, until I get some security. The want of security has put an end to improvement.

Mr. JOSEPH LAIRD, of Ballyclare, examined.

8408. CHAIRMAN.—You are a tenant-farmer?—I am.

8409. How many acres do you hold?—Fifty acres statute measure.

8410. Under whom do you hold?—I hold twenty-two acres under the Marquess of Donegall, in fee-farm, twenty-two from year to year under Mr. Cornwall, of Carrickfergus, and seven by lease under Mr. Ferguson.

8411. Is there anything that you are not satisfied with as regards your position?—I believe we ought to have free right of sale in the first place. I know a case where a tenant lost a great deal of money in consequence of it being restricted to tenants on the property. In my opinion, if improvements have been made by the tenant, whatever they will fetch in the market, the tenant should get the benefit of it. I may refer to Holden’s case—a tenant on the estate of Mr. Dobbs. A solvent person offered him £800 for the interest in his farm, but the landlord would not let him take it. He was dispossessed, and brought his claim in the Land Court, but the Chairman dismissed it. It came before the Judge on appeal, and

the Judge awarded him £450. The landlord gave the farm to another tenant, but he could have given it to Hunter for £800, and have made £350 by it. As long as some landlords make a profit by putting tenants out they certainly will do it.

8412. Baron Dowse.—You say that in that case the tenant would have got £800 for the farm?—Yes; he was offered that sum by a solvent man.

8413. The landlord would not allow him to sell it to that person?—No.

8414. The case came into the Land Court?—Yes.

8415. And the Judge awarded £450 compensation?—Exactly; the landlord paid that and selected a tenant himself for the farm.

8416. And got £800 from that tenant?—I do not know. He could have got £800 from Hunter.

8417. Has it always been the practice on that estate that Mr. Dobbs should have the selection of the purchaser?—I think that has been the practice since the Land Act came into force. I never knew it before. They are all adopting that system now of selecting

tenants, and it restricts the value of tenant-right very considerably

8418. Is that rule the only part of the system that you complain of?—No; another great hardship is the question of rent. That is the great difficulty.

8419. Raising rents?—Yes.

8420. Is there any fixed rule as to the times when rent may be raised?—No fixed rule. Whenever you sell a farm the rent is raised, even if it had been raised two years before.

8421. There is an increase of rent upon every change of tenancy?—Yes; and in fixing the rent they never examine the subsoil or anything else; they just say it is worth so much, and the tenant must submit. I believe the landlord should get the fair value of the farm, deducting the improvements the tenants have made. During the last seven years, upon the twenty-two acres I hold from year to year, I have expended about £500. That farm would let at a higher rent now than I am paying for it, but that is because of

my improvements, and if my rent was increased it would be a rent upon my improvements.

8422. Baron DOWSE.—The improvements are your property and not the landlord's?—Yes, and the tenants will never be satisfied until that is the law. As far as I know the landlords never lay out a furthing on improvements. There is one small portion of land I hold near Ballyclare; there was a good landlord in possession of it six years ago, but he sold it, and a Mr. Lawson bought. I had a lease, fortunately for me, but some of the other tenants were treated very badly.

8423. Were the rents raised?—Yes. (The witness produced a number of receipts in proof of his statement.)

8424. You object to the rules by which landlords restrict the tenant-right?—I do. Likewise, the predecessor of Mr. Lawson paid all the taxes, but Mr. Lawson has compelled the tenants to pay all the taxes, save one quarter of the poor rates.

8425. One quarter of the poor rates?—Yes, that is all he pays.

Sept. 24, 1880.

Mr. William Gault, Mr. Joseph Laird, and Mr. Hugh Wilson.

Mr. HUGH WILSON, Drumahoe, Larne, examined.

8426. CHAIRMAN.—You are a tenant farmer?—I am.

8427. What is the case you wish to mention?—

It is a great grievance the way land is raised on a change of tenancy. If I was going to sell my farm they would put on 5s. or 10s. an acre additional rent.

8428. Did that happen to you?—It happened to a neighbour of mine. In my own case they brought a valuator over the estate two years ago—a Mr. Waters of Belfast—but it is a mere sham bringing a valuator, for they will not stand to what the valuator makes it. They put £5 more on me than Mr. Waters put on; he told me so himself.

8429. Who is your landlord?—Squire Agnew.

8430. Where does he live?—In France.

8431. Who is his agent?—Mr. McNeill of Larne.

I object to office rules and the arbitrary rents they put on. I would have been content if even they stood to what their own valuator said—though I had nothing to say to him at all.

8432. Do you concur in the evidence given by Mr. Laird and Mr. Gault?—I do.

8433. You referred to the case of a neighbour of yours—what was his rent raised to?—It was raised to double. In 1867 his rent was £65 2s.

8434. Had he a lease?—No.

8435. A tenant from year to year?—Yes; in 1875 it was raised to £90 10s. Then when the man died, his widow proposed to sell, and £20 more was put on, making the rent £110.

8436. Did she sell it?—She did.

8437. How much did she get?—£600.

8438. For how many acres?—Forty-four acres—that was about £14 per acre.

8439. She would have got a larger sum if the rent had not been raised?—Certainly. The increase of rent took at least £500 out of her pocket.

8440. What is the rent now?—£110.

8441. Is that, in your opinion, too much?—I think it is. The Government valuation is only £60. In fact the farm would be dear at £2 per acre.

8442. What sort of land is it?—It is a wet level-

lying farm, and there is no fall for drainage—you cannot drain it.

8443. Where is it situated?—Within a mile of Larne.

8444. Was this on the estate of Mr. Agnew?—No; this was part of the estate of Mr. Barclay of Larne—he has bleach-works there.

8445. Was it he raised the rent?—It was. He said as much as that he had done away with that tenant-right.

8446. The effect of raising the rent is to reduce the tenant-right?—Decidedly.

8447. The way to prevent that is to secure that the rent shall be a fair rent?—Yes; and fixity of tenure.

8448. Fixity of tenure, fair rent, and free sale?—Yes.

8449. Do you think that would satisfy everybody?—I think it would.

8450. And nothing less would satisfy them?—I think not. I think that is what the tenants ought to have. A man is not going to lay out his capital on a farm, and then have the agent come and put 10s. an acre additional rent on it.

8451. According to your experience is it a usual thing to raise the rent on a change of tenancy?—It is always done. On Lord Antrim's estate there never is a change of tenancy, but there is five or ten shillings an acre put on.

8452. Is that near Glenarm?—Yes.

8453. I suppose one of the objects of the Association is to stop that?—Yes; if we can. We are willing to pay a fair rent—a rent we can live by; but, with the way landlords are increasing rents now, it is impossible that a farmer could live.

8454. If you had the land at a fair rent you could live?—Yes; but with the American competition and the rents we have to pay, and taxes of every kind, the farmer will have to live very sparingly or he won't be able to get on.

The inquiry was adjourned till the following morning.

Sept. 25, 1880.

THIRTEENTH DAY—SATURDAY, 25TH SEPTEMBER, 1880.

The Inquiry was resumed at eleven o'clock.

Present:—The Right Hon. the EARL of BESSBOROUGH, Chairman; Right Hon. BARON DOWSE, The O'CONOR DON, ARTHUR MACMORROUGH KAVANAGH, Esq., D.L., and WILLIAM SHAW, Esq., M.P.

Mr. William
M'Murtry.

Mr. WILLIAM M'MURTRY, Eglinton-place, Belfast, examined.

8455. CHAIRMAN.—What profession or business are you?—I had a farm at one time, and am a mechanic by trade.

8456. You were a farmer?—I was, for forty years or more.

8457. Have you given up farming?—Yes; I am now living with my son, Dr. M'Murtry, in Belfast.

8458. What led to your giving up your farm?—My family all having gone away, and my being left alone, was one reason; but if I might mention matters that took place before 1870, I could give other reasons.

8459. Where was the farm?—It was at Ballynure. I held it under Mr. Conway R. Dobbs, of Castle Dobbs, near Carrickfergus. I got my farm as part of a marriage portion with my wife. While my father-in-law lived I paid the rent to him. My name was not in the rent book. When the lease fell I was noticed to give up possession. I did so. The agent reserved seven acres from the fifteen acres I had held, and allowed me to hold nine acres, the remainder. He charged me £16 10s. for 2½ acres of it, being £12 over the original rent.

8460. Was this land near Belfast?—It was twelve statute miles from Belfast. Afterwards I said I would sell the remainder, and the agent told me I was quite at liberty to do so, that all I had to do was to please Mr. Dobbs in the tenant. I asked Mr. Stewart would he give me a letter to that effect.

8461. Mr. Stewart was the agent?—Yes; he said "No, you have Mr. Dobbs' word, and you have my word, and that is enough." That was all very well; but in the course of a few days I got word that a neighbour was to get the place if I sold it. That neighbour, knowing he was to get the place, would only give me £100, while another purchaser was willing to give me £200. I then said I would hold on. I expected to have got a notice to quit. However, 1870 came round and that quieted things down a little. Afterwards 1876 came. My family had left the place, and I was alone, and I came to Belfast to live with my son. I sold the farm to a neighbour for £270, but by the rise of rent to the man I sold it to I lost £20 out of the £270.

8462. You had to return £20 out of the purchase-money?—Yes; in consequence of the rise of rent after the sale.

8463. What was the rise?—Five shillings an acre, I think.

8464. Do you consider that was contrary to the practice of the estate?—It is only a late rule to raise rents on a sale; for I have been on the estate since 1819, and know all the usages. I have been under four different agents—Mr. Park, Mr. Forsyth, Mr. Burleigh, and Mr. Stewart.

8465. The usage, you say, up to that time, had not been to raise rent on a change of tenancy?—Certainly not. I have been at sales forty years ago—public and advertised sales—and there never was a word about the landlord interfering with the rent because of a change of tenancy.

8466. Is it the introduction of a restriction on tenant-right that you complain of?—Yes; I complain of the introduction of a new practice which restricts tenant-right.

8467. Is there any other grievance?—Yes; the roads and waters being measured in with the land; also the restriction on cutting trees—trees that I planted myself, and being hauled up for dressing them or cutting them down.

8468. Mr. KAVANAGH.—Did you register the trees?—No, sir; I did not.

8469. CHAIRMAN.—I suppose there was no written agreement under which you held?—None, sir.

8470. You were holding on on the terms of the former lease?—Yes.

8471. Was there a reservation of timber in that lease?—I could not say. My father-in-law had the lease. However, in reference to that, I had two brothers-in-law living under the same lease, and they were not annoyed in any way, while I was.

8472. You mean they were not treated in the same way that you were, as to giving up possession, or part of their land being taken from them?—No, sir.

8473. Why was portion of your holding taken from you?—It is near the village and it was taken for townparks.

8474. For townparks I suppose it would let at a much higher rate?—Of course it would, double.

8475. Has there been much rising of rent on that estate?—It is rising. I know one man whose rent was raised twice, and was tried to be raised a third time in the inside of twenty years.

8476. Why was the rent raised?—It was raised on the improvements.

8477. Do you mean upon his own improvements?—Certainly, on his own improvements, I never heard of Mr. Dobbs laying out a shilling on the estate.

8478. Has there been any increase of rent made on any of the tenants during the past year?—Yes, there were ten, if not twelve, who were raised from four to seven shillings an acre for the last two gales—when other landlords were reducing their rents from fifteen to twenty-five per cent.

8479. Had some of those been improving tenants?—Yes, very.

8480. What had they done?—One of them, Robert M'Nair, held a piece of ground which had formerly been a turf bog; he improved it, drew soil upon it, and made a meadow of ground that had not produced a blade of grass before. His rent was raised, and when he remonstrated and said the increase was extravagant or exorbitant, I am told Mr. Stewart replied—that he should not have improved the place. I did not hear that conversation, but I am told that was what was said and I believe it to be true.

8481. You complained that the roads are measured in the holdings?—Yes.

8482. Has that always been the case on the estate?—As far as I know it has been.

8483. Then that is not a new rule?—No, not that I am aware of.

8484. How many tenants are there on the estate altogether?—Between 120 and 130—there are not 130 I am sure.

8485. As a general rule are they large or small holdings?—They would not average twenty acres—they might average fifteen acres.

8486. Are any of them let on leases?—I believe there are at present four leases on the estate, the lives in them I am told are very old, I know one of them is over eighty years of age.

8487. Do you know the acreage of the estate?—I would say it is about 2,000 Irish acres.

8488. Do you know the average rent per acre?—About thirty shillings. The rent of some of the holdings is £2 per acre. I think none of it is set below £1 except the four leaseholds.

8489. Has there been a large rise in the rental of the estate since you first knew it?—Very large. It is doubled, I believe, since I first knew it. I can show

you from history that it was about £300 a year, 150 years ago—now I believe it is pretty near £4,000, if not altogether.

8490. Is it near a market?—There is no market town on the estate; there is a fair twice in the year in the village of Ballynure.

8491. Is it the proximity of Belfast that has increased the value of the property?—That has helped it, I believe.

8492. How near is it to Belfast?—Twelve and three quarter miles statute.

8493. What sort were the houses when you first knew the property, were they thatched generally?—I believe there is not one thatched house on the estate now for ten that were upon it forty years ago, there is not one thatched house, except some low cabins.

8494. Are the houses on the property good now?—Pretty good in general.

8495. Are they in good order?—They are—the property is improved very much since 1847.

8496. Were they built by the tenants?—Yes, every stone of them.

8497. Without any assistance from the landlord?—Without any assistance. There were a few tenants that through the means of the Church minister, the Rev. Mr. Falloon, who seemed to have some influence with Mr. Dobbs, went to church for a while and got some slates and timber for their houses—I know three or four that did that, but when they got that done they left the church again.

8498. Mr. SHAW.—They were Presbyterians I suppose?—Yes.

8499. CHAIRMAN.—You said in one part of your evidence that you were only speaking from what you had heard, are we to understand that in the rest of your testimony you are speaking from your own knowledge?—Yes, sir. The part of my evidence that I only heard was as to what passed between the agent and Robert M'Nair. I wish to mention I had four small houses in the village, that I gave £60 for; the lease fell in, and he would not even give me the chance of refusing them at an increased rent—he would not give them to me at all. I bought another house at £70, which had a five or six years' lease to run at £5 a year rent, and when the lease fell in he raised my rent to ten guineas, a house that did not cost Mr. Dobbs one penny piece.

8500. Was that a house in the village?—Yes.

8501. Not with land?—No. A number of houses in the village are held by farmers, who pay a high rent for their land, £2 an acre.

8502. You had a lease of this house?—I had.

8503. Baron DOWSE.—It was a house in the village of Ballynure, with no land attached to it?—No land.

8504. That is not part of the matter of our inquiry, it was essentially a town holding?—I am sorry for it. It is a village of about 300 population. I wrought there as a general mechanic for forty years, and by it I raised my family, not by my farm.

8505. The O'CONOR DON.—You complain that your rent was raised on the occasion of the sale of your holding?—Yes.

8506. How long before had the rent remained without any alteration?—As far as I was concerned it was under no alteration from the time he took the seven acres from me up to the time I sold it.

8507. Was there a rise put on it when the lease dropped?—No, sir, because the part left me was not as well worth 30 shillings an acre, which was the rent put on it, as the part he took from me was worth £2 an acre, for the part he left me was partly bog, and the portion he took from me was the best part of the land.

8508. And did they put on the part they left you the same rent as had previously been on the whole?—No, sir, it was less.

8509. When had the lease been made—was it an old lease?—I could not exactly say. I know that my father-in-law was living on it before I joined the family in 1827.

8510. Then the lease was at all events older than 1827?—Yes. The part the agent took from me was the best, because it was more convenient to the village and better land.

8511. He left you the land that was not so convenient to the village, and therefore not of so much value?—Yes.

8512. You were left that portion at a lower rent?—Yes. What I want to convey to the gentlemen present, is that every one of my brothers-in-law were situated in the same way, but were not minded. I might give the reason why I was treated differently from them—it was because I refused to be driven into the polling booth like a sheep. I voted as I chose. I was told by the bailiff “you should not have voted against Mr. Dobbs.”

Mr. JOHN WALLACE, Alta Hammond, near Carrickfergus, examined.

8513. CHAIRMAN.—Are you a tenant farmer?—I am.

8514. Who is your landlord?—Mr. Raphael.

8515. How much land do you hold?—116 acres statute.

8516. Do you hold land under anybody else besides Mr. Raphael?—No, sir.

8517. Are there any special rules on the estate which in any way restrict the Ulster tenant-right?—Permit me to explain: this estate formerly belonged to the late Mr. Ker, M.P. for Downpatrick. There were no special restrictions under his management.

8518. Baron DOWSE.—Tenant-right prevailed on the estate during his time without restriction?—Yes.

8519. CHAIRMAN.—When was it sold?—It was sold in the year previous to the passing of the Land Act.

8520. Who became the purchaser?—The estate was sold in six different portions.

8521. And bought by six different people?—Bought by six different people. It was sold in townlands.

8522. And Mr. Raphael purchased one part?—He purchased two townlands.

8523. On this part that you hold, has there been any change as to the tenant-right?—No, sir, there have not been any sales or anything of that kind since. But on some other of the divisions there have. We were served with a notice to quit when he purchased the estate, and an increase of rent took

place on all the divisions except one. I may mention there were no less than three Churches represented—Church of England, Roman Catholic, and Presbyterian—among the purchasers of the property; and they all raised the rent, except the Roman Catholic; he allowed the tenants to hold for ten years without raising the rent. The others all raised the rents very much, and this last year that gentleman—Mr. Murphy of Lurgan, has granted his tenants, without fine, leases in perpetuity at rents fully as low as those at which they held previously from year to year.

8524. Did he raise the rents when he gave the leases generally speaking?—He did.

8525. How much?—I could not say, but I know of one case in which, according to Griffith's valuation, it would be about equal mine, and his rent now is just the same as mine, that is £2 per acre.

8526. You do not know how much the man paid before?—I could not tell.

8527. Baron DOWSE.—I suppose he was glad to get the perpetuity?—Of course. I think previously he was paying 34s. an acre, and that the rise in consequence of the lease brought it up to 40s. Mr. Bigger's father purchased a portion, and he and Mr. Raphael made the greatest rise in the rents.

8528. Mr. Bigger's father?—Yes, he is now dead.

8529. Did they raise the rents, when they bought, on the tenants then in occupation?—Mr. Bigger did

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not raise them for some little time, but I think he raised them for this reason that he told me himself he would not settle what the rent would be till it was known what the issue of the land question would be. Then afterwards he fixed the rent when he knew the new law. The first thing he did was: there was a widow who said it was impossible that she could pay the rent he had put on. He gave her notice of ejectment. That was one of the first cases tried in this country.

8530. Mr. SHAW.—What was the result of it?—She obtained £400 on a farm of forty acres.

8531. And she was put out?—She was.

8532. The O'CONOR DON.—What did he do with the land?—He got a person to take it at the £400, and raised the rent; and it is now £2 10s. an acre, I think.

8533. Is that the English acre?—No, the Irish acre. I was a witness on that trial—I and another neighbour. We were asked what we thought the land was worth at a fair rent, and we both agreed that it was worth £2 an acre.

8534. Has the rent been raised twice since he purchased?—I think it has, but I am not sure about that. I am informed, on good authority, that the present rent is £2 10s. per acre.

8535. Who has Mr. Bigger's property now?—He has left that portion to two daughters, and Mr. Joseph Bigger, the member for Cavan, is the agent.

8536. Does he not do something to get the rent lowered?—Well, he was very generous this season, and gave them a reduction of twenty per cent. on the half year, and I understand he is going to give them ten per cent. on the present half year, which is to be paid next week.

8537. They would rather have the rents lowered I suppose?—Yes, sir. That person I referred to as having been put out has been succeeded now by another widow. The husband of the successor died, and left a widow and family—rather in difficulties too. Another farmer, on the same estate—a young man—died this season, and has left a widow and family. She got permission from Mr. Bigger—and I must say, according to the rules of Mr. Ker's estate, he did not comply with them, for he restricted this person. She wished to sell the farm, being a widow, and unable to manage it, and got his permission to sell it by private sale, but he restricted her to £10 per acre—anything more that she got (I had it from good authority) was to go to the owners. However, when the time of sale came, no person came forward, they thought it far too dear, and that no solvent tenant could pay the rent.

8538. Was that this year?—This year.

8539. And this was done by Mr. Joseph Bigger, M.P.?—Yes. The widow is left destitute, for the tenant-right is worth nothing with the increase of rent.

8540. She cannot work it herself?—No, it would be impossible for her. I think it would be impossible for anyone to work a profit out of it at the rent that has been put on it.

8541. The rent is too high?—It is. It has been raised on a farm of forty-one acres, Irish, upwards of £20. As far as I can calculate there has been an increase in the rental of that estate, comprising about 4,000 acres, of nearly £1,000 a year.

8542. That is on the whole estate?—On the whole estate.

8543. What per-centage of rise would you say was on it?—I would say about twenty per cent. I was raised twenty per cent myself.

8544. Mr. SHAW.—Within ten years?—Yes. When the late Mr. Ker came into possession of the estate he had a revaluation, and what we thought were very sharp rents were put on, but these were in addition to them. I think it a very great rise twenty guineas a year. I have been raised, and am paying it these ten years.

8545. What was your previous rent?—£118 15s.

My present rent is £140 2s. 9d. It is not very easy for people to stand such rents as that, and then what security have we that they won't be raised still higher to-morrow.

8546. You feel the twenty guineas a pressure, and you think the landlord ought not to have the power of raising the rent any higher?—I do.

8547. It is charging you a rent on your own improvements?—Yes. There was something special in the case of my farm. It had been held previously by a gentleman who lived at a distance, and some of the persons he had in the management of the farm set fire to the place and the whole concern was burned, and some of his own horses and other property were destroyed. It stood there ten or twelve years with these blackened walls, till there was a prospect of a new road being made, and the agent told the tenant that he must either put the place in tenantable order or sell it, for that it was a shame to see it in that condition with a new road passing through it. The tenant preferred to sell, and as it was an extension of the farm I then held I bought it and made the improvements.

8548. You set the house to rights?—Yes. I pulled down the old house and built a new one, and here is the consequence of it. And the increase of rent is not the only evil, because the law steps in and increases our taxation, both for poor rates and county cess, if we improve. My valuation has been increased so much that I pay nearly double the county cess now that I did when I came in.

8549. What was your rent when you got it first?—35s. an acre. Now I pay nearly double Griffith's valuation, which I think is a fair standard.

8550. And your rates are nearly double what they were when you commenced?—Yes. The difference is from £70 to £125 for poor rates and county cess.

8551. You don't mean to say you paid that much?—No; but that was Griffith's valuation. I wish to say I think it is unjust to restrict a tenant to a certain sum in selling his tenant-right, if he could get more. I saw a case worthy of notice, where a farm under Lord Bangor was advertised for sale a fortnight ago. It was advertised in the newspapers, and the advertisement was to the effect that the buyer was not to give more than £5 per acre.

8552. Mr. KAVANAGH.—On whose estate was that?—Lord Bangor's. I know the farm very well.

8553. Mr. SHAW.—You think there should be no restriction?—I do. Why should there be any restriction? Why should not the purchaser give the outgoing tenant what the tenant-right was worth? I see no difference between restricting the price of that and the price of a cow.

8554. Baron DOWSE.—The people in your part of the world make the improvements themselves?—Almost all. On Mr. Ker's estate, in the year of the famine, he, unlike other landlords, refused to make any abatement in his rent, and I believe there was a special reason for it; but he said that he would give assistance in draining and fencing, and so he did. He gave 4d. a perch, and a good many of the tenants took advantage of that. The Marquis of Downshire said that he abated £15,000 of his rents that year.

8555. CHAIRMAN.—Are there any small tenants on this property?—There are, a good many. Their rents have been raised very much indeed.

8556. On change of tenancy?—No, sir; on the change of landlords.

8557. Baron DOWSE.—When a new landlord comes in he charges a little extra rent?—Yes. I do not see what claim he had upon us. I am quite sure that I expended £1,000 on my farm in buildings and other improvements of a permanent character in twenty years, and I can't see what claim the new landlord had to them. For instance, it was known that Mr. Ker was becoming embarrassed, and there was an effort made to see if the tenants upon his estate, and his friends, could between them raise as much money as would be sufficient to stave off his most pressing claims at a particular

time. This was about a year previous to the sale of the estate, and they were asked to lend any money they had to spare at four per cent. A good many of them did so. I offered to lend £500. But the endeavour did not succeed, and the estate had to be sold, and Mr. Raphael takes £500 out of my pocket and puts it into his own; that is, he takes the interest of it from me, when he increases my rent twenty guineas a year.

8558. You might as well have given him your £500?—Just as well, for he takes the interest of it from me every year, and if I was to sell my tenant-right to-morrow I would get £500 less for it. That is not very comfortable.

8559. The O'CONOR DON.—Would you like to have an opportunity of purchasing your holding?—I often thought that if we had had the benefit of the Bright clauses we might have bought, and given ten years' purchase more for it, from the rise of rent we have had.

8560. You could have given a larger figure for it than it was bought for?—Yes.

8561. And would you have done it if you had the chance of getting help from Government?—Yes. Some of them did it with very little help.

8562. You would be very glad to have bought yours?—I would.

8563. Is there any other matter you wish to bring before us?—In reference to the Land Act as it stands, you will observe that except in cases of eviction it is of no use to us, for you see Mr. Bigger raises his rent, and makes such rules as he likes, quite contrary to the practice on Mr. Ker's estate, I was brought up on Lord Londonderry's estate, there the tenant-right may be sold by public auction, and on Lord O'Neill's estate a farm was lately sold by the sheriff by public auction, and the purchaser made a deposit, and paid the auction fees, £10, but Lord O'Neill would not allow the bargain to stand, and the man had to go into court to recover his deposit. Now, what good did that do Lord O'Neill? About the same time there was a sale on Lord Londonderry's estate, and there was no trouble about it. If all the landlords were like Lord Londonderry and Lord Downshire there would be no agitation and no trouble.

8564. CHAIRMAN.—Would you be satisfied if you went back to the rules you had under Mr. Ker?—We would; that is, if we had any security.

8565. Baron DOWSE.—The fact of the rules being altered shows that there is a want of security?—It does. We have no security for a single day. Another point in reference to the Land Act, I think when we are brought into court against a landlord we ought to have some other tribunal than a single person. We ought to have either a jury, or an award by disinterested and knowing parties. I don't say that any of the Chairmen are partial, but I say they are not acquainted with farming.

8566. There ought, you think, to be someone sitting alongside with them, some person acquainted with farming, the Chairman to be the judge of law, and the other person the judge of facts?—Yes. There is another thing I wish to mention. I have observed that when a Chairman makes a decision, it is upon the state of the farm as it is, and the rent as it is. Now, supposing a person is brought into court on such a rent as Mr. Bigger has put on, don't you see he would not get a penny for his tenant-right. I think the landlord ought to be compelled to give the tenant fair compensation for his tenant-right at a fair rent, not at all calculated at the rack-rents we are paying. I hope you understand what I mean.

8567. The O'CONOR DON.—Would it not be in the power of the tenant on an estate so circumstanced to come in under the ordinary law of the country, and not under the Ulster custom, and claim compensation for disturbance?—Suppose he did, I do not think what he would get would ever compensate him.

8568. Baron DOWSE.—He would not get, in the shape of compensation for disturbance, even at the

highest scale allowed by the Act, half what he would get under the Ulster tenant-right if it was unrestricted?—Not half.

8569. For that reason the Ulster tenants when they come into court always prefer to claim under the Ulster custom?—Yes. But there is one thing I wish to impress upon you. There is a great outcry by certain landlords, who are taking a prominent part at this time, saying that tenants ruin themselves by giving too much for tenant-right. The fact is, where there are estates like Lord Londonderry's or Lord Downshire's, it is not so much for any great advantage the tenant is likely to get from the landlord, nor even from the low rent, as from the idea of security and peace the tenant has when he gets a farm upon those estates; the knowledge that so long as he pays his rent he won't be disturbed, nor have his rent unduly increased—he has that sense of security—that is what the tenants want; and for the sake of that they often give twice as much as they ought to do for the tenant-right.

8570. To be under a good landlord?—Just so.

8571. Mr. SHAW.—If you could purchase your holding in perpetuity, would you give a good price for it?—Yes, sir. I will tell you two instances that illustrate the system of landlord and tenant. About the time the change in the law in reference to tithes took place, even upon Mr. Ker's estate, where we were all upon the best of terms, when I was paying my rent to the agent I said, "I understand that under the new law the tenants are not to pay the tithe." His reply was, "Don't you know that where there is no lease there is no law." I said, "I do know that to my cost."

8572. That was before the Land Act?—Yes. There was another case I may mention for illustration. I wished to have a road changed, and I asked Mr. Anketell to come and see the place, it was very inconvenient the way I had to get to the main road, and that I would show him a way I had planned for improving it. Mr. Anketell came with the sub-agent, and I showed them what I wished to do. I have a neighbour who has his farm in perpetuity, and when I pointed out to Mr. Anketell what I wished, he observed that my neighbour had a very good road—and he said to the sub-agent, "Here is a very good road—let him come in here."

8573. Meaning that you should make use of the road your neighbour had?—Yes. "Oh," said the sub-agent, "this is a particular man, he would not allow that, he has a deed of his land." "I hate those deeds," said Mr. Anketell, "they make a fellow put his back up."

8574. The O'CONOR DON.—You would like to be able to put your back up?—I would. Another thing I think unfair in the Land Act is in reference to the scale of compensation. It is not right that one tenant should have an advantage over another. Why should a small tenant get more compensation for improvements than a large one?

8575. Baron DOWSE.—He does not get more compensation for improvements—he may get more for disturbance in proportion than a large tenant?—Yes. Why should he get more?

8576. The reason of that was, it was assumed that a large farmer was more independent than a small one and better able to take care of himself?—Well, sir, that is a mistake—it is quite the reverse.

8577. It is nothing to you, tenant-right people, what compensation is given for disturbance—you go on your Ulster tenant-right?—Yes. There is another thing I observe in the Land Act—I see so many exceptions and provisos and reservations in favour of the landlord that there seems to be very little left for the tenant. What I wish especially to refer to is this—that it is to be taken into account, in awarding compensation, how long a tenant has enjoyed his own improvements. I think that is an unfair principle to have in an Act of Parliament. Why should a land-

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lord ever possess himself of that which is another man's property?

8578. Mr. SHAW.—You might reverse the principle, and say the landlords have had the advantage long enough?—That is very often said, sir. Gentlemen, I hope the strictures I see in one of the Belfast papers don't apply to you. I read an article in the *Morning News* to-day.

8579. What is your opinion. From what you have seen yourself do you believe the statements in that article?—No, sir, I do not. The paper says you are receiving land agents and landlords with open arms, but that you refuse to hear the tenants.

8580. Baron DOWSE.—Would you be surprised to hear that since we came to Belfast we have examined forty-five tenant-farmers, six land agents, and eight landlords?—I did not know that, sir. I understand there is a tenant on Mr. Dobb's estate waiting to give evidence to-day, and I think the rules of his estate will be laid before you. That they are not

to build houses without permission, nor to pull down old houses without permission, and he has also made his tenants come to an agreement that they will not ask the landlord to pay the half of the county cess.

8581. Is that Mr. Dobbs?—Yes, sir.

8582. He does not allow buildings to be erected without his permission being obtained?—No, sir. The reason is that when a man builds a house the valuation of the farm is increased, and that adds to the taxes on the estate.

8583. The landlord has to pay half the poor rate?—Yes.

8584. But the tenant of the farm might want badly to build a house?—He might, sir. There is another thing I want to say with regard to office rules—they are a bad principle—for it makes the absolute will of the landlord or agent to be the law, we must submit, and unless you can protect us from vexatious rules and excessive rents your Act of Parliament will be of no use.

Mr Manus
M'Grogan.

Mr. MANUS M'GROGAN, Castledawson, county Londonderry, examined.

8585. CHAIRMAN.—Are you a tenant-farmer?—Yes, sir.

8586. On whose property?—On the Dawson estate. It is under a middleman I live.

8587. Who is the owner?—A Mr. Burrows of Cork.

8588. He is the middleman?—Yes.

8589. He is dead lately, is not he?—Yes; but his son succeeded him.

8590. Mr. Dawson is the owner of the estate?—Yes.

8591. How many acres do you hold?—Twenty acres, statute.

8592. What rent do you pay?—£35 a year.

8593. Does Mr. Burrows reside on the estate?—No sir, he resides in Cork.

8594. Do you often see him?—Once a year.

8595. At rent time, I suppose?—Yes, sir.

8596. What is your complaint?—My complaint is that the rent is too high. I cannot live on the land and pay it. Griffith's valuation of land and houses is £22 5s., and I am paying £35 rent, and it is an impossibility, owing to the failure of the crops these wet seasons, for tenants to live on the land under the present rents.

8597. Do you think your rent would be a fair one if the seasons were good?—It is too much even in the best of times. The land is low and wet, and in a wet year, such as last year was, it gives no crop at all. The middleman came down and harassed every man under him. He has only 135 acres of the estate. He harassed every one of his tenants.

8598. Did he make any abatement?—Not a shilling. He threatened that any man that would not pay his rent he would serve with a Dublin ejectment that would cost £8, and he gave only two days' time for the whole rent.

8599. Does he hold under lease?—He does.

8600. Do you know when his lease began?—No, sir, it is time out of mind. It belonged to the Stuarts of Cork before his time. They were honourable decent men—the Stuarts.

8601. How long has he been in possession of it?—I suppose twenty years. It belonged for a while to Mr. Harris; he married one of the Stuart ladies—he had no issue—and he left the place to his nephew, this Borris.

8602. What was the rent formerly?—The rent in my early days was 18s. an acre for some, and the highest was 21s.

8603. When was it raised?—The last rise it got was in the shape of a tax for the drainage of Lough Neagh. It was raised to 25s., I think, about twenty years ago. Immediately after Mr. Harris came into possession of it, he came down in the month of June, when the crops looked extremely well and luxuriant, and in the next November he raised the rent to 25s. an acre.

8604. When was the next rise?—The next was to

32s. 6d., at the time the Income Tax Bill passed. We considered that he did it in order to make us pay his income tax. Then the last rise was the water cess.

8605. At the time he made the former rise was anything noted on the back of the receipts?—Yes, sir; he noted on the back of the receipts that the rent should be so much in future, and I think two or three years after that he put on 5s. additional in the shape of water cess.

8606. The rent then became 30s. per acre?—Yes, sir. The first rent was £1 1s., then it was increased to £1 2s. 6d., then he raised it to £1 5s., and after that he put on the water cess—on some it is 4s. 6d., and on some 5s.

8607. The water cess is a temporary charge?—Yes, sir; but we are afraid it will not be taken off. He gave evidence, it appears, in Magherafelt court, before the barrister, that he put it on as a rise of rent, and not water cess.

8608. And you fear that when the water cess ceases he will still keep it on as a part of the rent?—Yes, sir.

8609. Was there any difficulty raised by some of the tenants about this additional rent?—Yes. There was a man evicted who held six acres, he owed but two years' rent, but he was evicted and put out. The landlord had to lower the rent before he could get any one to take the farm.

8610. When was that?—I think it was about eight years ago.

8611. What used to be the selling rate per acre for the tenant-right?—There was some of it sold at £10 per acre, some £7, and some £5, according to the quality of the land. It varied very much.

8612. Was that before the raising of the rent?—Yes, sir.

8613. What would it sell for now?—It would sell for nothing now—no man would buy it now.

8614. The tenants are not able to pay the rents?—They are not. The rents are too high. We had great difficulty in paying the rent last year. I know one man—and that was myself—that had to take his cow out and sell her, and left a family of seven without milk from March till June in order to make up the rent.

8615. I see you say in your notes of evidence that "the landlord being a southerner thinks no rent too weighty"?—There is no mercy in him at all—he gives no creature any time.

8616. Do you know Edward M'Keever?—Yes; he is a tenant on Major Dawson's property.

8617. Do you know anything of his rent?—It is a very high rent. I think it is almost £2 per acre.

8618. You say there are a number of your neighbours that would be able to give evidence, but do not like to offer themselves as witnesses, from the difficulty of

moving from the locality?—Yes, and from other reasons too. We thought one witness would do.

8619. Baron DOWSE.—I suppose what happened in your case might happen in twenty?—Yes, sir; I represent the whole townland. The rent is such that people can't live on the land at all. If there is any Bill passed by the present Government, unless there is some clause in it to prevent landlords from raising rents, the people won't be able to live. There should be fair rents, having regard to the tenants' improvements, the people will make every exertion to pay a fair rent; but the rents that are charged now on us are excessive.

8620. You wouldn't object to pay a fair rent?—Certainly not, sir; but would be very glad to be able to pay it. Every man has a right to his own, and the landlord is entitled to get a fair rent.

8621. Mr. KAVANAGH.—How much would you con-

sider a fair rent?—Griffith's valuation, we consider, would be fair. Sept. 25, 1880

8622. How much is Griffith's valuation?—£1 per acre. Mr. Manus M'Grogan.

8623. What rent does Mr. Borris pay?—About 2s. 6d. per acre, I believe; something quite small.

8624. Has he a long lease?—A lease for ever, I believe. There is a great portion of the Dawson estate leased the same way.

8625. Held by middlemen?—Yes, sir.

8626. Do they charge higher rents to the tenants than the ordinary landlords do?—There are some cases in which the ordinary landlord is as high as the middleman. One man, who is a tenant under Mr. Dawson himself, told me this morning that he was paying £2 an acre.

8626A. Is that land near a town?—It is; but it is not a townpark. It is a small farm.

Mr. SAMUEL STEWART, Ballydoran, County Down, examined.

Mr. Samuel Stewart.

8627. The O'CONNOR DON.—You are a tenant farmer?—Yes, sir.

8628. How much land do you farm?—Twenty-three acres Cunningham measure.

8629. Who is your landlord?—I have two—I hold six acres under Mr. William Ferguson; and seventeen under Mr. R. D. Harrison.

8630. Have you any complaint to make of the treatment you have received?—I have. Did Sir George Young show you a letter I intended for the *Whig* newspaper on Wednesday—that embodies a good deal of my grievance, and is the truth.

8631. State shortly the grievance of which you complain?—I will be short, sir. I am not going to make a long story of it—though I might make one. In the year 1760, Hans Stuart, who was my grand uncle, got a farm. The rent at that time was 10s. 6d. per acre. It was part of the Savage estate. The Savages held it until 1843, but in the June of that year, Mr. John Harrison purchased it, and his agent lifted the first rent in that year. In 1813 we got a lease of it at £1 13s. 4d. the Cunningham acre. The lease was a terminable lease, and it expired on the 3rd May, 1846.

8632. And, I suppose, in 1846 they raised the rent?—They did. The agent raised it to £64 10s. 8d., valuation being £49; old rent £54 14s. That rent was paid until the bad times came and I could not pay, and now I have lost the farm. Now there was at least £300 of reclamation done to that land, that I can prove, and it was taken from me, and I have got nothing. I can prove every word I have stated.

8633. Your rent was not raised since 1846?—No, sir—there is another thing I wish to mention—the £300 was expended in reclamation between 1813 and 1831—that would be more than twelve years before Mr. Harrison got it.

8634. What you complain of is, that in consequence of the rent being too high, and you having suffered losses from the bad times, you were unable to pay your rent and have lost the farm?—Yes, sir.

8635. Were you ejected for non-payment of rent?—Yes, sir.

8636. Mr. SHAW.—Did you try to sell your tenant-right?—I did, sir; but I didn't get a bid.

8637. Was that owing to the high rent?—Owing to the high rent. Now, it is not for me to talk to gentlemen like you; mine is only a small case. Since I came here I have heard men from Tyrone, and from

this county, and from where I come from, and from other places, telling what they have suffered—and I really don't know whether their cases or mine are the worst. Don't think I am laying down any law to you; but I say that that conduct is downright robbery. Had it not been for what the tenants did to the land, the landlord could not have raised the rent; they knew the tenants were poor, and they extorted the last farthing from them that they could. For my own part, had it not been for the death of my cattle, I could have continued paying the rent—but if I did, I would not have been one penny the richer to day—for had I gone on paying that exorbitant rent I could have saved nothing, and if I became unable to labour and wanted to give up the farm—you see I am not young—I would not have got one penny for my tenant-right—if I had been dying with hunger.

8638. In whose possession is the land now?—It lay waste for some time. A tenant has taken it—I don't know on what terms. He went into possession of it on Wednesday. I believe it will be of no use to him. There is another thing I wish to mention. This man has an office in Corporation-street in Belfast; I wish he was examined.

8639. Do you mean Mr. Harrison?—No. Mr. C. C. Corder whose name is at the bottom of the bill. He ejected me contrary to the custom, as I can prove.

8640. And you get nothing at all either for disturbance or improvements?—No.

8641. Did you build a house on the farm?—My father did, and there was as much money expended on it in reclamation between 1813 and 1831 as would have built a respectable Irish village.

8642. You say over £300 was expended?—Yes. I am sure at the wages of to-day £300 would not do it.

8643. What I do not understand is, why you did not go before the County Court Judge, Mr. Lefroy, and claim compensation for the improvements?—I think you misunderstand me, sir—the ejectment was for another farm.

8644. How did you lose the one of which you are speaking?—For non-payment of rent, sir—because it could not be paid.

8645. But even in the case of non-payment of rent, you still have a right to claim compensation for improvements?—I didn't know that at the time, sir, and even the attorney I was in communication with never told me.

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Mr. James
M'Nair.

Mr. JAMES M'NAIR, Ballinure, near Carrickfergus, examined.

8646. CHAIRMAN.—Are you a tenant farmer?—I am.

8647. On whose property?—Mr. Dobbs', of Carrickfergus.

8648. How many acres do you hold?—Twelve acres, Irish.

8649. What is the rent?—The rent was raised last year.

8650. What rent were you paying ten years ago?—£1 2s. 4½d. per acre.

8651. What is the rent now?—£1 5s. per acre.

8652. When was it raised?—Last year. I have only paid two half-yearly gales of the advanced rent.

8653. What was the reason given for the rise of rent?—I don't know for what reason, only my own improvements.

8654. Baron DOWSE.—Is there tenant-right on the property?—Yes, it had to be admitted. It was denied on two or three occasions. I suppose you have heard of Holden's case, that case took place on the same estate.

8655. CHAIRMAN.—You say the rent was raised in consequence, as you believe, of your improvements?—Yes.

8656. They had made the land more valuable?—Yes, it is twice the value now that it was before. He also served all the tenants with new office rules. (Witness produces them).

8657. When were these rules served on you?—Last year.

8658. Read them?—The notice is headed:—

"Terms of letting from year to year, customary on Mr. Dobbs' estate. First—There is not to be any subletting or division of lands, nor change of occupancy without the landlord's permission previously obtained. Second—All trees, mines, minerals, quarries, fish and game, are exclusively reserved with liberty for the landlord, and persons authorized by him to enter and take them. Third—Rent is due and payable, half-yearly, at 1st May and 1st November. Fourth—No new buildings are to be erected, nor old removed, without permission. Fifth—The best customary rotation of crops is to be followed in cultivating the land. Sixth—Fences, gates, and buildings are to be kept up by the tenant in perfect condition."

8659. There is no mention of change of rent?—No.

8660. Nor of any restriction of prices?—No.

8661. Is there any restriction, or is free sale allowed?—Perhaps sometimes it will be allowed; at other times it will be restricted one-fourth or one-third.

8662. Mr. SHAW.—You don't know what may be done?—No.

8663. CHAIRMAN.—But there are some rules which restrict the tenant-right?—Yes. It is only a kind of terror that prevents him from carrying them out. He

don't quite carry out the rules sometimes. There is one of those rules that prohibits buildings; if a man is building he sometimes is served with notice and stopped. I had a neighbour who was building a barn, and he sent him word that he should not have done it without consulting him.

8664. Does he make any allowances for improvements on the estate?—No. He made a few drains at one time, but that was all.

8665. Your complaint is that you do not feel secure as to your holding on at a fair rent?—Yes; the rent I believe is raised on account of improvements.

8666. Mr. SHAW.—Is the rent raised on a change of tenancy?—It is, generally. If it was valued a short time before, there is no change.

8667. When your rent was raised was there a general valuation?—No; what he does is, he takes a few at a time. There used to be no rise of rents except on the expiration of a lease; but now he goes on every three or four years, taking ten or twelve at a time.

8668. Mr. KAVANAGH.—Who is the agent?—Mr. Stewart of Carrickfergus.

8669. How long before had the rents been raised?—On part of the property twice in nineteen years.

8670. In the particular case you complain of, when had the rent been previously raised?—I did not complain of any particular case.

8671. I understood you to mention a particular case in which you complained of the rent having been raised?—I mentioned my own case.

8672. How long before had the rent been raised in your own case?—I suppose twenty-five or thirty years.

8673. Is this property near Carrickfergus?—It is near Ballyclare, ten miles Irish from Belfast.

8674. CHAIRMAN.—Do you think land in that part of Ireland has been increasing in value within the last twenty years?—I think up to the last two or three years it was.

8675. Until the bad seasons?—Yes. I wish to mention that we got no reduction, and we thought that very hard. Other landlords gave reductions; but Mr. Dobbs did not.

8676. Were there any special reasons that raised the value of land in your neighbourhood?—There was a railway made from Larne to Ballyclare, a narrow gauge railway, but I don't think it was of any advantage to us—it did not come near enough to us.

8677. Is that railway worked still on the narrow gauge?—It is.

This concluded the evidence taken in Belfast, and the Commission was adjourned until Monday, the 27th September, at Londonderry.

FOURTEENTH DAY—MONDAY, 27TH SEPTEMBER, 1880.

Sept. 27, 1880.

The Commissioners met at Jury's Commercial Hotel, Londonderry.

Present:—The Right Hon. the EARL of BESSBOROUGH, Chairman; Right Hon. BARON DOWSE, The O'CONOR DON, ARTHUR MACMORROUGH KAVANAGH, Esq., D.L., and WILLIAM SHAW, Esq., M.P.

Mr. Joseph Alexander, of Imlick, Londonderry; Mr. W. J. Hanna, of Whitehouse, Carrigans; Mr. John Gamble, Londonderry; Mr. James Lapsley, St. Johnstown, county Donegal, and several other tenant-farmers attended as a deputation from the Donegal Liberal Tenant Farmers' Association, and other associations, for the purpose of giving evidence.

Mr. JOSEPH ALEXANDER was first examined.

Mr. Joseph Alexander.

8678. CHAIRMAN.—You are a tenant farmer?—I am.

8679. You have two farms?—I have, in the barony of Raphoe, county Donegal.

8680. How do you hold them?—I hold one as tenant under a lease, and the other in perpetuity.

8681. What is the size of the leasehold farm?—One hundred and sixty-nine acres.

8682. And of the one you hold in perpetuity?—Twenty-four acres.

8683. Do they adjoin one another?—Yes. I bought the twenty-four acres from the Church Commissioners. I had held it previously as tenant.

8684. They are in the north half-barony of Raphoe?—Yes.

8685. Are you a member of a Tenants' Association?—I am a member of the Donegal Liberal Tenant Farmers' Association. It is merely an association for the purpose of meeting this Commission, that we got up in Derry—a temporary meeting of farmers, of which I was chairman.

8686. In your evidence to-day, do you speak for yourself and your own opinions only, or do you also speak for other persons?—I speak for myself chiefly but also a little for others. We were informed that the witnesses whom we intended to bring forward were too numerous, and that you would prefer one person to represent all. A neighbour of mine, Mr. Hanna, is in attendance, and also wishes to be examined.

8687. Are the other gentlemen who attend also members of the association?—They are tenant farmers, and members of different associations.

8688. We have heard a good deal of evidence in Belfast on the subject of the Ulster custom, and we find the principal point that arises is, the various usages on different estates?—Yes, the Ulster custom is a very undefined matter, and there are various usages, as you say. The subject on which I wish chiefly to give evidence is, that the Land Act of 1870 affords no protection to the tenant farmer for his improvements, as regards rent.

8689. Mr. SHAW.—You mean it gives no protection against increase of rent?—None. It gives no protection against increase of rent on improvements.

8690. Improvements made by the tenant?—Made exclusively by the tenant.

8691. CHAIRMAN.—Does that arise from there being no fixed time when a new rent may be put on?—There is no fixed time—it is at the landlord's option.

8692. Have you any cases in your district?—I have. First there is my own case. In 1812 my father bought a mountain farm, paying for it a tenant-right of £270.

8693. Is that the farm you now occupy?—No—not the farm I occupy—another.

8694. How many acres did it consist of?—Fifteen statute acres arable land, ninety acres reclaimable heath, and forty-five acres of rough grazing land unreclaimable—in all 150 acres, at £24 a year rent.

8695. Was it held by lease?—No, it was held under the Ulster custom under the Marquis of Abercorn. My father died in 1824, and the family held possession. In 1832 the arable portion had been increased to twenty-seven acres from fifteen, which was the original quantity, and the rent was raised to £32 11s.

8696. Was the increase in the arable portion the result of the tenant's exertion and expenditure?—Yes. I came into possession of it in 1837. My uncle offered to advance me as much money as would reclaim all the reclaimable land, if a reasonable lease were given to secure the advance. This was refused, not being compatible with the office rules.

8697. The O'CONOR DON.—What would your uncle have considered a reasonable lease?—Well, in such a case as that, thirty years.

8698. Mr. SHAW.—Would that have satisfied him?—Quite at that time.

8699. A lease for thirty years at a fixed rent?—Yes. He offered to advance the rent in consideration of the opportunity of reclaiming.

8700. You offered to pay a higher rent?—A slightly higher rent, but this offer was refused. As I was of an industrious and enterprising disposition, I hated to look daily on this land within my grasp being unproductive; and at length, wisely or unwisely, I went into outside dealings in cattle, and with the money I made from that source, as well as the savings from my farm, I reclaimed and drained until in about twenty-one years I made it all arable—101 acres.

8701. How many years did that take you?—Till 1857. The rent was then raised to £62 8s.

8702. CHAIRMAN.—What was the date of that rise?—1857. I should mention I also built very substantial offices; and the expense of the two—the reclamations and the offices—came to between £1,200 and £1,300. A few years after, when Mr. Gladstone's measure of 1870 seemed to be gaining strength in the House of Commons—before it was passed—I was offered a lease at £73 a year.

8703. The O'CONOR DON.—What length of lease?—Twenty-five years. Nominally, thirty-five years, but it was to date back ten years, so that it practically was for twenty-five; and, I may just add, that I never received the value of one shilling from my landlord, except 2,000 of two-year old quicks, value about 10s.

8704. Mr. SHAW.—You did everything yourself?—Yes, at my own expense, and not counting my own labour or superintendence, value at least £500.

8705. CHAIRMAN.—This offer of a lease at £73 for thirty-five years was just before the passing of the Land Act?—Yes.

8706. Did you accept it?—No. I thought better things were coming.

8707. What happened then?—That is all I have to say. I do not mention this as a case of extreme hardship, as it was the rule then, and now; but I give it as a striking illustration of the arbitrary power of raising rents in the hands of the landlord.

8708. Did you lose the place?—I sold it in 1878. I should say I offered it for sale about 1847 or 1848, at £320. I got £1,600 for it in 1878.

8709. Have you found that, since the Land Act, there have been different rules on estates generally in your neighbourhood?—Yes, when leases are offered, there are clauses inserted to extinguish tenant-right at end of lease.

8710. Or when leases fall in?—Yes.

8711. More so than before the passing of the Act?—Yes, undoubtedly. I have not had the experience; but I know a case—a neighbour of mine, named

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Robert Scott, had a lease which expired in 1877; his rent was £42. Under notice to quit, he was ordered to take a new lease at £72.

8712. Did he get into arrears of rent?—No.

8713. But, in order to increase the rent, he was served with a notice to quit?—Yes, and with a notice to take a lease at £72.

8714. Was it a large farm?—Forty-two statute acres.

8715. Do you think the Land Act had the effect of making landlords look more sharply after their interests than they did before?—I won't say that, with regard to the large proprietors; but, with regard to small proprietors, it certainly had. Another witness, who will be here by-and-by, will tell you of two cases; but it is quite within my knowledge that it is so with regard to small proprietors. The large proprietors in my neighbourhood do not generally make a revaluation or change rents for twenty-one years. In 1857, at the time of Griffith's valuation, they were mostly revalued. That was the time my holding was revalued. They intimated they would revalue them in 1877, 1878, and 1879; but, owing to the bad seasons and foreign competition, they have not done so, though they said they would. On the Abercorn estate they said they would revalue them in 1877; but they did not.

8716. Mr. SHAW.—Was the rent of your farm raised when you sold it?—It was not.

8717. CHAIRMAN.—Taking the tenants' view of the question, do they think the landlord should at any time have a right to raise the rent?—They do, when the produce of the farm would rise in price each should share.

8718. Mr. SHAW.—When prices rise?—When the prices of produce rise or labour goes down—when, in fact, a farmer can bring his produce into market and realize more profit.

8719. CHAIRMAN.—Then it would vary with the price of produce?—Certainly, for average of periods.

8720. Do you think it would be advisable for tenants and landlords that there should be an uncertainty within short periods of variation of rents, or would it be better to take it by an average of years?—I think every twenty-one years would preserve quiet in the country.

8721. You think twenty-one years would give a fair average of prices?—I think so. There should first be a settlement by arbitration, and any readjustment afterwards should be at intervals of not less than twenty-one years.

8722. Readjusted by arbitration?—No; according to the prices.

8723. Who is to fix them?—There should be a record of the prices and cost of labour taken in the first instance, to be compared with prices of produce and cost of labour in the interim of each twenty-one year period.

8724. CHAIRMAN.—Still that must be taken by arbitration?—Not by arbitration—I mean not to go on the land to value it after the first settlement of the rent which would be by an arbitration. Of course if there was any difference between landlord and tenant, as to the calculation of the prices, that could be settled by arbitration, but not to go on the land to value it after the first time.

8725. That is to say not to value the tenant's improvements?—Yes.

8726. Mr. SHAW.—What would be the value of your place now if it were in the condition you found it?—It would be as cheap at £73, as it was when I got it at £32 11s., but the difference lies in my capital spent on improvements.

8727. What I mean is if it were now in the state that it was in when you began to improve it what rent would it bring at present?—Well, other farms that have not been improved have not been raised.

8728. The rent when you took it first was £32 11s.?—Yes.

8729. It was raised to £62 8s.?—Yes.

8730. The value of the farm was raised by your expenditure on improvements?—It was.

8731. And the landlord never contributed towards that expenditure?—Not a shilling.

8732. CHAIRMAN.—You say you would have a record of the prices of agricultural produce taken, and of the prices of labour?—Yes, that could easily be found. Let a record be kept of the prices of produce and the rate of labour, to be referred to for the preceding period whenever either landlord or tenant might call for a readjustment of the rent, periods of not less than twenty-one years I think would be best.

8733. Mr. SHAW.—Would you take into account the price of cattle also?—Certainly I would record the price of cattle also.

8734. And sheep?—Yes, every description of agricultural produce.

8735. Suppose you had a year of very bad produce, such, for example, as last year?—I would take the produce on the average of twenty-one years.

8736. CHAIRMAN.—Still that might not give a fair estimate of the produce of the farm—there might be two or three good years consecutively or two or three bad years?—Well, twenty-one years would.

8737. Mr. SHAW.—You would take a sufficient number of years to ensure a fair average on the general run of seasons?—Yes.

8738. After the first adjustment of the rent of a farm the system would be self-acting—the future adjustment would be a matter of calculation?—Yes.

8739. CHAIRMAN.—Do the landlords in your district make any improvements?—No. I may mention that several other tenants made improvements in the same way as I did at their own expense.

8740. Can you give their names without any objection to their being recorded?—Certainly. Archibald Rolleston, Joseph Gillespie, Samuel Stephenson, Joseph Chambers, Robert Vance, and H. S. Hamilton.

8741. Are they still in occupation of their holdings?—They are.

8742. Have their rents been raised as your's was?—Not so much, as they did not improve as much, taking the area of their holding.

8743. But were they all raised from time to time?—Yes.

8744. Mr. KAVANAGH.—Had they leases?—No.

8745. It was not at the expiration of the leases that the rents were raised?—No, at the usual periodical valuation of the estate.

8746. Was it customary on the estate to have revaluations at the end of a certain term?—Yes.

8747. What was the length of the term?—About twenty-one years, but it varies. As I have said already for the last three years, in consequence of the bad seasons and foreign competition, they have not been raised, although it is now twenty-three years since the last valuation.

8748. Mr. SHAW.—Did they employ an outside valuator to do it?—Mr. Nolan.

8749. Was he in their own employment?—No.

8750. He was a land valuator?—Yes.

8751. Did you know the increase of rent that was going to be put on?—No; not till I was informed by the office.

8752. You had nothing to say to the valuation?—Nothing whatever.

8753. CHAIRMAN.—On the question of improvements by landlords, you say in the notes which you furnished to us, that many years ago some landlords took advantage of the Board of Works' advances for drainage?—Yes. That was in 1847, at the time of the famine.

8754. Was the interest on the amounts advanced by the Board of Works paid by the tenants?—Yes; up to near the time that the payments were about to expire, and then a valuation of the estate was made, but the additional rent was far higher than the interest.

8755. What had been the rate of interest?—six per cent. for twenty-five years.

8756. That was the amount the landlord was paying?—That was the amount the tenants were paying.

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8757. I mean the amount that the landlord was liable for, and that he charged the tenants?—Yes.

8758. Therefore, at the end of the twenty-five years, the improvements became the property of the tenants?—Yes; but they were valued by the landlords, and the amount added to the rent. I consider that the landlord was, properly speaking, merely a broker or factor in the transaction between the tenants and the Board of Works.

8759. The landlord considered that at the end of the twenty-five years there should be a revaluation, and that if the value of the land was increased to a greater amount than the six per cent. he was entitled to take advantage of it?—Yes.

8760. Do you think that the landlord is entitled to any part of the increased value?—I cannot see that he is—except the value of produce advanced; and it did advance, no doubt, in the interval, and the landlords were entitled to some increase.

8761. Would you say that the landlord had a right to any share of the increased value of the land arising from the expenditure of that money?—Well, it was the tenant that was at the outlay and expense.

8762. The tenant has paid for it—and therefore they are his improvements?—Yes; the tenant paid the money.

8763. Supposing that the improvement produced a return of twelve per cent. upon the outlay, do you consider that the whole of that should belong to the tenant, or is any portion of it due to the landlord whose land it was and who got the loan?—Well, that is something like what Lord Lifford said—That those elements of improvement were in the land, and that the landlord was entitled to share in the value of them when brought out. I cannot see how the landlord has a moral right to it.

8764. Mr. SHAW.—If there was an increase in the prices of produce you would give the landlord a share of that?—I would.

8765. But the increase of produce created by the tenant's outlay you think the landlord has no right to?—Exactly; I would go farther and say I would give the landlord credit for so far as the land offers a basis of improvement to the tenant, but then afterwards if the tenant made those improvements and laid out his own money, I do not see how the landlord has a right to it.

8766. That is very much what we have heard other witnesses say, that the land so far as it is the basis of the improvements, is the interest which the landlord has in it, but not in the actual improvements themselves which have been paid for by the tenant?—Quite so. I think a man having gone through the ordeal I did, finding in the end of his days that his industry was taxed to the last farthing, it sours him so that he will do, as I did—tell his sons never to do it. I will tell my sons, and my sons' sons never to adventure as I did, and I may add the result of such a state of things is that the industrious middle classes are driven to other countries and other occupations, and this country is deprived of their industry. On the other hand, could I in my declining days look on the reward of my labours as not being taxed in that way, I would advise then *contra*.

8767. Mr. SHAW.—You say that this state of things has created a great deal of dissatisfaction among the farmers in your part of the country?—Yes, so much so, that if a man has intelligent sons he does not allow them to be farmers at all, but if there is a dolt or an indolent fellow that he can make no other use of, he says, "you shall be a farmer."

8768. CHAIRMAN.—I see you say that since the passing of the Land Act the farmers at first made improvements beyond what they did before, but that for the last three years or so, it having become evident that the landlords still have power to raise the rent, improvement has been checked?—Yes—it became evident that the landlord has power to make the Act of 1870, inoperative, so far as regards improvements.

8769. The Act of 1870, gave the tenant an interest that he never had before; legally at least?—Certainly.

8770. And if that Act was worked out properly, would it be satisfactory?—According to the intention of the Act, it would, largely—I will not say the Act as passed, but the Act as it was framed.

8771. The intention of the Act was to give the tenant security for all his rights as they existed at the time of the passing of the Act?—Quite so, but these were rather indefinite.

8772. You think the Act was not sufficient to secure that?—Not sufficient, because the landlord can raise the rent to any amount he chooses. Of course the tenant has three alternatives, he either sits under the increased rent, or he sells as he can and walks out, or he delivers up the farm to the landlord, and fights him in the law court.

8773. And they object to fighting?—They do. It is something like the three alternatives that were offered to the ancient King of Israel—three months before the sword of the enemy, three years' famine, or three days' pestilence. There have been no land cases in our county court from my neighbourhood.

8774. Mr. SHAW.—The tenants prefer to submit to the increase of rent rather than go to law?—Yes.

8775. Going to law means going out of your farm?—It does; and it also means going to a place that we don't know what will happen to us—no more then we do of a future state of existence. We never can tell what may be the result of litigation. Witness the case of Mrs. Algeo, to whom the county court judge allowed £400, but Judge Battersby, cut it down to £150.

8776. For her tenant-right?—Yes, and he talked in a way that no other man could ever understand his way of arriving at his conclusions.

8777. CHAIRMAN.—I understand that there have been no cases in the Land Court from your district?—No cases from our district.

8778. And you say that arises from the dislike tenants have of going to law? Yes, and the expense and uncertainty of it, and also because it is only a remedy for eviction. I have seen cases tried in the Land Court, and from having witnessed them, I would think twice before I would go into court.

8779. Mr. SHAW.—What price does tenant-right usually bring in your neighbourhood?—From fifteen to thirty years' purchase; latterly less. There have been very few sales latterly.

8780. Mr. KAVANAGH.—While on that point, can you tell me what is the size farm that fetches the highest rate of tenant-right?—I would say a medium sized farm.

8781. A medium sized farm?—Yes. I would say small or medium, such as would be within the grasp of many bidders. A large farm has but few persons able to purchase it.

8782. Mr. SHAW.—How many acres would you say would be the extent of the farm that would fetch the highest rate of tenant-right?—I would say from thirty to eighty acres.

8783. Mr. KAVANAGH.—What is the largest farm you have known tenant-right to be paid for?—I cannot call to mind many over 100 to 150 acres at present, but there have been sales of larger farms.

8784. CHAIRMAN.—Amongst the improvements that have gone on, has there been much reclamation of waste land in your district?—Not within the last few years. From 1845, when Mr. Sharman Crawford's Bill was seen to have a little support in Parliament, reclamations began, and it was wonderful how it went on from that to 1860, and afterwards, when the Devon Commission reported favourably, as the tenants thought, to their view, it went on very largely as it was considered that the justice of this claim would force itself on the legislature eventually.

8785. What was the sort of land principally that was reclaimed?—Cut-away turf bog, and heath ground. Heath altogether in my case and that of the neighbours whose names I have given, except Hamilton; his was cut-away bog.

8786. Do you think there is much of that class of

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land still that could be reclaimed and rendered fit for cultivation?—Yes. I have personal knowledge of the fact, for I was for some time agent in Donegal, for a Scotch firm in the implement trade, and I have been through nearly every farmer's house in county Donegal, and part of Tyrone, looking for orders, so that I know well the condition of the country, and I would say that the waste land—land capable of reclamation—amounts to an area equal to that of the arable land at present.

8787. Has there been much reclamation done upon the estate of the Duke of Abercorn?—Yes. In the notes which I furnished to the Commission I said twenty per cent., as I wished to keep well within the mark; but if I had said forty per cent., I do not think I would have overstated the extent that has been reclaimed within my recollection.

8788. Mr. SHAW.—Forty per cent upon the whole of his property is reclaimed?—Yes, of the Donegal estate.

8789. CHAIRMAN.—Have the rents been increased in proportion?—Of course. I wish it to be understood that I do not put forward the Duke of Abercorn as a harsh landlord, because he is not. He would allow a tenant to hang back two or three years in his rent before he would put him out; but I must confess that I was sorry to find him serving some notices to quit upon his tenants last April.

8790. For non-payment of rent?—No, not for arrears of rent. He served twenty-five notices in the village of St. Johnstown.

8791. They were houses, I suppose?—Yes.

8792. Were there farms too?—I cannot say there were farms. There was land attached to the houses, and some of the occupiers of the houses were a very useful class of persons in the county—mechanics, millwrights, and other tradesmen, some of whom had built substantial houses—houses worth from £100 to £200, carpenters, masons, and that class of people, all of whom were noticed to leave.

8792A. They had bits of land along with their houses?—Yes. I hope and trust his Grace won't put those men out.

8793. Didn't they get leases?—Not one of them, but they didn't lay a stone except with the sanction and approval of the office. James Lapsley, who is here, is one of them.

8794. With regard to the mode of fixing the amount of rent, if your plan was adopted, you think there would be plenty of money laid out on the land?—Certainly.

8795. The tenants would again begin to improve and cultivate the land, and render it productive?—Certainly—in fact, you would make Ireland valuable to the Empire in every respect. I have mentioned at the end of my notes what in my opinion the effects would be.

8796. Do you think that what is good in the north might also be tried in the south?—I am not acquainted in the south, but if Mr. Bence Jones is correct, the landlords in the south do all the improvements and the tenants do nothing. I wish he was here. I am afraid he has been "putting the glass to the blind eye."

8797. Did you purchase your holding of twenty-four acres from the Church Commissioners?—I did.

8798. Did you borrow part of the purchase money?—No.

8799. You paid in full?—I did.

8800. Have any of your neighbours purchased?—Yes.

8801. Have any of them borrowed part of the money?—Yes.

8802. Has it been a successful operation?—Yes, I should say so.

8803. They are satisfied with the transaction?—They are. Owing to statements having been made that tenant proprietors were generally an indolent pack, and not industrious, I took the trouble to take about eighty cases in the north, half of the barony of

Raphoe. I went through them all, and with the exception of two the results have been satisfactory, and their circumstances are better now than before they purchased.

8804. They have been improving?—Yes.

8805. The O'CONOR DON.—Have they been all purchasers under the Church Act?—No; they have been tenant proprietors from twenty to fifty years back. I consider it altogether a mistake to say that this class of men—tenant proprietors—are indolent and neglectful. They are the most prosperous class of the occupiers of land in Donegal, by far.

8806. How did they become the owners of their farms?—I cannot go into that.

8807. Was it on the occasion of a sale in the Landed Estates Court?—It was before the Landed Estates Court was established. Had I taken cases since the establishment of the Landed Estates Court and the Bright Clauses, I could have obtained plenty of them; but there has not been as yet sufficient time to judge of the operation of purchase under these clauses. I am merely dealing with the statement that the fact of an occupier being also the owner of his land has the effect of making him indolent and careless. The very contrary is the fact; they are among the most prosperous people in the country. It is quite a burlesque to say that if an occupier became a proprietor of his land he would get into lazy and indolent habits.

8808. Would the tenants in your district become purchasers of their holdings if they had an opportunity?—I am sure many of them would, if they got a fair amount of assistance.

8809. Would a loan of two-thirds of the purchase money be sufficient?—Well, they would prefer three-fourths.

8810. You think if that assistance were afforded to them they would purchase?—Very many of them would; but bear in mind that I am not for a forced tenant proprietorship.

8811. You would not force the landlords to sell?—I would not. The thing is not, to my mind, common sense.

8812. But you think it might be gradually introduced?—I think so; where the landlord was willing to sell and the tenant willing to buy—where, in short, it was practical. Here are the names of a number of tenant proprietors in the northern half of the barony of Raphoe. You will see what their state and circumstances are. [Witness hands in the following list:—]

TENANT PROPRIETORS IN BARONY OF RAPHOE.

Names.	Residences.	Circumstances
William Porter,	Raphoe,	Good.
B. Hamilton,	"	"
James Witherow,	"	"
Samuel Carson,	"	"
Robert Carson,	"	"
James Laird,	"	"
— M'Cool,	"	"
— Moore,	"	"
— Ogilby,	"	"
— Gun,	"	"
— Tinney,	"	"
M. Wilson,	"	"
J. M'Daid,	"	"
Rep. Wm. M'Daid,	"	"
James M'Daid, sen.,	"	"
Joseph Roulston,	"	"
— M'Gregor,	"	"
D. M'Clintock,	"	"
Thomas Hamilton,	"	"
William Hamilton,	Gortaquigley,	"
— Holmes,	Ballybigley,	"
A. Montgomery,	Kennaghun,	"
John Colhoun,	Ray,	"
— Shuron,	Glebe Errity Glebe,	"
— Galdenagh,	Glebe Ballybor Glebe, and Mondowey Glebe,	"
William Kincaid,	Ballyholey,	"
Thomas Hamilton,	"	"
William Witherow,	"	"
N. Leuse,	"	"
— Porter,	Carrickdawsan,	"
— Porter,	Sleaback,	"

TENANT PROPRIETORS in BARONY of RAPHOE—*con.*

Names.	Residences.	Circumstances.
— Wilson, .	Sleaback, .	Good.
— Wray, .	Ballyholey, .	"
William Allen, .	"	"
— Shaw, .	Tillyvinney, Raphoe, .	"
Alexander Black, .	Killynure, .	"
William Wilson, .	Lops, .	"
James Wilson, .	"	"
Carson Wilson, .	"	"
Shaw Wilson, .	"	"
— Henderson, .	"	"
Charles Wilson, .	Druminarry, .	"

BALLYCONNELLY, under CHURCH TEMPORALITIES.

Names.	Valuation. £ s. d.	Circumstances.
D. Hurkin, .	28 15 0	Poor.
James Crearew, .	4 5 0	"
James Kennedy, .	6 15 0	"
Mary M'Gavanagh, .	3 15 0	"
John M'Connell, .	3 10 0	"
Thomas Dobson, .	40 5 0	Good.
Joseph Rauby, .	12 10 0	"

CREVE GLEBE.

*D. Leitch, .	153 0 0	Good.
R. Elliott, .	16 5 0	Middling.
*Prudence Elliott, .	18 15 0	"
*Edward Gallagher, .	10 0 0	Good.

CANAGH.

Very greatly improved, both it and Lurgeybrack, £69.

DRUMNLAGH.

James Baird, .	12 5 0	Good.
James Wilson, .	34 15 0	"
A. S. Ramsey, .	14 0 0	"
William Scott, .	17 0 0	"
William M'Elhinny, .	35 5 0	"
Robert White, .	23 5 0	"
John Taylor, .	19 10 0	"
William Runkin, .	16 10 0	"

CORRIVAGH.

William Park, .	10 0 0	Good.
William Peoples, .	40 0 0	"

LURGY.

Mrs. M'Clintock, .	59 0 0	Good.
John Lecky, .	38 0 0	"

TRIMNA.

William King, .	72 10 0	Good.
M. Montgomery, .	64 0 0	"

NAGHRABUOY.

Andrew Diamond, .	74 0 0	Good.
R. M'Dermott, .	46 5 0	"

BARONY of SOUTH RAPHOE.

William Clarke, .	10 10 0	Good.
G. Clarke, sen., .	12 10 0	"
Martha Clarke, .	2 10 0	"
William White, .	9 5 0	Poor.
F. Duffy, .	10 15 0	"
John Duffy, .	3 2 0	"
James Duffy, .	3 2 0	"
George Clarke, .	5 5 0	"
Manus M'Fadder, .	30 0 0	Good.

BARRIAGH.

Mary O'Donnell, .	12 15 0	Good.
Dane Doherty, .	6 0 0	Poor.
P. M'Daid, .	2 10 0	"
Peter M'Daid, .	2 10 0	"

8813. The O'CONOR DON.—Are these men owners in fee of their land, or do they hold under perpetuity leases?—In perpetuity.

8814. There appear to be a great number of them in your district?—There are.

8815. And they are all prospering?—All, except two or three.

8816. There are some here described as in poor circumstances, they appear to be chiefly small occupiers?—Yes, some of them were impoverished by having to make provision for other members of their families—they mortgaged their farms too largely.

8817. Are any of these people engaged in other

business besides farming?—Not one of them that I can recollect. I may also mention that I have not known a case of subdivision.

8818. Mr. KAVANAGH.—You have not known a case of subdivision?—Not a single case.

8819. CHAIRMAN.—In speaking of these holdings do you draw a distinction between subdivision and subletting?—Yes, I do.

8820. As a matter of fact you say that none of these proprietors have subdivided?—No, nor any other tenant proprietor in the northern half-barony of Raphoe, or within my knowledge. I draw a distinction between subletting and subdivision. I would be against subdivision. Suppose there was a Bill introduced into Parliament, providing for tenants becoming proprietors, I would be against subdivision, unless the farm was above 100 acres, so that the sub-divided farm should not be under fifty acres, because I think it would demoralize the holders. As to subletting it is different. I have given in my notes a case which shows the difficulty of introducing a measure to prevent subletting. If I died leaving my wife with a small family of children and a large farm of 169 acres, and that it would revert to the landlord if she attempted to sublet, that would be a very hard case.

8821. That is if you paid a rent for it?—Yes, the rent is £204 10s. In such a case as that, if she were not allowed to sublet, what would become of the farm, and what would become of the children?

8822. You are speaking of a farm held under a landlord?—Yes.

8823. Would the same difficulty arise in the case of a tenant who was proprietor of the land?—I think so. I think if the Act prohibited subletting it would be evaded in some cases. A man might place a farm in the hands of trustees to manage it if subletting was prevented.

8824. Have you known of any cases where the clause against subletting made a farm fall into the hands of the landlord?—Yes, I do.

8825. Do you approve of clauses against alienation and assignment?—No, I would be totally against such clauses being introduced.

8826. Mr. SHAW.—You think, I suppose, that the farmer himself is the best judge of what ought to be done with his own land?—Yes.

8827. You don't seem to like going to law?—I do not. I do not like litigation.

8828. We want to prevent it too as much as possible?—Well, if you have the law clearly defined, something different from the Act of 1870, I do not think that even the landlords in this country would wish to rush into court. Things would settle down.

8829. Mr. KAVANAGH.—I understand you to be against any clauses preventing a tenant proprietor from subdividing or subletting?—I would like a clause to be introduced to prevent subletting, but I don't see how it could be enforced invariably. It would, in some cases, work very severely; regarding subdivision I answered previously.

8830. The object of it would be to prevent a farm being cut up into too small holdings?—Certainly, and I quite agree in the object, but in a case where the farmer and his wife were cut off or died, and a few small children left, what is to be done?

8831. What would you consider the smallest holding a man and his family could live on without any other means of support?—Well, that would depend to some extent on their extravagance or economy, the quality of land, and convenience to market.

8832. We will assume it to be an average family in those respects?—I would say an average family could exist on a twenty acre farm, Irish, or thirty statute.

8833. Thirty statute acres or twenty Irish?—Yes.

8834. Mr. SHAW.—If your idea of the people in the north turning "the fools of the family" into farmers be correct, I am afraid it would take a larger farm than that to support them?—Well, the

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most stupid, indolent, good-for-nothing member of the family is generally selected as the farmer—just, as you will recollect, at one time the aristocracy generally sent the fool of the family into Parliament.

8835. Your opinion as to subdividing and subletting is, I see, that there should be no prohibition, but that each case, as it occurred, should be submitted to some court of arbitration?—Yes.

8836. And that there is no necessity to introduce any prohibitory clauses into the Act of Parliament?—No, but that there is a necessity of exercising some surveillance over people indulging in it or carrying it to too great an extent.

8837. You think it might be allowed under special circumstances?—I do.

8838. The O'CONNOR DON.—I think I saw in your paper that you complained of legal difficulties in the way of purchasing under Bright's clauses—is that so?—Yes.

8839. What are those legal difficulties?—The charges of lawyers, and delays—red tapism.

8840. Is there any particular point in which you think the law could be improved?—I think the particular point is the expense.

8841. You think the expense excessive?—I do. Take an illustration. Lord Wicklow's property in my neighbourhood was disposed of three years ago in the Landed Estates Court, and from 8 to 10 per cent. of costs were, I understand, charged on many of them. If a farm is sold in the Landed Estate Court at £1,000 or £1,200 there are from £60 to £80 or £90 expenses.

8842. Were those expenses connected with the solicitor who carried out the purchase, or were they expenses connected with the carrying out of the Act itself?—I cannot tell you. I never could understand a lawyer's bill.

8843. You have had no experience of those matters yourself?—No, sir, I am thankful to say I have not. I bought one small farm from the Church Commissioners; but they did it for £5.

8844. Mr. SHAW.—You had not to employ a solicitor yourself?—No. I just submitted the deed to one, that was all.

8845. The O'CONNOR DON.—You think that if solicitors could be dispensed with it would be an improvement?—I am afraid we could not altogether dispense with them.

8846. Mr. SHAW.—You would not send all the solicitors out of the country?—No; no more than the landlords; but I would place both solicitors and landlords under regulations.

8847. The O'CONNOR DON.—Your chief complaint is the expense of the solicitor's bills?—Yes.

8848. Has there been much raising of rent in your district since the passing of the Land Act?—There has on the part of small proprietors; but I should say that on the part of large proprietors there has not, but they are on the verge of it—they have intimated that they will.

8849. When you sold your interest in the farm I think you said you got £1,600?—I did.

8850. How many years' purchase was that?—Twenty-six, I think.

8851. You got nearly as much as the landlord would have got if he sold his interest?—Quite so; no question as to that. His Grace could not sell that for £1,600.

8852. He could not have got £1,600 for his interest?—He could not. But if I may venture to say it, the farm was more mine than his at the time. I brought it from a barren waste into a fruitful soil by hard industry.

8853. Is free sale permitted on the Duke's property without restriction?—No; not always. I was permitted to sell, but some of my neighbours had to sell under a rise of rent.

8854. Are they allowed to sell by public auction?—Not at all; the sale is to be by proposals, and the tenants are under conditions that the landlord is to choose the incoming tenant.

8855. The landlord is to choose the tenant?—Yes.

8856. Mr. SHAW.—Is there a maximum price fixed by any rule on the estate?—No; the Act prevents that, but it was so before the Act. The Act of 1870 prevents it, they cannot fix the price.

8857. They do in some places?—The Ulster custom never fixed it.

8858. The O'CONNOR DON.—Do you think the tenants in your neighbourhood would be able to pay one-fourth of the purchase money if the State advanced them the other three-fourths?—Many of them would be able to do it.

8859. Would the majority be able to do it?—I think so; many could do it.

8860. Do you think those who would have the money would be anxious to do it?—I do. I believe they would be anxious to pay the one-fourth; but I believe they would be much more anxious to get such a settlement as is usually called "the three F's"—fair rents, fixity of tenure, and free sale. That is to say, that there should be a fair adjustment of rents in the first instance, based on a scale of prices; and then let every other arrangement of the rent be based on the average of prices in the way I have already stated. I think the tenant farmers would value that more than any scheme for making the occupier his own proprietor, because the one could be universally adopted, and the other could be only partial.

8861. Mr. SHAW.—You think those three principles—fair rents, fixity of tenure, and free sale—would meet the whole case?—I do; they would meet the case effectually.

8862. The other plan could only be a gradual thing, and on a small scale?—Yes.

8863. CHAIRMAN.—In your answer to a question, you give the total value of the improvements you made upon your farm—you say you laid out £2,500 on it?—Yes, on the farm I now reside on, on buildings alone, and £700 additional on farm improvements.

8864. That extended over some years—from some years back to the present time?—Yes. I went into occupation of it some twenty-eight years ago.

8865. You removed the old farm buildings?—Yes.

8866. And the dwellinghouse?—Yes.

8867. And most of the labourers' dwellings?—Yes.

8868. What have you built in place of them?—I built a dwellinghouse that my landlord said one of his own sons might live in it—it cost me £1,200. I built very good offices.

8869. Did you build a threshing mill?—Yes, a threshing mill supplied with machinery.

8870. They were all approved by the landlord?—They were.

8871. I believe you also built some labourers' dwellings?—I did.

8872. What sort are they?—Good cottages—each having a kitchen and room boarded, and a little boarding upstairs.

8873. Are they slated cottages?—Yes.

8874. How many labourers have you on the holding?—I have eight labourers' cottages; but there are only six occupied at present.

8875. What rent do they pay?—Nothing.

8876. You put them into the cottages as labourers as part of their wages?—Yes.

8877. Have they gardens?—Yes.

8878. How much?—From ten to fifteen perches each. Here is Griffith's valuation of the farm, including the buildings, in 1858 and the present valuation for 1880; and, if you compare them, you will see the valuation in 1858 was £163, and the present value is £190 10s., so that my buildings are charged £27 10s. in addition to the buildings existing previously, so that they must be pretty good. (Witness hands in copy of valuation.)

8879. The cottages were not slated in 1858?—No.

8880. The O'CONNOR DON.—The farm of which you are now speaking was not the farm you sold and which you spent the £1,200 to £1,300 on?—No.

8881. This is a farm which you hold still?—Yes.

8882. Mr. KAVANAGH.—On which of the farms was

it the increase of rent was put?—The farm I sold. I have got a lease of this one. I think the lease had forty-eight years to run when I came in. I bought it from the previous tenant.

8883. Mr. SHAW.—How much money did you lay

out on the farm you sold?—From £1,200 to £1,300 with my own hard work—for I did work hard in my time.

8884. In the estimate of £1,200 to £1,300 do you include your own labour?—I do not.

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Mr. Joseph Alexander.

Mr. W. J. HANNA, Whitehouse, Carrigans, examined.

Mr. W. J. Hanna.

8885. CHAIRMAN.—You are a tenant holding one farm under lease and another under fee-farm grant?—I am.

8886. What is the size of your farms?—The one I hold under fee-farm grant is, I believe, fifty-six acres according to Griffith's survey. The leasehold is twenty-eight or twenty-nine acres.

8887. The leasehold is portion of the Montgomery estate?—Yes. That is of the portion they succeeded to as heirs of Sir Robert Ferguson.

8888. Who is the present owner?—Captain R. J. Montgomery.

8889. Who is the agent?—Mr. Waller of Londonderry. He is the person to whom I pay the rent.

8890. You were not in the room during Mr. Alexander's evidence. Perhaps you would mention shortly what alterations you would suggest in the existing law as it affects holdings under the Ulster custom?—I would just say, as it is well known, and I think generally conceded, outside of landlord circles, that the tenant really owns in improvements a very large proportion of the fee-simple value of the land, that there ought to be some arbitration that would define the exact ownership of each party, and that the rent should be in proportion to the interest found as belonging to each.

8891. You suggest, first of all, an arbitration to decide the respective interests of landlord and tenant?—Exactly.

8892. I suppose there is no doubt, that if that could be arrived at, there would not be much difficulty afterwards?—I think not.

8893. Providing each had his share protected?—I think so. That is the vital point; but, of course, as long as rents are raised, and the tenant has no voice whatever in the naming of a new rent, but that it is forced upon him under pressure of a notice to quit, is just where the trouble lies.

8894. You think the trouble would be got over if the rent could be fixed permanently or subject to periodical valuations by arbitration?—Yes; if the constitution of the court of arbitration was such that each party would have a voice.

8895. The usual mode of arbitration would be, each party to name one arbitrator, with an umpire appointed by both?—Exactly; each party selecting his own arbitrator, and an umpire to be chosen by the arbitrators. For instance, I do not think it would be necessary, if there were a number of arbitrators on an estate, or on an electoral division, that there should be a separate umpire for each arbitration; but that the arbitrators might select one umpire to act in all the cases, and I should think that with fair-minded practical men as arbitrators, there would be many cases in which there would be no necessity for appealing to the umpire, but that the two arbitrators would be able to agree upon a decision.

8896. Do you think it would be desirable to have some experienced men appointed by Government in various parts of the country, from whom to select an umpire?—I do not. There is a general feeling that the appointees of the Government would be more or less under landlord influence. That is the general feeling throughout the country.

8897. Mr. SHAW.—Those men would not be appointed by the Government, but some department, to be constituted permanently, would have a staff of skilled men, acquainted with the value of land, from whom an umpire could be selected if the parties wished it?—That might be well, as far as the umpire is concerned as a last resort.

8898. CHAIRMAN.—You will observe that it would only be in case the arbitrators could not agree upon

the appointment of an independent person as umpire that they would have to fall back upon this body of men—if they can agree upon an outside man as umpire, let them do so; but in case they do not agree, then, as Mr. Shaw says, let them select one of those men who would be appointed not by Government but by some permanent department?—Well, if it would be a thoroughly disinterested board that had the selection of them it might meet the case; the important point is, to have them perfectly disinterested persons, and independent of the landlord or tenant, who would decide the matter equitably on the evidence before them.

8899. If the arbitrators could agree on a person as umpire you think that would be the best?—My idea is to have an arbitration that would be really an impartial one, whatever way it might be come at.

8900. Mr. SHAW.—You think that if the arbitrators were able to select their own umpire the parties would be more likely to be satisfied?—I think so, because there is a general feeling throughout the country that any appointee of the Government would be more or less under the influence of the landlords.

8901. The whole object is to give satisfaction, and have it settled without after-grumbling?—Yes.

8902. CHAIRMAN.—Where the two arbitrators differ in their view of the case, and are called upon to agree on the appointment of a person as umpire, sometimes one or the other will not agree to the person, and so keep the whole thing standing over—it was to meet such a case as that that it was suggested to have a staff of skilled persons, acquainted with the value of land, from whom the umpire should be chosen in case the arbitrators could not agree on the appointment of an independent person?—I quite fall in with your idea that the umpire ought to be a skilled man, and ought to be a man acquainted with the chemical qualities of soils and all that sort of thing, and possibly an ordinary man taken up by the tenants, or an ordinary man from the rank and file of those valuers that are going round now perhaps might not be a judge of that. I know a great many valuations have taken place by looking at a farm from the roadside, the rise of rent being generally determined at the estate office beforehand.

8903. Suppose two railway companies have a difference they leave it to arbitration, and if the arbitrators differ it is left to a person appointed by the Board of Trade, and they are generally well satisfied with his decision?—As between two railway companies I do not see any reason why they should not be satisfied with the decision of the officer of the Board of Trade, as they come before him on a perfect level as regards their respective rights, but I believe there is a very general feeling on the part of the tenant-farmers—some of whom of course are more or less ignorant, and others more or less enlightened, that any umpire appointed by Government or by a Government bureau would not be free from pressure on the landlords' side, that is the general feeling. I do not know if I have made myself clear.

8904. I suppose you think it would be no harm to have such a body of men in case the parties wished to appeal to one of them?—I do not.

8905. But you think if they could agree upon some local man it would be better?—Yes. I quite agree with the president that the umpire, and indeed all of them, should be well skilled in the qualities and value of soil—practical men as well as chemists.

8906. You would have no trouble at all in getting the two arbitrators?—I think not.

8907. The third man is the difficulty?—I think so. The third would be the man all the trouble would be to get, such as both parties could place confidence in his judgment and impartiality.

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Mr. W. J.
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8908. I see by the notes which you furnished that you think the scale of compensation in the Land Act is not a sufficient security for the tenant to prevent the raising of rents?—I think I said that for the indolent and thrifless tenant the compensation is sufficient. In my view the compensation is oppressive on the land lord in the case of such a tenant. A careless and idle tenant is a nuisance in the country, while the really hardworking tenant does not get anything like adequate compensation, if his case comes into court—not the half of what he ought to get.

8909. Is not evidence given to the County Court Judge as to the condition of the farm?—In this part of the country if you go into the Land Court you must go in under the Ulster custom, and as I understand the law, not being a lawyer, you must first give up your farm altogether, and go in for the tender mercies of the law, having bereft yourself of your holding; and the industrious tenant where his improvements are exceptional and extensive, is not allowed to show in what respects his farm differs from the ordinary holdings around him. The landlord comes in and brings a lot of cases—cases of thriftless, good-for-nothing, farmers who had to sell of course for a low price. The tenant on the other hand brings forward a lot of extreme cases on the other side, and the Judge, not knowing much about the matter, splits the difference or something of that sort, and that is the way the decisions are made.

8910. You refer also to the fact of the Judge not having an opportunity of seeing the holdings, and probably having so many cases that he would not be able to do so—he is therefore obliged to trust entirely to the evidence which is given before him?—Yes, there are a number of witnesses brought up who mention a lot of extreme cases on the one side, and on the other that perhaps have very little, if any bearing on the case.

8911. Mr. SHAW.—Even if he were to see the place perhaps he would not be able to judge?—Very probably he would not—not being a practical farmer; and consequently even with the best intentions it is very hard for him to arrive at a correct decision.

8912. You think it would be better to avoid coming into court at all?—Yes. A friend of mine has just reminded me that under the Land Act as it at present stands, the value of the tenant's claim is liable to be reduced very much by the power the landlords have of putting on their own rents, and that they generally enforce them under a notice to quit, and of course that makes the tenant's interest a very indefinite quantity. Virtually the tenant has no option whatever as he must submit.

8913. CHAIRMAN.—Is there a fear amongst the tenants in your district, that if they went on improving they might lose the value of the improvements, and by a rise of rent lose the value of the tenant-right?—Exactly.

8914. Under the Land Act there is compensation secured for improvements if the tenant elects to go upon these clauses of the Act?—Just so, and in some cases they do, but if you take into consideration that the majority of tenants in this country are persons not accustomed to keep accounts—they work away, pay away their money, but keep no account of it—they have a general idea in their head of the value of their improvements, but that is all. For a man to come into court with such evidence as that, where you are kept to a strict rule of evidence, simply puts him out of court.

8915. Mr. SHAW.—The landlord is able to bring up evidence to support his side of the case?—Oh, yes; the landlord has everything kept in shape.

8916. It is an unequal fight?—It is. The tenant is an ignorant, illiterate man; the landlord has everything in proper order. His accounts are kept by method, and he is prepared to come in with his evidence the moment the case is called.

8917. CHAIRMAN.—What was the term of your lease?—My present lease is for thirty-five years, from

the time it was granted. It will terminate in 1912. I wish to state this case of my own. I never made any money off land in my life. I have been a merchant to the present time, and any money I expended on land has been made from other sources. My father lived as a farmer, and all the money he made off his farm was expended back upon it. I lived in another country, and not being in strong health, I came home to spend the balance of my days here. I paid my father for his farm, and as I wished to give as much employment as I could I went on with various improvements. Now, observe what they did. In 1875 they sent a valuator and they increased my rent from £17 a year to £28 2s. 11d. This little farm of twenty-nine acres, when my father originally took it, was composed of little patches of arable land here and there, mixed with rocks and stones; it had no fences. My father went on improving it from the time he got it until 1874, when I bought it. I paid him £300 for his improvements. I set to work on the further improvements which I thought necessary in order to make it an arable farm within the meaning of the term in this part of the country—that is, to make it capable of being cultivated with the plough—because to work a farm in the old-fashioned way by spade it is in effect to get back only a shilling for every eighteen pence you expend. This land was full of rough rocks, stones, and whins. I removed them. I built the walls you see on this map. [Witness produced a map of the farm.] You see these walls—they are all built with four feet base, and brought up to fourteen inches at the top, and then coped; you see, I divided the farm into square fields. I opened a road to reach the fields, put up gates, and improved the labourers' cottages. My labourers have gardens of a rood a piece, and I give them privilege over another rood.

8918. CHAIRMAN.—They pay no rent; it is part of their wages. Such was the state of things in 1875 when this valuation was made, raising me from £17 to £28 2s. 11d. There is another grievance. I find that when the estate was surveyed there was 29a. 0r. 10p. put down as the area of my holding by the surveyor, whereas I never could find more than twenty-one or twenty-two acres in it. I expended on one field of that farm—a field of six acres—a sum of £181. If I have to sell a crop I sell by the Cunningham acre; but when the rent is put on it is calculated by the statute acre. To give you what that farm cost me to remove the rocks and stones, I kept an account; one portion, containing 2a. 3r. 22p., cost me £172 11s. 2d.

8919. Removing rocks and stones?—Yes, and bringing it into cultivation; and there is nothing charged in that account for my superintendence, although I spent a portion of every day in the field.

8920. You spent a great deal of money upon it?—I did, but those fields are now in excellent condition, with a top soil upon them of eighteen inches deep, the rocks are all removed. When I got it a great portion of it was full of rocks, whins, and crags, so that a man could not ride a horse on it. It is now all capable of being ploughed.

8921. You got a lease of it?—I did.

8922. For how many years?—They said they would give a lease for sixty-one years, but when it was drafted and sent to Mr. Montgomery, he was found to be tied up by settlements, so that he could only give thirty-five years. That farm cost me a sum of £782 5s. 3d., including the £300 I gave to my father. According to this survey of the landlord's there are twenty-nine acres in the holding. I have not calculated how much an acre, or how many years' purchase my expenditure amounts to, but these are improvements that will last all time, with this exception, that on rocky and whinny land for a certain number of years there is a continual outlay to keep down the rocks. This land was full of rocks; in some places I had to sink pits nine feet deep, in order to bury the rocks and stones, and cover the surface with clay, brought from my own farm of Whitehouse, so that virtually I may say, I made the land, and yet after all this the landlord comes and claims £28 a

year, and after two years quarrelling with him, or rather with his attorney and agent—for I have never seen himself, he at last granted me a lease for thirty-five years, from 1877, at £25 a year—that is an increase of 50 per cent. on the previous rent, which was fully equal to the value of the land at the time I got it. My father expended not only his money, but the energy of his life upon that land, and if it had not been for what he and I did, it would not be worth 2s. 6d. per acre now. There is a portion alongside of it unreclaimed, and it is not worth a shilling an acre, it is so full of rocks and whins. Now I ask you, calculate the interest upon my outlay, and add it to my rent, and you will see that I never can recoup myself. I have brought forward my own case, because I have the facts ready in form to lay before you, but I bring it merely as an illustration. There are many other cases of equal hardship. I mention this case, because Mr. Bence Jones, and some other people are writing to the papers, and asserting that improvements by tenants are only a myth, and that in fact the landlords had done all the improvements.

8923. Mr. SHAW.—He meant in the south?—It may be so in the south, but I have never known landlords to lay out a shilling on improvements in my part of the country, except in one instance where a bog was attempted to be reclaimed, but virtually spoiled.

8924. Are there any restrictions in the lease you got?—No, I would not take the lease until he inserted a clause that whatever rights the law gave me at the end of the lease should be secured to me. He wanted me to waive my tenant-right, but I refused.

8925. He wanted you to do so?—Yes. I told him that if he gave me what I paid for it, he might take his farm for I did not want it.

8926. You will have your tenant-right when the lease expires?—Yes, unless he destroys it by raising the rent.

8927. There are no restrictive clauses?—Yes, this one that I did not understand at the time. I am bound to keep the said demised lands, and all improvements made, and to be made upon them, in good order, repair, and condition, and at the end of the term to deliver up same to the landlord, the said demised lands and all improvements made, and to be made upon them in like good order, repair, and condition. I did not notice at the time I got the lease, that that clause was in it regarding improvements.

8928. Are there many leases in your district?—No, there are few or no leases in my part of the country.

8929. Therefore there is nothing to prevent the rent being raised?—Nothing in the world to prevent him raising the rent to such a figure as would swallow every shilling of the improvements made by the tenant.

8930. The question of rent is the great difficulty?—It is the great difficulty. It is the uncertainty with regard to rent that keeps back the prosperity of the country. If the tenant was sure of the outcome of his own industry and outlay—the same as he would in any other class of business—he would work night and day to improve his land, and develop the resources of the country. There would be no call for people to leave the country and go elsewhere in search of employment, for there would be plenty of employment at home.

8931. There is plenty of room for improvements at home?—Plenty; and plenty of capital to do them, and even in case all tenants have not got the capital themselves, their neighbours have it, and they would like to invest their money in the country if they had security.

8932. If there was an honest tenant-right?—Yes; such a tenant-right as would be a defined and saleable interest.

8933. Mr. KAYANAGH.—Do you think that would be as satisfactory as the scheme of a tenant proprietary?—I think it would disturb society less. More im-

provements would be made upon the land. The landlord would be more secure in his rent, and would get his rent without any trouble, so that it would be much better than the present state of things, even looking at it from a landlord's point of view—instead of the State having to borrow a lot of money and disturbing the country financially, the landlord would be the capitalist and the tenant would be paying him the interest upon his money, which would be a thing fixed and defined, and anything that the tenant did—any improvements he made, would go to increase the prosperity of the tenant, to improve the security the landlord had for his rent, and to advance the resources of the country.

8934. Mr. SHAW.—Insecurity is the great defect in the present state of things?—Yes; the insecurity—the fear of the landlord being able at any time to come down upon the tenant and increase the rent to any extent he liked.

8935. Is there much rent-rising going on in your neighbourhood?—I know a case on the Duke of Abercorn's estate in my own neighbourhood of a farmer dying, and his sister or sister's husband succeeding him as tenant under a rise of rent from £103 to £120.

8936. Was that on the occasion of a lease dropping?—I don't think there was any lease.

8937. It was the case of the death of a tenant?—Yes, and his brother-in-law coming into possession.

8938. CHAIRMAN.—Could you give us the name of that tenant?—Well, I would rather not—I would prefer not to interfere in a case upon the Duke's estate.

8939. The O'CONNOR DON.—How long ago was the rent of that farm raised before?—In 1857 or 1858. I think the lady told me it was raised at that time from £86 to £103.

8940. Mr. SHAW.—You would not object I suppose to a fair periodical advance of rents?—I would object to giving the landlord anything that did not belong to him. The landlord's interest ought to be defined, and if the rent is fixed upon the basis of a certain scale of prices of produce, and that the prices afterwards advance, the landlord's fixed rent will not buy as much as before, and of course the rent should be advanced.

8941. That also is Mr. Alexander's view?—Yes. The landlord should participate in the advance if prices rise; and, on the other hand, if they fall he should divide the fall with the tenant. They are both partners, drawing the same produce from the same soil.

8942. Do you think the future prices of produce are very uncertain?—I do.

8943. There are so many circumstances to be taken into account?—Yes. But on the whole my opinion is that the prices of produce generally in this country will not materially decline. I do not think beef of first class quality like what we raise here will fall materially in price, because there is no country can raise more than a certain quantity of first class beef. At the same time, second class beef, of course, has its bearing on the market, and America can ship immense quantities of second class beef.

8944. CHAIRMAN.—Have you any knowledge of your own of the state of things in America?—I lived twenty-one years in America.

8945. Mr. SHAW.—Was that before the recent sending across of cattle?—The exportation of cattle from America to the United Kingdom had not commenced at that time. My business, when in America, was exporting flour and dead meat, pork, lard, and things of that sort, drawing our supplies from the Western States.

8946. You do not think prices will go much lower?—I do not think they will.

8947. Nor much higher?—No. I don't think they can advance much. I do not think there should be any revisions of rent inside of twenty-one years, and prices should be averaged between one revision period and the other, and not two or five years average, but

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of the whole time, because the farmer, like every other business man, must take the chance of business for a certain period, and if you permitted them to have the rent revised whenever they asked for it, there are many troublesome people who would be continually asking for revisions of rent. We want quietness and security.

8948. A portion of the land you hold is in fee-farm?—Yes.

8949. Your father bought it, I suppose?—No. I suppose it belonged to our family for the last 200 years.

Mr. John
Gamble.

Mr. JOHN GAMBLE, Londonderry, examined.

8953. The O'CONOR DON.—You live in Londonderry?—Yes.

8954. Are you in business in the town?—Yes. I am in the seed trade.

8955. Do you also hold some townparks?—I hold two farms as executor under a will.

8956. You call them farms?—Yes; but I do not want to give evidence with regard to them. My evidence on the tenant question generally is similar to what has been given by Mr. Alexander and Mr. Hanna; but I wish to mention the special case of the townland of Carndonagh; it is the market town of the barony of Innishowen. I have been deputed to attend here for that district.

8957. State what the case is that you wish to bring before us?—This townland, Churchlands, in which the village of Carndonagh is built comprises 237 acres.

8958. Who is the landlord?—Mr. Wm. Rankin.

8959. CHAIRMAN.—Is he the landlord of the whole townland?—He is.

8960. The O'CONOR DON.—Where does he reside?—Quite near Carndonagh, at a place called Tearna-league. The village is built on a rock in the centre of the townland. The rock comprises 14A. 0R. 1P. The village has been built entirely by the inhabitants.

8961. By the occupying tenants?—By the occupying tenants, and there are no leases. They usually have a house and garden and a field, for which they pay a fair rent. The landlord permitted the erection of the buildings—in fact they were built with his consent, and were encouraged by him. He said he would not interfere with them at all, and in true Irish fashion they spent their earnings in building and improving their houses on their trust in Mr. Rankin's word without leases. The total number of houses that have been erected is 153.

8962. CHAIRMAN.—Dwelling-houses?—Dwelling-houses. The poor law valuation of the townland is £148, and the valuation of the buildings, £738 12s., making a total for land and buildings of £886 12s., as the value of the townland. I am told that Mr. Rankin always gives liberty of free sale—that is, one person may sell his interest to another, and have it registered by going to the office and getting the name changed.

8963. In the case of these houses?—Yes—by simply going to the rent office and having the name changed. The usual price is about twenty-two years' purchase on the Government valuation. The total tenant-right of these houses, valued at twenty-two years purchase, would be £19,505 4s., and this entire property is held with three or four exceptions at the will of the landlord. The old man is now dead; his son has succeeded him, and there is a possibility of the place being sold. As long as it is in the hands of the present family the tenants have no fear whatever, but they are in terror lest the ownership may change hands, as the entire of their interest in the property—represented by a sum of £19,500—would be at the mercy of whoever might chance to be the buyer.

8964. Mr. SHAW.—Are these people in business?—Yes, they have shops, and carry on a smart business—the village is in the centre of the barony and all descriptions of goods are sold there. Up to the present it has gone on in true Irish fashion. He was a good landlord, and the tenants were his dependents; as far as that is concerned, there is

8950. Is there much of that kind of tenure in your country—I mean tenants holding their land in perpetuity?—A few in our district. I pay a head rent of £9 4s. 7d. upon this fee-farm grant, which, I suppose, at the time the grant was made, was a fair rent. I think it was at first a lease renewable for ever.

8951. Ten pounds Irish?—Yes. The Government valuation of it now is £97.

8951A. Your residence is on it?—It is.

8952. Does it adjoin your other farm?—It immediately adjoins it.

no complaint. Their apprehension arises from the fear that the property may change owners.

8965. The O'CONOR DON.—Have they ever asked for leases?—Within the last few years they asked for leases, and leases have been promised. When I was there a day or two ago, I was shown the lease that was offered—it proposes to increase the rent, and it embodies a clause that at the termination all the improvements shall be handed over to the proprietor or his representatives.

8966. Mr. SHAW.—What is the length of the lease that was offered?—One hundred years.

8967. That is not a bad lease?—Well, in the case of a house built as these are, on the top of a rock, and where the landlord never expended one shilling upon them, they think that if the tenant keeps it in good order for a hundred years he ought to get a property in it. They consider the Land Act of 1870 gives no protection in a case of this kind.

8968. They consider they have a tenant-right in these houses, but the Land Act does not cover it?—Yes.

8969. CHAIRMAN.—Is that on the ground that they are townparks?—Yes; the tenants have bits of land, but they don't live on them—they live in the town and cultivate the land.

8970. The O'CONOR DON.—What they want is protection for the houses?—Yes; protection for their property.

8971. The chief part of the expenditure has been building, I suppose?—Yes. There is another adjacent village something similar. To show how hard it presses upon the people, and how it checks and petrifies their enterprise—some of these people live in mere hovels, who, if they had encouragement and security would build good houses. I know people myself who are living in miserable hovels, who have money in the bank and if they got encouragement would build at once.

8972. Mr. SHAW.—Is not a hundred years lease sufficient encouragement? I know houses in large towns which have been built on a ninety years' lease?—Yes, but that is in the case of a house built in a town, not a village.

8973. CHAIRMAN.—Though living in the village, you say many of them are farmers?—Yes; they are all in business of some sort or other. A number of them deal in corn and cattle.

8974. Is the townland held with the town?—Yes.

8975. And I understand there are no farmers on the townland, except people living in the town?—None; there may be an exception or two, but that is all.

8976. Is there a fair held in the village?—Yes, a monthly fair.

8977. That brings it within the townpark clause?—Yes. I may mention another case of a village a few miles distant, upon the estate of another proprietor. During the last twenty years it has grown simply by this sort of feeling between the tenants and the landlord until it has become a small town, with a weekly market and a monthly fair. They built the houses without any leases. They got the ground at one shilling or one and sixpence a foot, having confidence in the landlord that they would be leniently dealt with. That is the village of Cross, Clonmany.

8978. Is it under the same landlord as the other?—No, the landlord is a Mr. John Loughrey, J.P.,

Binion House, Clonmany. For instance, a house costing about £800 was built for a hotel twenty years ago. After the tenant's death, two years since, the executors put up the place for sale. The rent was originally £2 15s. The landlord said the rent should be £13 10s.

8979. It was raised from £2 15s. to £13 10s. ?—Yes. It was sold for £500—a little over half the cost. The increase was no doubt legal, but there will be no more building in that place under such conditions.

8980. CHAIRMAN.—Are there many houses in this village held under middlemen ?—No ; they are held direct from the landlord.

8981. Mr. SHAW.—If the first village you mentioned was sold to some outsider who might, perhaps, not recognise the claims of these persons to tenant-right it would be a serious matter for them ?—It would indeed—that is the thing of which they are apprehensive.

8982. CHAIRMAN.—Is it your opinion that the provisions of the Land Act should be extended to such holdings ?—I think the Land Act should be extended to all cases where the tenants make an outlay upon the holding. Persons carrying on business in villages should be protected as well as farmers.

8983. Mr. SHAW.—You would extend it to towns and villages ?—To small country villages I would ; but not to houses in cities.

8984. You think people who live in towns and cities are generally business persons who can take care of themselves ?—Yes. But this village, Carn-donagh, has been built on the faith the people had in their landlord, who is one of the best in the whole country—his treatment of his tenantry was indulgent in the extreme—much the same as the former Lord Leitrim who was considered one of the best landlords in the country.

8985. You mean the father of the Earl who was killed ?—I do ; he was indulgent, as a landlord, to an extraordinary degree. I might mention one or two other cases of land that came into my possession as an executor, illustrating the hardships occasioned by the power the landlords have of arbitrarily raising rent.

8986. You had better mention them ?—There is a farm over which I am executor. The man died four years ago. The rent in the old lease was £60 or £61, the farm contained 110 statute acres. The rent was raised to £105.

8987. Was it on the death of the tenant ?—No ; on the termination of the lease during the life of the tenant. The Government valuation was £77. The rent put on was £105. This was a year before the passing of the Land Act. The old man said he could not pay the rent ; he got the option of paying it or walking out.

8988. Was he not allowed to sell ?—He did not wish to lose his property. He elected to remain on. I might mention that this man had improved the land wonderfully by digging out rocks and stones—in fact a great deal of the land when he got it was full of rocks and whins and unfit for cultivation. He spent all his spare money in improving the land, and after all that had been done his rent was

raised from £60 to £105 a year. A year after the Land Act passed a lease was granted ; it was dated back prior to the Land Act, dated as of 1869—and the ordinary clauses were inserted binding him to give up possession at the end of thirty-one years. Now the grievance in this case is, that the rent was raised upon the man's own improvements, and to an amount that he could not pay—an amount that the land was unable to bear. I was obliged to sell the farm in 1878 in order to pay his debts owing to the excessive rent.

8989. Did the tenant-right sell for anything ?—It sold for ten years' purchase—but it would have fetched fifteen or twenty years had it not been for the rise of rent.

8990. Is it near a town ?—It is within four miles of Londonderry.

8991. The O'CONOR DON.—How long before had the rent been raised ?—The lease expired in 1866—it was a lease for lives, and had perhaps lasted for fifty years.

8992. Then, at the expiration of fifty years, a rise was made ?—Yes.

8993. Mr. SHAW.—The improvements had been made by the tenant ?—Every one of them.

8994. Is that the usual thing in that part of the country, or do the landlords make improvements ?—No ; the tenants make all the improvements.

8995. The O'CONOR DON.—Who is the landlord ?—The present landlord is Colonel Lyle.

8996. Mr. SHAW.—Is there tenant-right on his estate ?—Yes ; but the tenant-right is being destroyed by the raising of rent.

8997. Is that a general complaint in your district—the raising of rents ?—Yes ; and that the increase is excessive. The rents are more than the valuation. If a tenant improves his farm, his rent will be raised, and his tenant-right is swamped by the rise of rent.

8998. CHAIRMAN.—In the Land Act there is this description of townparks :—

“ Any holding ordinarily termed ‘townparks’ adjoining or near to any city or town, which shall bear an increased value as accommodation land over and above the ordinary letting value of land occupied as a farm.”

Therefore if it is occupied as a farm it does not come under the definition of townpark. Has there been any case before the Land Court on the subject ?—No ; not from our district.

8999. Were you aware that that is the definition of a townpark ?—I am aware of it, sir ; but I am also aware that there are many cases in which the County Court Judges make different decisions.

9000. Mr. SHAW.—Your opinion is, that the case of the village houses you have mentioned is a peculiar case in itself, and has elements that are not provided for in the Land Act ?—Yes.

9001. Your contention is, that they build the houses in the faith of tenant-right ?—Yes, sir. The landlord of Carn-donagh always allowed them fixity of tenure, fair rents, and free sale.

9002. But in case the landlord sells the property their right is gone ?—Yes, sir ; that is what they are apprehensive of—a change of landlords.

Mr. JAMES LAPSLEY, St. Johnstown, county Donegal, examined.

9003. CHAIRMAN.—You live at St. Johnstown ?—Yes, sir.

9004. Is that near Londonderry ?—It is in the county Donegal, within six miles of Londonderry.

9005. What case do you wish to mention to us ?—My case is similar to the one which has been stated by Mr. Gamble, with this addition, that we are under notice to quit at the present time.

9006. Mr. SHAW.—You have no leases ?—No leases. Some tenants who built lately have leases ; but a number of the tenants who have been in occupation for years have none.

9007. How many of them are there ?—I think over twenty.

9008. Had they formerly leases of their holdings ?—No ; they built the houses without leases on the faith of the Ulster custom.

9009. Are they small houses ?—Some of them are pretty large for a village—built at a cost of £100 to £250 each.

9010. It is a village ?—It is ; on part of the property of the Duke of Abercorn. No house in the village cost him anything.

9011. Is there a fair held in it ?—Only one in the year. The Duke has tried to establish a market in it within the last year—a corn market.

9012. There is no weekly market ?—No.

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9013. They built upon the faith of a custom that existed on the estate?—Yes; a custom under which a tenant, who wished to dispose of his holding, had liberty from the office to sell, and the other had liberty to buy. Now there are over twenty of us under notice to quit without that privilege.

9014. Without the power of selling?—Yes.

9015. Is it for non-payment of rent that the notices were served?—No, it is not. I am under notice to quit, and I do not owe anything.

9016. What is the reason of it?—We thought it was through the unpleasantness that arose out of the result of the last election, or from a desire to increase the rent-roll.

9017. Have you votes?—A number of us have votes. Thirteen out of twenty-five or twenty-six have votes; and we thought it was for that. However, we have not ascertained as yet what their object is in serving the notices.

9018. Were you asked for an increase of rent?—The form of the notices was this—a notice to quit otherwise the rent would be double. That is the wording of the notice.

9019. Who is the agent?—Mr. T. W. D. Humphreys; the sub-agent is Mr. James M'Farland.

9020. Does Mr. Humphreys live there?—No; he lives on the Tyrone property. The Duke has property in each county.

9021. And you say there are over twenty tenants under the same circumstances as you are?—Yes.

9022. Do they know you are coming here to-day?—They do. I represent the village.

9023. Do they hold land?—They do; some of them. Others are tradesmen—blacksmiths and carpenters, who are a great accommodation to the surrounding people, and some of them are shopkeepers. Some of them have land and some have not; but, of course, even those who have no land, shopkeepers and tradesmen, are a great accommodation to the working class of people, and to some of the farmers as well.

9024. The O'CONOR DON.—Your case is the same as

that mentioned by the last witness, with this exception, that you are actually under notice to quit?—Yes, we are under notice to quit in November, and we have no liberty to sell under the notice, whereas we thought we had under the custom.

9025. What are the present rents of the houses—are they ground rents or are they in proportion to the value of the houses?—In proportion to the value of the houses, mostly.

9026. Mr. SHAW.—Do you think it was in order to raise the rents the notices were served?—Yes.

9027. CHAIRMAN.—I believe you have two holdings?—I have.

9028. Are they both under notice?—Both under notice—I got two notices.

9029. The O'CONOR DON.—Are they both houses?—A house and land; I hold about twenty acres of land.

9030. Have you been put to any costs already in respect of those notices?—None.

9031. The reason I asked the question was, you mention in your notes two ejectment processes which involved some costs?—That was my brother's case, not mine.

9032. Is he here?—He is not.

9033. Do you know the particulars of his case?—I do.

9034. Mention shortly what his case is?—It was with regard to a little farm that he occupied. The office wanted a portion of it for the purpose of extending the market, and they would not come to terms with him with regard to the value of it. He offered to leave the value to arbitration but they required him to submit to whatever value they would put upon it, without even telling him how much they would give, and he didn't like to agree to that, so they served him with notice to quit on 1st November next.

9035. They ejected him from the whole?—Yes, from the whole—house, land, and all. He is sure to get compensation for the land under the Ulster custom, but he has no security for the money that he expended on the house.

Mr. Samuel
Osborne and
Mr. John
Steel.

Mr. SAMUEL OSBORNE, Springtown, Londonderry, and Mr. JOHN STEEL, The Park, Londonderry, examined.

9036. CHAIRMAN.—You are a tenant-farmer?—Mr. Osborne.—I am.

9037. What land do you hold?—I hold altogether 229A. 3R. 26P., in two holdings, one of which I hold directly under the Irish Society; the other is on the property of the Society, but there is a middleman between us.

9038. Have you any complaint to make as to the mode in which the Irish Society manage their property?—I think all my complaints are embodied in this paper [produced] of February, 1854, an extract from which I shall ask your permission to read. I do not think there has been any improvement in the Society's management of their estate since that time. The management of the property of the Irish Society and of the other London corporations, who have estates in Ireland was investigated very fully on that occasion before a Royal Commission which took evidence in London.

9039. In 1854?—Yes, before a Royal Commission of which the late Right Hon. Henry Labouchere was chairman. There is one special case which is in itself an illustration of the management of the Society—the case of Mr. Babington whose nephew, I believe, will be here before you to-morrow. He says:—

“In the year 1832 I got a sixty-one years' lease from the Irish Society, they bound me to lay out £750, and they gave me seven years to do it. I did it within the time and got a certificate from their agent that I had fully performed my contract. Having a larger farm than I at first intended to hold upon my hands I wished to lay out a much larger sum and I went on laying out a considerable sum of money. I had laid out over £6,000 upon it. I have memorialized the Society at times for an extension of the lease; they always treated me very civilly when they came over to the country, and approved of my buildings. The last time I applied to

them I stated the case very strongly, and said as they were trustees for the plantation, as I had laid out so large a sum I would take it as a favour if, having spent so many years in making the improvements, they would make up my term to my original grant of sixty-one years. The answer I got from their secretary to one of my memorials was this:—‘In reply to your memorial, I beg to inform you that the Honourable the Irish Society have come to the following resolution—That a new lease be granted to you for fourteen years, to commence from the expiration of your present term at the rent of £162 19s. 2d. (I then paid £112 19s. 2d.) ‘upon the distinct understanding that a clause shall be inserted for the tenant-right to be waived or given up, and the whole of the buildings thereon, or to be placed thereon, with all the improvements on the land, &c., are to be the exclusive property of the Irish Society at the expiration of the term.’”

9040. That was Mr. Babington's evidence given before the Commission in 1854?—Yes; and my case is similar to it.

9041. Mr. KAVANAGH.—Your case is the same?—Almost identically the same. When I took my farm originally it contained 152A. 1R. 30P. Forty acres of that are bog. It was given to the tenant who previously held it on the distinct understanding that it was to be drained by the Society, and upon that understanding the same rent was paid for it as for the land adjoining. That undertaking was never carried out, from the fact that there were mills in the neighbourhood, and the water would not be allowed to pass under the mills. I then purchased the farm, but the moment I attempted to drain the forty acres I was served with a notice to quit by the Society.

9042. Mr. KAVANAGH.—Do I understand you to say that it was on account of the mills that you were prevented from draining the forty acres?—Yes; but I secured the good-will of the miller, and also got per-

mission from the Railway Company, but I had to desist operations when I got a notice to quit from the Society.

9043. Was that notice to quit served upon you in order to prevent you from draining?—No; I think the Society did not understand it.

9044. What was the object of the notice?—Well, the Society are not favourable to tenant-right; they do not understand it. They are English gentlemen.

9045. They did not understand tenant-right?—Yes. After I purchased the farm, they said they must have a revaluation. I submitted to that, and the farm was raised from £60 to £62 2s. 6d. That, you will perhaps say, was not much of a rise, but the draft lease of fourteen years was sent to me with an express covenant to waive my tenant-right—just what Mr. Babington complains of in the passage I have read. Refusing to do that, they asked me to submit to another valuation, which I declined to do, feeling that one valuation in twelve months was quite enough; but they carried it out, and the result was my rent was increased to £113 2s. 6d.

9046. From £62 2s. 6d.?—Yes.

9047. The O'CONNOR DON.—How long ago was this?—In 1874. I may mention that I had two valuers on my own account—one of whom estimated the value at £72 2s. 6d. This case raises an important question about valuers, and illustrates what six of them will do within twelve months. I told you the result of their first valuation was £62 2s. 6d. One of the valuers I employed made it £72 2s. 6d.; another valuator made it £76, with half the county cess returned; a third valuator made it £85 1s. 11½d.; the fourth £113 2s. 6d.; and the fifth (the Irish Society) £103. I went to London and waited on the Society, and explained the circumstances to them, and with what result?—They say I may take the farm at a rent of £103 per annum as tenant-at-will—that I should have seven days to consider the acceptance of that offer; that, failing acceptance within seven days, I should be required to give up possession; and, failing to give up possession, their solicitor would be instructed to take steps to recover possession from me. I say the Society—who are a fluctuating body of gentlemen, many of whom are unacquainted with the circumstances of their property—did this in ignorance.

9048. Mr. SHAW.—Have they an agent here?—Yes, and a valuator too; but I think they were misled by their valuator's statement to them. I again say I do not blame the English gentlemen at all. I have always been treated very kindly by them when I went over; but I say they have been misled.

9049. Who is their agent?—Mr. Plunkett—a gentleman who will be here before you to give evidence, and Mr. Hart is the valuator. Now, having got that "squeezer" from the Society in London, and knowing that the Land Courts here are so uncertain, I did not know exactly what to do; and I instituted a movement through my friend the late Professor Smyth, and Mr. Lewis, who also stood friend to me, and Mr. Law, the member of Parliament for the county. I supplied them with the facts; but we found that on the point of the land tenure, my case was very uncertain; but on the point of account-keeping, we might bring them to bay. The land laws in this country are very uncertain, and the Irish Society have plenty of money to fight; so that very few tenants will venture to go to law with them. I will give you an instance (that of Mr. Gilliland) how they fight a case—they fought the case, first, on the ground that it came under the town-park clause; secondly, on the ground of the surrender clause of the lease; and I think there was a third point on which they also fought it. However, it came before the Chairman of the county. They had the Solicitor-General down—heavy metal for a tenant to have to meet.

9050. Did they bring the Solicitor-General before the Chairman?—They did. The Chairman awarded under the Ulster custom. The Society appealed from the Chairman's decision, and the Solicitor-General was brought down for the appeal before the Judge.

9051. The O'CONNOR DON.—What was the result of

the appeal?—The result of the appeal was that the Ulster custom was substantiated, but a slight reduction was made in the award. I want to prove to you that it is difficult for a tenant to come into court against his landlord, owing to the expense of litigation, and the uncertainty of what the result may be; but it is far more difficult and hazardous for a tenant to fight against a powerful corporation like the Irish Society, who have large funds at their disposal.

9052. But the principle of Ulster tenant-right, you say, was established by the appeal as existing on the estate?—Yes; we were glad of that.

9053. Mr. SHAW.—How did you fare yourself?—With regard to myself they said, "We will have an independent valuation," and they brought the valuator down. I should state that I offered to leave my case to arbitration. This valuator put 50 per cent. increase of rent upon me. I complain that such an increase of rent should be put upon this farm, on the ground that it was an increase made upon the improvements done by the tenant. Every item of the improvements upon that farm was done by the tenant—he built the house, reclaimed the land, built the offices, and altogether something like £900 was expended on the farm by the tenant.

9054. Was that all within the Company's knowledge?—Well, I won't say that, because they are a fluctuating body.

9055. Mr. SHAW.—Don't they come over to this country every year?—They do. I have been counting up the time they have been in the habit of staying in Londonderry. I believe it is about three hours each day for three days—that is nine hours every year. At the same time, it is but justice to the members of the Irish Society to say that they are very civil and kind when you go over to them. They will hear most courteously what you have to say, and you will very often get your case altered to your satisfaction by laying the circumstances before them. It is due to them to state that. I should tell you also that the notices to quit which they send down—I have three of them—they do not act upon them to the full extent when you are able to explain your case satisfactorily. I have to complain, however, that the Society are trenching upon the Ulster custom; and the tenants in 1875 passed a resolution protesting against the action of the Society in that respect.

9056. Has that been increasing since the passing of the Land Act?—It has.

9057. Is your farm far from the city?—It is only a mile from Londonderry. I would be glad if any gentleman would come and see it.

9058. The O'CONNOR DON.—Does it come under the definition of a townpark?—I hope not.

9059. You live on it?—I do.

9060. Mr. KAVANAGH.—You have mentioned that the tenants of the Irish Society came to a resolution protesting against the action of the Society in trenching on the Ulster custom?—Yes. On that subject I wish to lay before the Commissioners the following statement:—

"THE IRISH SOCIETY AND THEIR TENANTS.

"A meeting of the tenants of the Irish Society and others interested in a satisfactory adjustment of the relations between that honorable body and the citizens was held in the City Hotel on Saturday, the 23rd October, 1875, at half-past two o'clock. Alderman Joseph Ewing Miller, M.D., J.P., presided.

"Moved by Mr. John Steel, Parks, seconded by Mr. John Kerr, and unanimously resolved:—

"That we deprecate the conduct of the Hon. the Irish Society in forcing their tenantry to accept leases, with unusual and exceptional clauses, with the concealed intention of destroying our tenant-right, as by law established, and we also view with alarm their unprecedented and open attacks upon tenant-right, by undue interference at the sale of holdings upon their estate, such as occurred at the sale of the farm of the late Joseph Torrens. That we respectfully submit that our rights are threatened to such an extent as to justify us in making an appeal to our county members and the member for Coleraine, in order to secure their Par-

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Mr. Samuel
Osborne and
Mr. John
Steel.

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liamentary co-operation with Mr. Lewis in carrying into energetic action their promised, anxious, and most serious consideration of the constitution of the Irish Society and the great question of tenant-right.

"Moved by Mr. Francis O'Neill, seconded by Mr. R. J. Alexander, and unanimously resolved:—

"That a copy of the foregoing resolution be sent to each of the county members, and also to the member for Coleraine, and that the different tenant farmers' clubs throughout the county should also receive a copy of the resolution, and be asked to co-operate with the tenants of the Irish Society in bringing about the desired reform."

9061. With regard to those resolutions about what number of tenants were present at the meeting?—A large number of the tenantry.

9062. Do you give it as your evidence that that is the opinion of the majority of the tenants of the Society?—I do. On that subject I wish to lay before the Commissioners a notice which was issued by the Society on the occasion of the sale of a farm by Mr. Steel:—

"The Hon. the Irish Society's Office,
"Londonderry, 12th June, 1880.

"SIR,—You are hereby required to take notice that the Honorable, the Irish Society, reserve to themselves the right to accept or refuse as tenant the purchaser of the interest of John Steel in the farm occupied by him at Killea, and also the right of revision of the rent of said farm, and you are hereby required to state this at the sale of said farm.

"(Signed), ARTHUR C. PLUNKETT,
"General Agent.

"To Mr. Walters, Auctioneer, Londonderry."

9063. Was this document read by the auctioneer at the time of the sale?—Mr. Steel.—No. I would not allow it to be read. I stopped the sale, and would not permit it to be read.

9064. It would have been better if the notice had stated the amount of rent which they would require the incoming tenant to pay?—Much better.

9065. Mr. Osborne.—I consider my own case is also an example of the action of the Society for the purpose of destroying tenant-right. A revaluation of my farm was made in 1874 immediately on my purchase of it, and that operation of a notice to quit, and the resolution in London requiring me to agree to their terms, of a highly increased rent, within seven days, on pain of giving up possession, is I think a serious invasion of the Ulster custom. My idea of the Ulster custom differs a little from that given by other gentlemen. I believe it is the logical outgrowth of the conditions of the Plantation articles between the English and Scotch settlers who came over here, and the landlords of the estates. Those conditions have not been observed by the Society.

9066. What are the articles you refer to?—One of them is that the Society shall not demise any of their lands to tenants at will, but on lease, fee-simple, or perpetuity. Another is that no uncertain rents shall be reserved, but that same shall be expressly set down. I will send you a copy of those articles.

9067. By those articles the tenants were given a distinct interest in the land?—Quite so.

9068. Can you tell us when those articles originated?—In 1613.

9069. At the time of the grants to the companies?—At the time the five counties were escheated in Ulster.

9070. The O'CONOR DON.—Do the Irish Society expend much money in improvements on the estate?—They were induced at one time by their surveyor to build farm-steadings, and they did so; but I may say their surveyor robbed them, and after that they never did the same thing again.

9071. They allowed their tenants to build and im-

prove?—They did; and then increased the rent upon the tenants' improvements. My father's case is mentioned in the evidence given before the Labouchere Commission. It was mentioned by Sir Robert Ferguson. He was asked:—

"Are the affairs of the Irish Society of a very complicated kind?—Every Irish proprietor's affairs are of a complicated kind in dealing with a large tenantry. The questions of tenants' arrangements, and tenants' rights, are more complicated than any person without experience can form any idea of. If any person can imagine an Irish property changing its landlord every year, they can form an idea how overwhelmed the Irish Society must be every time a new man goes over, in meeting the applications made to them.

"Do you believe that the tenants whom the Irish Society have in the town of Londonderry, are worse off in their relation to their landlord than tenants in Belfast?—The tenants of the Irish Society living upon terminable leases in the town of Derry are much worse off than those of any other proprietor, whatever, whose estate I have ever known. They are worse off, not as regards their personal comforts or their expenditure, but they are worse off in the manner in which they are treated, and the uncertainty in which they are as to how they will be treated should anything happen. They cannot form the most distant idea why a thing is granted to one person, and why it is refused to another. A person in my own immediate neighbourhood living upon part of their property which at one time was under the Corporation, had been for a long time memorializing them, either to let him build, to give him a lease, or that they should build, and that he would give them a percentage upon the building. The Irish Society have given up for the last two or three years, the practice of sending over deputations, but they send over what they call visitations. Five or six of their members, as many as their agent's house will hold, come over, go through the estate, examine it and look at everything and talk with everybody. This man came when they were engaged upon this visitation. He thought he had made a favourable impression. When they went back this year, at the first Court held after they went back, he got an answer to say that having considered his memorial, and the proceedings upon it, they had come to the resolution to give him a notice to quit. The man was in a great fright at this, and he came over to London to the next Court. When he came to the Court, instead of a notice to quit they made him some arrangement for building his houses and sent him back again."

For my own part I believe that notice to quit was the work of the agents here and that the Society knew nothing about it, because when I went over and explained the case to them they were friendly enough. Their surveyor mispent the money which he had been entrusted to lay out on the property, but the Society recouped me by giving me £150 in hand, and laying out £320 on the buildings and making them suitable.

9072. Mr. KAVANAGH.—Then the Irish Society recouped you fully?—Yes. That settles the former question, but they have not settled the last matter, about preventing my drainage of the portion of the farm I had from them. If it had been a private landlord he would have assisted instead of thwarting me in the way they did.

9073. What has become of the notice to quit?—That last notice has been the means of adding 50 per cent. to my rent.

9074. Would the tenants purchase their holdings if they got an opportunity?—I am sure they would.

9075. Could they pay one quarter or one-third of the purchase-money, if the remainder were advanced by Government?—I think most of them would make an effort to do it.

9076. The uncertainty you speak of as regards what the rents may be, is I suppose a hindrance to improvement?—Undoubtedly. Like all corporate bodies they don't understand the circumstances.

9077. Mr. KAVANAGH.—Will you send me the articles of the Plantation to which you referred just now?—I will.

Mr. STEEL examined.

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Mr. Steel.

9078. The O'CONOR DON.—Do you agree generally with the evidence of the last witness?—I do.

9079. Have you anything special to add to what Mr. Osborne has stated?—Nothing. I merely wish to send in that notice, which I received from them at the time I wanted to sell.

9080. How many acres are there in your farm?—It is only a small farm I hold under the Society. I occupy upwards of 400 acres altogether, but only thirty-nine of these are held under the Society. I am glad I do not hold any more under them.

9081. How much were you going to sell?—Thirty-nine acres.

9082. And the notice which has been already read was served on the auctioneer?—Yes.

9083. It prevented the sale being completed?—It did. I could not get a bidder, and I withdrew the sale.

9084. Had you bought that farm yourself?—I had.

9085. Did you pay money for it?—Certainly.

9086. With the Society's knowledge?—With the agent's knowledge.

9087. Has your rent been increased?—No, there has been no rise on me. I have no lease, and never had for the last fifteen years.

9088. How much is the rent of the thirty-nine acres?—The rent is £14 6s. 6d., Government valuation being £12. In 1870, on getting twelve acres of mountain, value 5s., rent was raised to £15 14s. 5d. There is a great deal of rough land on it. It is three miles from the town.

9089. You have not improved the rough land?—I have not. I have improved the other part of it. When I bought it it would not produce anything, and there was two and a half years' rent due. I now consider it worth double what it was when I got it.

9090. Was the two and a half years' rent paid to the landlord out of the purchase-money?—It was.

9091. Is it one of the advantages of tenant-right that the landlord is always sure of his rent?—Yes, the tenant-right gives him security for the rent.

Mr. JAMES M'GLINCHY, Kindrayhead, county Donegal, examined.

Mr. James
M'Glinchy.

9092. CHAIRMAN.—You are a tenant farmer holding 120 acres of land?—Yes. I hold two farms; they both would comprise that number of acres—between sixty and seventy acres each.

9093. Who are the two landlords under whom you hold?—Mr. James Steel Nicholson—I am happy to say one of the best landlords in the country. I have no grievances to complain of as regards him.

9094. There is no grievance to complain of in your own case?—No, not as regards the holdings I have at present, but there is a grievance as regards the holding upon which I was reared, which is not in the same barony at all.

9095. What is the grievance as regards that holding?—Increase of rent.

9096. Who is the landlord?—Mr. William Young, of Mount Hall.

9097. Mr. SHAW.—When was the rent increased? My father took the farm in 1820—the rent was then about £16. It was a mountain farm.

9098. What was the date?—1812 or 1820. I am not sure which.

9099. CHAIRMAN.—It was a rough farm?—A mountain farm.

9100. What was the rent?—£16 a year. It was a pretty large farm. He built a dwelling-house on it and reclaimed it. It had all to be reclaimed from the barren mountain.

9101. The O'CONOR DON.—Did he get a lease of it?—He did—for twenty-one years in 1826.

9102. When that term expired what happened?—I do not think the rent was increased till 1847, when it was increased to £25 in the famine year.

9103. Was there a renewal of the lease?—No. He went on as tenant-at-will until 1858, when the rent was again increased to £31, but only £30 was asked at the time. Fearing that this system of periodical increase would be continued, a lease was asked for twenty-one years more. It was granted, but the £31 rent was exacted.

9104. You say £30 only was required?—Thirty pounds would have been taken I suppose if my father had been willing to remain at the £30 without security, but fearing and knowing the character of the landlord for increasing rents, he thought it better to take a lease at £31 for twenty-one years.

9105. The £1 additional was put on for the lease?—Yes; that lease is about expiring now. Of course my object in stating this is to show that the increase of rent was the result of my father's improvements—building, reclamation, fencing, and draining. These improvements absorbed not only his own energies and the energies of the members of the family who re-

mained at home, but also the earnings of such of the members of the family as left home and emigrated, and who contributed all they could in the shape of assistance to keep the old people on the farm.

9106. The O'CONOR DON.—Does tenant-right exist on the estate?—The landlord did all in his power to extinguish tenant-right. The last year tenant-right was allowed it was by the act of the Land Court—he was defeated in a claim by a tenant, and tenant-right was established by the decision of the Court.

9107. Has unlimited right of sale to the highest bidder been established as existing on the property?—Certainly, but the landlord's great object all through was to extinguish the tenant-right.

9108. And this raising of rent if continued will in the end extinguish it of course?—Certainly.

9109. Was the landlord in the habit of making improvements?—In 1847 about £10 or £12 was expended on the holding, in drainage operations, at 3d. a perch. That has been the only expenditure of the landlord that I remember now, and for which he has nearly doubled the rent. Of course the real cause of the increase of rent has been the tenant's improvements.

9110. Mr. KAVANAGH.—That was Mr. Young—not Mr. Nicholson?—Mr. Young. Mr. Nicholson, I am glad to say, is a man of very different character.

9111. You are quite satisfied with him?—Yes. I am quite satisfied with the conduct of Mr. Nicholson. I don't know any of his tenants have any grievances. He goes on the maxim "Live and let live."

9112. Is there any raising of rent at any time on his estate?—Most of Mr. Nicholson's property was purchased by his father from Lord Donegal—that is the unexpired term of old leases was purchased. Of course these old leases were, most of them, given at very small rents, and therefore when one of them fell in it could not be said to be more than a chief rent. In 1869 when my old lease fell in I was not paying more than £5 a year. The tenement valuation of the farm was about £18, and we are paying at present somewhere about the tenement valuation.

9113. Do you consider that on his property there is any special rule for a revaluation or raising of rents at any future time?—No special rule.

9114. Then it would be at his discretion at any time to do it?—It is entirely at his discretion.

9115. Your dependance is on him personally?—Entirely. Although we have no complaints to make with regard to Mr. Nicholson, there are other landlords in the district who are not such good landlords. On one of the estates in our neighbourhood, the tenant-right has been almost extinguished. Only five years purchase is allowed.

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Mr. James
M'Glinchy.

9116. Are the rents being raised on that estate?—They are raised on every change of tenancy. A man purchases a farm, he pays five years' purchase for it, he has to submit to pay an increased rent over and above what the out-going tenant was paying. He remains in occupation some years, suppose he drains and improves, puts up buildings, and increases the value of the farm; and that after some years, owing to some circumstances, he is anxious to leave, how will he be situated?—He can only get on leaving the same sum that he paid when he went in, although he has increased the value of it considerably; and that additional value is exacted in the shape of an increased rent from the incoming man, the benefit of course goes into the pocket of the landlord, and if a larger sum than five years' purchase is given the difference goes into the landlord's pocket also. The estate I refer to is the only one in our neighbourhood where there is a limit of that kind; but there are several other estates upon which the tenant-right is limited by other restrictions and office rules.

9117. Has that limitation of the price of tenant-right an injurious effect in checking improvements?—Of course it has, for it puts the industrious and improving tenant on the same level with the idle and unimproving one. If there are two tenants, one of them industrious and energetic and the other not, suppose they both quit their farms, one gets just as much as the other.

9118. Is there a large extent of waste land in the neighbourhood capable of reclamation and improvement?—A very large extent in Inishowen.

9119. If the tenants had confidence that they would be secured the value of their improvements would they set to work at it?—I am sure they would.

9120. Have they capital to do so?—They have capital in the labour of themselves and their families. I may mention that Inishowen, from which I come, is a district of very small holdings; the landlords there have neglected their tenants very much, and permitted subdivision to such an extent that during the last few years many of the occupiers are paupers, and dependant for support on public charity.

9121. Are those waste lands turf bogs?—Turf bogs and reclaimable mountain.

9122. The tenants if they had security for their improvements would reclaim that land and bring it into their holdings?—Yes, generally speaking, some waste land attaches almost to every holding in the district. The holding of each tenant comes down to the side of the bog—Inishowen is a mountainous country and I may add that tenants upon mountainous farms have suffered more from increase of rent than any other class of tenants, because it was a necessity for them to improve.

9123. Are the waste lands in any way separated by fencing or do the tenants hold them in common?—Latterly the holding of land in common has disappeared they did hold it in common formerly, but latterly that has been discontinued.

9124. The O'CONOR DON.—Do you consider it the duty of landlords to prevent subdivision?—I think it is their duty to prevent it going on to an extent that would not permit a man to live comfortable.

9125. Mr. KAVANAGH.—What extent do you consider that to be?—I think a man certainly cannot live comfortably upon less than twenty or twenty five acres, although I am bound to say very few people in Inishowen (whether they are living comfortably or not is another question) have farms of that extent.

9126. Mr. SHAW.—Have they any other industry, and if so, from what source?—They live, many of them along the sea shore, and of course all along the coast holdings are very small. There is no other industry except little shopkeepers in the small towns.

9127. The O'CONOR DON.—Are the rents high in proportion to the valuation?—They are. I just took a note of one or two on Mr. Young's property. There is Glenaged—the valuation of the land is £263, of the houses £33, total valuation £297—the rental is £486.

Of Canthage the valuation is—land £297, houses £56; total valuation £353, the rental is £533.

9128. Have the rents been lately increased to that figure?—They have been increased from time to time during the last thirty years. This is the estate on which £5 to the £1 rent is allowed for tenant-right.

9129. Mr. SHAW.—And whenever there is a sale there is an advance of rent I suppose? Yes. I can mention cases if you require them. The first case is that of a man named M'Causland.

9130. Have you any objection to these names being published?—I have not. He entered on a farm at Culdaff and paid £30 coming in. The rent was £6, so that he paid five years' purchase. He was an industrious man—he went on improving—he built a dwelling-house and offices, fenced, drained, and reclaimed, at an expense of £300. His rent was raised from time to time till it amounted to £13.

9131. Mr. KAVANAGH.—What was his original rent?—£6 a year.

9132. At what time was the rent £6?—That probably would have been about the year 1840.

9133. Mr. SHAW.—It was advanced from time to time since?—Yes. The advances went on till it came to £13 a year. He died, and I think his family left the country, at all events his successor had to give up the farm, and all that he got going out was £30, the same that he paid when coming in.

9134. He was not allowed to get five years' purchase on the increased rent?—No; but the incoming tenant had to pay £14 rent and £70 to the landlord. The landlord carries out the transaction. He puts the rent of £14 on the incoming tenant—he makes him pay £70—five years' purchase on £14—he gives £30 of that to the outgoing tenant, being the sum the tenant paid originally—and puts the balance into his pocket.

9135. The O'CONOR DON.—When was this transaction done?—It might have been fourteen or fifteen years ago.

9136. Before the passing of the Land Act?—Yes. All these transactions were before the Land Act.

9137. Mr. SHAW.—Have you any other case?—Two or three others—much the same in their circumstances.

9138. The O'CONOR DON.—Have you any case since the Land Act?—No; I don't think any of them occurred since the Act.

9139. Mr. KAVANAGH.—Before you pass from that case of M'Causland, where you say the landlord charged the incoming tenant £70, paying the outgoing man £30, and putting the balance in his pocket, besides adding £1 to the rent, can you tell whether the landlord gave a lease?—No; there is no such thing as leases at all on that estate.

9140. CHAIRMAN.—Does it strike you that the enumeration of cases of that kind which occurred a long while ago, before the passing of the Land Act, are rather favourable to the case of the landlord, inasmuch as they tend to establish that unrestricted tenant-right was not the custom on the estate at the time of the passing of the Act?—There is no doubt with regard to the custom on this estate, it has been the custom within living memory to allow free and unrestricted sale of tenant-right; but it is equally beyond question, that within the last thirty or forty years, the custom was endeavoured to be introduced, and in some cases successfully, of restricting the tenant-right to five years' purchase upon the rent. We as tenants object to that—we object to the landlord having the power of confiscating improvements, and putting the value of them into his pocket in the shape of increased rent.

9141. Any case that has occurred since the Land Act is a strong case for you; the Land Act was intended to confirm and legalise the custom as it actually existed previous to that time; but a landlord might come forward and say that the custom was to restrict the tenant-right, and prove his assertion by the cases

you mention?—I take it that the Land Act did not intend to legalise injustice.

9142. Mr. SHAW.—Your case is that that injustice existed, prior to the Land Act, and that the Land Act did not cure it?—It did not.

9143. CHAIRMAN.—Perhaps these cases were not brought under notice at the time of the passing of the Act?—That may be. I certainly did understand that the restriction of £5 for tenant-right to the £1 of rent—that is five years' purchase—was legalised by the Act, because it was the custom of the estate; but that is precisely what I complain of—that that legalised custom gave the landlord the power of pocketing in the case I have mentioned, £40 which belonged to the tenant.

9144. It detracts from the value of tenant-right?—Decidedly. We say it is the value of the improvements effected by the tenant that enables the landlord to increase the rent, and if the landlord pockets five years' purchase on the increase, he pockets what is not his.

9145. The O'CONOR DON.—Would it not be in the power of the tenant not to claim under the custom at all, but under the law as to compensation for disturbance as it exists in other parts of Ireland, and also for the value of his improvements?—I think not.

9146. The Land Act gives an option to the tenant of claiming either under the Ulster custom or under the other clauses of the Act, which would give him the value of his improvements and compensation for disturbance in certain cases?—These transactions that I mentioned occurred before the Act. I don't know that there has been any case since the Act. There have been one or two cases where compensation was given, sooner than risk a land claim.

9147. Compensation was given by the landlord?—Yes.

9148. Mr. SHAW.—Give us the other case?—The other is a case of a similar character, it is the case of a man who entered a farm in 1841, at the valuator's value, there was twenty-five per cent. added, which brought the rent up to £17 10s. The tenant fenced the entire farm, which was principally a grazing farm, but a considerable part of it has never been reclaimed. He drained it, and fenced it, and built offices, at a cost of £345 10s., and the rent was raised from £17 10s. to £29 15s. The improvements made were all pointed out to the agent at the time of the rise. He promised to do what he could for the tenant. This tenant allowed an arrear of £72 15s. to accrue. He was processed for it at the end of five years, but a special jury brought in a verdict in his favour. That is establishing the principle. I think it was before the passing of the Land Act. He never got anything; in point of fact he left the

farm, and never got a penny, except the arrears he allowed to accrue. Sept. 27, 1880.

9149. The O'CONOR DON.—Was that on Mr. Young's estate?—It was. Mr. James M'Glinchy.

9149A. What was the tenant's name?—Mr. Fleming.

9150. Mr. SHAW.—He was not allowed to sell?—No, there is no such thing on this property at all as permission to sell. That farm is now let to another tenant at £35. That was simply £175 put into the landlord's pocket.

9151. The owner has spent nothing on it?—Not a shilling. I believe that is the worst case in Innishowen. Of course there are other people who have been raising rents to a considerable extent. There is the case of Mr. Thompson's property where the rental has been raised from £80 in 1812 to £500 in 1880; it is a mountainy estate, the people mowed the heath off the place, and commenced reclaiming it, and, of course, they have been going on reclaiming for the last forty or fifty years, and the rents were raised from £80 to upwards £500.

9152. The tenants doing everything?—Yes.

9153. They are living on the lands?—Yes.

9154. They built houses on it and drained and reclaimed it?—Yes.

9155. The landlord did nothing?—The landlord did nothing. The last valuation made was in 1873.

9156. What is the Government valuation of that land?—The Government valuation I could not say what it was, but I will take one case—the rent in 1840 was £1 18s., the tenement Government valuation would be about £3 at present. Sales by auction were formerly allowed on this estate, but at present such are forbidden. The proposals all pass through the agent's hands. Sometimes the agent attends at a sale and announces an increase of rent.

9157. Mr. KAVANAGH.—Are you referring still to Mr. Young's estate?—No, to Mr. Thompson's.

9158. Mr. SHAW.—Is there a price for the tenant-right fixed on that estate?—No.

9159. They are allowed to get as much as they can?—Yes. There is no limit in the barony of Innishowen except the one estate I have mentioned.

9160. Are they able to get much for their holdings?—Yes.

9161. Notwithstanding the rents they have to pay?—Yes. One or two sales in my own neighbourhood brought thirty-five years' purchase on the rental, but, after all, under the circumstances, there is no other way by which the people can live except by the land. A farmer has a family getting up about him, a neighbour is willing to sell, the farmer puts all the money of his own, and all he can borrow, into this bit of land. It is the excessive competition for land that is the cause of it.

Mr. WILLIAM DOHERTY, Buncrana, examined.

9162. Mr. KAVANAGH.—Are you a tenant-farmer?—No, sir, I am not. I have some little piece of land, but my principal evidence is from my experience as an auctioneer. I have taken a list of some cases in which I acted, and which I have taken from my own books.

9163. Mr. SHAW.—Have these cases passed through your own hands?—Yes; and I have not selected them. I took them as they occurred.

9164. CHAIRMAN.—And all the statements in this list you can vouch for as being passed through your hands as an auctioneer?—Yes; and I can give you my book to show they are not selected cases. The names are all given, and I have added a summary, giving the average prices obtained from 1874 to 1877, inclusive, which show a falling off in the value of tenant-right in the district. In the four years farms under £10 averaged 28·2 years' purchase, and farms over £10 averaged 12 years' purchase, while in 1878, 1879, and 1880, farms under £10 averaged 18·6 years' purchase, and farms over £10 ten years' purchase, and this fall has arisen partly from want of confidence in the Land Act of 1870.

9165. What is the fall in the last three years?—It is from 28 years to 18·6 years purchase, but in many cases there could be no purchaser's fund.

9166. That is in Donegal chiefly?—In the barony of Innishowen chiefly.

9167. Mr. KAVANAGH.—What is the largest farm you have known sold?—The largest is about 52 acres at £52 rent, and the price was £780, 15 years' purchase. In the barony of Innishowen the principal landowners are absentees, and men who bought on speculation of making money, and they have extracted the full rents—mostly £2 an acre for very inferior land.

9168. Mr. SHAW.—And they have raised the rent since they purchased?—Yes; and unfortunately some of the rents were very high before. There was a family, Todds they called them, and they raised the rents to an awful degree, sometimes doubling it; sometimes coming in one sweep and doubling it.

9169. Were they Dublin people?—No, sir; they were natives. They left the place and other speculators bought it, and they raised the rent until in many cases it was upwards of £2 an acre for inferior land.

Mr. William Doherty.

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Mr. William
Doherty.

9170. What acre is it?—It is the Cunningham acre general. This is the table I have prepared, of sales since 1873, by me :—

1874.

January 17.—Farm held by Con. M'Laughlin, Clon-teagh, containing about seven acres, mountain arable, and seven acres, mountain pasture, at £5 per annum rent. Sold for £145, or twenty-nine years' purchase. Inconveniently situated.

March 17.—Farm held by Henry Doherty, Magherarnett, containing six acres, at £3 15s. rent. Sold for £100.

March.—Farm held by Daniel Doherty, Keelogs, containing thirteen acres, bad mountain land. Rent, £17 19s. 6d. Highest bid, £210. Reserved at £240.

September 2.—Confidence in the Land Act of 1870 on the decline as proved in this case. Farm held by Mrs. Binns, Knockameney. Highest bid, £620. Reserved at £700, and the same farm sold in 1879 for £420. In 1874 tenants entertained the hope that the provisions of the Land Act were in their favour; but recent decisions from the judicial benches convinced them that their position was but little improved.

1875.

January 9.—Farm held by D. M'Kinney, Greencastle, containing twenty-eight acres at the annual rent of £28. Sold for £410. Landed Estates Court title. Held for an unexpired term, and the life of Charles M'Kinney, with letter from landlord guaranteeing tenant-right after expiration of lease. Fifteen years' purchase.

August 16.—Farm held by Mrs. Keys, Ballymacarry, containing six acres, second quality, at the annual rent of £14. Government valuation, £10. Sold for £175. Spirited competition.

Farm adjoining, similarly situated, and equally high rented, advertised for sale in last month, containing nine acres, at the annual rent of £19 6s. 8d. No buyers. Intending purchasers looked upon the rent as double the fair letting value consistent with tenant-right.

November 11.—Farm held by representatives of John M'Aveney, Toobin, Upper Fahan, under representatives of J. Pitt Kennedy, containing (No. 1), twenty-four acres at the annual rent of £26. Sold for £305, or nearly twelve years' purchase. Same (No. 2), containing fourteen acres (including about six acres arable), at the rent of £5 4s. 10d. Sold to J. M'Adams at £110. Though an adjoining tenant the agent refused to accept him, but allowed it to another tenant John Doherty who, at the sale, offered £105, and because this Doherty would not get it at £60, which value the agent put upon it, he, the agent, served M'Aveney with an ejectment for the two holdings. By my interference, corresponding with the landlord, the tenant, who did not like to go into court, gave it to J. Doherty at £90.

1876.

January 24.—Farm held by Mrs. Mossy, containing four acres (two and a half acres arable), at the annual rent of £10. In this case the small cottage was built by the landlord, hence the high rent. Raised to £13 per annum on getting liberty to sell. Sold at £80.

March 13.—Farm held by Mrs. Jane Young, containing one and a half acres, held for forty years, at £4 10s. annual rent. Raised to £6 rent on getting leave to sell, thus pocketing the tenant's interest. Yet it sold at £34.

May 25.—Farm held by Thomas Doherty, containing three and a half acres at £9 rent. Improved by tenant. Liberty to sell at £11 rent. Reserved at £50; sold afterwards at £40. Government valuation £2 15s. Purchaser afterwards expended £15 in fencing and draining this field. After the sale the landlord fixed the rent at £10 10s.

August 17.—Representatives of Cecily Doherty, Greenhill, farm containing about twenty acres inferior mountain land, at the annual rent of £23 7s. Sold for £225.

November 1.—Rodger Doherty, Glenmakee, Carn-donagh, farm containing six acres, at the annual rent of £47s. 4d. Sold for £150, or over thirty-four years purchase.

1877.

January 29.—Representatives of J. Doherty, Keelogs. Farm containing six acres, at the annual rent of £5 10s. Sold for £200, or over thirty-six years purchase.

February 5.—Daniel Doherty, Aughaweel. Ejected three

years previously for non-payment of rent. Nearly £100 of arrears had accumulated at time of sale. Sold by agent with former tenant's consent; about eight acres inferior land at the annual rent of £8 15s. Sold for £155. Money divided between former tenant and landlord as per an arbitration. The adjoining farm of John Doherty, similar in every respect. Up for sale February, 1878. No buyers; afterwards sold by private contract at about £90.

February 12.—Farm held by Patrick Quinn, Ballymagan, containing about four acres, at the annual rent of £5. Sold for £151, or over thirty years purchase.

March 20.—Farm held by William M'Ginnis, Tervoill, Carndonagh, containing about five acres, at the annual rent of £3 16s. Sold for £100, or over twenty-six years purchase.

August 20.—Farm containing about sixteen acres (eight arable), at the annual rent of £9 11s. 6d. Sold at £265, or about twenty-eight years purchase.

August 22.—Farm held by John Gubbin, Foden, Carn-donagh, containing fifty-two acres, at the annual rent of £52. Sold for £780, or fifteen years purchase.

November 12.—Farm held by James Lynch, Meenagory, containing thirty acres (about six arable), at the annual rent of £5 6s. Sold for £143.

December 6.—Farm held by Thomas M'Daid, containing twelve acres mountain, at the annual rent of £3 7s. 6d. Sold for £121, or thirty five years purchase.

1878.

March 7.—William Barr, Meenamullaghan Mountain, farm held at the annual rent of £5. Sold for £102. In February 1879, I sold the same farm for £84.

1879.

March 13.—Farm held by James Sweeney, Strabow, containing about twelve acres, with flax mill. Rent £23 0s. 6d. Sold for £330. Former rent was £19 13s., but the landlord advanced £52 to build the flax mill, for which he added £3 7s. 6d. to the rent as interest. The property was sold on the condition that the purchaser could reduce the rent to the original, by repaying this £52, which he has since done. In this way the tenants are sometimes assisted by landlords advancing money for which they pay interest, at about 7 per cent., in the shape of additional rent.

1880.

January 5.—Farm held by Thomas Duffy, Muff, containing fifteen and a half acres arable, at the annual rent of £14 13s. 10d. Sold for £145 or under ten years' purchase.

January 29 and 31.—Employed by agent to sell the tenant-right of four farms, in Fahan and Clonmany, from which the tenants had been evicted. A good attendance at some of the sales, but not one offer made at any of them.

Besides the foregoing I have had several abortive sales within the last two years. The value of tenant-right is fast declining in this district. In the four years from 1874 to 1877 inclusive. Farms under £10, averaged 28.2 years' purchase. Farms over £10, averaged 12 years' purchase.

Again in 1878, 1879, and 1880. Farms under £10, averaged 18.6 years' purchase. Farms over £10, averaged 10 years' purchase. But in the last three years, many sales were withdrawn, there being no buyers.

The following instances show the rents as compared with the Government valuation, which valuation includes the houses built by the tenants :—

Tenants' Names	Rent.			Government Valuation.		
	£	s.	d.	£	s.	d.
Neal M'Laughlin, Ballymacarry, ...	32	0	0	16	0	0
William Bell, Aghilly, ...	11	0	0	7	0	0
William Doherty, Tullyarvan, ...	10	10	0	2	15	0
Andrew M'Glinchy, Tullyarvan, ...	18	0	0	4	15	0
Owen Doherty, Tullyarvan, ...	23	0	0	12	5	0
Owen Doherty, Arderavan, ...	8	17	11	3	15	0

To avoid the appearance of selection the following is the case of an entire townland :—

Townland.	No. of Tenants.	Total Rent.		Government Valuation.	
		£	s.	£	s.
Slavery, ...	10	85	17	47	19

Mr. Connolly
T. M'Causland.

Mr. CONNOLLY THOMAS M'CAUSLAND examined.

9181. CHAIRMAN. — Where do you reside?—Drenagh, Linnavady.

9182. You are a land owner?—Yes.

9183. What is the size of your property?—About 11,000 acres.

9184. Does that lie all together?—Yes, I may say altogether—a mile perhaps between.

9185. In this county?—Yes, in Derry. It is the custom on one portion that I wish to speak of.

9186. The other property you don't wish to speak

of?—The other portion was purchased from Lord Waterford, and is under the Ulster custom as it is called.

9187. This is under the Ulster custom?—A limited usage of the Ulster custom, and that is what I wish to bring before you.

9188. Can you say how long this limited usage has been in existence?—I should say, certainly forty years.

9189. What is the limit of the Ulster custom?—Perhaps I had better tell you what the custom is. The custom is three years for the good-will; that is three years' rent for the good-will; in addition to that the tenant when he leaves his holding, receives £4 per acre for manured land, that is land he manured the previous season, £1 an acre for all seeds sown, and whatever improvements the tenant may have made he is paid for; improvements in the way of buildings, drainage, and any permanent improvements that can be shown.

9190. Is it that when he is leaving, he is allowed to sell?—He is not allowed to sell. That money must be paid into the office; it does not go between the tenants.

9191. Mr. SHAW.—Do you allow him to get more than that?—No, I don't allow more than three years for the good-will, but for whatever improvements he has made he is allowed.

9192. Drainage and everything of that sort?—Yes, and everything he does he is allowed for.

9193. How long has that custom been established?—It has certainly been in existence for forty years.

9194. This limit?—Yes; after the passing of the Land Act, a year afterwards I had what may be called an amicable land claim to try the question. It was tried before the County Court Judge, and of course it was naturally a case which you would imagine would upset the custom, but Mr. Coffey at once gave it in my favour.

9195. CHAIRMAN.—That case established this custom as being in existence on your property?—Yes.

9196. Have you found that this custom is satisfactory to the tenants generally?—Very, and for that very reason I rather wish you to examine one of the tenants, and he would represent exactly the views of the tenantry on the property.

9197. But that cannot be so satisfactory to them as what is called the Ulster custom in its integrity?—Very much more so, because if the tenant wants additional land he gets it on this scale. I never allow outsiders to buy any land there, it is always given to the tenants.

9198. Mr. SHAW.—But if the tenants don't want it it is given to outsiders?—Yes, according to the rules of the state, but the tenants are only too glad to get it.

9199. CHAIRMAN.—You mean that the remaining tenants, apart from the man who is going away, are anxious to keep the price down?—Yes.

9200. But it is the man who is selling who feels dissatisfied with the price he is getting?—I feel that the well-to-do tenant is first to be considered, it is only those who are not industrious and get into difficulties that want to sell.

9201. Mr. SHAW.—Sometimes people who don't get into difficulties wish to sell; people may want to go away?—No, I have not known an instance of that, in this county at all events; another very good advantage is that the tenant cannot run into debt with the shopkeepers, for they will not advance them money as on estates where the custom exists without limit; knowing there is a limit of three years they will not allow the tenant to run into debt, which I consider is very advantageous for the tenant.

9202. CHAIRMAN.—Have you had many sales recently in which the custom has been followed?—During the twenty years which I have had the arrangement of the property I have had sixty or seventy transfers.

9203. What is the average price on your estate including improvements?—I make all the improvements myself as a rule. I have laid out a large sum on the property; I have made a rough estimate of what I have laid out in the twenty years, not in money

borrowed from the Board of Works, and it comes to close upon £11,000, spent on buildings and reclamations. S p. 27, 1880.
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9204. What is the amount?—The rough estimate is £10,500.

9205. That is on the property for the last twenty years?—Yes.

9206. The tenant going out would get the good will?—He gets three years for the good will; £4 an acre for manured land, with the value of crops and whatever improvements he has made.

9207. Do you put no restriction on the building?—Yes, I like to have that looked at always.

9208. Are the tenants well-to-do?—Very well-to-do.

9209. Are there large farms as well as small?—They are large for this part of Ireland. There are some over 100 acres, but the average would be about forty acres. In very small mountainous parts they would go down to five acres.

9210. What state are they in in the mountainous parts?—Comfortable; but, of course, they are not as prosperous as in other parts.

9211. Do they have the run on the mountain as well as on the enclosure?—Some of the tenants have. I ought to explain that on the mountain townlands, which are not in that estimate, I allow five years instead of three, or rather I found that custom. This custom was not introduced by myself; they had a custom of five years which I imagine was supposed to be better for them in these holdings as they don't make many improvements.

9212. The O'CONOR DON.—The mountain tenants are allowed five years?—Yes, instead of three; and if they made any permanent improvements they would be paid for them in addition; but the five years' rent is supposed to be better for them as small tenants. That, however, hardly comes under what I am giving evidence upon, for the three years system includes all but three townlands.

9213. CHAIRMAN.—Your evidence is that this is the Ulster custom?—It is a phase of the Ulster custom.

9214. And has worked satisfactorily?—Extremely well.

9215. And you find that at the present time there is no dissatisfaction or wish to get out of it?—No doubt, if a man got into difficulties he would like to receive a large sum of money, and then go away; but I think he is the last man to be considered—the industrious solvent tenant should have the first claim.

9216. The O'CONOR DON.—You find it is no check to the tenant in making improvements?—No, not the slightest.

9217. Mr. SHAW.—But they don't seem to make any improvements—you make them all?—I make them all, I may say.

9218. In that way it is more like an English estate?—Yes.

9219. Then that is a settled institution—that you make the improvements as in English estates?—So far English, that I know before the passing of the Land Act, several gentlemen came through Ireland—Mr. Pell was here and Mr. Reed, and the late Sir Henry Thompson—they came and expressed approval of the custom; they thought it the best they had seen in Ireland.

9220. CHAIRMAN.—You have been constantly residing there?—I reside entirely in Ireland.

9221. And take an interest yourself in the tenants, and see them and know them yourself?—Yes; I know every tenant, and nothing is done without my sanction.

9222. Is there any point in which you think you or your tenants are not sufficiently protected by the Land Act?—I am quite satisfied if they let me alone. I am sure the tenants would be satisfied also, and I should be perfectly so.

9223. The O'CONOR DON.—Satisfied with things as they are?—Yes; I think my rights are protected by Mr. Coffey's decision.

9224. Mr. SHAW.—It established that system?—Yes.

9225. CHAIRMAN.—And that was established by

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the Land Act?—Under the word “usages” it would be.

9226. And the only thing you say is that you hope it won't be interfered with by any future legislation?—I am quite satisfied, and I think the tenants are too. Another advantage is that in bad times—in seasons like the last—some tenants find a difficulty in selling under the Ulster custom. I know an instance, only a month ago, on Lord Waterford's property, in which a holding was put up for sale, and there was not a single purchaser. On my estate that could not have happened, for I should have paid the tenant three years' rent at once; and if he had done anything to improve the holding he would have been recouped for his outlay, whereas this very man could not sell at all.

9227. Mr. SHAW.—You charge for interest on the money expended on improvements by you?—The improvements I make are generally done in this way—I don't raise the rent on a single holding, but if I can get a townland which I can improve; if, for instance, through deaths of tenants, any of the farms fall into my hands, I erect whatever buildings are wanted, divide the farms and make fences, and do whatever is required, and then I put on an increased rent, so that the tenant gets the benefit of that.

9228. And you have the land re-valued?—Yes. The valuator does not know what I have done to the land. He merely takes it as he finds it, and values it in its then condition.

9229. The same thing happens, I suppose, on the falling in of leases?—Yes, but there are very few leases.

9230. Is the land of which you speak situated far from a town?—It is near Limavady.

9231. Does it come down to the valley?—Yes.

9232. What are the rents there?—The rents on my property are about one-fourth over the Government valuation, and that includes all that has been done.

9233. Then the rent is close on 30s. an acre?—No; it is nothing like that.

9234. Are your rents higher than on the other lands about you, the tenant-right properties?—No. I think they are about the same. I don't think there is any difference.

9235. Would you not save yourself a great deal of trouble if you let the tenants sell?—I think they would be in a worse state then.

9236. We will have some of them here?—I was very anxious that you should examine some of them.

9237. The O'CONOR DON.—Have the tenants in these cases where sales took place had many claims under the head of improvements, where tenants sold and you allowed them three years and the improvements, did they get much more than the three years?—Yes, under the head of improvements. The winter before last a farm fell into my hands through the death of the widow who held it, and the tenant to whom she left it did not reside in the county, and desired to be paid according to the custom of the estate, and he received a very large sum for improvements. The former tenant had built a very good house and offices, all of which were valued by a builder.

9238. Do you get the valuation of the improvements made, or do the tenants get them made?—We approve mutually. We select a builder and there is never any objection.

9239. But suppose it was not a case of building, but a case of drainage or reclamation of waste land, how would you decide the value of these improvements?—That is a case that hardly ever occurs; it would not on my property.

9240. Have you got no mountainous land?—Yes; but the tenants there have only little bits of land which are not valued for a number of years.

9241. Your experience is that the tenants do not make much improvement in the way of reclaiming land under the Ulster custom?—I think they do. Now, on Lord Waterford's property, which adjoins mine, and which is largely bounded by mountains they have done a good deal in the way of improvement, but then they had very long leases.

9242. But on your estate they do not do it?—No.

9243. Mr. SHAW.—You do the improvements, &c., yourself?—Well, I do, but these are small holdings, and they are satisfied with what they have.

9244. The O'CONOR DON.—But is it usual for these small holders of waste land to improve it year by year, adding a little to their farms?—No, they don't do much that way with me. I have only got three townlands in the mountains altogether.

9245. And you say these tenants on the mountains are not so improving as the others?—No.

9246. CHAIRMAN.—They are not as well off perhaps?—No, they are small holdings.

9247. Were they badly off last year?—Yes.

9248. Had you to make any reduction for them?—Yes; I had considerable.

9249. The O'CONOR DON.—Had you to make it generally or only to the mountain tenants?—I made it also on heavy clay lands, but some of them made their fortunes last year—those who happened to have land under potatoes, which brought very large prices. I don't know of any tenantry better off than those in the neighbourhood of Limavady, or tenantry that have their lands on better terms. It is so with other estates as well.

9250. What is the proportion of the rents in the mountain districts as compared with the valuation?—I made some improvements two or three years ago on the principal mountain townland I have, and the rent was raised exactly to the Government valuation, which it now is. The land had not been valued for forty years before. There are some rents never have been raised by me, and I don't know whether they ever were.

9251. Have you got land out of Ulster?—Yes, in the county Roscommon.

9252. In the county Roscommon is such a system known?—It is not known.

9253. Do you make any improvements there?—I have made some previous to the Land Act.

9254. But you have not carried on improvements in your Roscommon estate in the same way as in the North?—No.

9255. Mr. SHAW.—Does it require improvement—perhaps it is mere grass farms?—There are some large farms well circumstanced.

9256. Let on lease?—No, there are not many leases.

9257. The O'CONOR DON.—About how much land have you in Roscommon?—The acreage I could not tell you, but I have about £3,000 a year.

9258. Have you not got some small tenants there?—Yes, some.

9259. Do you think they have been making improvements?—I don't think they have done much. Unfortunately the man who cannot reside there does not know much about it, but I have a very good representative there, Mr. Ross Mahon.

9260. I suppose you had to make reductions there last year?—Yes; I reduced the rent to the Government valuation.

9261. And are the rents in Roscommon much over the Government valuation?—I think they are, but on my estate they are very moderate.

9262. Do you consider the Government valuation very low in Roscommon as compared with the value of the land?—I think it is.

9263. Mr. SHAW.—You only reduced the rent for the year and not permanently?—Only for the year, they are mostly well-to-do tenants.

9264. Then what your tenants here get from you is three years' purchase, with payment for manure and seeds?—Yes; they must get that.

9265. And as you do the improvements yourself they don't have much to get beyond that?—Yes; but whatever improvements they make they are allowed for.

9266. Do they appoint a valuator as well as you?—No. I think they would be perfectly satisfied with mine. The man who had this farm that I mentioned was a violent supporter of the Ulster custom, and he was quite satisfied with the value put upon the improvements.

9267. Was he coming into the land?—No; he got a large sum of money as executor of the late tenant.

9268. Very often you think they would be just as well off to get the value of the improvements and a certain number of years' purchase?—Yes; sometimes much better.

9269. It comes to very much the same thing?—The principle is the same, for they always have to borrow money in these large cases. I bought a townland from Lord Waterford at the time of the sale, and there was a very large tenant on it; he is in arrear, and the land is in a wretched state in consequence of his having borrowed £1,500 to give to the outgoing tenant, but that could not have happened on my estate.

9270. You found tenant-right existing on that estate?—Yes.

9271. What is the condition of the tenants there?—They are holding their own.

9272. As well as they did before?—I think they are, I dare say last year tried them.

9273. Did they borrow from the Government?—Yes; all of them.

9274. The O'CONOR DON.—Did they pay the full instalment last year without abatement?—I think they were obliged to.

9275. Mr. KAVANAGH.—Have you any regular fixed time for raising your rents, or do you raise them?—I think it is extremely irregular. There are some rents I don't know when they were raised. I never by any chance raise them under twenty years, and I prefer doing it after I have laid out something on improvements—after I have made improvements on a townland.

9276. A great deal of the evidence in the north has been, that it is the habit of landlords to keep continually raising the rents on the tenants' improvements so as to get up the tenant-right and extinguish it?—I don't think that is the case. In this county it could not be so; on Lord Waterford's property, on which the freest right exists, the tenants all held under leases. On the townland I bought there is a lease only expired this month, a lease since 1804; it was a very good life. The Fishmongers' estate is always leased for twenty years, so that tenant-right cannot be extinguished on the large estates at any rate. I don't know what the small people are doing, but I think it is very unusual to do as you say.

9277. CHAIRMAN.—Was not all Lord Waterford's property bought up by small persons?—No; pretty well to-do people.

9278. Was not some of it bought by the tenants and by small men?—Yes; some of it was, and they revalued it instantly. You could not blame them for that, because it had not been valued for forty years. The leases dropped in just at the time of the sale—which gave a considerable rise to the estate.

9279. So that the re-valuation would have happened in any case when the leases dropped in?—Yes.

9280. Mr. SHAW.—And the only thing is that these men might have raised the rent a little more than the Marquis of Waterford would have done?—They employed a valuator, and in one instance the tenants would not allow the valuator to come upon the lands, they drove him off, and then the matter came before Mr. Coffey, and he raised the rent one-fourth above the Government valuation.

9281. It is usual to do so on the change of tenancies?—Not always on good estates—on estates of landlords who reside in this county and elsewhere in the north, I don't think there are periodical valuations. I have reduced some.

9282. The O'CONOR DON.—Would you object to have this custom extended to your Roscommon estate?—I think I should.

9283. On what grounds?—It takes the entire management of the property out of one's hands. It used to be thrown in our teeth before the Land Act that the Irish landlords did nothing; well this would leave nothing for them to do.

9284. Mr. SHAW.—You don't do much there?—Not since the Land Act, certainly.

9285. It is well laid out grass land, and you get a fair rent for it?—I might get more.

9286. It would do you no harm if you get a good amount of money between you and your rent?—I think it would be a very bad thing for the tenant, he certainly would have to borrow money, they always have to borrow it here. The average price of tenant-right is twenty years' purchase, sometimes it goes to fifty, and the fee-simple of the land would not bring twenty in many cases.

9287. The O'CONOR DON.—As a landlord would you consider it an injustice to yourself to have it extended to your Roscommon property?—I think it would be an injustice to take the management out of my own hands.

9288. Mr. SHAW.—But it does not touch the rent?—No, but it takes the entire control of the property out of your hands, and if you want to drain or to make any improvements it is very difficult to do it; a tenant may say he will sell and go away, and he may sell it at any time without your leave.

9289. But it would be his interest to have the land drained and improved?—They don't always see it.

9290. Mr. KAVANAGH.—Would it not take something out of your position besides the mere management? Suppose you had let a farm in Roscommon to a tenant who had paid nothing upon coming in, and that out of favour you let the land to him at 10s. below the real value, then if tenant-right was extended to that holding, and the tenant sold his interest or good will, the difference between what he held the land at and its real value would go into his pocket?—It would.

9291. Mr. SHAW.—It is not supposed you are compelled to leave the land under-let, and if your friend is going away you would get the holding re-valued?—I should strongly disapprove of it myself, and I don't think you will convince me by any argument.

9292. The O'CONOR DON.—We only want to hear your reasons against it?—The desire is to get people to reside in the country, and take the management of their estates. Suppose I had the Ulster custom instead of what I have, I should have nothing to do, and no interest in my property.

9293. Mr. SHAW.—We had a case of an estate where in 1812 the rent was £80, and now it is £500; that is taking an interest with a vengeance?—How has he managed that.

9294. By raising the rents?—Raising the rents is the only interest he took. It is good interest certainly.

9295. You would naturally feel an interest in the people who were giving you your income?—I don't think they care twopence about you; they do very much as they like.

9296. They don't seem to care very much as it is?—They have to come to me when they want anything. I have no doubt the custom gives the agent and the landlord very little to do if they wish to live elsewhere.

9297. It thrives very well in the counties of Down and Antrim?—I don't look upon that as the result of the Ulster custom at all.

9298. We have had landlords and agents eulogising it there?—Yes; they get the rents, and that is all they care about it. If a landlord does nothing on an estate where the custom exists, and lives away altogether, and if another landlord is prepared to lay out half the income on his property and to live in the country, which do you think is the best system?

9299. CHAIRMAN.—Suppose the Ulster custom was extended all through Ireland, might there not be an exception reasonably made where the landlord would contract to conduct the property on what you call the English system—the landlord to keep the land in substantial repair, and doing all improvements—having the option whether he would adopt that system or come under the Ulster custom?—You would say this to me: you must do as they do in England, or else I will give the Ulster custom. I don't think it would be fair to extend the Ulster custom to a county where they have never had it; just as it would be unfair to extend it to England and Scotland.

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T. M' Causland.

9300. Mr. SHAW.—Would it be fair to say he should act in the other way, keeping all the gates and fences, &c., in repair?—I should like to see him do it.

9301. CHAIRMAN.—The system in England tends no doubt to make habitable tenant houses, and to keep the farms in substantial repair; but there is an idea that on an English farm the landlord is necessarily to do everything all at once. It is not to be supposed that because a bit of land is undrained he is then and there to find the money to do it, but it is a principle that he is to conduct the estate on the system of doing things within a reasonable time, laying out the money himself instead of the tenant doing it?—Yes.

9302. Mr. SHAW.—You are aware that dairy farming is very common in the south of Ireland?—Yes.

9303. I imagine there is a rent lost by the bad offices in connexion with almost every farm I know in the south of Ireland?—That is very unfortunate, but there are estates on which the landlords lay out a good deal in the south.

9304. CHAIRMAN.—But some make the tenant pay it. Do you think the tenant pays for the entire advantage under the system adopted?—If he pays all the interest.

9305. Mr. SHAW.—He pays the interest and principal within thirty-five years?—Then the landlord pays nothing.

9306. He merely secures the loan in a general way?—The money is received from the Board of Works.

9307. CHAIRMAN.—He gives the security of the land for the loan—the tenant alone would not be able to give the security?—No.

9308. The O'CONOR DON.—Have you borrowed any money from the Board of Works for improvements?—No, except for my own demesne, which would not come under this.

9309. CHAIRMAN.—Do you have the labourers on your farms under the farmers, or are they tenants of your own?—They are under the tenants.

9310. And do they give them cottages as part of their wages?—They generally charge them for their houses.

9311. Do you put any limit on what they are to charge them?—No; but most of the labourers' work is done by hiring men for the half-year, and they lodge in the house with the tenant.

9312. There is not a great number of labourers' cottages?—A considerable number, but they are not confined to labourers.

9313. They live on the farms, most of them?—Yes; and they are pretty comfortable, as a rule.

9314. Mr. KAVANAGH.—Do you know any instances of peasant proprietors having grown up—that is, cases of tenants having bought, say, under the Church Act?—There are a few, but I don't know much about them—I could not speak from my own knowledge. There are a good many of what we call perpetuities, but they have not flourished.

9315. They have not flourished?—No.

9316. What is your experience about them?—The tenants have increased so much that they are in a very bad state, any that are near me. There are some a few miles from me, and I occasionally go over these small properties, on which they pay very small rents.

9317. CHAIRMAN.—They have increased the holdings by subdividing them?—They have, decidedly.

9318. Mr. SHAW.—Are they weavers besides being farmers?—No; there is nothing of that sort now.

9319. The O'CONOR DON.—Are they under the Church Act?—No; they pay a small rent to a landlord.

9320. Mr. SHAW.—Have they purchased their holdings?—They are under old leases, renewable.

9321. Mr. KAVANAGH.—They are not prosperous, as a rule?—No.

9322. Mr. SHAW.—Are they very small holdings?—Some of them are very small.

9323. Mr. KAVANAGH.—Where they are very small it is because the large holdings have been cut up?—That is how it has arisen.

9324. Do you think it would be advisable at all to encourage the tenants to buy their own holdings under the Bright clauses of the Land Act?—I think if you got a man to buy a large good farm you should restrict him, and not allow him to cut it up.

9325. You think it necessary to prevent subdivision?—I think so.

9326. CHAIRMAN.—Entire subdivision, or subdivision below a certain acreage?—Below a certain acreage.

9327. Mr. KAVANAGH.—What limit would you fix for it?—Certainly nothing under 100 acres, but I am not so well up in the Bright clauses as some witnesses you may have before you.

9328. But the pith of your evidence is that you look upon the limiting of the custom as to price as a matter of great importance?—Very important; I think it is very advantageous to the tenants themselves.

9329. Mr. SHAW.—Are your tenants better off than the neighbouring tenants?—I think they are.

9330. You did not invent this system?—No; I found it there, and I continued it.

9331. You are not sure whether if you had found the other system there you would not have kept it?—I think it is desirable that the landlord should have power to restrict tenant-right, so as to prevent the tenant borrowing money.

9332. Is it any use trying to restrict in the prices in buying and selling?—I think for their own sake it is.

9333. Don't they often pretend to yield, and money passes outside?—It could not happen in my case, I think.

9334. The O'CONOR DON.—You pay the outgoing tenant and you select the incoming one?—Yes. They often don't know who is to be the tenant. When a large farm is given up, and the adjoining tenants are not able to take it, I sometimes give it to another man on another part of the estate, and transfer him from one townland to another.

9335. Mr. SHAW.—You always get your money back, and you don't put on any interest?—No.

9336. You always get your money back from the incoming tenant?—Yes.

9337. Mr. KAVANAGH.—The statements of grievances we have here always work back to the question of the rent. Now, how would you suggest as a fair plan of regulating the rent between the landlord and the tenant—it is as to the rent the shoe pinches?—I have never found any difficulty about it. I think the best way of raising the rents is if you can get the landlord and agent and tenant together and agree to a rent. That is what I have done in many instances.

9338. I don't say raising the rent, but regulating it?—I don't see how you can do that except through a valuator.

9339. You and the agent and the farmer are arbitrators?—Yes; I would not go further. I would prefer the County Court Judge to arbitration.

9340. Don't you think all the good landlords would regulate it without arbitration?—I have never any difficulty.

9341. It would be only the bad landlords—the grasping men—who would be affected. You would have no objection to their being restricted?—I would rather see the County Court Judge than a Government arbitrator or valuator doing it.

9342. You would have some skilled man for the purpose?—I would myself employ a skilled man, if necessary, to make a valuation for me. The valuers in this county must have made their fortunes latterly, they were in such demand. They are very good men.

9343. It is contemplated by the Land Act to have assessors to assist the County Court Judge, not to interfere with good landlords, but with the grasping landlords, and there are some, I suppose?—There are exceptions everywhere. I don't know whether you found it so; but in this part there are not many grasping landlords—certainly those who live in this county are not.

9344. You don't know Donegal well?—I know some of it; but there are a great many large proprietors there who never live in the county.

9345. And very poor tenants?—Yes, there are. *Sept. 27, 1880.*
My evidence is very much confined to what I consider a very good custom. *Mr. Connolly & T. McCausland*

_____, examined. [This witness's name is not to be given.]

Mr. _____.

9346. CHAIRMAN.—You say you have suffered very severely?—I do, indeed.

9347. In what manner?—I was reared under the Duke of Abercorn; my father lived there, and had three farms. He gave one to a brother of mine, and I was to occupy the other two, and at his death, in 1853, he made a will, leaving the farms to me to manage, and to pay off the brother and two sisters. My brother died, and I wished to change to the farm my brother died on. The first farm was about sixty acres, and he caused me to take seven and a half years' rent for it.

9348. What is the size of the other farm?—Between fifty and sixty acres.

9349. There is portion of it rough?—When I include the rough, I should say sixty acres.

9350. Mr. KAVANAGH.—Both are under the Duke?—Both.

9350A. Describe what you complain of?—One of the farms he would only let me take at the rate of seven and a half years' purchase.

9351. Mr. SHAW.—Take from your brother?—No; from the incoming tenant, William Oliver.

9352. You were selling it?—Yes; and the next farm he wished me to sell to another tenant named Watson, and to make these farms larger, he would make me give one to one man, and another to another.

9353. And he would not allow you to get more than seven and a half years' rent?—He would allow me to take ten years for one, and only seven and a half years for the other; and the fine upon it did not make the buildings I had upon it.

9354. When was this?—That was in 1857.

9355. What next?—I came to the townland of Killydart. That is under the Duke of Abercorn also. At the time my father was purchasing, the Duke made a swap with some other property, and my father was under a mistake as to the landlord he was coming under; and, at my father's death, I was scarcely able to pay the fortune to my brothers and two sisters from the small fine I got and changing me from one farm to another. He told me he would put me out of Killydart. I was in it from 1857 to 1862. He put me out, and he told me he would put me out without a farthing, if I did not go freely.

9356. Were you paying rent?—I was paying rent, but he wished to get the farm into his own cultivation. Then I had to submit, and he gave me this little farm in Swilly, in the county Donegal, above St. Johnston, of fifty acres. I had 103 acres in Killydart.

9357. How much did he give you?—He gave me £100 in cash and the farm I now hold, then valued at £400. I would get between £2,000 and £3,000 for the farm he put me out of. It sold this season for £2,300, notwithstanding the depreciation in price of land.

9358. What is the size of the other farm?—Fifty statute acres.

9359. Did you build upon it?—Yes, part of the dwelling-house I am in.

9360. Who was in that farm before?—It was in their own hands for fourteen or fifteen years, as far as I understand.

9361. How long ago are these transactions?—I am now eighteen years past living in Swilly. They had it about fourteen years before that, and they took it from a neighbour of mine without giving a farthing, they told me; and I have been living not agreeable to the neighbours for taking the farm from them, but if I did not take that farm I would have nothing at all.

9362. Did they raise the rent in the last eighteen

years?—It was raised when I came into it. The rent was £40 before, and now I am paying £55 18s. 11d.

9363. Mr. KAVANAGH.—You say the Duke had the farm on his own hand for fourteen or fifteen years?—Yes.

9364. Did he put any buildings upon it then?—No; sometimes he had one agriculturist on it and sometimes another occasionally managing it.

9365. What did you pay when you came into it?—Nothing, for he changed me from one farm into this one. The Duke of Abercorn is not well liked about Baronscourt. I could have got £2,000 or £3,000 for the farm I left, and this fifty-acre farm is all I got instead.

9366. Mr. SHAW.—He put you on a small farm and gave you nothing for the big one?—Yes, and I had the big one well built upon, and I had a threshing mill. Mr. Alexander, the agent for Mr. Gray, of Glasgow, got me a good threshing machine and a churning machine on this 103 acres, and I was going on with labour well, but that did not please the Duke.

9367. Did they pay you for the threshing mill?—I had to take proceedings before I got paid for it. In 1864 I had to take proceedings. They had signed over this mill and machine to their agriculturist, to whom they gave the farm for management, and they told me in the office to take proceedings against him and not against them, and I did so and recovered it.

9368. He was working the farm for the Duke?—He was working it, as far as I understand.

9369. Mr. KAVANAGH.—Your complaint is that by the rules on the Duke's estate or the rules he chooses to put in force you were deprived of the right of realizing what you could get for your farm?—Yes, both farms. When I was living at Baronscourt before he sent me down to Donegal if my dog would go out he would charge me £1, not giving me the chance of the English law—"Your dog has been out in the fields annoying the pheasants; you are fined £1."

9370. He fined you?—Yes; it was put on the rent, and he sent two men and charged me 10s. for cutting a fence in 1861.

9371. What was wrong with the fence?—I don't know what was wrong with it. I called them good enough, and I agreed to cut them myself when I got the flax pulled, but it must be done at the Duke's option.

9372. He sent a man and made you pay?—Yes, and that was an overcharge as I think, to pay 10s. just when I was paying the rent.

9373. Mr. KAVANAGH.—At the expiration of a lease what took place? Is tenant-right acknowledged as far as you know?—I have not known any case.

9374. Are there no leases?—I did not know of any lease.

9375. Mr. SHAW.—You had no lease yourself?—No. There are some leases where my wife was reared, but since the leases dropped there is a rise in the rent.

9376. Mr. KAVANAGH.—You say that it was the custom to give the benefit of the Ulster custom at the expiration of a lease, and that you don't know of any change since?—I know, in a case very convenient to me, a neighbour who in 1875 was getting frail, and not able to occupy his farm and to superintend the business, and he thought well to sell the farm; there was an auction; it is rather the habit to make sale of properties by proposals, and not to let a public sale be held; £1,700 was bid for this large farm of something above 100 acres, but the lowest bidder got the farm at £900; the next man bid £1,400, another man bid £1,550, another man bid £1,600, Mr. McClure, over the water, bid up £1,600, and Mr. Semple £1,550, and Mr. Love, of the Tyrone side of the water, bid up to nearly £1,700, I think; I could not exactly say.

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9377. The O'CONOR DON.—When did this bidding take place?—This was in the year 1875.

9378. Mr. SHAW.—And the lowest bidder got the farm?—Yes; Mr. Alexander knows about it very well.

9379. Was he a tenant on the estate?—He was; and those others were not.

9380. Mr. KAVANAGH.—Has there been any raising of rent on the Duke's estate?—Almost in every case of change of tenancy. When I went to Mr. Humphries to get an order for some timber at Barons-court for cart wheels, he told me he would revalue my farm.

9381. When was that?—In January this year. He told me my farm was to be revalued. They were revaluing some about St. Johnston, but since you gentlemen were talked about coming he ceased coming over the estate.

9382. The O'CONOR DON.—They have not raised the rents at all this year?—In some instances they have, but my farm was at a lump rent. I have drained my farm, and there were no fences, and no houses on it in which I could put a single beast, and I had to auction twenty-five head of cows and two horses—com-

ing to a small farm I had no reason to bring them with me, and having no house for them, it is all one flat.

9382A. Mr. KAVANAGH.—Does the Duke make any improvements on the property?—I never knew of any.

9383. And all the improvements are made by the tenants?—In every case that I know.

9384. Do you know whether he is borrowing money under the Board of Works for drainage?—Yes; in my father's time he did.

9385. Had the tenants to pay these charges?—They had to pay them. After my father's death they were still running on, and I thought them weighty.

9386. Had you to pay up to the time you left?—The charges were still running on when I left, these parties who got my property still pay on.

9387. Had the twenty-one years expired?—I could scarcely say whether it had expired, it was near about it. He has been telling me he will revalue my property. He has not done so at present. Mr. M'Kinley, who had a sawmill at Strabane, he sent round and cut timber off some of the farms.

9388. Mr. SHAW.—They had not the timber registered?—I think not.

9389. Did it injure the farms taking it away?—Possibly.

Mr. John
Cunningham:

JOHN CUNNINGHAM, of Milfield, Buncrana, examined

9390. The O'CONOR DON.—You are a corn merchant of this city?—Yes.

9391. And agent for an estate, the rent of which is £560?—Yes.

9392. You are also a tenant farmer?—Yes.

9393. And an owner of property?—I bought a small property, part of Lord Wicklow's estate, since the Land Act passed. The estate was sold in my neighbourhood.

9394. I suppose tenant-right prevails in all the district with which you are acquainted?—It does.

9395. What is the particular point you wish to bring before the Commissioners, that has come particularly before your notice?—I desire to give evidence as to what I feel is most necessary for the farming classes—greater security regarding rent, and interference by the landlord.

9396. You think under the present laws rents may be raised so as to do away with the tenant-right interest?—Yes. In my neighbourhood the people are very stay-at-home people, they are very unwilling to go into a land court, and they yield whatever is done.

9397. Your district is Buncrana?—No; the district I am better acquainted with is Newtowncunningham and Manor Cunningham.

9398. Mr. SHAW.—That is a better class of property?—Yes.

9399. Have the rents been increasing there?—Yes; on three large estates though—the Marquess of Londonderry's, the Duke of Abercorn's, and Lord Wicklow's, the practice has been very uniform, and there is not much change lately.

9400. The O'CONOR DON.—You don't know that there is any complaint as to these large estates?—There is a feeling of soreness about the rents paid. The district was originally nearly all moorland, and nearly all these landlords have been absentees, and have never spent anything in the reclamation or improvement of land, and the tenants are more or less in debt until each harvest. They are discouraged about competition from America, increased cost of labour, &c.

9401. Outside that have you no particular complaint to make of these landlords?—No; they are very good landlords as landlords go.

9402. All the improvements are made by the tenants?—Yes; I am not aware of any made by the landlords in that neighbourhood.

9403. What do the improvements generally consist of?—I remember for twenty-five or thirty years, and during that period draining and subsoiling to a considerable extent, and at heavy expense, were effected.

The fields were much smaller than they are now. Threshing machines have come into operation, and they are building a better class of barns and houses generally.

9404. Do you know of any case where the tenant's interest in these have been confiscated?—Yes; in some cases on small estates where the rent has been raised. In one case a tenant had his rent raised, and was under notice because he refused to pay it. The former rent was £46 6s., and the valuation £38. It has been raised to £60 rent, which he feels oppressive, and if he had not another farm he would be ruined.

9405. When was this?—Five or six years ago.

9406. Was that upon the falling out of a lease?—There was no lease.

9407. Was it a general revaluation or was it only in this particular instance?—There are only four or five farms on the estate, and the tenants believe there was no valuation, that it was the landlord who fixed the rent himself, and sent a valuator just to keep up appearances.

9408. Was the rent of all the tenants raised in the same proportion?—No. I think his case was the worst.

9409. They are all raised more or less, but his was raised the worst?—Yes.

9410. How long before had the rent been altered?—I think eighteen years before that; that is his story.

9411. But you say it is out of proportion now with the other farms in the neighbourhood?—I know the farm very well myself.

9412. There have been some sales in the Landed Estates Court in which the tenants in your neighbourhood purchased their holdings?—There were. In 1875 Lord Wicklow sold upwards of £50,000 worth of property, which was all bought by the tenants.

9413. All bought by the tenants?—Yes.

9414. Large and small?—They are nearly all large holdings there. It is a good district of country there?—Yes, very good.

9415. That was under the Bright clauses?—Yes.

9416. And they got portion of the purchase-money from the Board of Works?—Yes; I got £900 from the Board of Works, and paid £600 myself.

9417. Have you anything to complain of regarding the expenses attending the purchase?—Yes. We could only manage, although I pressed for the bill of costs four years ago, to get it last month, and the claim made is £38, and I paid £22 at the time more than was lodged in court for me. The solicitor who acted for nearly

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all the tenants is dead since, and I don't like to say anything, for I think that if he was alive the costs would have been more reasonable.

9418. This was a bill from the solicitor?—Yes. It was from the solicitor.

9419. Not from the Board of Works?—No.

9420. You have no complaint to make of the Board of Works or as to expenses by them?—None that I could substantiate. The solicitor stated that they had a great deal of trouble getting the money from the Board of Works.

9421. Mr. SHAW.—Was the property bought by trustees, or individually, or separately?—The estate was cut into lots. There were thirty-three or thirty-four lots altogether.

9422. The O'CONOR DON.—And you had one solicitor acting for all?—Yes. I think there was scarcely one exception. There was a case of M'Fadden where there were only five acres, and his costs were about £25.

9423. Mr. SHAW.—That is the costs of your own solicitor were £25?—I assisted a man to buy from the Church Commissioners, and his purchase was done for £3 8s., costs. The one was so much simpler and cheaper than the other.

9424. The O'CONOR DON.—The Church Commissioners aided the purchasers as regards legal expenses by having a solicitor of their own?—They had forms which were very simple, I was able to fill them up in a moment, and the man made an affidavit, which cost 2s. 6d., and everything was done in a simple way.

9425. Was there much difficulty about the prices of the lots?—The prices became very high owing to a rumour that a gentleman, who had a bad name, was about to purchase, and they forced up until Lord Wicklow got a very high number of years' purchase on a high rental.

9426. Do you think the Board of Works advanced enough of the money for the purchase?—I think they might advance more. I don't think they would suffer any loss. They might omit, however, the restrictions about alienation, and willing.

9427. Is it stated that disposition of the property by will will not be allowed?—Printed notice is given on the back of the receipts for each instalment paid that assignment, devising, &c., will forfeit the holding.

9428. Mr. KAVANAGH.—Do you think the restriction against subdivision is necessary?—My own opinion is that it is not necessary, but I have heard of places where they cut it up so small that it might be necessary. They might leave it, however, to the action of the farmers themselves. A good many of them send out their sons to business and to America, and they would not be inclined to cut up too small.

9429. You would not place much importance on that?—No.

9430. Mr. SHAW.—What is the name of the place?—The Lagan Valley.

9431. The O'CONOR DON.—You think a great many of the tenants would be able to provide a considerable portion of the purchase-money themselves?—I am afraid not; in that case of Lord Wicklow's property Mr. Wilson had to provide a great deal of it, above what the Board of Works provided.

9432. Do you think the great body of the tenants would not be able to purchase without borrowing?—Not without borrowing and the interest would be nearly as heavy as what they were paying.

9433. And if they had fixity of tenure with free disposal at a fair rent, you think that that would be more practicable, and would be sufficient. I think it would for our neighbourhood; of course I see other people want nothing short of peasant proprietary, but I don't see how it is to be done. The Government should facilitate it wherever it is possible to be done, but it is not practicable in a great many cases.

9434. Mr. SHAW.—The Government you think might give more money?—They might do that without loss.

9435. The O'CONOR DON.—Have the farms that were purchased been improved since?—They have.

9436. And are the people better off and more anxious than their neighbours to improve their farms?—They are decidedly, and there is a feeling of contentment and security about them which is showing itself in the class of fences they are making and the style of doing their work altogether.

9437. There is not much waste land in the district you are acquainted with?—No; there is a good deal about Buncrana where I live.

9438. Is there any other point you wish to mention?—A point to which I wish to give emphasis is the objection that fairly lies against notices to quit in trying disputes about rent. If the tenant disputes the rent, the first thing is a notice to quit. Well in my district the tenant would as soon see a pestilence coming into the house as a notice to quit.

9439. And you think the fixing of the rent is the chief point?—Yes. The tenant should feel secure that the results of his efforts could not be taken from him at any future time.

9440. Increase of rent is the chief hardship?—Yes. That is the whole hardship in this country; I have some experience of the value of tenant-right. In 1866, I sold a farm for £1,123 10s. on which the rent was £48. That was before the Land Act. Tenant-right has been a commodity of sale on these estates with the knowledge of the landlords for several generations.

9441. And has that been at all interfered with by the Land Act?—No.

9442. Has the price of tenant-right in that district increased or decreased since the Act passed?—I don't think in that district it has altered. That farm sold as dear as any that has been sold since.

9443. You are agent over an estate?—Yes.

9444. What is the custom on it?—Free sale. If a man says he wishes to sell we prefer a tenant to get it, but if a tenant does not come forward and compete in the open market, and if any other respectable man gives more the tenant will not get any favour from us.

9445. Have you altered the rent at all?—No; I have not altered the rent.

9446. What is the proportion of the rent to the valuation?—The rent is about 10 per cent. over the valuation.

9447. Would you think that a fair standard?—I think if those men had security they could pay that well, but as corn can now be carried from Baltimore to Derry for 13s. 9d. per ton, while it costs farmers in Donegal as much to send a ton of their oats to Derry, their best market, new and serious conditions affecting our agriculture have arrived.

9448. It is a mountainous country?—Hilly rather.

9449. Mr. SHAW.—You are in favour of the tenant-right?—Yes.

9450. You think it has done an immense deal for Ulster?—Yes; I don't know of any better farmed district than that of the Lagan valley, or better or more industrious men anywhere.

9451. You think it would ruin the tenants if it was attempted to be done away with?—Yes; it would ruin Derry, for we are very dependent on the district.

9452. Mr. KAVANAGH.—Do you mean that the whole cost of the corn is 13s. 9d. a ton from America?—No; but that the cost of bringing a ton from America is the same as bringing it from the district in Donegal with which I am acquainted. That is the freight from America is as cheap as the cartage from parts of Donegal.

9453. Mr. SHAW.—There is no railway to your place?—No; the produce is generally carted by the tenants.

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Mr. W. E. Scott.

Mr. W. E. Scott, D.L., examined.

9454. The O'CONOR DON.—You did not send in any *precis* of your evidence?—No; I was one of those selected by a committee to give evidence.

9455. You are a landed proprietor?—Yes; in the county Derry.

9456. About how many acres have you?—I have two estates perfectly separate. One of about 1,400 acres, which I manage entirely myself, and another of about 1,000 acres, and besides that, some building property. The second property is managed by an agent. One is close to this, and the other is near Limavady.

9457. Does tenant-right exist on these estates?—Yes; on the one I manage myself there is no limit as to the amount of money, but there is as to the mode of selling. In the other estate there is a limit as to the number of years' purchase for tenant-right.

9458. What is the limit as to the mode of selling?—On the estate I manage myself the mode up to the passing of the Act was: the tenant always came to my own house or my office with the purchaser, and talked over the matter and stated the price willing to be paid. If the man was solvent and of good character, and I considered it was a *bona fide* bid, I either accepted him as a tenant, or paid the money that was offered, and put in any tenant that I liked who paid me the money that I had given.

9459. You did not limit it to the tenants on the estate?—No; I gave the tenants the preference if they paid the same sum.

9460. How could you test whether it was a *bona fide* offer or not?—You had to use the best of your knowledge of the man and the circumstances, but it was rather difficult, and it is more difficult now.

9461. Has there been any change since the passing of the Land Act?—I found it very hard to carry out this custom. The sale was simply an agreement, not by auction; but what they do now is to advertise that proposals will be taken for the farm on a given day, but fixing no limit as to time for receiving them, virtually a public auction. The landlord had no scruple before in objecting to a man, as it was in private; but now unless a man is well known to be insolvent or of bad character, he does not like to object to him.

9462. Then practically since the passing of the Land Act restrictions have been abandoned?—Yes, except one or two; I do not acknowledge sheriffs' sales, and right to take farm myself.

9463. Have you had any case brought into the Land Court?—No; There was one in the Court of Chancery. Other difficulties are as to tenants succeeding on death vacancies, and tenants dying without wills. In the case of one of no will I took one of the nearest relatives who had helped the man who died in the management of his farm, and I accepted him as tenant; but an uncle came back from Australia, who it was thought was dead, and he brought the case into the Court of Chancery and nearly ruined the tenant with costs. The fact is I have now to serve notice to quit for two years' rent. He says he has lost much money in law and it is not decided yet. In the old system our selection would not have been disputed.

9464. Have the rents been altered on your estate or have you altered them at any periodical date?—On the estate the principal alteration is a reduction. It was all reclaimed by my grandfather and father from bog, and as it was reclaimed, let. The first lettings I have evidence of were in 1806, and instead of increasing the rents the rents were much reduced in 1835. The lands are still above the Government valuation.

9465. Your father and grandfather did a good deal to improve it?—Yes; it was bought about 1690 and it was nearly all bog, and it was bought for the purpose of supplying Derry with turf. They reclaimed the land

and the original letting was (£2 Irish) the Cunningham acre, and that is more than I could get now.

9466. Have you spent much yourself in improvements?—No; I have not spent any. I came in after the Land Act was passed.

9467. Was there much spent immediately preceding the Land Act—between 1835 and the passing of the Land Act—to assist the tenants?—There was; my father gave the tenants, if they built good houses, timber and slates and sometimes lime, besides reclaiming a considerable quantity of land, which he let to the tenants at 30s. the acre.

9468. Did the tenants make much improvement?—Not without assistance, the improvements are nearly all houses, and the landlord giving the timber and slates.

9469. Has that been going on since the Land Act passed?—It has to a small extent. When they wanted money I borrowed from the Board of Works, and lent it at the same interest as I got it.

9470. For drainage purposes?—No; for building purposes, it is all fairly well drained.

9471. And you charge them the full rate of interest that you pay to the Board of Works?—Yes. I am only a very limited owner, having no power to charge the property.

9472. The other estate you manage through an agent?—Yes; there the custom is limited to five years. It is under the management of Mr. King, who, I am informed, is to be examined before you. I am not so well acquainted with the particulars as he is.

9473. Why do you apply a different rule to it?—I found it that way. That was a property that came through marriage to my father, and it was in a very bad state in 1846 and 1847; the farms all ran into each other. He made great improvements in levelling, old fences, re-dividing the farms and drainage; and before doing that he put a limit of five years, and he told me it was above what was usually then paid for tenant-right in the district. It would appear the tenant-right did not go beyond two or three years at that time.

9474. The five years covers everything, whether the tenant has improved or not?—It does, I believe.

9475. So that the tenant who has spent a good deal could not get more than the man who does nothing?—There seems to be a drawback that way, but it was generally met by giving assistance in building, &c.

9476. Have you found it practically possible to limit the amount to five years? Don't they give more under-hand?—No; for whenever one of these farms is taken up we hand the tenant the five years' rent.

9477. You yourself choose the tenant? Yes; and being small farms they are nearly all always divided amongst the tenants.

9478. Do you own any land out of Ulster?—None, and none out of the county.

9479. Is there any other point you wish to state?—The only other point is as to the rent of the land being so much above the Government valuation.

9480. On which of the estates?—On the one I manage myself.

9481. What is the proportion?—There is about 800 acres let to yearly tenants on one part, and I make it out that it is 32 per cent. above the Government valuation.

9482. How do you account for that?—That the Government valuation is not fair, as tried by the test of the tenant-right; ever since 1835 it has improved, and the sales have gone up from three and four to fifteen years' purchase, rent the same.

9483. Is that per Cunningham acre?—Yes.

9484. Is it much higher rent than the rent in the surrounding districts, or is it about the average?—It is rather higher. Next me is one of the Companies estates, and it is much higher than theirs. It is the Grocers' estate, which has just been sold and divided into lots.

9485. Was it sold to the tenants?—It was offered to the tenants, but very few took advantage of it.

9486. Was it sold to one proprietor?—No, to four or five; in two or three cases the tenants took it, but not a third was taken by the tenants.

9487. Mr. SHAW.—Have the rents been raised on these estates that were sold?—Some of them, but they are under leases. The leases have not dropped, but in a few cases where the tenant has been changed there was a rise.

9488. It was not sold in the Landed Estates Court?—No, by private sale. They get high prices. The property was twice redivided to suit the tenants, but they, I suppose, thinking they were safe under the Ulster custom, did not buy.

9489. There is no limit to the price?—No.

9490. Mr. KAVANAGH.—Do you know of any case where the tenants have purchased their holdings?—No, I don't know any that I can speak positively of.

9491. Mr. SHAW.—Don't you know Lord Waterford's estate?—I don't know enough of it. The Grocers' estate, on which this unlimited right exists, parts of it are very much improved, but on the backward parts there is no improvement by landlord or tenant.

9492. Mr. KAVANAGH.—Are you of opinion it is necessary to have a restriction on tenant-right?—Yes, so far as giving the landlord control over the whole estate.

9493. Do you mean over the prices?—Over the management of the estate. I don't think I would limit it to the price. Even where it was unlimited formerly, the landlord had a dormant power that was well understood by tenants. In the case of unlimited custom it is very difficult to make improvements; for, if you want to drain, you may meet a troublesome tenant who won't allow it, and then it comes to a deadlock.

9494. They stand looking at each other?—Yes.

9495. You think the present state of things should be brought to an end?—I think it is nearly so already.

9496. The O'CONOR DON.—You think difficulties arise by one tenant objecting to draining another tenant's land through his?—Yes; and then, without notice to quit, you cannot compel him, and he

may make a land claim and prove up to twenty or thirty years' custom. Sept. 27, 1880.

9497. The tenant is dissatisfied?—I don't think he is, generally. There are a good number who think it may work out all right yet in time. Mr. W. E. Scott.

9498. Mr. KAVANAGH.—Do you know of any cases of landlords raising the rent?—Oh, yes. I have heard of them.

9498A. The principal complaint we have heard is that the tenant-right is practically eaten up by the increased rent?—The principal valuations I have known were on the Company's estate, and they have been moderate and at long intervals, and they left it as a rule to a professional valuator. The only other estate I know is the Somerset estate, and it was also revalued by one.

9499. Mr. SHAW.—When was that?—It was about 1856 or 1857.

9500. Not since the Land Act?—No; I don't know of any great rise since the Land Act.

9501. But when a tenancy changes or a lease falls in, it is a rule to revalue the land?—Not a general rule; but at the end of twenty-one years—at the end of a fixed period.

9502. But you think it ought to be periodical?—Yes; my father gave me to understand that a person purchasing held at that rent for twenty-one years, unless he offered to build when he had thirty-one years.

9503. There was no lease given?—Yes, and they were hardly ever looked at.

9504. At the end of twenty-one years, or at the end of thirty-one years, if the tenant had built or made any improvements, would you value these improvements and charge him with them?—It depends on how long he has had them. If they are merely drainage works, I think thirty-one years would repay him; but if buildings, I think it would not repay him; but I would not like to do that without bringing in an experienced man.

9505. But at the end of that time, when it was thought these improvements have been exhausted, would the landlord put on rents to cover them?—Yes, in many cases, where there have been new buildings, the valuator has been told to exempt them, unless the landlord had built the houses.

9506. The land is taken at its then value?—Yes, at its then value.

Mr. BENJAMIN H. LANE examined.

Mr. Benjamin H. Lane.

9507. The O'CONOR DON.—Are you a landed proprietor?—No, sir.

9508. An agent?—I am a solicitor and agent, and also a tenant-farmer. In connection with both agency and other work, my duties extend all over the country, and are not confined to Limavady. I live in Limavady, and the land I occupy is in that neighbourhood.

9509. What is the extent of the land over which you act as agent?—I receive between £6,000 and £7,000 a year of rents; I have been acting for the last fifteen years as solicitor in the management of estates that pay something about £70,000 a year, to a great extent the estates of the London Companies.

9510. I understand you are prepared to tell us something as to the relations between tenants and their landlords?—On these estates of the London Companies?

9511. Which of the London Companies can you speak for?—The Mercers' Company first. Their property is partly in the half barony of Coleraine, and partly in the barony of Loughinshollin. The estate contains 21,024A. 2R. 13P., the rental is £11,769 12s., and the Government valuation £11,549 3s. The rental and the valuation are very much the same; about £200 between them. I may say the Mercers' estate has the smallest tenures; that is there are more tenants on the estate in proportion to the acreage than on any of the other Companies, I believe there are 1,200 tenants upon it, and I believe there are nearly 700 who pay under £10 a year.

9512. Is it chiefly agricultural land, or are there villages or towns on it?—There is the village of Kilrea with a few hundred inhabitants.

9513. Mr. SHAW.—Are they weavers there?—No, there is very little weaving on the estate, very little now; the Company got possession of their estate in 1831. It had been previously let to the Stewart family, they got into possession on the death of one of the Georges in 1831, the rental then was £9,205. The Company reduced it by £1,000 a year, and it so continued up to 1853, when they had it revalued, and the custom they adopted for valuing their estate was, they had two valuers and adjusted the rents between the two.

9514. Did they appoint both valuers?—They appointed both.

9515. They valued separately?—Yes, then the Company struck the rent between the average valuations. The valuations made for the Company in 1853 was £10,654 and they settled the rental at £10,111 8s.

9516. Did they value the buildings?—No, buildings are never valued. Their custom is, as is the general rule in this county, to have a revaluation made every twenty-one years. The valuation although made in 1853, the rents founded on it did not come into operation until 1855, and then, in 1875, they had a fresh valuation by two valuers again; one of them valued at £14,363, and the other at £14,418, and the Company fixed the rental at £11,769, being about £3,000 under the average of the valuations.

9517. Do they spend any money on improvements?—They do. Up to 1873, from the date at which they got the estate in 1831, they received out of the estate for rents £388,658 8s., and they spent in improvements £134,424 1s. 3d., and in the management of the estate, paying their agent, and their bailiffs, with salaries and donations to clergymen, £80,744 17s. 5d.

9518. Could you give the proportion of money spent

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on buildings and the money spent on the land in the way of drainage?—I have not it here, but I could obtain it. I may say that in dealing with the Mercers' Company there has been raised a point that I myself have a very strong opinion upon, and I believe a great many others have the same who are connected with the management of property, and that is as to the present procedure in the raising of rents. In 1875, when the Company came to revalue their estates, having been told they were value for about £14,000 a year, and when they asked a much lower sum than that, the tenants refused—absolutely refused, and a combination arose among them, and they refused to pay any increase, or to make any settlement whatever, which placed the Company in a very awkward position; they did their best, but the tenants were advised by some parties and they would not come to terms with the exception of a very few. The Company took a selection of cases to have them tried by the County Court Judge, with respect to the rents which they would not pay.

9519. That is to try the fairness of the rents?—Yes, and the result was we had to serve notices to quit, which they allowed to proceed to ejectment, and they claimed then, under the Ulster custom, to the amount of £50,000 odd. In the fifty-three cases we proceeded with, we took the largest tenants on the estate for the purpose of testing the point—to let them see there was no unfair demand made. The cases were dismissed by the Chairman, and the dismiss was subsequently confirmed by the Judge on appeal, and it cost the tenants £821.

9520. On what grounds were the cases dismissed?—On the ground that the demand was reasonable.

9521. The tenants remained in?—Yes, and they still remain. What I submit is, that the law requires some amendment in respect to the procedure for revision of rents, and what appears to be a reasonable way of arriving at that would be that, if the landlord thinks the time has arrived or desires to raise his rents, and fails to agree with the tenants, let him serve notice upon them, requiring them to show cause before the Chairman why the rent should not be the sum demanded, and let the question then be determined, instead of going through the round-about procedure of serving notice to quit, which creates unnecessarily an amount of ill feeling, and which is followed by an ejectment with a large amount of cost.

9522. Mr. SHAW.—You would leave it to the Chairman to fix the rent?—I think the Chairman with the evidence of both sides before him is a fair judge.

9523. The O'CONOR DON.—Would you make it compulsory on both parties to abide by his decision?—Certainly, if the Chairman thought that the rent asked by the landlord is reasonable there is no breach of the custom, and the tenant must either hold at that rent or part with the land.

9524. Would you make it compulsory on the landlord to abide by that? I would give an appeal. If a landlord wants the land he must pay the tenant the tenant-right. If they both appealed to this court you would make it compulsory?—Not necessarily, I would have it compulsory in this way, that if a court thinks the rent is a reasonable and proper rent and not a breach of the custom, the tenant must either hold at that or sell his tenant-right if he wants to go away, but if, on the other hand, the landlord takes the tenant's land, he must pay him for it.

9525. Suppose the court says it is unreasonable?—Then the landlord must allow him to remain at a reasonable rent, or pay for the tenant-right.

9526. Having once gone into court do you think that they should be bound by the court?—No, I would not go so far as that. I say I think that the law requires amendment with respect to the procedure for the adjustment of rents. At present if a landlord wishes to revise his rent, or if the usual period for revision has arrived, if he cannot come to terms with his tenants, he has to proceed to serve a notice to quit, which is followed by an ejectment and then a land claim by the tenant. The case goes into court, before the County Court Judge as

land judge, and the landlord in reply to the tenant's claim says, "I only want my rent revised, and have demanded such a sum as is a fair and reasonable rent and no infringement of the custom; and, therefore, the tenant's claim should be dismissed." Obviously, therefore, the question which the Judge has to determine is—Is the rent asked by the landlord a rack rent, and such as the tenant cannot be reasonably asked to pay. If so there is a breach of the custom, and the landlord must either agree to what the Judge holds to be a reasonable rent to charge, or he must pay the tenant the value of his tenant-right assessed at such rent. If, on the other hand, the rent demanded by the landlord is reasonable and fair, there is no breach of the custom, the tenant's claim is dismissed, and he can either hold his farm at the new rent or dispose of his tenant-right subject to such rent.

9527. Mr. SHAW.—Tenant-right is admitted on the estate?—Yes; except in this respect that there is a custom upon the estate that where a small holding is desired by an adjoining farmer he appoints an arbitrator, and the small holder appoints an arbitrator, and whatever they agree upon, the small holder is bound to give the land at that rate. That is where the adjoining tenant wants to have it; but if the adjoining tenant is not anxious to have it, the custom is unlimited.

9528. O'CONOR DON.—Is there any other Company you wish to give evidence about?—With respect to the Salters' Company the rental is £14,851 19s. 9d. The Government valuation £17,718 10s., and the average 19,281A. OR. 24P. That is the cheapest let estate of the Companies.

9529. Where is it situated?—Near Magherafelt. The Company got possession in 1853, the property had formerly belonged to the late Sir Thomas Bateson. There was a revision of rent then and an agreement come to, to add 10 per cent. to the then existing rents, and 10 per cent. at the expiration of another period, which period was up two years ago; but owing to the depressed times the company have not added it. They have recently made some increase on townpark lands, but I am talking of agricultural land.

9530. Is most of their property agricultural land?—It is almost all agricultural. The town of Magherafelt is on it, and with the exception of that it is all arable land.

9531. And tenant-right is admitted?—Tenant-right by private sale is admitted, but not by public auction.

9532. They don't restrict the price?—No.

9533. They don't limit it to tenants on the estate?—Further than that tenants on the estate have the preference.

9534. Have they spent much money on their estate?—They have spent since they came into possession on improvements £34,776 11s. 7d., and in donations, salaries to ministers, &c., £22,083 12s. 9d. They have built a court-house at a cost of £1,863. They have also guaranteed 5 per cent. on £2,000 of shares in a small railway, and have given land free to another railway in the district. The Skinners Company—I believe their agent will attend and give information himself. I have been advising the Skinners since they came into possession of the estate. The rental is £13,387 1s. 8d., the Government valuation £13,141 12s., and the acreage 44,334 acres. The Ulster custom prevails to an unlimited extent except that it is by private sale. There is no limit as to price, and the prices with this limitation go to a very high figure.

9535. Up to what rate?—Up to thirty years' purchase.

9536. Has there been any increase in the rental?—There has. In 1872 the company got possession on the fall of the leases to the Ogilby family, and they had a revision of the rent, and it was settled at £13,387.

9537. What was it before?—I could not tell you exactly. The system by which the increase was put

on was, that to the agricultural lands 2s. 6d. in the pound was added. There had been no increase for forty years on the estate, and then they added 2s. 6d. to agricultural rents, and 25 per cent. to the town rents, and 20 per cent. townparks.

9538. What are they doing?—They are laying out money in improvements. Since they got possession they have spent £4,730 on improvements; they pay yearly in salaries about £1,000, and about £1,000 for management, besides guaranteeing 5 per cent. on £20,000 shares to the railway from Limavady to Dungiven. When they settled the rental in 1872, they did so without any dispute whatever with the tenants. The Fishmongers' Company—I am a tenant on that property myself. I cannot give exactly the figures in their case. The rental is about £10,000, and the Government valuation between £7,000 and £8,000. It is the best estate in the county, that is, there is on it the best land to be found on any of the London Companies, and they have spent a large sum on improvements and do annually spend a large sum on schools.

9539. Is it generally agricultural land?—Principally. They give leases for twenty-one years, but since the passing of the Land Act they put into the leases a covenant which preserves the tenant-right at the expiration of the lease for the tenant.

9540. For the tenant?—Yes, at the expiration of the lease. It has been the custom to have the lands revalued.

9540A. The rent is higher than the valuation?—Yes; it is very good land, and I don't believe there is a tenant, except in exceptional cases, that will not tell you the rents are fair.

9541. What is the rate of the tenant-right?—I have known it up to forty years, but it would average twenty-five on the Fishmongers' estate. As to the estate of the Irish Society in Derry, of course their rents are published every year. I am the solicitor of the Society, but I have no authority to give any information on behalf of the Society; but if there is any question you wish to ask I would answer it.

9542. Their agent is not able to come, not being well?—Yes.

9543. We had some complaints to-day about the treatment of tenants on the Society's estate?—I think I know every thing done in connexion with their estate.

9544. Do you know anything of the case of a Mr. Steele who complains of a notice preventing his selling his holding?—I do. The custom on the estate is that the tenant, before he sells his tenant-right, should give notice of his intention to do so, and obtain the leave of the landlord. Mr. Steele, in contravention of that custom, declared he would sell, but he was required to make an application first.

9545. A written notice was handed in here to-day, signed by the agent, directing the auctioneer to inform all persons who bid that the holding would be subject to a revision of rent?—Yes.

9546. And also that the sale must take place subject to the approval of the agent as to the purchaser?—I was not aware that the notice contained a revision of rent. The rule upon the Irish Society estate, with respect to tenants from year to year, is, where the rent has not been raised for, at least, the average twenty-one years, there is, upon a transfer of tenancy, to be a revision of rent.

9547. Mr. SHAW.—That was not stated in the notice?—It is known to be so—that with regard to yearly tenancies upon the Society's estate, in many of which the rent has not been raised for many years—perhaps up to forty years—that where tenant-right is sold, it is sold subject to a revision of rent.

9548. Then there is no reason for giving the notice?—The only object is that the purchaser might not be misled if he was not informed of this. That very case had arisen with this Society, where a purchaser

revised for forty years, and he then said to the Society, "You should have given me notice."

9549. We had also a statement with regard to another tenant named Osborne. He bought a farm which was essential for the drainage of another farm, and you served him with notice to quit?—I don't think we ever served him with notice to quit.

9550. Mr. KAVANAGH.—He says he went over to the Company, and that they gave him seven days to decide whether he would accept it?—I never heard of it at all; but I will be very happy to get any information about it.

9551. You are not aware his rent was raised?—It was raised three or four years ago. One of his fields runs into the city boundary, and his rent was revised three or four years ago. It had not been revised for a very long period; but I certainly never heard of the statement that a notice to quit was served.

9552. The O'CONNOR DON.—Are we to understand the usual custom on the estate is to revise the rent in twenty-one years?—With the Irish Society it is longer than that—I am talking entirely of agricultural land.—It was let on leases for the life of the late Lord Londonderry. These leases expired five or six years ago, in 1874 or 1875. The Society then offered (and I think it was almost universally accepted by the tenants) to re-let the farms to the tenants on leases for thirty-one years. The other portion of the estate, where it was tenancies from year to year, remains so.

9553. But tenant-right is acknowledged on the estate?—With a covenant in the lease reserving the tenant-right at the end of the lease.

9554. That was unlimited tenant-right?—That is unlimited. I never knew of any limit being placed upon it at all. Of course, you are aware that the Society gave £40,000 to the freeing of the bridge. They publish annually their income and expenditure, and show how the money is spent in donations and charities.

9555. Do they do much in improving the land?—They have done considerable.

9556. Have you figures on that point?—No.

9557. Mr. SHAW.—In these other estates, do you think it would be any advantage to sell to the tenants?—I don't think it would; and they could not buy. I believe I am the second largest farmer on any of the Company's estates in the county, and I consider I would be placed in a very disadvantageous position, considering the interest I have in my farm as a tenant-right interest, if the Company were to sell their estate and I bought my holding.

9558. If the Companies came to an arrangement to sell to the tenants, would the tenants be able to buy, generally?—I don't think they would be able without incumbering themselves very heavily. A great many on the Fishmongers estate would be, certainly; but not the others—

9559. They are small tenants, and poor enough?—Yes, poor enough.

9560. They are not suitable tenancies to make such an experiment on?—They are as good tenancies as any I know.

9561. They are small?—Some of them are small.

9562. The O'CONNOR DON.—Do you wish to make any observation about the Bright Clauses?—At the sale of Lord Waterford's estate, in 1871, I acted for a good many of the tenants who purchased their farms, and I acted for others since—in court and out of court.

9563. Have you any suggestion to make for the improvement of the procedure?—I think the procedure at present in the Landed Estates Court with respect to the requirement of surveys, and so on, are unnecessary. In answer to the question, "Have any difficulties been experienced in carrying out such sales?" I say, Yes, I think the course of procedure is unnecessarily expensive and tedious. Where a petition is presented to the Court for carrying out an agreement for sale between a landlord and tenant, under

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the section of the Act, I think all the Court should do is to inquire into the title, and if that is found good, then convey the holdings to the tenants, subject to all existing rights of way, easements, &c. This would very much simplify matters. Again, where the sale is on a petition for sale of an entire estate, and that any portion of it is purchased by the tenants, I think there should be provision made to dispense with the survey of individual farms, and defining each separate holding's easements as at present. All the Government should require is a good title to the land on which their money is advanced, and we have a precedent for this in conveyances under the Church Act. The Church Commissioners are untrammelled with all these things.

9564. You think inquiry about all those rights of way and easements lead to expense?—Yes, and a great deal of delay.

9565. Had they to do that in the case of the Marquess of Waterford?—It was rather peculiar in that respect. A petition had been presented, and the lots made, in which there were seven, or eight, or ten farms in one lot, and when the tenants purchased their holding the Landed Estates Court refused to make any conveyance to separate tenants except on a separate survey, which resulted in the whole estate having to be resurveyed and redivided, which was very tedious and very expensive.

9566. With regard to your experience of these tenants, are they getting on well since they purchased?—I think where the purchaser has money, he is doing well, and naturally, if he is an industrious man, he will continue to prosper. Some few have improved their dwelling-houses, but, with that exception, I see no difference between them and yearly tenants on tenant-right estates.

9567. Do many of them borrow money?—Yes, some of them, and they are much worse off, for not only have they to pay interest to the Government, which generally equals their former rent, but large sums of interest to third parties for the money they have borrowed.

9568. Have many of them had to sell again since they purchased?—A few; not many.

9569. Mr. SHAW.—They are good-sized farms?—No, a good many of them are small; some of them are large, but the majority are small.

9570. How long is it since that sale?—It was in 1871 and 1872.

9571. They are working clear of the debt?—Some are and some are not.

9572. The O'CONOR DON.—Do you think any more than two-thirds of the purchase-money might be safely advanced?—I don't see any objection if the Government see it is security for the money.

9573. Don't you think that with the greater interest the tenant has under tenant-right in the North there would be security for a much larger proportion than two-thirds?—It all depends on the amount given for the farm. One farm may be very good security for over two-thirds, and another farm might not be security for the two-thirds. Each case must depend on its merits.

9574. A great deal depends on the rate of purchase?—Of course it all depends on that.

9575. Have you had any instances of the working of perpetuities beside these?—I have had. In this county there were two large manors, one at Limavady and one at Beleaghy, belonging to the Vintners. The manors had belonged to the Right Hon. William and Thomas Conolly, Speakers of the Irish House. From 1700, and during all that century, they were let on perpetuity leases at nominal rents. The result is that these manors (although it should be quite the contrary) are badly farmed, the holdings small, and the occupiers poor. They call themselves "freeholders."

9576. They have subdivided?—All this arises from subdivision. In some cases the land was originally let to two, three, and four tenants; now it is under ten or twelve; and in one case where it was

let to five tenants originally, it is now in the hands fifty, the majority of whom are paupers, and living in a condition at least 100 years behind their neighbours, who are paying a fair rent for the land.

9577. How long has the land been subdivided to that extent?—For many years. I was looking back at a renewal made in 1833, and there were forty-six tenants then, and at present they are a hundred years behind their neighbours over the ditch, who pay a fair rent to the landlord.

9577A. Mr. SHAW.—How can there be fifty freeholders?—They have subdivided the land amongst families, and pieces have been sold.

9578. Are they weavers?—No, common labourers and agriculturists.

9579. At the time that subdivision was made there was no resource for these people but emigration?—No doubt.

9580. Mr. KAVANAGH.—That is the case referred to by Lord Lifford in a letter to the *Times*. He says "I know of one tenancy, and it is now in possession of seventy freeholders by subdivision"?—That was Mr. Conolly's Donegal estate. The manor of Limavady was sold at the beginning of this century to the La Touches of Dublin, who had got mortgages on and had foreclosed, and they sold it to the Ogilbys.

9581. Mr. SHAW.—The linen trade was extensive in this district at one time?—No doubt it was, and on one of these manors, the Vintners, more than the manor of Limavady.

9582. And the subdivision was made when the trade was flourishing?—I don't know that.

9583. Have they been subdividing on Lord Waterford's property?—They cannot until the money is paid off.

9584. Mr. KAVANAGH.—Lord Lifford says:—

"I come now to the other portion of the only instance adduced by Mr. Sharman Crawford, viz., the estates of the Conolly family. It must now be nearly 100 years since the then Mr. Conolly leased for ever, the whole or nearly the whole of his Derry estate to the tenants at half a crown an acre; after a while that property became a by-word for bad farming, misery and oppression; the tenants soon underlet their farms at exorbitant rents to undertenants."

That was your impression as to the state of the case?—That is what I have stated as a fact.

9585. The O'CONOR DON.—You don't say they underlet their land to other tenants?—No, it is subdividing the freehold.

9586. Mr. SHAW.—They did not become landlords themselves?—They became freehold occupiers in fee. The object with which I put them forward is that this subdivision may be guarded against, for it does bring the country down.

9587. The O'CONOR DON. Is there any other point you desire to mention?—Except as to the custom.

9588. I think you have told us the custom on these different estates?—Yes.

9589. Mr. KAVANAGH.—Which of the customs do you think the best? Do you think that no restriction on the part of the landlord is good?—If you were to begin with the normal condition of things, I would say it is not good to have an unrestricted price, but we have to look at these things as we find them.

9590. Mr. SHAW.—It is unpleasant to have these different rules—one estate perfectly free, and the other limited?—Of course they are pretty well known on any estates where they exist.

9591. Are people less anxious to go on the restricted properties than on the others?—Not a bit I think.

9592. The demand is so great they would go any where for it?—I don't know that that exactly does it, but they do do it.

9593. Mr. KAVANAGH.—Which has most advantage, the limit as to price, or the limit as to the landlord's selection of a tenant?—I should always leave a veto with the landlord in the choice of a tenant. It comes to the same thing, and I should also say it is essential that the 18th section of the Land Act should be incorporated with the Ulster custom.

9594. That is the equity section?—Yes, for I have known upon tenant-right estates a troublesome tenant would not allow a drain to be run down his ditch, which would improve the whole tract of country above him. If he does not allow this to be done you must proceed against him. It has been always held in this county that where the conduct of the tenant is unreasonable, if it does not deprive him of his tenant-right, it always weighs with the Judge in awarding him compensation. It is very necessary there should be some power that way, to have things arranged, otherwise they very often lead to annoyance and a great deal of injury.

9595. Mr. SHAW.—Do you think there should be any raising of rents, except periodically?—No, except periodically, and there should be some method in the way I suggest to simplify the present state of things. No more glaring case arises than that of the Mercers Company, where they did everything they could to get

the tenants to do what was reasonable, and they would do nothing, and there they drove us to notices to quit and ejectment.

9596. The O'CONOR DON.—And when some were settled all the rest came in under the same rule?—Yes.

9597. Mr. SHAW.—The rents are reasonable?—I consider them reasonable. There may be some odd ones not so, but I don't believe there is. I know a good deal about the valuation of land, and I went over their estate myself carefully, and I don't believe there is a rent on the estate that is shown to work unreasonably to the tenant.

9598. They are very industrious and thrifty?—Yes.

9599. And they are poor?—Yes, a great deal of it is poor land, but there are as good tenants on it as you would meet. There are also mountain tenants.

9600. They are lower in rent?—They are much lower in rent.

Commissioners then adjourned until next morning.

Sept. 27, 1880.

Mr. Benjamin
H. Lane.

FIFTEENTH DAY—TUESDAY, 28TH SEPTEMBER, 1880.

The Commissioners sat at Jury's Hotel this morning, and resumed the Inquiry.

Present:—The Right Hon. the EARL of BESSBOROUGH, Chairman; The O'CONOR DON, ARTHUR MACMORROUGH KAVANAGH, Esq., D.L., and WILLIAM SHAW, Esq., M.P.

Mr. JAMES STEEL HANNA, Carrowkeel, Campsie, examined.

Sept. 28, 1880.

Mr. James S
Hanna.

9601. CHAIRMAN.—Are you a tenant farmer?—I am.

9602. Where?—At Carrowkeel, near Campsie P.O.

9603. Under whom do you hold?—Under W. F. Bigger, esq.

9604. How many acres?—About 100.

9605. Is it a tenant-right farm?—It is.

9606. What are the rules of tenant-right on the property?—The rules of tenant-right at the time my father purchased the farm. It was then part of the Grocers' Company's estate.

9607. What was the date of your father's purchase?—December, 1871.

9608. Was it then under the Grocers' Company?—Yes.

9609. Has there been a change of landlords since?

—Yes. Mr. W. F. Bigger of Derry, is now the landlord.

9610. He purchased it?—Yes; he purchased part of the Grocers' estate.

9611. Was there a lease of it in 1871?—Yes, and it is under a lease still.

9612. The O'CONOR DON.—For how long?—It will expire in 1882.

9613. Has anything unsatisfactory occurred with reference to it?—No, not with reference to that. It is not as to that place I want to give evidence, it is with regard to the farm my father sold in 1872. That farm was on the property of Henry Kyle, esq., of Laurel Hill—it was in the townland of Warbleshinny.

9614. Was it held under lease?—It was not. It had been under lease till 1857. It was original part of the Goldsmiths' estate; it afterwards changed hands and became the property of Mr. Leslie Alexander, and subsequently it passed to Mr. Kyle.

9615. What took place in reference to the sale of that farm?—On the occasion of the sale my father got the following letter from Mr. Kyle:—

“Laurel Hill, January 4th, 1872.

“DEAR SIR.—I see that you have advertised that you are about to sell the tenant-right of the farm you hold under me. I do not desire to deprive you of any right under the late Act to which you may be entitled, but I write to give you fair notice that the rent to the new tenant (who must be approved by me), will be £64 per annum, which I believe to be a fair and reasonable rent under all the circumstances.

“Yours truly,

“HENRY KYLE.”

“Mr. Wm. Hanna, Warbleshinny.”

9616. What had the rent been up to that time?—Up to that time the rent had been £56, and bog rent. The bog had been free before that. It had

9617. The O'CONOR DON.—The rent was increased in 1858 from £37 14s. 9d. to £56?—Yes; and then in 1872, when my father wished to sell the farm he wrote him that letter, increasing the rent to £64. He followed up that letter by sending his bailiff to the place on the day of sale to inform purchasers that the rent would be raised. Of course my father was placed then in a peculiar position. He wanted to sell the farm in order to raise money to pay for the farm he had purchased. What was he to do? He had to put up the farm and sell it at the old rent, and then compromise with the landlord. The nature of the compromise was this:—the landlord agreed, if my father paid him down a sum of £80, to allow the rent to remain as it was. My father paid him the £80; the rent remained at £56, and the landlord put the £80 into his pocket.

9618. What amount of purchase-money did your father receive?—The total was £960, minus £10 for auction fees. My father had received a *bona fide* offer of £200 more before this difficulty turned up, but the party declined to carry out the transaction in consequence of the landlord saying he would increase the rent; so that my father actually lost £280 by the action taken by Mr. Kyle in the matter.

9619. CHAIRMAN.—Has the additional rent been since put upon the purchaser?—I do not think it has.

9620. Did he get a lease?—I don't think he did. He may have.

9621. Mr. SHAW.—Are leases common upon the property?—Here and there.

9622. It is a tenant-right property, I suppose?—It is. He says in this letter that as far as the new Act would allow he would acknowledge it.

9623. Had it been the practice on the estate prior to the Land Act to raise rent on the occasion of a sale?—I think that was the first sale that had taken place on the estate for many years.

9624. The O'CONOR DON.—It had been raised in 1858 on the dropping of the lease?—It had.

9624A. Do you know whether it was an old lease?—It was for three lives, I think, and years besides.

9625. CHAIRMAN.—Had your father made improvements on the property?—Yes. He had expended £500 if not more on buildings, and he spent, I could not say how much, on the farm.

9626. What was the poor-law valuation of the land?—£48. I wish to add that the rental of the holdings of R. McKeown, John Smith, Edward Stevenson, William Elliott, Michael Logue, James Kelly, and Joseph Henderson, in Warbleshinny, have been raised by Mr. Kyle, within the last few years from £109 17s. 3d. to £197 15s., the Government valuation being £136 5s.

Sept. 28, 1880.

Mr. John
Flanagan and
Mr. John
Taylor, jun.

Mr. JOHN FLANAGAN, of Castlefinn, and Mr. JOHN TAYLOR, jun., of same place, attended as a deputation from the Castlefinn Tenants' Defence Association.

9627. CHAIRMAN.—I believe you are a tenant-farmer?—Mr. Flanagan.—I am.

9628. Do you hold under the Ulster custom?—Yes.

9629. Where is your farm?—At Grahamsland, in the vicinity of Castlefinn. Grahamsland is the name of the townland.

9630. Are you a member of the Castlefinn Tenants' Defence Association?—Yes.

9631. How many members does it consist of?—The sub-committee consists of six. I do not exactly know the number of members in the Association. At one time there were three or four hundred.

9632. Do you speak on behalf of the Association generally?—Yes, with my friend, Mr. Taylor.

9633. Is there any special matter, among those which you have mentioned in the notes of your evidence, which you would wish first to bring before us?—No. I am ready to answer as to any of the points on which you wish to question me.

9634. Then we will take the grievance you mention as to office rules giving the landlord a right to raise the rents?—Yes. That is our principal grievance.

9635. We will take your own case first. Will you give us the name of your landlord?—The Rev. Robert Delap.

9636. Who is the agent?—Mr. Montgomery Stewart, J.P., Lifford.

9637. When did you first go into occupation of your holding?—My father occupied it before me. It was some time about 1844 or 1845 that my father came first into possession, and, at my father's death, I took possession.

9638. Was it under lease?—No; I never held under lease.

9639. Beginning from the time you succeeded your father, tell us whether there was any rise of rent, and, if so, how much?—There was a rise of rent in 1876 of £2. The Government valuation of my holding at this time was £18 15s. My old rent was £26, the rent my father always paid. The rise of rent in 1876 brought it up to £28. I considered that an exorbitant rent, inasmuch as the valuation was only £18 15s.

9640. How many acres did the farm consist of?—Eleven and a half acres Cunningham measure. About fourteen statute.

9641. Was that £2 the last rise?—That was the last rise.

9642. Had you and your father done the improvements?—Yes; all the improvements.

9643. Without any assistance from the landlord?—Without any assistance whatever.

9644. This increase from £26 to £28, was it made at the expiration of any special length of time from a former rise of rent?—No, not that I am aware of.

9645. Mr. SHAW.—Was there a general valuation of the property then?—There was a general assessment on the valuation. We considered it a general assessment.

9646. On the whole property?—On the whole property.

9647. Were they all raised in the same proportion?—In or about the same.

9648. CHAIRMAN.—Was there any objection raised by the tenants to the increase?—A very great objection, so much so that litigation ensued. We were brought to the county court and appealed to the assizes, but there was a decree granted against us for possession. This decree was brought about because we would not pay the rise of rent, nor would we sign a document agreeing to pay all the county cess. We were objected to quit if we did not pay the rise of rent. We objected to the rise of rent inasmuch as we considered it exorbitant. Appended to the notice to quit was another notice saying that if we paid a reasonable rent we would not be disturbed. This collateral

notice was not embodied in the rise of rent. In my case the rent was £28, which the landlord had considered a fair and reasonable rent, and if I paid this £28 a year I was not to be disturbed.

9649. Not to be disturbed for how long?—There was no period of time mentioned. In my case I tendered the £28, but it would not be accepted unless I also signed a document agreeing to pay the county cess.

9650. In addition to the £28?—In addition to the £28. I objected to pay the whole county cess. I was satisfied to pay the half. We appealed to the county court, and from that to the assizes. Both courts decided against us, saying they had no authority under the present law but to give the landlord his land. We were decreed to give possession unless we signed the document agreeing to pay the county cess as well as the rise of rent, which we did sooner than bring the case to the Court of Appeal, on account of the different decisions the judges were giving in regard to fixing compensation for disturbance and other matters. Accordingly we signed the document through compulsion, agreeing to pay the cess and to pay the increased rent.

9651. CHAIRMAN.—You could have refused to sign, and gone to the court for the value of your tenant-right?—Of course we could have done that, but we were afraid, as we considered there were impartial decisions given in the courts of law.

9652. Mr. SHAW.—You say "impartial" decisions—do you mean partial?—Perhaps partial. I mean we were afraid the case might be decided against us—we were apprehensive that it would not be decided in our favour.

9653. CHAIRMAN.—Previous to the Land Act what was the rule of the estate as to rent?—The rule was that the landlord was supposed to have the power to raise the rent at any time—to do exactly as he pleased without any restriction. The landlord's authority was arbitrary—no tenant could raise any objection to anything he said or did.

9654. Then to a certain extent the Land Act was a help to the tenant?—It gave some small help, but very little. It failed to give the tenant security in his holding. It failed to prevent the landlord from raising the rent to any height he pleased—it failed in many instances. Still the tenants expected that the Act was going to do a great deal more, and laid more stress upon it than actually turned out afterwards, because the courts of law generally interpret the Land Act to suit themselves.

9655. The intention of the Act was to guard against such cases as you mention?—Yes.

9656. But the remedy given was not sufficient?—Just so; it has not redressed any of our grievances, I might say.

9657. What do you think could redress it?—Fixity of tenure at a fair rent to be determined by a fair valuation.

9658. By arbitration?—Yes. I think that would be a fair way of arriving at it, or Griffith's valuation would be a fair thing. I think every one would accept Griffith's valuation as a fair rent, excluding the tenant's improvements in the way of building.

9659. Griffith's valuation is generally supposed to be below the letting value, having been made so many years ago upon a scale of prices different from the present?—In my opinion inasmuch as the tenant's improvements in the way of building increased the tenement valuation over and above Griffith's valuation, Government may have a right to tax us for our buildings and improvements, but the landlord has not, and Griffith's valuation would represent the rent that the landlord is more justly entitled to.

9660. Mr. SHAW.—The prices of produce were as high at the time Griffith's valuation was made in the

north of Ireland as they are now—corn was probably higher?—The prices of produce, no doubt, regulate things to a great extent, but the price of labour, which has a great deal to say to the expense of farming, is very much higher now than it was then.

9661. What is the present rate of wages of labourers in your district?—They vary according to the quality of the servant. Some men are more efficient, and entitled to more wages than others; but on the whole the wages of labourers at the present time are widely different from what they were at the time of Griffith's valuation. At that time a labourer was well off if he got sixpence a day; now he gets up to two shillings a day.

9662. Do the labourers get two shillings a day in your district?—They get eighteenpence and two shillings a day.

9663. How far from Londonderry?—About sixteen miles.

9664. Is there a good opportunity for getting employment elsewhere that causes such high wages?—No, generally fair hands get those wages; digging potatoes is the work going on now. At special times they get more.

9665. At special times?—Yes. Harvest is a special time, digging potatoes is a special time, and putting in the seed is a special time. In fact the whole year almost is made up of special times, during which you have always to give extra wages to labourers.

9666. What are the general wages of labourers who are employed all the year round?—They get £18 to £20 a year and their board.

9667. Do you give them cottages?—A man who is boarded and lives in the house with the farmer gets that. If you give him a cottage his pay is generally 8s. a week and a rood of potatoes ready to dig—planted by the farmer.

9668. The farmer gives the seed and manure?—Yes. Sept 28, 1830.

9669. CHAIRMAN.—At the time Griffith's valuation was made there was the same system of paying the labourers higher upon special occasions, therefore you could not fairly say that the wages were sixpence a day, taking all the year round?—They were paid higher at busy times no doubt, but not so much as at present. The average cost of labour now is four times what it was then. In those days sixpence a day and board were considered sufficient wages as far as I recollect.

9670. The O'CONOR DON.—When was Griffith's valuation made in your country?—In 1846, I think.

9671. Do you mean to say that in 1846 you could get a man for sixpence a day in harvest time?—When I speak of wages I have reference to the years 1846, 1847, and 1848. About that time wages were at the lowest.

9672. Griffith's valuation was made in 1856, not 1846—could you give us any comparison of the cost of labour between 1856 and the present time?—I think wages are at present double what they were in 1856; and four times as high as they were in the decade of years before that.

9673. Could you get a man in 1856 at four shillings a week all the year round, with the same privileges as they get now?—They got no privileges at all then. If a labourer had four shillings a week and a cottage, he had to sow his own potatoes, and provide the seed and manure.

9674. CHAIRMAN.—Do the labourers in your district hold under the farmers?—Yes

9675. They don't hold direct from the landlord?—No; we must build houses for them, and keep them in repair. With regard to raising of rents, here is a list of tenants on the estate of the Rev. Mr. Delap, whose rents have been raised.

RETURN OF RENT-RAISING, No. I.—Shanvally Estate of Rev. ROBERT DELAP.

Names of Tenants.	Tenement Valuation.	Former Rent.	Present Rent.	Names of Tenants.	Tenement Valuation.	Former Rent.	Present Rent.
	£ s. d.	£ s. d.	£ s. d.		£ s. d.	£ s. d.	£ s. d.
Allison, John, .	53 10 0	56 10 0	63 0 0	Hegarty, Thomas,	4 17 6	5 0 0	7 0 0
Black, James, .	21 0 0	—	26 0 0	Hepburn, Samuel,	3 0 0	3 5 0	4 5 0
Coventry, Miss, .	6 5 0	6 12 0	8 0 0	Lawn, Hugh, .	3 15 0	4 7 8	5 0 0
Coventry, Mrs., .	14 15 0	17 8 0	18 10 0	Lawn, William, .	3 0 0	3 5 0	4 5 0
Crawford, Thomas,	49 10 0	59 15 0	63 0 0	Lynch, James, .	7 10 0	8 6 0	10 0 0
Crawford, William,	5 0 0	5 14 8	6 10 0	M'Kinlay, Robert,	120 15 0	—	134 12 0
(Grahamsland.)				Orr, John George,	34 10 0	34 10 0	39 0 0
Crawford, William,	23 10 0	27 16 0	31 10 0	Stewart, Jane, .	11 10 0	12 1 0	14 10 0
(Magherashanvally.)				Stewart, Mrs. Wm.,	11 19 0	15 2 4	16 10 0
Crawford, William,	18 0 0	20 0 0	23 0 0	Taylor, John, .	68 0 0	96 0 0	98 0 0
(Sessiagh.)				Taylor, Robert, .	24 0 0	28 10 0	31 0 0
Donnell, Eleanor, .	9 10 0	10 6 0	12 0 0	Taylor, Samuel, .	77 18 0	102 15 10	111 0 0
Flanagan, John, .	18 15 0	26 0 0	28 0 0	Tedlie, John, .	5 10 0	6 7 4	7 0 0
Gallagher, Hugh, .	5 5 0	6 14 0	8 0 0	Wylie, Hugh, .	16 10 0	16 10 0	19 0 0
Same, .	44 0 0	66 0 6	70 0 0	Wylie, Joseph, .	34 10 0	34 10 0	39 0 0
Hegarty, Mrs. Wm.,	32 5 0	50 3 10	52 0 0				

CASTLEFINN NAMES EXTRACTED FROM THIS LIST.

	G. Valuation.	Old Rent.	Present.
	£ s. d.	£ s. d.	£ s. d.
John Flanagan, . .	18 15 0	26 0 0	28 0 0
Hugh Gallagher, . .	49 5 0	72 14 6	78 0 0
Mrs. William Hegarty, .	32 5 0	50 3 10	52 0 0
Thomas Hegarty, . .	4 17 6	5 0 0	7 0 0
John Taylor, . . .	68 0 0	96 0 0	98 0 0
Total, ...	173 12 6	249 18 4	263 0 0

The Poor-law Valuation of County Donegal is 25 per cent. higher than the Poor-law Valuation of the rest of Ireland.

9676. With regard to this list, were all those rents raised in the manner mentioned at the same time that yours was raised?—Yes.

9677. Then, may we take it as a correct list of the tenants who were affected by the same increase?—Yes, sir. We have similar lists here, showing the increase of rents that has taken place on other estates.

9678. The O'CONOR DON.—At what time had there been a previous revision of rent on that estate?—I cannot say.

landlord has transgressed any custom that previously existed on the estate, because you say there was no special custom restraining the rise of rent; but your complaint is that he has raised them too highly?—Yes; we complain that the rents are exorbitant: we are not able to pay them at all. Here is a document that I beg to submit for your consideration, which was pressed on the tenants to sign before the rise took place.

9680. Did they sign it?—Some of them did. That is the cause of some of us in Castlefinn not submitting at the time we were evicted.

Sept. 26, 1880.

Mr. John
Flanagan and
Mr. John
Taylor, jun.

9681. You would not sign it?—No; it reserves turf—in fact, everything is excluded, and the tenant is not to assign or sublet without permission.

9682. You thought you would sign away your tenant-right if you signed that document?—Yes, sir, not a doubt of it.

9683. Did you get any advice about it?—My own common sense taught me not to sign it. I saw we would have no claim on the land if we signed that document.

9684. In case of a tenant's death, his holding was not to be subdivided?—Yes. We would not object much to that. That is a thing, we think, should not be done.

9685. The landlord is entitled to enter and view the state of the holding, and make roads, drains, and watercourses?—Yes. In fact, he may do what he likes.

9686. But he is to give compensation?—Yes; but that would be no satisfaction to us.

9687. Mr. SHAW.—He would not give you compensation fixed by arbitration, but whatever he wished himself?—Exactly.

9688. CHAIRMAN.—I see a clause in the document says that it is not to interfere with the tenant's claim to such tenant-right as his holding may be subject to, except so far as such tenant-right is inconsistent with the rules of the estate, or with the regulations contained in the deed?—Yes, we think that document

signed away every right we had—it gave the landlord everything, and left us nothing.

9689. Mr. SHAW.—The tenant-right, after that document was signed, would not be worth much?—No.

9690. CHAIRMAN.—Was there any limit to the price of the tenant-right?—The landlord claimed the right to choose the tenant.

9691. Was sale by auction allowed?—No; sales by auction were not allowed—only by proposals.

9692. Mr. SHAW.—You don't object, I suppose, to the landlord having a veto on the tenant?—No.

9693. Can you give any information, from your own knowledge, of complaints on other estates?—Yes, sir, we can. Let me, however, mention to you the complaints we have to make with regard to Mr. Delap's estate. Our first grievance I have already explained—exorbitant rents. Second, we have to pay for land occupied by railways, rivers, and roads. Thirdly, we are compelled to pay the entire of the county cess. Fourthly, asked to sign a deed depriving ourselves of all tenant-right. Fifthly, if we want to sell, it must be by proposals only. These are our own particular grievances. I beg now to submit to you lists showing the increase of rents and the office rules on six different estates in the neighbourhood of Castlefinn.

9694. Are you sure of the correctness of these statements?—Positive; we got the information from the tenants, and believe them to be correct.

RETURN OF RENT-RAISING, No. II.

Estate of EBENEZER BUSTARD, Esq., (Rents increased when owned by H. W. SMITH, Esq.)

Names of Tenants.	Tenement Valuation.	Former Rent.	Present Rent.	Names of Tenants.	Tenement Valuation.	Former Rent.	Present Rent.
	£ s. d.	£ s. d.	£ s. d.		£ s. d.	£ s. d.	£ s. d.
Baird, John, .	25 5 0	25 0 0	29 11 3	M'Cool, William, .	8 0 0	9 12 4	10 4 10
Blackburn, Robert, .	9 5 0	10 2 1	11 16 6	M'Cormick, Wm., .	32 5 0	35 0 0	40 1 7
Blair, Thomas, .	60 5 0	60 5 0	68 0 0	Marley, Francis, .	18 15 0	19 18 9	22 15 0
Breland, Henry, .	6 0 0	6 10 0	7 11 6	Meaney, Joseph, .	12 0 0	13 0 0	15 0 3
Caldwell, John, .	35 15 0	36 7 0	43 8 5	Meehan, Hugh, .	30 0 0	35 3 2	39 4 1
Donnell, James, .	18 0 0	20 0 0	24 0 0	Monteith, Samuel, .	59 10 0	60 5 0	69 5 2
Dunnion, Edward, .	21 10 0	20 0 0	24 0 6	Murray, Jeremy, .	36 10 0	43 2 2	47 1 0
Same, .	30 0 0	31 10 0	39 13 5	Patterson, James, .	39 15 0	43 0 0	50 0 0
Elder, Andrew, .	33 15 0	42 19 3	44 10 9	Robb, George, .	28 0 0	30 0 0	35 17 1
Gallagher, Daniel, .	7 15 0	8 11 8	9 10 0	Scott, James, .	16 5 0	17 2 0	20 0 0
Gallagher, Hugh, .	23 0 0	24 0 0	27 0 9	Taylor, John, .	20 5 0	—	30 3 3
Gallagher, John, .	46 0 0	50 15 0	57 15 0	White, John, .	18 15 0	—	26 9 9
Harper, Joseph, .	51 0 0	52 10 0	60 1 0	White, Thomas, .	9 0 0	9 13 9	12 5 3
Harraghy, John, .	26 0 0	28 3 4	30 0 0	Same, .	9 10 0	10 14 6	11 10 0
Hegarty, John, .	15 0 0	16 0 0	18 0 6	Same, .	12 15 0	—	18 1 3

RETURN OF RENT-RAISING, No. III.

Estate of JOSEPH JOHNSTON, Esq., Carrick, near Castlefin.

Names of Tenants.	Government Valuation.	Old Rent.	New Rent.
	£ s. d.	£ s. d.	£ s. d.
John Taylor, .	15 5 0	—	27 0 0
Mrs. Kearns, .	14 10 0	18 0 0	21 0 0
Joseph Meany, .	13 0 0	14 0 0	16 0 0
Charles McLaughlin, .	31 10 0	38 14 1½	45 0 0

Same Landlord, Park, near Balnacor, Killygordan.

Francis Marley, .	—	40 0 0	44 5 0
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Charles McLaughlin pays for about one acre of land occupied by Finn Valley Railway that he never got any compensation for, save £10, after the payment of which to him his rent was permanently raised from £38 14s. 1½d., to £45; thus losing, in one year, nearly all the trifling compensation allowed him.

John Taylor pays rent for about three roods of ground occupied by same railway.

Francis Marley held thirty-three acres; landlord took eighteen acres from him, and kept him paying on same rent as he paid before the eighteen acres were taken from him; landlord kept possession of abstracted land for seven years, and then sold it back to same tenant for £125, and then increased the rent from £40 to £14 5s., as above.

Samuel Taylor, Drumavish, Woodlands, tenant under same landlord, treated nearly the same way as Francis Marley, but in a far more aggravated form.

RETURN OF RENT-RAISING, No. IV.

Estate of Sir FREDERICK HEYGATE.

Names of Tenants.	Government Valuation.	Former Rent.	Present Rent.
	£ s. d.	£ s. d.	£ s. d.
Joseph Gillis, .	22 15 0	22 2 0	29 0 0
Hugh Cooper, .	25 15 0	23 2 0	29 10 0
Joseph Crowe, .	26 0 0	23 2 0	28 0 0
James Thompson, .	39 5 0	35 12 7	48 0 0
Patrick McMenamin, senior, .	6 15 0	6 12 0	9 5 0
Patrick McMenamin, junior, .	2 10 0	2 0 0	4 10 0
Patrick McMenamin, (Hugh), .	6 5 0	5 17 6	9 0 0
Mathew Rippey, .	6 15 0	6 6 0	8 10 0
James Gillis, .	30 10 0	26 5 0	34 0 0
Mrs. Brooks, .	26 0 0	23 2 0	30 0 0
William Cooper, .	45 10 0	44 0 0	50 0 0
James Gillis, .	2 10 0	3 0 0	3 15 0
John Blackburn, .	35 0 0	28 7 0	40 0 0
Mrs. Archibald Kemps, .	7 5 0	7 7 0	8 5 0

Office Rules.—Free sale is prohibited; the tenant must ask liberty to sell by proposals; the rent is increased on change of occupancy, whether occasioned by a tenant selling his holding, or by his death and the

succession to the holding of his widow, son, or other member of his family, or next of kin.

Individual Grievances.—(1.) Daniel Gallagher, of Raws Upper, died some years ago. The agent would not allow the next of kin to occupy the farm, and took the farm himself. After giving an acre of it to another tenant, he sold the remainder of it for £60 to a man named Gillis. The rent in Gallagher's time was £3; it was raised to £3 15s. when Gillis took possession. The next of kin never received any compensation from the landlord.

RETURN OF RENT-RAISING, No. V.—MEENGLASS, Estate of LORD LIFFORD.

Tenants' Names.	Government Valuation.	Old Rent.	Present Rent.	Rent claimed on Notice to Quit.	Tenants' Names.	Government Valuation.	Old Rent.	Present Rent.	Rent claimed on Notice to Quit.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.		£ s. d.	£ s. d.	£ s. d.	£ s. d.
Thady Quin, .	11 10 0	12 5 0	17 15 0	17 15 0	Thos. M'Cormick, .	4 10 0	5 0 0	6 0 0	7 6 2
Patk. M'Menamin, .	7 7 0	8 7 0	9 0 0	10 10 0	Michl. Callaghan, .	—	6 10 0	8 0 0	8 10 0
Patrick Quin, .	9 8 0	9 15 0	14 0 0	20 0 0	Daniel Boland, .	2 5 0	1 15 10	4 0 0	4 19 9
John Coughlin, .	5 10 0	6 2 0	7 0 0	—	James Boland, .	4 10 0	5 11 0	11 0 0	14 6 0
Bartly O'Donnell, .	3 10 0	4 3 0	7 0 0	7 10 0	Bryan Doherty, .	3 10 0	1 17 6	4 10 0	6 18 9
Hugh Armstrong, .	11 0 0	8 8 0	12 0 0	—	John Quin, .	6 15 0	8 8 0	11 0 0	14 2 0
Widow Armstrong, .	24 10 0	35 0 0	44 9 0	—	Mary Karney, .	2 5 0	3 6 0	5 0 0	6 7 0
Samuel Armstrong, .	16 10 0	20 0 0	24 0 0	—	Hugh Callaghan, .	2 10 0	4 3 0	5 10 0	8 1 3
John Byrne, .	4 0 0	4 14 0	5 0 0	—	James Karney, .	—	1 11 0	4 0 0	—
Michael Doherty, .	6 5 0	7 8 0	9 0 0	11 1 10	Peter Quin, .	5 15 0	6 0 0	8 0 0	—

Neither Lord Lifford nor his predecessor ever erected a perch of fence for the tenants on his estate, or allowed as much as one shilling for this purpose, nor for draining or for building dwelling or out-houses, or making lanes or bye-roads to their farms. There are three acres reclaimed now for every one reclaimed sixty years ago, and the greater portion of that from cut-out bog land.

There were twenty-eight of Lord Lifford's tenants receiving relief from the Relief Committee, Killygordan, during the recent distress.

Office Rule on Estate.—Increase of rent on every change of tenancy.

Landlord—Mr. WILLIAM YOUNG, J.P., Mounthall.

Grievance of John Anderson, Tenant.—Government valuation, £25; old rent, £28; present rent, £32 17s. 9d. On account of expending over £100 on improvements, his rent was raised to the above exorbitant figure. He says:—

"These last three years I found I could not pay my rent out of the proceeds of my farm, and I had to draw on other funds to meet my landlord. Last year I pleaded hard to be let off with a half-year's rent, on account of my inability to pay. I was threatened with law proceedings, and had to find the rent as best I could. I can assert that my neighbours on the same estate are as badly dealt with as myself."

RETURN OF RENT-RAISING, No. VI.

Estate of MRS. THOMAS KNOX, London.

Grievances.—John Wilson, Clady, county Tyrone. —Griffith's valuation, £8 10s.; new rent, £10 8s. This tenant spent £50 on improvements; the above rise was the result.

Names of Tenants.	Government Valuation.	Old Rent.	New Rent.
	£ s. d.	£ s. d.	£ s. d.
Francis M'Kinny, .	12 0 0	16 10 0	—
Robert Gormly, .	9 0 0	9 0 0	12 2 10
Do., .	11 10 0	14 0 8	16 10 0

RETURN OF RENT-RAISING, No. VII.

Estate of Mr. WILLIAM M'GRORTY, Killygordan.

Names of Tenants.	Government Valuation.	Old Rent.	New Rent.
	£ s. d.	£ s. d.	£ s. d.
John Kearns, .	16 15 0	20 0 0	24 17 8
Widow Colhoun, .	16 0 0	—	24 10 0
Robert Catterson, .	13 10 0	—	31 16 9
Bernard Devine, .	20 10 0	—	68 0 0
John Hegarty, .	75 10 0	—	100 0 0
Charles Nelson, .	48 0 0	—	60 8 0
Andrew Perry, .	26 5 0	30 6 7	35 7 8
Samuel Perry, .	22 5 0	28 2 6	24 0 0

(2.) James Gillis, of Raws Upper, and Mrs. Brooks, of Raws Upper, hold farms on which there are twenty and twenty-eight acres of bog respectively. They pay rent for the bog as part of their holdings. Other persons from various places cut turf on these persons' lands, and pay the landlord bog rent from 6d. to 1s. per perch. The tenants are afraid to reclaim bog, as the rents are always raised on improvements. The tenants must invariably sign a document to pay all the county cess.

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Railway ran through Samuel Perry's farm; he objected to pay rent for ground occupied by railway; litigation ensued; landlord compelled to reduce rent as above, viz.—from £28 2s. 6d. to £24.

Embankments made along river on this estate with Government money; tenants refunded money in five years, principal and interest; rents were then immediately raised, on account of the Government improvements made on the land.

Office Rule on Estate.—Rise of rent on change of tenancy.

9694A. CHAIRMAN.—Now, take the estate of Mr. Joseph Johnston, can you give any particular case on that estate?—Yes, there are some special cases mentioned at the foot of the list.

Mr. Taylor.—I am a tenant under Mr. Johnston myself, my case is referred to in that document. I have three landlords.

9695. The O'CONOR DON.—Can you account for the great difference between the valuation and the rents in your two cases as compared with the other tenants—I see by the return you have sent in, that the rents of the other tenants are not so much above the valuation?—(Mr. Taylor).—They are not so bad out in the county as near Castlefinn.

9696. Your holdings are near Castlefinn?—Yes, near the village.

9697. I suppose an increased value attaches to the land in consequence of being near Castlefinn?—(Mr. Taylor).—The landlords assert so; we do not admit the justice of it. We consider that land two or three miles away is just as convenient to the nearest market town, as land near Castlefinn. The market town we principally go to is Strabane, which is just as near the other tenants as it is to us.

9698. But at all events that is the reason assigned for the difference?—Yes.

Mr. Flanagan.—Another reason is that at one time there was a large factory in Castlefinn, where there was an outlay of £200 a week, and it was considered that it made the land contiguous to the village a little more valuable at that time, but it has been discontinued.

9699. Do you reside in the town?—(Mr. Taylor).—Yes; it is not a town properly speaking, only a village.

9700. Can you say at what time those rents had been previously altered?—I could not say.

9701. How long have you been in occupation of that farm?—Eight or nine years, it came to me from my father-in-law. My father-in-law was my uncle and he succeeded him in the farm.

There has been no change in the rent since

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you got it?—Yes. The way I got the farm was this, I went to New Zealand and made some money there, and when I came back I paid my uncle a pretty sharp price for the place, after marrying his daughter.

9703. CHAIRMAN.—In the case of the farm you hold under Mr. Johnston, at what date did the rise of rent take place?—I could not say. I am only there fourteen years, it was not in my time.

9704. You have not given any dates in those lists?—Because we did not know them. We give the facts as we know them. We did not like to go into matters that we could not stand to.

9705. Can you give the date of the case where the landlord took the eighteen acres from Marley?—No. I recollect it but I cannot give the proper date.

9706. The O'CONOR DON.—Was it before the Land Act?—It was, but the Land Act has not remedied those grievances; the landlord has just as much power still as he had before.

9707. Take the case of the estate of Mr. William M'Grorty, do you know the date when these rents were raised?—He succeeded Mr. John Colquhoun. He bought the estate from Mr. Colquhoun some years ago, who raised the rents immediately before he sold it to Mr. M'Grorty; but I cannot give you the date.

9708. Mr. Flanagan.—It is I think eight or nine years since Mr. M'Grorty got it.

Mr. Taylor.—I could not positively state the time, but I think it was before the Land Act.

9709. CHAIRMAN.—Can you remember the railway going through Samuel Perry's farm?—I do. The railway ran through all our farms, and we got no reduction in our rents.

9710. Does that at all bring the date to your recollection?—No. I went to New Zealand just after the railway started, but I have no recollection of the time.

9711. What was the date that you went to New Zealand?—Sixteen or seventeen years ago.

9712. Was the railway made before that?—The railway was made before that.

9713. Mr. SHAW.—Did they get compensation for their occupation rents from the Railway Company?—No, sir; they got no such compensation. Some allowance was made by the railway company for trespass, injury to crops, &c., but nothing else.

Mr. Flanagan.—They got nothing else. The rents remain the same, and they got nothing from the landlord.

Mr. Taylor.—I have two farms that the railway has gone through, and I got nothing for either. One farm in particular—the one I hold under Mr. Delap—he sent his agent to my father-in-law and asked him not to interfere with the sale to the Company; that he could sell it to better advantage if we did not interfere, and that he would make it all right with us afterwards. Accordingly my father-in-law did not interfere, but he never got one farthing, and never got a shilling abatement in the rent, though the railway took near two acres of land, for which the landlord received compensation.

9714. CHAIRMAN.—On Mr. M'Grorty's estate were there embankments made along the river with a loan of Government money?—Yes.

9715. Was the full amount of that loan, principal and interest, charged to the tenants?—Yes, sir; and they paid it.

9716. When was that done?—I cannot exactly tell the year, but it was some years before the railway.

9717. The O'CONOR DON.—Then it was before the Land Act?—Yes.

9718. CHAIRMAN.—On the estate of Mr. M'Grorty, you say, the office rule is to raise the rent upon a change of tenancy?—Yes, sir. The rule is specified in the statement we have handed in.

9719. Were the increases of rent which are specified in this statement made in accordance with the rule?—Yes.

9720. That is to say, they were all made on changes of tenancy?—I could not say that they were all changes of tenancy. They may or they may not have been. We got these facts from the tenants them-

selves, but we did not ask them to specify whether they were changes of tenancy or not.

9721. Suppose a tenant dies, and his successor comes into occupation, is that considered a change?—It is.

9722. And the rent is raised?—Yes. Even the son of the tenant, or his nearest friend or relative, cannot get into the farm without paying more rent.

9723. On what estates is that rule in existence?—On the Rev. Mr. Delap's, on Mr. M'Grorty's, and on Sir F. Heygate's.

9724. The O'CONOR DON.—Has it been always the rule on these estates?—As far as we could gather from the tenants, it has. They are prepared to come and certify it if required.

9725. CHAIRMAN.—Upon the estate of Mr. William Young, J.P., of Mount Hall, I observe a complaint of John Anderson—"Government valuation, £28; old rent, £28; present rent, £32 17s. 9d." Do you know the date when that change of rent was made?—I do not remember.

9726. He states he made improvements to the amount of above £100, and that his rent was raised on them?—Yes, sir; it is always customarily to raise the rents when improvements are made.

9727. Improvements made at the cost of the tenant?—Certainly. It is invariably the case.

9728. Mr. SHAW.—You mean to say that when the tenant lays out money and improves his land the rent after that is immediately raised?—Mr. Flanagan.—That is at the option of the landlord. It may not be done immediately, but he can do it at any time.

Mr. Taylor.—In many cases it is done immediately after the improvements are made.

9729. CHAIRMAN.—On the estate of Mrs. Thomas Knox there is a complaint of John Wilson, of Clady, county Tyrone—"Government valuation, £8 10s.; new rent, £10 8s." He having spent £50 on improvements, the above rise was the result?—Yes.

9730. There are some other cases of increase of rent on the same estate—you can certify to them also?—Mr. Flanagan.—Yes, sir. Those statements were obtained from the tenants, and they are willing to testify to the correctness of these returns.

9731. On the estate of Sir Frederick Heygate there is a list of tenants, giving the Government valuation, the former rents, and the present increased rents. They have been given, I suppose, by the tenants to you?—Yes, sir.

9732. And the office rules—free sale is prohibited—the tenant must ask liberty to sell by proposals?—Yes.

9733. The rent is increased on change of occupancy?—Yes.

9734. Whether occasioned by a tenant selling his holding, or by his death, and the succession to the holding of his widow, son, or other member of his family, or next of kin?—Yes; that is considered an opportunity for a rise of rent.

9735. Do you know the case of Daniel Gallagher?—Mr. Taylor.—We do not know the man, but we can get the parties to certify it if it is required. That was given to us by neighbouring tenants, who at the same time stated that they could be proved on evidence.

9736. You don't know it of your own knowledge?—No, sir.

9737. Do you believe it to be true, as stated?—Yes. We asked the people to give us the facts correctly, and to be careful to state nothing that they could not prove.

9738. I suppose the same observation applies to the case of James Gilles and Mrs. Brooks?—Yes.

9739. You give those statements to us as being true, to the best of your belief—having been furnished to you by the tenants themselves?—Mr. Flanagan.—Yes, sir; and the tenants are prepared to substantiate them when called upon.

9740. There is also a list here of rents, increased on the estate of Mr. Ebenezer Bustard?—Mr. Taylor.—Yes; I can certify that from my own knowledge. He bought that estate from Mr. H. W. Smith lately.

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9741. Mr. SHAW.—In the case of Mr. Delap's estate I understand the advances were made in 1876?—Yes.

9742. The O'CONOR DON.—You don't know when the advances were made on the other estates?—No. On Mr. Smith's estate the advances were made two or three years after the railway, and before the passing of the Land Act. (Mr. Taylor.)—On Mr. Smith's estate, I objected to pay the increased rent, on account of the railway taking 1A. OR. 13P. of the farm, which was only a small patch of arable land. I have thirty-four acres statute measure under Mr. Bustard now. I objected to pay the increased rent on account of the land which was taken by the railway, but when all the tenants submitted under pressure, I thought there was no use in my standing out. He said to me one day. "If you come under the rules, I promise I will never pocket one shilling of the raised rent—I will expend the money in improvements on the estate."—I pointed to a large piece of rocky waste, and I said, "It would take a good deal, Mr. Smith, to improve that land." However, he said he would never pocket one shilling of the increased rent. He raised it £7. I commenced on the faith of his promise, and I reclaimed eight acres of that rocky waste which cost me over £200, and after I had it done, he turned round and sold the estate to Mr. Bustard, a man who never saw the land before I improved it. I had expended money before that time—after I came home from New Zealand I built a mill.

9743. Mr. SHAW.—A scutch mill I suppose?—Yes—it cost me £600 or £700.

9744. Without a lease?—Without a lease. I have spent in all about £1,000 on that property, and now I am at the mercy of another landlord, who never saw the land before the improvements were done.

9745. You got no allowance for the improvements?—None.

9746. No reduction of rent?—No, but an increase of rent.

9747. And you got none of the money the railway company paid?—Not a shilling.

9748. CHAIRMAN.—Is there a good deal of waste land still reclaimable in your district?—(Mr. Flanagan.)—There is a good deal.

9749. Has anything been done lately in the way of reclaiming it?—Very little—the tenants are so apprehensive of a rise of rent that they are afraid to do it.

9750. Is this waste land usually cut away turf bog?—Some of it is rocky land; some of it is land that never produced turf, but it could be very well reclaimed, but the tenants are afraid to reclaim it, because if they did, the landlord would most certainly and inevitably raise the rent.

9751. Is there any waste land in the district of sufficient extent to be taken up as a large scheme to give employment, and then be laid out in separate holdings?—No, my lord; the waste land in our neighbourhood is only in small portions—a field or two on each farm.

9752. Mr. SHAW.—You would reclaim it yourselves if you were secured from your rent being raised?—We would. (Mr. Taylor.)—Any person travelling from Strabane to Donegal, would see the improvements I made.

9753. Is it on the road from Strabane to Donegal?—It is, and those who have seen it, think it the greatest wonder that a farmer would attempt to do it. There is a county road running along it.

9754. The O'CONOR DON.—Were any of the holdings on Mr. Delap's estate sold since the rise of rent?—No sir, none that I am aware of.

9755. What is the price of tenant-right in the district?—It varies according to circumstances—there is no stated price. Some people who live convenient, and are anxious to get the land, will give more than it is worth. That has often been the case—I have known people to borrow money and give more than the fee-simple of the land, in order to get a holding to live on.

9756. Have there been any purchasers of the fee by tenants in your district?—Yes, my uncle bought his holding from the Church Commissioners, it is only lately that the purchase was completed—that is all I know of any sales of holdings in that neighbourhood.

9757. Do you think a majority of the tenants would be able to pay one-fourth of the purchase-money if the other three-fourths were advanced?—(Mr. Flanagan.)—A great many would. (Mr. Taylor.)—Some of them would, but far more could not give a shilling since the bad time of the last three or four years. (Mr. Flanagan.)—The tenant-right paid during the last few years, brought people into debt and misery—the facility of obtaining money from banks and individuals, induced people to pay a large sum for tenant-right. I know parties who offered to pay large sums, but the bad times came on them, and they were not able. During the American War, prices ran up so high, that people thought they would be able to pay large sums for tenant-right, but after the settlement of affairs in America, the crash came, and from that time tenant-right has been decreasing in value, and at the present time I do not think any tenant-right would be given for land near Castlefinn, under the present circumstances.

9758. CHAIRMAN.—I suppose the tenants whose names are mentioned in those lists, have no objection to their cases being published?—(Mr. Taylor.)—I take it that some of them would not like it, for fear of the landlords. (Mr. Flanagan.)—I don't think they care much.

9759. Mr. SHAW.—If you give in those lists now they will all be printed in a blue book.

9760. Mr. KAVANAGH.—If you intend to hand in those lists as a statement of what has been done upon the estates of the landlords whose names you have mentioned, we must mention the statements to the parties concerned, and ask them have they any explanations to offer?—(Mr. Taylor.)—The tenants from whom we got the information will be prepared to substantiate the statements they have made. (Mr. Flanagan.)—They are statements of facts which we have collected, and which show more fully the existing state of affairs. (Mr. Taylor.)—Land is a necessity in our neighbourhood, for it is the only industry the people have to engage in—we have no trade, no public works or anything of that sort; and people give twice more for land than it is worth to have a place to live in. (Mr. Flanagan.)—They know they are giving more than its value but they have no other way of living.

9761. CHAIRMAN.—Do you think it would be a good thing to have a rule restricting the amount of the purchase money, and prohibiting an incoming tenant from giving more than a certain sum?—No; I think that would be robbing the tenant, because he has done all the improvements—ditches, draining, building, and everything. I do not see anything that would rectify the existing state of affairs, except fixity of tenure at a fair rent.

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Rev. Nathaniel
M'C. Brown,
Mr J.
Drennan,
Mr. Joseph I.
Douglas,
Mr. Robert
Dunn, and
Rev. G. W.
Hamill.

The Rev. NATHANIEL M'C. BROWN, Limavady; Hon. Secretary of the Kennaught Farmers Association; Mr. J. DRENNAN, tenant farmer; Mr. JOSEPH I. DOUGLAS; Mr. JOSEPH DOUGLAS, tenant farmer; Mr. ROBERT DUNN, tenant farmer; and Rev. G. W. HAMILL, examined.

9762. CHAIRMAN.—You are a Presbyterian Minister?—I am.

9763. The Presbyterian Minister of Limavady? I am one of them.

9764. I believe you wish to bring under our notice some of the points that have arisen under the Land Act?—Yes, if you please.

9765. If you would first take the Ulster tenant-right question, we will be glad to hear what you have to say?—If you ask me any question I will be happy to answer it.

9766. I was not sure whether you would wish to be asked for a special case, or on the general question. I thought that upon the general question you might wish to state your views?—It is such a large question that I might dilate upon it for an hour, and take up your time.

9767. Have you any case within your own knowledge that you could mention to us of any change having taken place in the rules of an estate since the Land Act?—I am aware that before the Land Act the custom was being broken down everywhere around us.

9768. That was before the Land Act?—Yes; I might go the length of saying that it is my conviction that if the Land Act of 1870 had not been passed we would hardly have by this time a residue of tenant-right in the barony of Kennaught.

9769. When you speak of the Ulster custom do you speak of it as one universal custom over various estates?—We have reason to believe that it was formerly one universal custom; but it has been broken down within the last thirty years on several estates.

9770. What were the general changes that were made to break it down?—The custom itself was the privilege of selling to the highest and best bidder at a public sale. Now what they call "office rules" have crept in on several estates, and the claim of the outgoing tenant is limited to three or five years' rent.

9771. Is that for the good will?—It covers both the good will and improvements.

9772. Mr. SHAW.—From three to five years' rent?—Three years' rent on some estates and five on others.

9773. It has been reduced to three on some estates?—Yes.

9774. Including everything?—Including everything. Since the Land Act I understand the tenants are claiming something for improvements.

9775. CHAIRMAN.—In addition to the three and five years' rent?—Yes, and also something for manured land.

9776. The O'CONOR DON.—Can you give us the names of any estates upon which the tenant-right is restricted to three years to cover everything?—One is that of Mr. M'Causland, whom you had before you yesterday. His estate comes close to Limavady.

9777. Mr. M'Causland informed us yesterday that the three years' purchase for tenant-right was exclusive of tenants' improvements. Are you aware whether that is the case or not?—I am aware that since the Land Act he is allowing something for improvements, which he did not do previously.

9778. Mr. SHAW.—Does he make the improvements himself on the estate?—No, sir, he does not.

9779. Is it usual for the tenants to build and drain on the estate to any extent?—Yes, but he has been advancing money at five per cent. to the tenants to make certain improvements. He does it as an investment.

9780. He gets five per cent. interest on it?—Yes, from the hour it is advanced.

9781. He does not wait until there is a change of tenancy?—No such thing.

9782. CHAIRMAN.—One of the office rules of which you complain is the restriction of the amount of tenant-right on sales?—Yes.

9783. Is there any complaint as to increase of rent?

—On Mr. M'Causland's estate I understand there is an advance of rent on every change of tenancy. For example, if a tenant wishes to give up his farm, Mr. M'Causland will pay him three years' rent and some trifle for improvements—the tenant gets that money and leaves. Mr. M'Causland, or his agent, then looks out for a successor—generally speaking some young man—perhaps the son of one of his tenants, some person who he thinks has means and intelligence—he gives the farm to him upon an increased rent, and he pays Mr. M'Causland whatever Mr. M'Causland paid to the retiring tenant.

9784. Mr. SHAW.—Do you know the estate?—I do, right well.

9785. Is it in your district?—It is just opposite where I live.

9786. Are the tenants satisfied with the state of things on that estate?—I cannot say very much about the opinion of the tenants—at least the publicly expressed opinions.

9787. I did not ask the publicly expressed opinions—are they as a rule satisfied with the way in which the estate is managed?—I know they are not. You may have one or two of them before you who will say they are, but I know the general opinion is contrary to that altogether; and that they are dissatisfied they have not the privilege of selling to the best bidder, as upon the estate of the Marquis of Waterford and others.

9788. CHAIRMAN.—Being in the neighbourhood of estates, on which there is a less restricted tenant-right, you think they wish for that in preference to the loan of money by the landlord?—Certainly; what we call tenant-right in its integrity—liberty to sell to the highest and best bidder—is popular with all tenants, and on all estates.

9789. They consider it the best for their interests?—You may see that by comparing the South and West with the North.

9790. Mr. SHAW.—Is there much difference between the Marquis of Waterford's estate and the estate of Mr. M'Causland, as to the condition of the tenants?—The Marquis of Waterford has revalued his estate latterly, and I suppose it is nearly as highly rented now as any of the neighbouring estates. Mr. M'Causland's estate is assuming a somewhat improved appearance in the way of houses being built and slated, from the fact that he advances money at five per cent. to the tenants, and sometimes when they are miserably housed or the like of that, they will borrow money and pay five per cent. for it which is added to the rent, and is a permanent investment for his money.

9791. Would you consider the tenants under those circumstances were making the improvements, when they are paying the interest of the money?—Yes, he has the interest; the five per cent. never terminates.

9792. CHAIRMAN.—Still, you don't find all landlords so ready to make advances?—We have not been in the habit of applying to landlords for advances, we have generally been in the habit of making improvements ourselves.

9793. That must only be in the case of tenants who are sufficiently well off—who have the money to pay the expense of the improvements?—Supposing they have not much money they have strong arms, to drain and fence and make all necessary improvements.

9794. Do the tenants as a rule erect all the buildings?—Yes, with the exception of one or two estates they erect the buildings also, and pay for them out of their own pockets.

9795. Are not there a certain class of tenants who would not have money at their disposal to lay out on such improvements as require cash?—If they have not enough money this year they will do what they can, and more of it next year as far as they can go, and so on until they get to the pitch they want.

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9796. Mr. SHAW.—The only cash down they would require would be the wages of such labourers or tradesmen as they had to employ, which would not be much; they could get materials—timber and slates—on credit for a year?—Yes, that is, as a rule, what they do.

9797. The only cash they would require would be what would pay for the labour?—Yes; and they could furnish a good deal of that themselves.

9798. CHAIRMAN.—We have not heard many complaints made of landlords for advancing money to tenants for improvements; the complaints were generally the contrary, that they did not do so, but left it to the tenants to do the improvements without any assistance?—It is not the rule for them to advance money.

9799. Just so; and I was therefore surprised at it being put forward as an objection to a landlord that he advances money to his tenants to enable them to carry out improvements?—Yes; because after they have improved the estate very considerably at their own expense the landlord steps in and lays out perhaps a few pounds for which the tenants pay him five per cent., and then the landlord claims that he has made the improvements on the whole of it.

9800. They don't distinguish between the landlord's and the tenants' improvements?—No; they do not draw the line; afterwards the landlord claims to have done the whole although the tenants have paid the interest upon the money themselves.

9801. Mr. SHAW.—I suppose the tenants are afraid of the landlord's advance of money, lest it may swallow up their own improvements?—Yes. On many estates there is what they call a managing agent, who is frequently a clever attorney. I am sorry to see so many estates with agents belonging to the legal profession. If the landlord has money or if he can borrow it cheaply, the agent puts the case before the tenants, that they ought to be better housed, that they ought to build a house, or effect some other improvement, and that the landlord will advance the money. The end of it is that when the tenants see that the agent is set upon it, and that it is also in accordance with the wishes of the landlord, they agree to borrow the money, although they are sorry to have to pay five per cent. for it.

9802. Can you give the names of any tenants who have suffered from the alterations in the rules which you have referred to?—I could give several, but there are other gentlemen here who could, perhaps, give better information. Mr. Douglas is better acquainted with the details.

9803. Have there been in your neighbourhood any purchases by tenants of their holdings?—There have.

9804. Were those lands in the possession of the Church Commissioners?—Yes, some of them were, and some were upon the Marquess of Waterford's estate.

9805. About what number of purchases?—About 150 agricultural tenants. I was looking over the schedule and I found the entire number of holdings which were purchased by occupiers was 173, in connexion with the sale of the Marquess of Waterford's estate, including those in the towns.

9806. You say 150 agricultural holdings were purchased by the occupiers?—Yes; nearly 150.

9807. Was that done under the Board of Works?—Yes.

9808. Did the tenants take advantage of the Government advance of money?—They were uncommonly anxious, all of them, to do it, in fact there was a tender *in globo* of twenty-five years' purchase to the Marquess to purchase the estate in the first instance, and then to divide it among the tenants, giving to each man his own holding afterwards.

9809. Had you anything to do with that?—I know all about it. Through me the offer was made.

9810. Was there any difficulty in connexion with the Board of Works?—Very great. It arose in one or two instances which ruled a great many others, through having purchased their farms before they made application to the Board for the money.

9811. Was that by private agreement?—Yes.

9812. And they were afterwards refused the ad-

vance?—Yes. It seemed to be contrary to the Act, but a supplemental Act was passed in 1872, which obviated that difficulty.

9813. Was it an expensive process?—Very expensive, I am sure, to the landlord, and also to us. I was one of them.

9814. Can you give us, in your own case, the rental of your holding, and the cost?—The number of acres I had was twenty Irish, equal to 31A. 3R. 10P. statute measure, for which I paid £34 19s. rent.

9815. How much was the purchase-money?—£1,014, out of which I received £620 from the Board of Works.

9816. That was nearly thirty years' purchase?—Twenty-nine and a half. I don't agree with those who say the Marquess's sale was a cheap one. The people are coming round to my opinion, that it was a high sale.

9817. Was your holding near the town?—A little more than a mile from the town.

9818. What were the expenses connected with the purchase?—The expenses of the conveyance—the attorney's costs were about £30.

9819. Was that your own attorney?—Yes. There were other things in addition to that which I need not enumerate, but I thought even that was very high.

9820. That £30 included everything in connexion with the conveyance?—It included the conveyance.

9821. Were there any payments to the Board of Works in the shape of fees?—I think that was paid by our attorney, and was included in the £30.

9822. Thirty pounds covered the whole expenses?—It was something over £30. I was at some personal expense also. I was twice in Dublin.

9823. You were negotiating the matter for the rest?—Yes.

9824. But the £30 covered the legal expenses?—Yes.

9825. What is the present condition of the tenants who purchased?—I am happy to say, though we have had three very trying years, I do not see that they are worse off than the neighbouring tenants. On the contrary, I think many of them are better off, and yet, as you are aware from the high price paid, every man of them is paying a rent and a half—namely, the interest on thirty years' purchase, which is half as much again as the rent. Mine was twenty-nine and a half years, and I was one of the lowest.

9826. Did they pay the one-third of the purchase-money themselves, or had they to borrow it?—I think the great majority of them had to borrow it. Some few had the one-third, but not many.

9827. They paid a higher rate of interest for that, of course?—They did, five per cent.

9828. They are paying a rent and a half, fifty per cent. more than their rent, in the shape of interest on the purchase?—Yes; and they are satisfied to do it, and some of them have paid off part of the principal.

9829. The O'Conor Don.—Did you give evidence before Mr. Shaw Lefevre's Committee?—I did.

9830. I suppose the views you expressed on that occasion you see no reason to alter since?—No. I would go a little further with regard to the "hampering clauses" as we are in the habit of calling them.

9831. You said that the clauses prohibiting alienation were a bar?—Yes, and I say so still. I am under the impression, having thought the whole thing out, that the new Act, when it comes, ought to secure to the Board of Works the purchase-money that they advance, and beyond that I believe there should be no restriction. The advance made by the Board of Works ought to be absolutely secure, but beyond that I think there should be no restriction.

9832. You think the purchaser ought to have a right to raise money if he can do so upon a second loan which would come after that of the Board of Works?—I do. The fact of our not being able to do so under the present Act, stood much in our way.

9833. It forces them into the hands of usurers who

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lend money on personal security at exorbitant rates? Yes, and some of them would not borrow on the terms. Some money-lenders who knew the Government had a lien on the land, were not willing to lend, because they knew they could not push for it afterwards if they wanted it.

9834. You would not be averse to a proposal to prohibit subdivision?—I have altered my opinion since I appeared before Mr. Lefevre's committee. I say that persons who own land should be allowed to deal with it according to the best of their judgment—of course being rendered liable to pay their just debts. I would say the Government ought to take care of that. The money advanced by the Board should be secured; they should look to that, but beyond that purchasers should be free.

9835. But beyond that you think there should be no restriction either upon subdivision or alienation?—I do. I was against alienation some years ago when I appeared before Mr. Lefevre's Committee. I now think we should not interfere with the liberty of the subject on that score, or any other, after the Government is secured in its advance.

9836. Would you allow subletting?—I would allow the man to do the best with his property that he could.

9837. Don't you think if that were allowed, that he might do what you complain of as regards other landlords, and put the tenant who took the land from him into the same sort of difficulty?—I think subdivision and subletting are beyond their height in this country, and that there is no great danger of them being carried any further now. With the education of the people, the facilities for emigration, and the openings people now have for finding suitable employment for their sons, such as they had not in former times, when subletting took place, which did create perhaps a crop of paupers, I believe that will never occur in our time again. I cannot imagine that such a thing would be done again.

9838. CHAIRMAN.—You have heard, I suppose, of cases formerly where there were long leases given, and a tenant was able to sublet (say) one-third of his holding, get the rent out of it, and hold the rest himself almost for nothing?—It is possible. I believe strange things were done in ancient times.

9839. Mr. SHAW.—Are the farms large in your district?—No; about thirty acres.

9840. There would be no great danger of tenants cutting them into two or three portions and putting their sons on them?—No; I don't think a man among them has a notion of doing it.

9841. They put their sons to business, or send them to America, or something of that sort?—Yes.

9842. Have any of those who purchased their holdings sold them subsequently?—Not that I am aware of.

9843. Are they improving?—They are; they are building and draining, and improving in every way they can, for they feel that whatever they do is their own.

9844. Notwithstanding the bad times and the high rate of purchase, they have held their own?—Yes, though they have a rent and a half to pay.

9845. Would you be in favour of the extension of Bright's clauses to cases to which they do not apply?—I would; I would be in favour of the whole of the recommendations of Mr. Shaw Lefevre's committee.

9846. The O'CONOR DON.—Would you compel any landlords—such, for example, as the London companies—to sell their property?—I would not compel a private landlord to sell—I believe we are not come to that yet in Ireland, and I would not like ever to see it. But the London companies are peculiarly circumstanced. I thought so when I was examined before Mr. Lefevre's committee, and I think so still.

9847. Mr. SHAW.—Do you think they should be compelled to sell?—I would not go that length. I know there are some good companies amongst them. I don't say that they are good landlords from the management of their Irish agents, but I believe they are just men, and

liberal to their tenants in a variety of ways that a private landlord would not be.

9848. The O'CONOR DON.—It might be a loss to the tenants to lose them as landlords?—Yes.

9849. Mr. SHAW.—Do you know many of the tenants on those properties?—I do.

9850. Do you think they would, to a large extent, be able to provide one-fourth of the purchase-money of their holdings?—Well, the tenantry on the Fishmongers' estate are, as a rule, as well off as those on the estate of the Marquess—some of them I am sure would be able, but others would not. They are men of excellent character, industry, and credit.

9851. We have had evidence that a great many of them are small tenants and poor?—In some of the mountain districts they are poor.

9852. Would you limit the size of holdings which a man should be allowed to purchase?—I would limit no man who was able to purchase. A man who was able to live upon a patch of land under a landlord should be better able to live upon it when he is his own landlord. He would not have to pay into any man's till, year by year, a sum of money in the shape of rent. I think the sooner rents can be abolished the better, but I would not force any landlord to put his estate into the market.

9853. Do you think the question of subdividing would soon find its level?—I do; I think it has passed what may be called its lowest point.

9854. As a general rule, you say a man would not think of dividing his farm?—I believe there is not one of those who purchased on the Marquess of Waterford's estate has the slightest desire to divide or sublet. If he has several sons he will put one of them to a profession, send another to America, and send another to business—he will not make them all farmers.

9855. If tenant-right was restored to its natural state do you think it would satisfy the tenants?—I think so. I believe there is a great deal in the formula which you have heard of—free sale, fixity of tenure, and fair rents.

9856. How would you settle the rents? Have you any notion how it could be done?—I would say in the first instance the present mode of settling rents must cease—that is, the landlord having the privilege of raising rents as often as he pleases, because there is no regulation in the Act to say that he must wait twenty-five years before he will increase them. Where the landlord has the privilege of bringing on, very frequently, a valuator of his own appointment, and sending him out to lay on new rents, or to revise the old rents, I think that is a system that cannot be tolerated any longer in Ireland, for the tenant in that case has no voice whatever, he is not represented, and every valuator that is brought on the estate by the landlord understands his work right well, and why he was appointed.

9857. He is paid by the landlord?—Yes; he regards himself as the landlord's servant, and serves him accordingly.

9858. Would you settle rents by arbitration?—I think it must come to that, that the tenant should have a voice in fixing the rent. Two arbitrators and an umpire.

9859. Would you have the umpire appointed by Government?—There is a difference of opinion as to that. Some of the Association say the County Court Judge should be the umpire, others think it would be better to have a Government official.

9860. But you are all agreed as to the principle of arbitration?—We are, certainly.

9861. It must come to that?—Yes.

9862. And you think that would satisfy the tenant?—I think it would.

9863. Mr. KAVANAGH.—We have had evidence of a great variety of rents in this country—some very low and some high—of course you would give the landlord as well as the tenant the privilege of calling for a revision of the rent and an arbitration?—Of course I would. I think if the landlord believes that the land is let too low, and

that he is entitled to more rent, he should give notice, and have arbitrators appointed in the usual way. On the other hand, if the tenant believes he is more highly rented than the land will bear, he ought to have the privilege of giving notice in a similar way.

9864. Do you not think on the whole that the balance might possibly be against the tenants. I don't say on this year or last year, but on an average of years?—I do not think so. I think any intelligent and fair arbitrator must necessarily come to the conclusion that Ireland cannot bear the rents that have been placed upon it for the last fifty years. That is the opinion of all the members of our Association.

9865. Are rents high in your district?—Some of them are.

9866. How much per acre, as a rule?—I have paid myself 35s. per Irish acre.

9867. That was good land I suppose?—Fair land.

9868. And near a town?—About a mile and a half.

9869. The O'CONOR DON.—Is that the average rent in your district?—Some land I think is still higher.

9870. What does tenant-right sell for in the district?—I believe in good tenant-right years, and on good tenant-right estates, it would run from fifteen to forty years purchase.

9871. At present?—I think even at present, though I am sorry to say, there have been some cases latterly where farms were in the market and there was no bidder at all, even on tenant-right estates.

9872. Even under good landlords where the rents were moderate?—Yes.

9873. Is that on account of the bad years?—Probably that and also from the prospects of bad prices for cattle, and produce of all kinds.

9874. Do you mean to say the prices are bad this year?—I do. I mean to say for example we are selling oats in our market for 9d. a stone.

9875. I did not refer to oats—are the prices of cattle and butter bad?—Since America has been sending cattle as well as grain the prices of both have gone down considerably.

9876. Is that so this year?—It is.

9877. Mr. SHAW.—Prices are not as high as they were four years ago?—Certainly not. I would say they are nearly one-third less. One class of stock is selling well—milch cows. With that exception everything is down—particularly beef.

9878. Butter is not so important an article of produce here as it is in the South?—No.

9879. It is sold here in small quantities?—It is.

9880. Not made up for exportation?—It is to some extent.

9881. You say beef is down in price—What is the price of it with you at present?—From 55s. to 65s. Some top lots go above that.

9882. How does it happen that in Dublin it is over 70s.?—I suppose the carriage would cover the difference.

9883. Do you fatten beasts on grass in your district?—Not to a great extent, some people fatten with turnips in the house.

9884. As a general rule is the beef you produce fattened on turnips, not like what is selling in Dublin—the produce of grass fed cattle?—Not at all.

9885. You admit the right of the landlord to a periodical advance of rent if the land will bear it?—I do; but I think the great nostrum which would cure the discontent of the inhabitants of Ireland will be eventually—it may be a long time before it is accomplished—but it will be that the people become the proprietors of their own holdings.

9886. If they had perpetuities at a fixed rent, would they not practically be proprietors?—It would not please me so well, still I think it would be far better than the present mode.

9887. If they put a value on the landlords' prescriptive right, and determine the fair perpetuity rent would that be a satisfactory mode of settling the question?—That certainly would give the tenant security for all future improvements, and put an end

to all heart burnings and disputes, still I would prefer a man being his own proprietor, if it could be accomplished.

9888. How could that—the tenantry being the proprietors in fee-simple of their holdings—be accomplished all over Ireland?—Of course it could not be accomplished all over Ireland for a length of time.

9889. It must be gradual?—Yes. I would not be for any violent means. I would not cheat the landlord of a penny. I would allow him when disposing of his estate to get the utmost value for it, and I would insist whenever an advance was made by Government, that it should be so secured as to render it impossible for the tenant to cheat the Government of a penny. Beyond that I would leave him free.

9890. The Government would have ample security in the land itself for whatever money they advanced?—Ample security. I go the length of saying, that in the north of Ireland from the character of the people, and from the value of the tenant-right, the new Act might safely allow every buyer the privilege of obtaining the whole of the purchase-money from the Board of Works. I would go a step farther than was recommended by Mr. Shaw Lefevre's committee. They recommended that four-fifths might be advanced. I would go farther, and say the whole of the money might be safely advanced, for the property belonging to the tenant would afford an ample margin to cover all.

9891. The O'CONOR DON.—The tenant-right would be an ample security?—Yes.

9892. Mr. SHAW.—I suppose you would leave it an open question how much was to be advanced in each case—if the holding was a good one, and the tenant-right valuable, the purchaser might get an advance of the whole?—Yes; if he wanted it.

9893. If he did not want it he would not take it?—Of course not.

9894. Mr. KAVANAGH.—You said you believed there was originally one universal custom in Ulster allowing public sale to the highest bidder?—Yes.

9895. When did that exist?—I think it was established at the time of the Plantation, and it existed for a number of years subsequent to that, until it was eaten in upon and broken down gradually.

9896. But it was established at the time of the Plantation?—Yes.

9897. Can you give us any particulars as to the Plantation of Ulster—what your idea is—I don't want a long history?—I could give you a few particulars—one an account by myself, and another who was about the best judge of tenant-right of any man in his day—the late Dr. M'Knight, editor of the *Londonderry Standard*.

9898. We have had that, it has been given in evidence already. Is it your opinion that that is a fair statement of the circumstances of the Plantation of Ulster?—I do.

9899. And that there was such a thing?—Certainly. The proof that I rely upon that statement is this—I intended to publish it unless Dr. M'Knight did so, and I was the person who carried it to London in 1870, before the Land Act was introduced on the 15th February, and I put it then into the hands of 500 members of the House of Commons.

9900. I merely asked you the question in order to ascertain whether you could corroborate Dr. M'Knight's statement?—I can.

9901. You are aware some people question whether there was such a thing as the Plantation of Ulster?—I suppose some people would question the Battle of Waterloo.

9902. You believe this custom, which you have stated was originated by the Plantation of Ulster?—I do. I think it applied at one time to the whole of Ulster. We have trace of it being gradually broken down in many places till the time the Land Act was passed, and it was going very rapidly just at that period.

Sept. 28, 1830.

Rev. Nathaniel M'C. Brown, Mr. J. Drennan, Mr. Joseph I. Douglas, Mr. Robert Dunn, and Rev. G. W. Hanmill.

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9903. With reference to the estate of Mr. M'Causland, you said that, when a tenant had made improvements, Mr. M'Causland would spend a small sum in further improvements, charging a per-centage, and then claim the whole?—I don't restrict that to Mr. M'Causland. I think I said many landlords were in the habit of doing it, as well as Mr. M'Causland.

9904. That implies that he does it?—It does.

9905. We had his evidence yesterday, and it was so very different from yours, that I must ask you to specify a case. Do you know the name of any case on his estate where that has been done?—I know some cases where they had bought holdings, and where they had improved, and were afterwards put out upon the three years' rule, getting just what they had paid, and no more, so that there was a confiscation of the property of the tenant.

9906. Mr. SHAW.—They got no allowance for their improvements?—None. Nothing except the three years' rent, which they had paid when coming in.

9907. The O'CONOR DON.—Can you give us the names of any cases?—I could give the names of some; there is a gentleman here who can give the names of several.

9908. Mr. KAVANAGH.—Please give the names of any you know of?—The Walk Mill farm. Mr. Douglas knows more about it than I do, though, by public repute, we all know of it.

9909. Who is the tenant in that case?—A man of the name of Gault; and the case of another tenant named Hamilton Stewart.

9910. CHAIRMAN.—Give the particulars of that case?—I know he was put out on the three years' rule.

9911. Had he purchased the farm?—It had been purchased by one of his predecessors, and he had to go out on the three years' rent rule.

9912. Mr. KAVANAGH.—Had he made improvements?—He had; he was an excellent farmer.

9913. He had made improvements which you consider were confiscated by the three years' rule?—All the money that was paid was confiscated except three years' rent.

9914. Mr. SHAW.—Had he paid more than the three years?—He had, of course; his predecessor had paid tenant-right.

9915. Was that with Mr. M'Causland's consent?—Of course; there was nothing done without his consent.

9916. Was it before his time it was purchased?—It was. I think during his father's time.

9917. Mr. KAVANAGH.—Mr. M'Causland's evidence was that he did not originate the rule himself, but found it already in operation on the estate when he got it?—He was a very active young gentleman at the time the alteration was made; but his father was the proprietor, of course.

9918. Mr. SHAW.—It was during his lifetime the change was made?—Yes.

9919. He said, I think, that he could trace it back for forty years?—About thirty; but I believe he wishes to date it back as far as possible.

9920. Mr. KAVANAGH.—Before that, was there free tenant-right on the property?—That is the impression everywhere. There is another estate, which you, perhaps, would allow me to turn attention to—Major Scott's. I think you had him before you yesterday. It is managed by a gentleman whom you also will have before you—Mr. King, a solicitor. There was free sale upon that estate at one time; but, about thirty years ago, it was broken down and limited to five years' rent.

9921. Mr. SHAW.—That is the estate he manages by an agent?—Yes.

9922. He has another estate that he manages himself?—Quite so. This estate is managed by the agent, Mr. King. Some awkward things have been done on that estate.

9923. Was the limit of five years' purchase a rule of the estate before he got it?—I think it was in his father's time the change was made—old Major Scott.

9924. Before that there was no limit?—Never that I heard of.

9925. Free sale was the fully recognised custom of the estate formerly?—Yes.

9926. CHAIRMAN.—Have you any evidence of that?—It is thirty years since the change was made. I believe it was thrust upon the people at that time, and they had no alternative.

9927. You say similar changes have been made on estates all through the province of Ulster?—Yes; it has been stopped since 1870, when the Land Act was passed, but they were being made every where up to that time. In fact there were few tenant-right estates on which the custom was not being nibbled away in one form or another.

9928. Raising of rents on change of tenancy you say is common?—It is. It is an invariable custom even at the present time. There was an infringement of the custom in the case of the Skinners' Company's estate. At one time free sale was permitted in any way a man liked—now they won't allow a public sale.

9929. Public sales used to be permitted?—Yes; now if a man wants to sell his farm, he must dispose of it by receiving proposals, or something of that sort. One case came under my own observation a few days ago, where a tenant wished to sell his farm. He adopted their mode of sale, and advertised that he would take proposals. He got no proposals. Then he took the liberty of advertising that he would sell by public auction; the auction took place, and the farm was sold at a certain amount, but when the purchaser and the seller went to the office to get the change of tenancy entered in the book, the agent said he would not accept the purchaser as tenant, because he had bought at an open sale. The end of it was, the poor man having no body else that was willing to take the farm, the matter was "boxed up" somewhat in this way; there had to be a retirement of the parties into privacy—the buyer was to make an offer privately—he did so—he offered £5 less than he had bid at the auction—the seller accepted this private proposal, and then the man was accepted as the tenant.

9930. Mr. KAVANAGH.—He offered £5 an acre less than he had bid at the auction?—No—£5 less altogether.

9931. Mr. SHAW.—In fact it was a "make believe"?—It was a "make believe"—to fall in with the office rule.

9932. You say this rule was made since the Land Act?—It was acted upon since then; they have only lately come in for the property. It was formerly in the hands of the Ogilby family; it has only lately come into the hands of the Skinners' Company.

9933. Mr. KAVANAGH.—Is it not the fact that if the change was made since the Land Act, it is illegal?—I don't know—they say it is still a public sale, but it is a public sale after their own fashion.

9934. When the estate was in the hands of the Ogilby family, was sale by auction recognised?—I believe so.

9935. Do you know that of your own knowledge?—No, but I believe it.

9936. Was Mr. Ogilby a middleman?—Yes, but I am happy to say he was not so stern and severe as other middlemen. There is another matter to which I may refer in connexion with the Skinners' Company, and the hardship arises from one of the clauses of the Act of 1870. There was a large grass farm in the district of Glenshane, that the Company thought was not paying enough of rent—they took it on them to raise the rent, and gave notice to that effect—from £75 to £100. There were two individuals who were joint tenants of the farm, and they objected to the rent being raised, and they said they would not pay the increase. The end of it was that they made an offer of £84; but the Company would not accept that, but insisted on the sum they had laid on it themselves. Eventually they gave up

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their tenancy and claimed tenant-right, under the Act of 1870, but when it came to be heard, they were ruled out of court, on the provisos of the Act, inasmuch as it was a large grazing farm. That was considered a great hardship, for the farm was handed over to another tenant.

9937. And the other men got nothing?—Not a farthing.

9938. Had they laid out money on the place?—Well I suppose they had improved it a little, it was a grazing farm; the tenants regarded it as worth £1,000.

9939. Had they paid anything for it when they got it?—Every man on the estate had paid for his holding.

9940. The O'CONOR DON.—Is that only your impression, or do you know it of your own knowledge?—That was the custom on the estate; tenants talk about it as a bad case.

9941. Landlords don't do such things as a general rule?—No, that I think is a bad provision in the Act of 1870, I would not have any of those restrictions at all—with regard to tenants paying £50 rent, grazing farms, demesne lands, and townparks. All those exceptions and reservations I would have cut up by the roots. The people never will be satisfied until they are all eliminated.

9942. Mr. KAVANAGH.—With regard to Major Scott's property, what have you to mention?—With regard to the case on Major Scott's estate, managed by Mr. King, whom you will have before you, there was a tenant—

9943. Give me his name?—I will. His name was John Loughrey, he was lost some years ago in a river. When he died he left two little boys very young. Mr. King, the agent, administered, I suppose, for the widow, to his effects. She in the course of a few months after that also died. Then the two little boys were absolutely orphans. The deceased had a brother, James Loughrey who lived upon the mearing. He being the next of kin took charge of the two boys. He said, I understand, to the agent and the landlord, "If you allow me to manage this place for my brother's children, I will do so and pay the rent till one of them comes of age." "No" said Mr. King and the landlord, for of course I must associate the landlord with Mr. King. "We cannot allow minors to hold land on our estate; it must be disposed of in the ordinary way and according to the rules of the office." Very much against the wishes of the uncle, who had the two little boys, he was obliged to fall in with the wishes of Mr. King and the landlord, and with the rules of the estate. Five years' rent were paid down as a settlement of the case.

9944. By Mr King?—By Mr. King to James Loughrey. He thought it a great hardship of course to have to give up the place his brother had improved, for the brother had some money, and was able to improve it; and the uncle also had some money, and would have been glad to do what he proposed for the sake of the children. When the five years' rent was counted on the table—and this I have from the man himself—Mr. King said to him. "That is the money that comes to the boys, count it." He counted it and said this is the five years' rent, certainly. "Now" said Mr King, "there is a bad house upon the farm, it is not in so good repair as I would like, and I would

like a good house upon it, I will take £100 of this money, and with it I will build a house upon the place. He took the £100 of the boys' money, and the house was built, at least the shell of a house; it stands there upon the road side, but to this hour it has never been inhabited, for when the new tenant came into possession he preferred the old house to the new one; and therefore he inhabits the old house, and the new one is standing like a monument upon the roadside, unused to this hour.

9945. Mr. SHAW.—£100 of the children's money was taken to build the house?—Quite so.

9946. Out of their tenant-right?—Out of the five years' rent. That statement I have from James Loughrey, on being questioned, and to show you that I know something of the family, the man that was drowned, this James Loughrey, the widow, and the two orphans were all members of my congregation.

9947. Mr. KAVANAGH.—When the new tenant came in was he obliged to pay something for the improvements on the farm?—I suppose they acted according to their rule, and made him pay five years' rent at least.

9948. And the £100 was not refunded to James Loughrey?—Not a farthing of it.

9949. The O'CONOR DON.—When did this occur?—It is about a dozen years ago.

9950. Mr. SHAW.—It was since Mr. King became the agent?—Yes. I understand this case has been referred to frequently. The truth is the fact was so gross that I have referred to it publicly myself, and it never was contradicted. I have referred to it at public meetings, and Mr. King was of course greatly blamed, and he endeavoured to explain it away. You will have an opportunity of hearing his explanation.

9951. The O'CONOR DON.—What was the total purchase-money in that case?—I do not remember that. It was a medium sized farm. The only thing that would lead me to say that Mr. King had not acted, perhaps, in this case as he does in some others was, that the man had made money, and this uncle that was keeping the two orphans was also a rich man, comparatively speaking, and, therefore, in all likelihood he thought they could spare a little of the money.

9952. Had the tenant been obliged to keep the house up by any agreement;—Not at all; there was no agreement, and it was as good a house as any of the neighbouring houses—a good substantial farmhouse. It is as good a house to this hour as the neighbouring houses—the tenant is inhabiting it, while the new one is standing idle.

9953. Why didn't James buy the farm for himself?—I suppose he thought he had enough land already.

9954. That £100 was a large sum of money to deprive the children of?—Quite so. The little boys themselves have grown up now, and they are able to think and talk about it, and they have frequently spoken about it to me.

9955. Such a case as that would make a great impression in the district and cause much dissatisfaction?—No doubt of it. I don't know much about Major Scott's impressions, but I believe Mr. King is very sore about it.

Mr. JOSEPH IRWINE DOUGLAS, Derrybeg, Limavady, examined.

9956. The O'CONOR DON.—Are you acquainted with the particulars of the case which has been mentioned upon Mr. M'Causland's estate?—I am, from public report, but by no other means.

9957. Would you state what the facts are so far as you have heard them?—Old Mr. Gault when a young man bought a farm—tenant-right being the rule on the estate. It continued in his possession while he lived; when he died he left it to his son, who died a young man, leaving three helpless children who could not do anything for themselves. The guardians of the children thought it advisable to withdraw from the farm altogether, but by the time that took place

Mr. M'Causland's three years' rule was in practice, and that was all the children received, with an allowance for some valuable offices that had been built on the farm.

9958. Then the grandsire did get more than the three years' rent?—I believe he got something additional in the shape I have said, in consideration of the buildings.

9959. Had there been any other improvements made?—I believe the father and son had drained a good deal of the land.

9960. Do you know it, or is it only from report you speak?—I heard people talk about it, and

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that the young man was to get a premium for drainage from the Farming Society.

9961. Was nothing allowed for the drainage?—I think not.

9962. Mr. SHAW.—Gault, I suppose, bought the tenant-right at the usual rate?—Yes. I do not know what he paid for it.

9963. Do you know when he bought it?—I believe he bought part of it when a young man; he bought another portion of it in my time.

9964. But can you say decidedly that he paid more than three years' rent for it?—Indeed I can.

9965. Do you know anything about the case of Hamilton Stewart?—I do. Mrs. Stewart's father, when a young man, bought the farm. She was his only successor, and married Mr. Stewart. He was an industrious man; he drained the farm and removed stones out of it. The buildings I do not think he improved much. He unfortunately got into bad odour with the landlord, who turned him out, giving him only three years' rent. In addition to that it is his practice to give £4 an acre for any manured land.

9966. Did he give it in this case?—I believe so.

9967. But nothing for improvements?—Nothing.

9968. How long is it since Mr. Stewart bought it?—His father-in-law bought it, and he was evicted within the last twenty years.

9969. Is it more than ten years ago?—It is.

9970. Then it was before the Land Act?—Yes.

9971. Was Gault's case before the Land Act?—Yes, it was prior to the Land Act.

9972. Do you know of any other cases on the estate?—There was a gentleman of the name of Whyte, who had been his agent while I was a young lad. How he came into possession of the farm I cannot tell, but my impression is that the previous tenant ran away, leaving some arrears of rent due. However, this man built a complete set of offices on the place. He continued in the agency while he lived, and his son became agent after him, married, and left a number of children at his death, precisely in the same position as the Gaults, too young to do anything. The place had to be given up, but all they got was three years' rent, and some allowance for manures. With regard to the three years' rule, I may mention that on the mountain lands he gives five years' rent to the present hour.

9973. Who was Whyte agent for?—He was Mr. M'Causland's rent receiver until a short time before he died, when he received a stroke of paralysis.

9974. CHAIRMAN.—Mr. M'Causland said the rule was three years' rent on the low lands, and five on the mountain lands, for the good will, with allowance for tenants' improvements and unexhausted manures?—I never knew him to make an allowance for improvements except in one case since the passing of the Land Act. In that case the tenant had paid £200 for the farm, and he built and improved the offices, and when, after his death a legatee came in and gave up the farm, Mr. M'Causland certainly did give the value an architect put upon the buildings and first cost upon the land.

9975. Mr. KAVANAGH.—What do you mean by first cost upon the land?—I will explain that to you. When the late Mr. M'Causland, the present gentleman's father, came to the determination of refusing to allow public sales, he sent Mr. Whyte to value the holdings upon the estate. Mr. Whyte put a value according to the condition in which he found everything at the time. If the land was good and the farm well kept, and the buildings in good order, he put on more; if they were bad he put on less. At the time this farm was changing hands, Mr. Whyte valued it at £200. That is the explanation of the case.

9976. Was that more or less than three years' rent?—The rent was no more than £30 up to the year before last.

9977. The O'CONNOR DON.—Are you a tenant on the estate?—I am not.

9978. Can you say positively from your own knowledge that before the Land Act Mr. M'Causland never gave anything for improvements?—Never, to my

knowledge. I never heard any person say he did, with the single exception of a case where he gave something in consideration of a mill that had been rebuilt, unless you call manured land improvements.

9979. Do you know any case upon other landlords' property?—The only other case I know of is that of Mr. Church, of Oatlands.

9980. Is that the landlord's name?—Yes. His practice has been, since he came into possession of his property—

9981. When was it he came into possession?—He came into possession, as well as I remember, in the year 1842. The estate is entailed, and he has only a life interest in it. When a tenant's lease expired, he was in the habit of selling the tenant-right and putting the money into his own pocket, and granting the purchaser a new lease. The last case I will mention occurred with his own sister-in-law. I believe he sold her tenant-right, gave the purchaser a new lease, and put a sum of between £500 and £600 into his own pocket.

9982. What was the name of his sister-in-law?—Mrs. Church, the widow of his brother.

9983. Mr. SHAW.—Have you any other cases—there may have been some family reason in that?—He did the same thing in every case he could.

9984. Sold the tenant-right?—Yes.

9985. Gave nothing to the person going out?—Nothing to the person going out, not even to his own sister-in-law—not one farthing.

9986. The O'CONNOR DON.—He did not recognise any right in the tenant to tenant-right at the expiration of the lease?—If he did he put it into his own pocket.

9987. Mr. SHAW.—Has he many tenants?—Not a large number.

9988. Does he live near Limavady?—He does. Part of the property is two or three miles from Limavady.

9989. Was he in the habit of granting new leases?—Yes. I believe he always gave a new lease to the incoming man.

9990. At the same rent, or did he raise it?—I could not say.

9991. The O'CONNOR DON.—On the expiration of a lease, would the same thing happen?—Yes. I believe so.

9992. Has anything like this occurred since the Land Act on his estate?—I have not heard of a lease on his estate expiring since.

9993. Is he in the habit of giving long leases?—I think twenty or twenty-one years.

9994. I suppose a tenant who came in on the understanding that he was paying only for the lease would have no reason to complain of the arrangement?—I cannot tell you. There was a keen competition for land in the district, but what understanding he had I cannot tell you.

9995. If he said to a tenant, "I will give you a lease for twenty-one years; what will you pay me for it?" Would the tenant have any reason to complain that at the end of the lease he should lose the land?—That would depend upon whether that understanding was in existence or not. Whether it was or was not I cannot say.

9996. CHAIRMAN.—Tenants generally do not seem to have taken care of themselves in their bargains?—In those cases you would say they did not.

9997. Are there any other cases you would like to mention?—Nothing further than with regard to the operation of the law. I will mention one case. I know a certain townland on the Marquis of Waterford's estate, which is held by three tenants. No. 1 held less than one-half of it—he was not a thrifty or energetic man, still I believe he paid his rent, and I never heard of him getting into any of the law courts on account of it. Tenant No. 2, a remarkably pushing energetic man, strong in body, and financially very well off, held two-thirds of the remainder. Tenant No. 3 was a man of the same stamp. The lease expired, and the landlord sent his valuator over the place. On farm No. 1, which was the largest farm, and the

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land of the best quality, but the tenant having made no improvements no addition was made to the rent. Farm No. 2: on this farm there was an increase of £7 10s. to the rent. No. 3: the additional rent was £3 or £3 10s., I do not know which. In the course of a few years after that the townland was sold in the Landed Estates Court; and those two men had to buy back their own improvements at thirty years purchase, after having made them with their own money.

9998. Can you give the names of the tenants?—James Smith was No. 1.

9999. Did he buy his holding?—He did not.

10000. He had not energy enough, I suppose?—Exactly.

10001. The good men were fined for their goodness, I suppose?—You may call it a fine or not; you may call it by any name you please. Those men had to buy back their own improvements at thirty years purchase, and yet the Marquess of Waterford never was considered a harsh landlord.

10002. How long before the sale had these improvements been made?—I cannot tell exactly.

10003. Was it before the Land Act?—It was.

10004. Mr. KAVANAGH.—Was the land worth the increased rent without taking the improvements into account—for sometimes in a lease the rent is low, and at its expiration the rise is not so unnatural?—It might be explained in this way, that the man that made no improvements had no increase made to his rent.

10005. Was it the same class of land with the other two farms that were increased?—The man who made no improvements had better land than the others.

10006. These people having to pay for their own improvements they purchased their holdings at the increased rent?—Yes. But if No. 2 buys back £7 10s. a year at thirty years purchase, and that the improvements cost him, say, £150—the two together make close on £400 that man's improvements have cost him.

10007. CHAIRMAN.—Were there any covenants in those men's leases to build houses or make improvements?—I could not say.

10008. That man was not bound to make those improvements?—I believe not.

10009. The O'CONOR DON.—As a fact were not the

rents on the Marquess of Waterford's estate low rent? I would not say that. In some exceptional cases they were, in others not.

10010. Mr. SHAW.—Nothing extraordinary low about them?—Nothing.

10011. Live and let live rents?—Exactly. I am well acquainted with a great number of the tenants, and there are none of them wallowing in wealth. The tenant-right sold as high on the Marquess of Waterford's estate as anywhere I knew.

10012. Mr. KAVANAGH.—Did tenant No. one's farm sell for thirty years purchase?—Yes; part of it was bought by No. 2, and part by an outsider, but the whole townland was sold in one block; and No. 2 being anxious to buy his own solicited a relative to buy a part and bought another part himself.

10013. The Rev. Mr. Browne.—Allow me to make an addendum to what I said. It is with regard to the practice of some landlords in our neighbourhood with respect to raising of rents. In some instances they go through the form of sending an impartial valuator upon the property. His valuation comes into the office, and very often it is manipulated there, and a considerable per-centage added to it over and above what the valuator has laid on.

10014. Mr. SHAW.—Do the tenants know what is sent in by the valuator?—Very often it is not shown to them at all.

10015. The rents are fixed in the office after the valuation has been sent in?—Yes; that has taken place on several estates, even on that of the Fishmongers' Company. There is a gentleman here cognisant of the fact. It is the case also on Mr. M'Causland's property. One of his tenants told me that a valuator was brought and put a valuation upon his farm, but Mr. King added to the rent, and made it even money. He remonstrated against it, but Mr. King said it was low enough. On Sir F. Heygate's estate there have been some changes latterly. At one time they got a certain number of years rent on going out; but latterly he has thought it wiser to allow the outgoing tenant to go through the form of a public sale, but in every case he sends his bailiff or agent to the place where the farm is being sold, and announces that the rent is to be advanced, so that the outgoing tenant suffers in consequence of the rent being raised without any valuation at all, but by the will of the landlord.

Mr. ROBERT DUNN, Ballykelly, examined.

10016. CHAIRMAN.—Are you a tenant-farmer?—I am.

10017. What is the size of your holding?—About 130 acres.

10018. Under whom do you hold?—Under the Fishmongers' Company of London.

10019. Is there any case you wish to bring under our notice?—In the year 1872 the estate was out of lease, and Mr. Nolan, a valuator and surveyor was sent over it. He made a valuation, which in a short time afterwards was sent in to the office. The tenants were subsequently requested to sign an agreement for a lease, and the rents were announced.

10020. What was to be the term of the leases?—Twenty-one years. The rents were announced; but there was a clause at the end of the agreement, whereby the tenant agreed to give up his holding at the end of the lease, and abandon all claim that he might have under the Ulster custom for tenant-right. This agreement the tenants refused to sign, one and all, and after a deputation from the Company had been over here to see the tenants, a deputation from the tenants waited on the Company in London, and on that occasion the Company agreed to give the tenants Nolan's valuation.

10021. CHAIRMAN.—Had the rents proposed been higher than Nolan's valuation?—They had.

10022. That statement applies to several farms as well as your own?—Yes, it applies generally.

10023. The O'CONOR DON.—Did they force this lease with the clause in it on you?—No; that was resisted, and there was a clause added to the agreement, whereby the tenants are entitled to the Ulster custom at the end of the lease.

10024. Mr. SHAW.—Tenant-right had existed on the estate before?—Yes. In the recollection of the oldest inhabitant.

10025. What took place after that?—The Company handed over Mr. Nolan's book to Counsellor Cather, one of the deputation, and the tenants examined Nolan's valuation as shown by the book. I know that in the case of the farm I hold, and the farm adjoining, the rent announced was £250, whereas Nolan's valuation was only £220; consequently, there was an advance of £30 made on the rents of those two farms beyond their own surveyor's valuation. I am told of another large farm where the advance over and above the valuation was nearly £50.

10026. Was Nolan's valuation much above the former rent in those two cases?—Not greatly.

10027. Then you would look on it as a fair valuation?—I would look on it, as times go, as being a very full rent.

10028. They sought to add £30 over and above Nolan's valuation?—They did.

10029. Did they give way on that upon the re-

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monstrances of the tenants?—Yes; they agreed to take Nolan's valuation.

10030. That was the result of the tenants sending over a deputation to London to meet the Company?—Yes.

10031. Can you tell us the name of the agent of the property?—Mr. W. C. Gage is the agent.

10032. There were no legal steps, you merely remonstrated and sent a deputation?—No; there were no legal proceedings.

10033. The Company gave way when they heard the circumstances of the case?—Yes.

10034. If you had not done that your rents would have been considerably higher than what you think they ought to be?—Yes. There was also another case I wish to mention. It was on the Grocers' estate, but that estate has been sold since. There was a farm and store on the estate owned by a man named James Fairly. Fairly died, leaving his brother, who was in America, his legatee. The brother came over to this country to wind up the estate, and being anxious to sell he advertised the farm and store for sale. He

got notice from the agent, Mr. P. Lloyd, of an increase of rent.

10035. Was there a lease?—Not on this farm but he got notice that the rent would be increased from £60 to £90. Fairly's brother was anxious to return to America and agreed to an advance of £20, and the place was sold with the advance of £20 rent on it, and consequently realized £400 or £500 less than it would have done had the rent not been raised.

10036. Fairly raised no objection?—No, for he was very anxious to sell.

10037. What is the rule as to sales on that estate?—Much the same as the rule on the Fishmongers Company's estate—free sale, but a revaluation at the end of a lease.

10038. CHAIRMAN.—Who was it sold to?—Mr Davidson was the purchaser from the Grocers Company.

10039. I thought you said he was the agent?—No, Mr. V. P. Lloyd was the agent.

10040. In consideration of the increase of rent, did he get a new lease?—I am not sure how that was arranged with the purchaser.

Mr. JAMES DRENNAN, Carse Hall, Limavady, examined.

10041. CHAIRMAN.—What is the size of the farm you occupy?—614 acres.

10042. Was that purchased by yourself?—Yes.

10043. Is it a mountain farm?—No; it is an arable farm. I wish merely to draw your attention to some defects in the Bright clauses of the Land Act.

10044. On whose estate?—Mr. Bogle's estate.

10045. Was that estate sold in the Landed Estates Court?—Yes.

10046. Were you the only purchaser?—No; there were four other tenants on the property. We purchased from the landlord privately, and petitioned the Board for an advance. They refused to give the advance without it passing through the Court, and we were very much disappointed and astonished at that, for it is an Irish Society's title, and before the Lefevre committee it was stated they would advance money on the title of the London societies. However, it was refused in our case.

10047. When did the purchase take place?—In February, 1876, we applied for the loan, and in April they declined to give it except through the Landed Estates Court.

10048. Had you to pay the expense of passing it through the Court?—Yes; that is what I consider to be a defect in the Act.

10049. Rather say, a defect in the rules of the Board of Works, for the Board had power to lend the money?—Well, yes.

10050. Did you apply to any other authority?—No, the matter was in the hands of a solicitor; he was transacting the business, but I was cognisant of it all.

10051. The Board of Works might perhaps have conceded the point if the matter had been brought under the cognisance of a higher authority?—I am sorry that was not thought of. The result was that the Board put us to a great deal of expense for nothing.

10052. How much did it cost?—The expenses were £84 7s. 5d., including £49 7s. 4d., the costs of the Board of Works.

10053. Was that for the whole lot?—The whole lot; there are 1,400 acres in the entire estate.

10054. The application to the Board of Works came from the parties who were desirous to purchase, not from the seller?—Yes, we wanted the advance. We had, in fact, bought the property and agreed to the price, and all we wanted was to get the advance from the Board of Works. The thing was not settled until June, 1880. From April, 1876, until June, 1880, the case was kept pending in the Landed Estates Court, with surveys and one thing or another, and a most

singular thing occurred on the occasion of the last survey. The man who came was a Mr. Murphy, and it shows the absurdity of the whole thing—he was sent down to see why the estate was sold so cheap—it was the most ridiculous errand man was ever sent upon, for the cheaper the lands were sold so much the better for the Board—their security was better for their money.

10055. What business was it of theirs, whether the lands were sold cheap or dear, if they had good security?—Just so; we considered that their security was better, if the estate was sold cheap.

10056. The O'CONOR DON.—Was it sold cheap?—I think so; but there were peculiar circumstances. There was a head-rent to the Society, and it being a reclamation from the sea, the water requires to be pumped off to allow us to drain the land.

10057. What were the total expenses of carrying out the purchase?—The total expenses—conveyances and all—were £260.

10058. Upon your holding?—No—upon the whole.

10059. What is the rent payable to the Irish Society?—£300 a year upon the entire.

10060. Upon the 1,400 acres?—Upon the 1,400 acres. There are 1,301 acres arable, and there is a great deal of broken land along the banks useful for grazing purposes, but not for ploughing. That is one matter in which the Act ought to be amended, to encourage people to purchase under the Bright clauses, they should have greater facilities for getting money from the Board of Works. The Board, I think, should be obliged to advance the money on a good title being shown; and another matter is their not allowing alienation or assignment, which is surely a great hardship. Here I have a farm of 600 acres—I cannot deal with it in any way for the next thirty-five years, although I have £1,400 of my own money sunk in the land, and they have that as security as well as the land itself.

10060A. How much did you get from them?—£2,800 for myself.

10061. CHAIRMAN.—Do you think you ought to be in the position of any other fee-simple owner of land?—Well, of course the Board require to have security for their loan—I think they have it.

10062. Mr. SHAW.—You think they have perfect security in the land itself?—More than security, for they have the security of the tenant's interest, as well as that of the landlord.

10063. CHAIRMAN.—The difficulty is, to show that it will be for the benefit of the country generally—of course the legislature, in passing those enactments for facilitating the purchase of land by tenants, did it not

for the advantage of a certain number of tenants, but on the ground that it is for the benefit of the country; the thing is, therefore, to satisfy Parliament that subdivision and subletting would be for the general good, and not merely for the good of the individual who buys?—That would apply to a tenant who was subdividing a small farm, but not to a large holding like mine.

10064. You think there might be a limit to a subdivision?—Yes. I jotted down a certain idea which I wished to submit to you. For instance as to alienation—I think it would be right that a person holding 100 acres or upwards, should be permitted to alienate one-half. I mean he should have a right to sell or assign one-half, or alienate it by will or otherwise, and the borrowed money should be apportioned over those assignments. That is the idea I formed.

10065. You would limit that right to persons occupying at least 100 acres?—Yes; and the subdivision should in no case reduce the holdings below thirty-five acres.

10066. Mr. KAVANAGH.—You would have no holding less than thirty-five acres?—Yes. The reason I form that opinion is that with thirty-five acres, a man is able to keep a pair of horses, and with his own family to do the work and live comfortably, but if you subdivide below that you annihilate the security and only make a nation of paupers. There should be a limit to subdivision.

10067. I presume you would only limit it while the Government loan was outstanding, you would not make a law preventing subdivision of land universally?—No, only while the Government loan was due on it. I think it is obvious that there should be a reform of the provisions of the Act as regards purchasing under the Bright clauses, to facilitate tenants who wish to purchase their holdings and encourage them to buy.

10068. Mr. SHAW.—Have the tenants who purchased in your neighbourhood been improving since they purchased?—Generally speaking they are.

10069. Mr. KAVANAGH.—Even after the Government money had been paid, I understand you would not approve of subdivision into smaller holdings than thirty-five acres?—I would not approve of it. I know my ideas are peculiar in that respect.

10070. Mr. SHAW.—Would not it depend very much upon the place and the circumstances of the holding—if for instance it were on the side of a mountain thirty-five acres would be little enough; but if it were near a town, and good land, ten acres might be quite enough to enable a man with his family to live comfortably?—I would not like to live on ten acres.

10071. Mr. KAVANAGH.—You think thirty-five acres of average land is about the smallest extent of holding a man should have?—That is my idea.

10072. And you would limit subdivision to that?—I would.

10073. Would you be in favour of bringing the people from Galway and Mayo, and putting them upon land in Meath—cutting up the large grazing farms of Meath into small portions, and putting the Galway and Mayo people upon them?—Indeed I would not. I may observe that my ideas are formed from my knowledge of the district I am living in. I don't know anything about that part of the country. I think I have mentioned all that I wanted to call your attention to particularly. I am of opinion that under the present restrictions the purchase clauses of the Land Act are not taken advantage of, as extensively as they might be if those restrictions were removed. Under the present rules a purchaser is tied up in every way.

10074. Had the purchasers in your neighbourhood to borrow the other one-third of the purchase-money?—I cannot tell. I think generally speaking the tenants in the district are pretty comfortable. Some of them have money in the Bank.

10075. I dare say some of them have a good deal more money than they would like to tell?—No doubt there are cases of that kind.

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Rev. Nathaniel M'C. Brown, Mr. J. Drennan, Mr. Joseph I. Douglas, Mr. Robert Dunn, and Rev. G. W. Hamill.

Mr. JOSEPH DOUGLAS, examined.

10076. CHAIRMAN.—Are you engaged in farming?—I am.

10077. What is the name of your landlord?—I hold in perpetuity. Mr. Ogilvy is my landlord.

10078. Mr. KAVANAGH.—You pay a head rent?—

Yes; I hold fifty-two acres of arable land—the head rent is 2s. 6d. per Cunningham acre, and something in the shape of fines. Since that time it has been turned into a fee-farm grant at the same rent, but there is a small addition made to cover the fines.

The Rev. G. W. HAMILL examined.

10079. CHAIRMAN.—Do you concur in the evidence which has been given by the witnesses who have been examined?—I do, generally.

Mr. EDMUND MURPHY, of Dunfanaghy, examined.

10080. CHAIRMAN.—What is your occupation?—I am a Land Agent, also Arbitrator under the Railway Clauses Act, I am also Inspector under the Board of Works of Land Improvements and Farm Buildings.

10081. Mr. KAVANAGH.—Is your experience confined to the north of Ireland, or have you also experience of the south?—As a land agent it is confined to the north, but as arbitrator I have considerable experience of the midland counties. My district extends from the Midland Railway to and over the north of Ireland.

10082. As a land agent what extent of country in the north do you represent?—Close on 50,000 acres.

10083. The O'CONNOR DON.—As land agent 50,000 acres?—Yes, in Donegal and Down.

10084. Mr. KAVANAGH.—Does tenant-right prevail on those estates you manage?—It does.

10085. Does it prevail in a single form or in different forms?—In one form upon the estates I manage.

10086. What is your definition of tenant-right?—

The tenant has the right to sell his interest subject to the approval of the incoming tenant by the landlord, the adjoining tenant having the first offer. That is the only rule we have.

10087. There is no limit to the price?—No limit whatsoever since I took charge of the estates. When I took charge of them twenty-five years ago there was a limit of six and a half years purchase. I ascertained that the tenants went outside the office and paid, privately, a larger sum. I said to my employer that it was hardly a fair arrangement to hold the tenants to the office rule under such circumstances. He accordingly withdrew the restriction, and let them get as much as they could, provided that they gave the first offer to the adjoining tenant.

10088. Who are the landlords of the estates you manage?—Mr. Stewart, of Ards, in Donegal and Down; Mr. Brook, of Lough Esk, in Donegal; Colonel Stewart, of Rockhill, Letterkenny; the Honorable Ernest Cochrane, in county of Donegal.

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10089. Is it by auction or by private sale?—They object to the auction system. When I hear a farm is to be sold I send round to the adjoining tenants, and ask them if they are willing to purchase. If the adjoining tenants do not want the farm then it may be sold by auction.

10090. How do you know if the preference is given to an adjoining tenant who wants the farm, what it would realize by auction?—The rule I have—and which I have endeavoured to establish—has been to settle the price by arbitration between the tenants, and they sometimes come to me as umpire when they cannot agree about the price.

10091. They settle it by arbitration?—Yes.

10092. And if the next tenant refuses to give a fair price for the holding what takes place?—In that case the outgoing tenant may sell to any other respectable tenant he likes.

10093. What is the usual price of tenant-right on these estates?—It varies with the size of the farm. Upon very small farms they give an exorbitant price sometimes, upon middle-sized farms a moderate price is given. The usual price is ten to fifteen and from that to twenty years' purchase of the yearly rent.

10094. The O'CONNOR DON.—What is the largest farm you have known to be sold?—We have unfortunately so few large farms that I cannot speak much from experience. I don't recollect any large farm being sold. There was a farm sold some time ago in county Down: It was a small farm, the rent was only £10, the extent of it six acres. The tenant-right sold for £320.

10095. Is it your opinion that on very large farms the tenant-right would almost disappear?—It would. The price a man will give for a farm really means the sum of money he can command. He will, as a general rule, give that without considering what return he may have for his money. The limit of what he gives is simply what he has got to give. He gives it to get into possession of a farm by which he can live.

10096. Is it not often the case that a man will offer more money than he has in his possession in order to get a farm?—Indeed it is. I have known cases where a man has had to borrow a large sum of money in order to get a farm, and to pay ten per cent. interest, very frequently. He has to obtain on credit grain, seeds, and artificial manures, and to trust to the crop enabling him to pay for same; and in nine cases out of ten the weight of the loan he has to repay keeps him down for years.

10097. Would a rule restricting the price of the tenant-right be beneficial?—It would be very beneficial. There is an estate—that of Mr. M'Causland, where the landlord does restrict the tenant-right to a certain number of years purchase. He made the improvements himself and expended a good deal of money in that way. The tenants on that estate appear to be as prosperous as those on the estates where there is the principle of unrestricted tenant-right.

10098. Do you know Mr. M'Causland's estate?—I do.

10099. Do you know that he does the improvements?—I do. I held an arbitration last month on the occasion of a railway company taking portion of the estate. The landlord made a claim, and his agent stated in the presence of the tenants whose interest it was to contradict him, if his statement was incorrect, that the landlord had squared the farms, drained and improved them, and that was proved in every case. It was also stated—and in fact the tenants told me themselves—that the rule was three years tenant-right. The tenants themselves don't like the rule, but looking at their circumstances as a practical man, I have come to the conclusion in my own mind that they were as well if not better off upon that estate than upon the estates where the tenant-right was unrestricted.

10099A. CHAIRMAN.—Did you understand that the

three years was for the good-will exclusive of compensation for improvements?—Yes; I think it came practically to six or seven years purchase including improvements. That was the practical working of it.

10100. From your knowledge of the M'Causland estate do you think that the rule of restricted tenant-right works well?—I can tell you as a practical man, accustomed to look into these matters, that if I were employed to report upon the estate for an intending purchaser I would say that it is better circumstanced than other estates where there is unrestricted tenant-right, and that the tenants appear to be more comfortable and more prosperous.

10101. Mr. SHAW.—Are you speaking from your own observation?—Yes; and from evidence given to me by tenants and by the agent. I several times asked questions to ascertain if it were the case, because it would have influenced me very much as to the sums I should award to the tenants for compensation. I asked the question of several of them.

10102. The O'CONNOR DON.—Was that evidence given to you on oath?—It was.

10103. Given to you on oath by the agent of Mr. M'Causland, in the presence of the tenants?—Yes.

10104. And they knew if they could contradict him they would get more compensation?—Certainly. I stated so several times—that it would have a material effect upon the award I would give the tenants.

10105. They got compensation for the occupation?—Yes—and for the severance.

10106. Was the rent reduced in each case?—Yes; the agent said so.

10107. Were you engaged in an arbitration upon the railway from Strabane to Stranorlar?—I was, but not as arbitrator.

10108. We had evidence from tenants who stated that their land was taken by the railway company—that they did not get a shilling of the compensation—and that the landlord took the entire of the money?—That is not the case on the estate of which I had charge. I would not be surprised if it was the case in other parts of Ireland, and I think it a very unfair thing. I always award to the tenant compensation for severance, because I think it is rather the tenant should get it than the landlord, particularly in tenant-right districts, as it is the tenant-right that suffers, and not the landlord.

10109. Mr. KAVANAGH.—Are there many leases on the properties you manage?—There are some in Down, not many in Donegal.

10110. What is the custom on the expiration of a lease?—We have always re-adjusted the rent, giving the tenant full credit for any improvements. We look upon it as if a new tenant was coming in buying the tenant-right, and are careful that the increased rent demanded on the expiry of a lease shall not swamp the tenant's improvements. We acknowledge tenant-right at the end of the lease, and I think it is for the benefit of the estate to do so—if not, the tenant during the last four or five years of his occupation would depreciate the property, and the landlord would be worse off than if he had to give the tenant the benefit of the tenant-right.

10111. From your experience of the Ulster custom is there any suggestion you would make regarding it?—I think if the Act had been loyally received by landlord and tenant at first it would be working now very harmoniously. But it was not. On the one side some landlords thought that their rights were invaded; and they set to work to counteract it. On the other side the agitators persuaded the tenants that if they only agitated a little more they would get all they demanded. Between the two the Act has not had a fair chance. I think the machinery of the Act also might be improved in one important particular, and that is the rent question. Practically it is now settled by the County Court Judge. He is the person who determines what is a fair or an unfair rent. In nine cases out of ten he knows nothing

about the value of land, and is ignorant of agriculture, and he has to listen to the most contradictory evidence. I know in my own cases, as a railway arbitrator, if I were to give my awards on the testimony of witnesses I would commit the greatest outrages on common sense. I have always to go on the land myself and estimate the value. There should be some independent expert to assist the judge to ascertain what really is the fair rent.

10112. Mr. SHAW.—Would arbitration be possible?—It would if the umpire were selected by some independent, competent authority. The umpire should be a skilled man, whose opinion would be respected.

10113. Mr. KAVANAGH.—Your answer leads up to what is in point of fact a principal subject of dispute, and that is the question of rent?—Yes.

10114. The gist of the evidence we have received up to this has been that on some estates the landlords by raising the rents were practically eating up and doing away with the tenant-right. I suppose you would agree that such a thing is possible?—Certainly it is possible, and it is a very unfortunate thing that it should be so.

10115. The consequence is that the tenants have got a feeling of insecurity in their minds that their tenant-right may be absorbed in that way, and in consequence of that they don't like to make improvements?—Certainly. There are instances where estates have been most generously managed, and where the tenants lived as happily as possible under the existing landlord. But when another landlord came into possession all that was changed—"another king arose who knew not Joseph."

10116. There have been cases of that kind?—Yes.

10117. The property has been sold?—Yes. That has been the root and beginning of the evil—land jobbing. I wish very much that when the Landed Estates Court Act came into operation the fact of the sale of an estate had conferred a lease upon the tenants. It would have saved much misery if that were the law; and it was a great misfortune it was not.

10118. That would have done away with the oppression of the land jobbers?—Quite so. Persons who desired to sell their property did not mind having low rents, because they knew that if the rents were low they would get a greater number of years' purchase from the buyer.

10119. Do you think fixity of tenure at a fair rent would be a satisfactory settlement of the difficulty?—I do.

10120. That is your opinion?—Yes. I have 2,000 tenants on my rent roll, and I never knew a man amongst them to be evicted for anything but nonpayment of rent. I cannot tax my memory with one case. Practically upon the large estates the tenants have fixity of tenure, and in reality the landlords would be giving up nothing whatever by giving their tenants the occupation of their lands permanently so long as they paid a fair rent.

10121. As to the question of rent, how would that be fixed?—I do not think the Government of the country should attempt to fix the rent to be paid by the tenantry of an estate; but when a "dispute" may arise as to what may be a fair or an unfair rent, then it behoves the Government to provide the best machinery, independent of cost, for determining the question at issue. The only possible way that I know in which this could be done, would be to have a skilled tribunal which could fix it fairly and impartially between the parties. For my own part I think there ought to be a special Land Court for deciding the matter, it should not be adjudicated upon by the Quarter Sessions Court at all. I think that when the Government interferes between man and man, and to some extent prevents freedom of contract, they are bound to provide the best possible machinery for carrying it out, that is in their power to provide. It is the want of uniformity between the decisions of the different courts that gives rise to considerable dissatisfaction. The Chairmen in some places give enormous prices to the tenants for their tenant-right on disturbance; they give small prices in others, and this want of uniformity

in decisions has turned the whole thing upside down. I would be in favour of appointing a special court of, say, three skilled men who would come to each province and hold their sessions periodically, like an Assize Court and deal there with any question arising with respect to land. There would be then uniformity established, and justice would be much less uncertain than it is at present. Within the last six months I have, as arbitrator, dealt with many thousand pounds worth of landed property, and up to this there have been only three appeals. So that the parties have been satisfied on both sides. There is I think no reason whatever, why sensible men, independent of both the parties—who from experience can give decisions which would command the respect of the public—should have any difficulty in fixing a fair and equitable rent.

10122. You think the arbitration of a skilled umpire would satisfy both parties?—I think so. But the question is the appointment of the umpire.

10123. Just so, that ought to be above suspicion entirely?—Above suspicion. He should be a Government official. Once the maxims of political economy are set aside, the greatest care should be taken that the tribunal which is to carry out the law should be above all suspicion. I think it would be better for the landlords themselves that there should be such a tribunal, for their rents would be more secure. It would be better for the tenants because their improvements would be secured.

10124. CHAIRMAN.—Would it be better sometimes, in your opinion, to go at once to the tribunal which is to settle the question without going to the arbitrators?—Perhaps so.

10125. You are aware I suppose that it is said that arbitration almost comes to "splitting the difference"?—Quite so, and that is what I object to in the Judges of the County Courts, for their decisions very frequently amount to neither more nor less than "splitting the difference."

10126. Mr. SHAW.—In fact, you think that the decision is a hap-hazard affair?—It frequently must be so, because the Judge is not himself a skilled man on such subjects. He knows nothing about land, and that is one of the inducements to parties to put forward extravagant demands, and support them by wild evidence.

10126A. The O'CONNOR DON.—Have you heard many complaints made of the decisions of the Chairmen of the County Courts?—I have, a good many. I had only one case myself since the Land Act passed; it was more to establish a principle than anything else, and the Chairman gave the most extraordinary decision I ever heard of in my life.

10127. CHAIRMAN.—I suppose the decisions generally produce dissatisfaction on one side or the other?—Yes; there is generally dissatisfaction on both sides. The tenant does not want to give up his land no matter what compensation he gets for it—for, in fact, no compensation can satisfy the tenant in some cases—especially the mountain tenant. I don't care what amount of years' purchase you give a man with a holding of £5 or £6 a year, and a large family. What is £100 to that man? It would be useless to him, except to enable him to emigrate, and he may be unfit by age, &c., for emigration. I would, therefore, strongly guard the tenant against capricious eviction. I would surround him with every safeguard possible in that way, because I don't think it is good for either party that capricious eviction should be possible.

10128. The O'CONNOR DON.—Would you apply that to all sorts of holdings—for example, to grazing farms?—No. I have not had much experience of grass farms. I have just been making a report for the Endowed Schools Commissioners of Ireland. I have been down in the south, and have gone through the counties of Waterford, Galway, Limerick, Tipperary, and Cork. My experience is that the tenants of these grass farms have done nothing whatever in the way of improvement—that their lands are just as they got them in the year 1847.

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10129. Mr. SHAW.—When the tenant has made improvements, would you prevent evictions?—Wherever the tenant has made improvements I would give him every protection in securing them.

10130. Whether it was a grass farm or not?—Certainly.

10131. What is your opinion of the general run of rents—are they high or low?—I think, so far as my knowledge goes, I have never come across a case of very extravagant rent.

10132. Do you look upon Griffith's valuation as a guide to the value of land?—I use it to this extent. Whenever I have reason to revise the rent I look at the valuation, and if I find a great difference between the valuation and the rent, I think there must be some reason for it, and I then try to ascertain whether the difference has been created by the tenant, or whether there was a want in the valuation. I sometimes don't find the valuation uniform. I find it too low in one district and too high in another. In Donegal, in the mountain district, it is too low. The valuers attached little or no value to mountain land when they were making their valuation. In Donegal the Poor Law valuation is from 20 to 30 per cent. under what would be considered a reasonable rent, whereas in Down the valuation is very close up to the rent.

10133. Has there been a good deal of reclamation in Donegal since Griffith's valuation was made?—Well, not much in my district.

10134. In the South of Ireland and the West, do you think the valuation bears the same proportion to the rent as in the North?—I think the valuation is too low in the South and West—at least so far as the places I have seen. My experience shows me that the valuation in the South and West of Ireland must have been made during the depressed circumstances of the country, when there were large deductions for taxes and rates. On one estate in Waterford, the valuation was twenty-nine per cent. under the rent; while within three miles of it, the tenants are holding at ten per cent. over the valuation. The valuation is frequently unequal.

10135. Your opinion, therefore, is that there is no equality in Griffith's valuation?—No. It is not a guide in any way, except to draw attention to some particular question, or you may use it as a general index, and, if you find any considerable discrepancies between two farms, you can then ascertain what is the reason of it; but to depend upon Griffith's valuation as a correct guide to the value, would be wrong.

10136. Mr. KAVANAGH.—With respect to the improvements, according to your experience, which is it the tenant or the landlord that makes them?—In my experience, during the last quarter of a century on many of the large estates, the landlords made the greater part of the improvements.

10137. Mr. SHAW.—What has been the case in Down?—In Down there have been practically no improvements.

10138. I suppose such improvements as have been made were made by the tenants?—Well, Down was originally rich arable land, and I could hardly say there was much improvement necessary. On Mr. Stewart's estate there has been some drainage done.

10139. Did he charge the tenants for it?—No. He did it freely.

10140. Has he done that since the Land Act?—No.

10141. Mr. KAVANAGH.—Since the Land Act, on this estate, are we to understand that no improvements have been made by the landlord?—Yes, that is so.

10142. As a general rule, from your experience of Ireland, would you say that the majority of the improvements were made by the landlords or by the tenants?—The majority of the improvements were made by the tenants. In the North, however, on many of the large estates, the improvements were in great part made by the landlords.

10143. By the landlord?—Yes, upon the estates I am acquainted with.

10144. Notwithstanding the tenant-right?—Notwithstanding the existence of tenant-right.

10145. Mr. SHAW.—What class of improvements?—Drainage, fencing, and roads.

10146. The roads, I suppose, were made by the county?—I mean tenants' roads.

10147. Is fencing done by the landlords?—On Mr. Stewart's estate it was done almost entirely by the landlord.

10147A. What part of Ulster is that in?—It is between Letterkenny and Gweedore.

10148. Is it not a poor part of the country?—It is.

10149. Was money borrowed from the Board of Works for that?—Yes.

10150. Were the tenants charged with the interest?—No.

10151. The landlord paid it himself?—Yes.

10152. To add it to the rent, then, I suppose?—No.

10153. Did Mr. Brook do the same?—Yes.

10154. Did he add it to the rent?—He added it to the rent, I believe.

10155. Did he add the entire of it to the rent?—No; I think the tenants informed me that he charged them a part.

10156. The O'CONOR DON.—With respect to buildings, as a general rule, are they done by the landlord or by the tenant?—In the North, on the large estates, the landlord generally gives the slates.

10157. And the tenant builds the house?—Yes. Since the Land Act the landlords have ceased giving any materials, for good reasons, as they considered that the more generous they had been before the Land Act, the more heavily the Act dealt with them; in fact, the better the landlord the higher the tenant-right, and they paid for their own kindness seriously.

10158. Have you known any cases of purchase by tenants?—Yes, there have been some in our district, but not many.

10159. How have these tenants got on?—They appear to be getting on very well. I am afraid they have had to borrow money from money-lenders outside the Board of Works, and are paying an exorbitant rate of interest, which prevents them from drainage and improving a good deal.

10160. Do you refer to the purchase of Church lands?—I know several of these men who are borrowing money from the Board of Works and expending it upon their holdings.

10161. Mr. SHAW.—That is a sign of improvement?—Certainly.

10162. The O'CONOR DON.—Have you had the inspection under the Board of Works of estates for the purpose of seeing whether improvements were properly carried out?—Yes, and really nothing could be better than the judicious way in which the improvements are being done.

10163. Mr. SHAW.—Would you be in favour of extending the facilities for tenants becoming owners of their holdings?—I certainly would, within certain limits. It should be judiciously done, but I certainly would be in favour of it.

10164. Do you think it would be advantageous to the country?—I think it would. It would give the people more interest in their holdings, and make it personally their own advantage to improve them.

10165. The O'CONOR DON.—You have had experience of land all over Ireland?—I have.

10166. Would you say that the rents, as a rule, are higher or lower in the North of Ireland than in the South?—In my recent inquiry for the Endowed Schools Commission, I could not discover that the rents were higher where there is no tenant-right than where there is.

10167. Do you think the rents are as high in the north as in the south?—I think they are. It certainly is a very curious fact that the existence of tenant-right does not appear to lower the rent.

10168. Mr. KAVANAGH.—Can you tell us anything

about the condition of the labourers in the districts you are acquainted with, and their rate of wages?—Do you mean on the estates in the county or on the farms.

10169. I mean with respect to both, as far as you have knowledge of them?—Well, upon Mr. Stewart's estate the labourers have from 7s. to 9s. a week, and these men get a house, half an acre of ground, the grass of a cow, and turf, at a nominal rent of 10s. yearly.

10170. The O'CONOR DON.—First, as to the condition of the labourers that are employed by the farmers?—They are the most miserable class in the world. They get a cabin, and perhaps half an acre of bog, and sixpence or eightpence a day, and perhaps they may get a run for half-a-dozen sheep on the mountains, and some of them may make occasionally a drop of "potheen," and procure a little money that way. Nothing has been done to improve the labourers' condition—the labourers who are in the employment of the farmers. Their houses and their families in every respect are most miserable.

10171. Mr. SHAW.—Are you speaking of Donegal?—Yes.

10172. In Down, I suppose, they are better off?—They are slightly better off. In Donegal the farmers may sometimes get on without paying labourers. They can give them a piece of ground—con acre—on which they raise potatoes and feed pigs, and they live without wages; but in Down they cannot do that, for the labourers must have money—they must buy firing. In Donegal they have turf for the cutting.

10173. Mr. KAVANAGH.—Is there a great difference in the condition of the labourers now from what it was in the year 1852?—I think so.

10174. Wages have gone up since 1852?—Considerably; I would say, at least, twenty per cent.

10175. The position of the labourer has improved?—Yes. There are fewer of them, and the condition of those that remain is certainly improved.

10176. The O'CONOR DON.—Do you think that labourers give more value for their money now than they used to do formerly?—No, I think not; quite the contrary.

10177. Mr. KAVANAGH.—Is there much waste land in the district of Ireland with which you are acquainted?—There is not much waste land suitable for reclamation. There is a good deal of cut away bog and that sort of thing.

10178. CHAIRMAN.—Do you think that the labouring population generally are in a dissatisfied state?—No, I think they are not.

10179. I thought they might have the same feeling of want of security as the tenant-farmers?—No; not yet. I don't think it has come to that yet; but it will, as a matter of consequence, on the movement that is going on.

10180. When they hold under a farmer, on the death of the labourer who works, or in case of his illness, has the farmer been known to get rid of him or his family?—Yes; it might be so.

10181. In such a case as that the farmer would be anxious to turn out the occupiers of the labourer's cottage, in order to put into it some one else who could work for him?—That would naturally be the case.

10182. Do you know has that happened?—Well, in the north there is a superabundance of labour, supplied by the "small farmers," so that it is not so necessary in the north as in the south that the farmers should have cottier labourers.

10183. You restrict the number of labourers to what is required?—Certainly.

10184. Have you been also much in the south?—I have.

10185. Have you had experience there?—Yes.

10186. Have you had an opportunity of observing there the condition of the labourers?—Yes; in one estate I have commented on in my report the houses of the labourers are in a miserable condition. Wages appear in the south to be pretty fair.

10187. Have you observed the houses of the labourers in the south of Ireland to be in a wretched state, generally speaking?—Yes. They are not kept up by the farmers on whose lands they live, and who charge them rent, which we don't do, as a general rule, in the north.

10190. With respect to the tenantry of the south of Ireland, did you find a great feeling of insecurity amongst them?—Well, there was a great feeling of dissatisfaction. It did not appear to be from insecurity so much as from the unevenness of rents, and also from the fear that the rents would be raised.

10191. The fear the rent would be raised?—Yes. I think it was more that fear than anything else, and also the inequality of the rents. Some of the tenants in the south got their lands in or about the year 1847, and got them then at any figure they chose to take them at. Others are holding at a higher rent, and, of course, that is a great cause of dissatisfaction. There is a feeling of insecurity on the part of those who hold their farms at the low rent, for fear their rents should be raised, and there is also a feeling of dissatisfaction on the part of those who hold at the high rent when they compare that rent with the rent of others. I merely speak, from my own experience, of the estates in Waterford, Tipperary, and Limerick.

10192. Did it come under your observation that there was a sort of tenant-right existing in these counties?—Yes. I found, generally speaking, there was a kind of tenant-right.

10193. A permission to sell?—Yes; not so much limited it appeared to me by the landlord as by the people themselves, they not being accustomed to it. It was not exactly a sale, but a sum of money is given to the outgoing tenant to help him away—it is more than a sale. I don't see how the principle of tenant-right could be carried out in the south, I mean in the grazing districts. It, in these districts, is necessary a man should have capital in order to stock his lands with cows; he could not, as a rule, spare money to pay for tenant-right. I don't see how he could do it.

10194. Do you think that the introduction of the northern tenant-right into the south would be a satisfactory settlement unless there was some security also as to the rent?—I think security of tenure with compensation for improvements would be better for the south than the northern tenant-right would be; the tenant who purchases the tenant-right of a farm, enters upon the land weighted with a debt which, in many cases, he never gets free from.

10195. Mr. SHAW.—I believe you don't know the south as well as you do the north?—No. It was merely from making a survey of some estates, I acquired my knowledge of the south.

10196. Do you know that on some estates there is a privilege of selling?—Yes.

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Mr. Edmund Murphy.

Mr. JOHN REED NORRIS, examined.

10197. CHAIRMAN.—You are Secretary of the Coleraine Tenants' Association?—Yes.

10198. Are you a tenant farmer?—Yes.

10199. What size of farm do you hold?—About 120 statute acres.

10200. Who is your landlord?—The Rev. John Lyle.

10201. Is that an estate on which tenant-right prevails?—It is.

10202. Is it tenant-right in its integrity?—Not so much now as it was. They are trying to do away with it, but not exactly on this estate—on an estate on which I formerly had a farm—Laurence's estate, which adjoins it.

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10203. You have nothing special to note in reference to Mr. Lyle's estate?—Nothing special.

10204. Where was Laurence's farm situated?—In the parish of Ballyrashane, near Coleraine.

10205. This was a farm you formerly held?—Yes; my brother now lives in it still.

10206. Did he buy it from you?—No; he got it from my father—we divided it.

10207. Your father held that farm as well as the one you occupy?—Yes.

10208. And you succeeded to one, and your brother to the other?—Yes.

10209. There is some matter you wish to mention in connexion with this farm?—Yes; the lease fell. Mr. Cromie died in spring, 1874.

10210. What had been the term of the lease?—It was for twenty-five years and three lives, or whichever would live the longest.

10211. When that fell in what happened?—He raised the rent.

10212. What had been the previous rent?—The previous rent was £42.

10213. And what was it raised to?—It is now £125.

10214. Was it raised at once from £42 to £125?—Yes; but we had a law suit. It was decided here (*i.e.*, in Derry), and it was after the law suit the rent was raised.

10215. What was the law suit?—It was when he raised the rent. It was too high; and then we tried to get remuneration, under the Ulster custom, from him for the farm. We entered a suit against him, and we gained it at the County Court Sessions; but then he appealed to the Assizes, and Chief Justice Whiteside, who tried the case there, gave a decision against us, and said there was no tenant-right at the end of the lease.

10216. That there was no tenant-right at the end of the lease?—No.

10217. Is there anything more you wish to mention with respect to that farm?—My brother had to sign this paper previous to taking the lease. The lease is not taken yet; but he had to sign this paper, and I want to draw your attention to part of it:—"And, further that, inasmuch as the lessee has paid no fine on being admitted to the said demised premises, such premises are not subject to any Ulster custom or usage." My father paid £680 for this farm about eight years before the lease fell; but after Chief Justice Whiteside decided against us, my brother had to sign that paper. He had to sign it or else leave the farm. He had no alternative. The document goes on to say:—"That the lessee shall not be entitled, on the expiration of this demise, to any compensation or right whatever in respect of any Ulster custom or usage."

10218. Who was the agent on Mr. Laurence's property?—He collected the rents himself.

10219. Is your brother there still?—He is holding on there to see whether anything will turn up that he could get a better place, or whether there will be any change in the law.

10220. Are there other tenants on that property?—There are; both in the county Derry and the county Antrim. In the county Antrim there are five tenants whose rents were raised fully as high as that. Here is one: Samuel A. Dunlop holds 81A. 2R.; Government valuation of the holding is £92 5s.; the value of houses, £6 5s.—that is, £98 10s. altogether; and he has to pay £198 19s. 4d. rent for that.

10221. Was that rent raised at the dropping of a lease?—Yes.

10222. Was that at the same time as the other case?—Yes, at the same time exactly. Here is another: James Dunlop holds 24A. 2R. 26P.; the Government valuation, £29 5s.; the value of houses, £4. He pays £55 1s. 2d. for his holding.

10223. Mr. SHAW.—Are these English statute measure?—Yes.

10224. Is the farm near a town?—It is about a mile and a half from Portrush, and four miles from

Coleraine. The other three cases are as follows:—Hugh Rankin holds 25A. 1R. 28P.; Government valuation, £33; value of houses, £3; rent, £66 16s. 3d. Andrew Rankin holds 23A.; Government valuation, £28 10s.; value of houses, £2 10s.; rent, £54 12s. 6d. Hugh Reed holds 39A. 0R. 5P.; Government valuation, £40 5s.; value of houses, £3 15s.; rent, £94 14s. 2d.

10225. CHAIRMAN.—We may take it that, in the cases of Samuel Dunlop, James Dunlop, Hugh Rankin, Andrew Rankin, and Hugh Reed, these figures you have mentioned are correct from your own knowledge?—Yes. There is another farm I know of, and I got this paper sent me about it. I know the person who sent it. I have the original letter sent by the landlord. The man says:—

"There is a farm known to me on which there was the interest in the lease for an unexpired term of twenty-five years. This farm was sold to a solvent tenant; but the landlord would not accept him as a tenant without first signing a document to the effect that he would have no tenant-right at the end of the lease, and thereby breaking up the sale; and no other purchaser can be got since. The names are—seller—John Steen, The Doey, Portstewart; purchaser, James Neely, Crindle, Myroe; landlord, Dr. Hamilton, 1 Prince's-road, Liverpool. The transaction was five years ago."

This is the landlord's letter referred to:—

"1 Prince's-road, Liverpool.

January 3rd, 1876.

"SIR,—Mr. Steen has written to me telling me that you are willing to become a purchaser of his farm. I hope you understand that, when the lease of thirty-one years was granted to him, it was so because the new Irish Land Act did away with all claim for tenant-right at the end of that term. You must understand, therefore, that whatever sum you are paying now will not be allowed for at the end of the lease, even supposing I accepted you as tenant, which at present I am not prepared to do."

"Yours faithfully,

"ROBERT HAMILTON

"Mr. James Neely, Crindle, Myroe, N. Limavady."

The tenant has got no person to buy the farm since that.

10226. Since the landlord gave that notice?—Yes.

10227. That would be known I suppose?—He had made the bargain and he had purchased the farm before getting that notice, and when he got it he annulled the purchase. This took place about five years ago.

10228. The O'CONOR DON.—How many years were unexpired?—Twenty-five.

10229. CHAIRMAN.—Are there many cases in addition that you wish to mention?—These are all the cases I can now think of.

10230. Are you of opinion that as a general rule there are many new restrictions placed on the Ulster custom throughout the country in your neighbourhood?—Yes, there very often are.

10231. Has this commenced since the passing of the Land Act, or are these rules or restrictions that existed long ago?—Principally since the Land Act passed.

10232. The O'CONOR DON.—What have been the new restrictions since the Land Act?—The rent has been raised higher since the Land Act. That is one thing that has interfered greatly with us.

10233. But did they not always raise the rent?—Not to such an extent as they have done since.

10234. Then it is a question of degree rather than a question of change of absolute custom?—In our neighbourhood we always counted that there was a custom.

10235. What was that custom?—We had liberty to sell. There was a periodical valuation, generally at the dropping of a lease, but sometimes I have known cases where it has been raised four times within these thirty-four years, and there was no lease, and about three years ago on the last lease that was taken the rent was raised a fourth time.

10236. Mr. SHAW.—Were there changes of tenancy on each occasion?—No sir, a continuing tenancy.

10237. The O'CONOR DON.—Both before and after the passing of the Land Act?—Yes.

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10238. At what I may call the whim of the landlord?—Yes.

10239. Without any particular reason for it?—There was no particular reason.

10240. Mr. SHAW.—Were there improvements made by the tenants?—Very great improvements.

10241. And with these improvements was the rent raised?—Yes, with them they are always raised; the last rise was after the building of a comfortable new dwelling house.

10242. Built by the tenant?—Yes sir,

10243. CHAIRMAN.—Was there any offer of a lease on the dropping of the old lease?—I don't remember when the old lease did drop, it was beyond my memory. Before that, from year to year, since my memory they wanted leases at different times before the passing of the Act, and since that they got leases. It is about two years ago.

10244. The O'CONOR DON.—For how long?—For twenty-one years.

10245. And were there any covenants in that lease against claiming the Ulster custom at the end of it?—I am not quite sure.

10246. Mr. SHAW.—This custom is always acknowledged after a lease on these properties?—Yes.

10247. CHAIRMAN.—Have the improvements been generally made by the tenants without assistance from the landlords?—Yes, generally. In some cases there were a few slates given, but these were great exceptions, and very few cases. There were very few cases in my district where the landlord gave any assistance, all the improvements are made by the tenants.

10248. I see you suggest that an amendment is required in the Land Act with respect to the word "usages." You say it ought to be "usage" instead of "usages"?—Yes.

10249. Before the Land Act there were a great many varieties of usages with respect to tenant-right?—We understood that tenant-right was that a farmer had always the right to sell to a solvent tenant without restriction.

10250. Was there not very frequently a rule or usage that the rent might be raised on a change of tenancy or raised after a certain period of years?—Yes; generally at the expiration of a lease on the estate where I hold it was revalued, but where it was held from year to year it was whenever the agent thought right it was raised. He just went through it and put on the value.

10251. That was not a favourable rule or usage for the tenants?—We did not think it was but we could not help it.

10252. You say the word "usage" should have been made use of in the Land Act, would not that have established that usage?—As a general rule we considered that the custom was established over the country.

10253. The O'CONOR DON.—Against the raising of rents?—No, sir. We did not consider that; not against the raising of rents, but we considered that the landlord had always the power to put on such rent as he thought proper. In some cases, such as I have mentioned, they have extinguished tenant-right altogether. A particular farm about three weeks ago was put up for sale and an effort made to sell it, but it could not be sold on account of the rent being so high.

10254. CHAIRMAN.—Do you think there were more frequently changes made before the Land Act than there have been since?—I think there are more changes since than during the same time before.

10255. Before that there was a rise of rent whenever the landlord chose, but he did not put the power in force so often?—He did not put it in force so often, but we had no power to prevent that.

10256. But in the letter you have read the landlord says because the new Irish Land Act did away with all claim for tenant-right?—That is what he says, and that prevented the sale going any further, that is in reference to claims at the end of the lease.

10257. Mr. SHAW.—These new rules were all considered invasions of the tenant-right?—Yes.

10258. That did not exist originally?—No.

10259. They were brought in by the constant action of the landlords?—Yes.

10260. CHAIRMAN.—Besides your suggestion that the word should be changed to "usage," you say that you think nothing will be satisfactory except some arrangement by which the rent may be adjusted fairly?—Yes, that is the difficulty.

10261. Have you any idea as to the best way of doing that?—I think by local arbitrators—one appointed by the tenant, the other by the landlord.

10262. And to accept their arbitration as to a fair rent?—Yes; the tenant's improvements not to be taken into consideration.

10263. That the whole should be valued, and then deduct the tenant's own improvements?—Yes; deduct the value of the buildings, and that is what I consider would be a fair way of arriving at the rent.

10264. When you speak of tenants' improvements do you mean buildings or other improvements?—Since I commenced to farm it was generally buildings we did on our farms. I think in no case should the tenant's improvements be taken into consideration.

10265. Mr. SHAW.—No matter what they are?—No.

10266. The O'CONOR DON.—They are chiefly buildings in the North?—And reclamation of waste lands, making roads and fences. The tenants do all the improvements in the district in which I live without assistance from the landlord.

10267. CHAIRMAN.—You feel that whatever outlay is made by the tenant should be secured to him altogether, and not for a limited number of years?—I think they should go as tenant-right.

10268. Your idea is that there should be no power of evicting except for nonpayment of rent?—Yes.

10269. And in that case the tenant having power to sell?—Yes.

10270. Would you wish the power of raising the rent to be confined to fixed periods?—I think covering over a period of time; and it would be necessary to take into consideration the price of produce, and it would take a number of years before the rent could be properly fixed.

10271. That is, it should be fixed according to the averaged prices?—I think when rent requires to be fixed the prices should be looked over for a number of years, and then the averaged prices of produce taken. That would be, I think, a fair way of arriving at the amount of rent.

10272. Do you think there is a satisfactory tribunal now for deciding questions between the tenant who is going out and his landlord, as to the value of his tenant-right?—I think in some cases it is not satisfactory.

10273. Do you think it would be better to have a fair arbitration?—I think so.

10274. I think you said leases were not offered at the dropping of the former leases?—Generally they were not, but new leases are oftener offered, but not so generally taken as before.

10275. They have been generally offered, but not generally accepted?—Yes.

10276. They are generally for twenty-one years?—In some cases for thirty-one years.

10277. And do they generally have a clause against tenant-right at the end of the lease?—I never saw it until I saw it in this agreement.

10278. You say that the leases were more stringent since the passing of the Land Act?—I think their object was to do away as far as possible with tenant-right. That is as far as I can form an opinion.

10279. And they thought they had power to do so by the agreement?—Yes.

10280. Is that the only case you know barring the operation of the Land Act?—Yes; that is the only one I am thoroughly acquainted with.

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10281. Do you observe that there are more improvements made where there are leases than where there are not?—I believe there are.

10282. You say that the landlords made no improvements before, and, therefore, there is no alteration in that respect now?—No alteration in that respect.

10283. Do you know of any cases of tenants having purchased their own holdings?—Yes. I know of one case convenient to where I am.

10284. What was the size of the holding?—It was a holding in addition to the farm the man held—about twenty acres.

10285. He held another?—He held twenty acres before, and his neighbour sold this farm to him ten or twelve years ago.

10286. Purchased it out-right—the fee?—Yes.

10287. Was there a house on it?—Yes.

10288. He lives on it?—Yes.

10289. He holds other land in connexion with it?—Yes, in connexion with it.

10290. Was that under the Landed Estates Court?—I am not aware about that. I cannot answer that.

10291. Do you know whether he got an advance anywhere?—No, sir, he paid it himself.

10292. The O'CONOR DON.—Was it before the passing of the Land Act?—It was.

10293. CHAIRMAN.—How has he got on?—He has got on very well. The farm is large now, and he can afford to labour better.

10294. What is the custom on these estates, you know as to Grand Jury cess since the Land Act?—I

know of no estate but one that pays part of the Grand Jury cess.

10294A. Mr. SHAW.—It is all put on the tenants?—Yes.

10295. Even after a change of tenancy?—Yes.

10296. CHAIRMAN.—Are there written agreements to that effect?—Yes, this paper shows that:—

“And the lessee agrees with the lessor to pay said rent on the dates and in the manner aforesaid over and above all rates and taxes, whatsoever, including county cess, except the landlord's proportion of poor rate, and that the lessee pay all future and existing rates and taxes, as aforesaid for the time being, payable in respect of the said demised premises except as aforesaid.”

10297. Mr. SHAW.—What are the rates in your country generally?—The poor rate varies from 10d. to 1s. 4d. in the pound.

10298. For the year?—Yes.

10299. The O'CONOR DON.—What is the county cess?—The county cess is over 20 pence.

10300. Mr. SHAW.—You have to pay the whole of that, and the half of the poor-rate?—Yes.

10301. The O'CONOR DON.—And do you think the tenants would prefer signing an agreement like that, or having a small addition to their rent in proportion to the average county cess that had existed for a number of years before, and the landlord paying half?—They would be more contented if the landlord would pay half.

10302. Mr. SHAW.—No matter what it was?—Yes.

Mr. Thomas Warnock.

Mr. THOMAS WARNOCK examined.

10304. CHAIRMAN.—You have heard what has been said by the last witness Mr. Norris; do you concur generally in the observations he has made as to the general question?—I do.

10305. The O'CONOR DON.—Have you any particular case as to which you can give us some information?—Yes.

10306. What are you?—A tenant farmer.

10307. How much land do you hold?—About 50 statute acres besides flax mills.

10308. Under whom do you hold?—The Reverend Marcus M'Causland of Dublin.

10309. In what county?—County Derry.

10310. Near Coleraine?—Yes.

10311. Tenant-right exists on that estate?—Yes, to the fullest extent. The points I wish to bring before the Commissioners are as to the establishment of a proper basis for fair rent; cases where there has been arbitrary raising of rent, and the Bright clauses. With regard to my own estate, I have no complaint to make as to the working of the Land Act. My landlord has accepted the working of it loyally. Of course we think our rent is pretty high.

10312. Have you any particular case of grievance to make about any estate?—Yes, I have the case of a number of tenants here.

10313. Who is the landlord?—Mr. Lawrence.

10314. Mr. KAVANAGH.—Is that your landlord?—No sir.

10315. Who is your landlord?—Mr. M'Causland, of Dublin, formerly of Parsonstown. The first case is that of John Jameson; his rent at the time the lease dropped on the death of Mr. Cromie was £9 15s. 8d., and his rent to the present, £42 8d. 2d., Government valuation £16 15s. That farm was two-thirds reclaimed at the tenant's expense. Nothing allowed by the landlord.

10316. The O'CONOR DON.—When did the lease drop?—The lease fell about five years ago.

10317. Had it been a long lease?—Yes, an old lease. I have a list of cases of the same sort.

10318. CHAIRMAN.—Is this list in the same way cases within your own knowledge?—Yes.

10319. And these are correct statements of the

cases?—Yes, I believe they are all correct. The figures are quite correct. “John Stirling; Knock-inkeragh, rent to Mr. Cromie's death, £18; rent to the present, £62; Government valuation, £33 15s.; expenditure in buildings, £300; drains, fences and walls, £150; £3 only allowed by the landlord, John Thomas Stirling, Cloghan; rent to Mr. Cromie's death, £15 17s.; rent to the present, £20; Government valuation, £12 8s.; nothing allowed for improvements by the landlord. John Thomas Stirling (for Knock-inkeragh), rent to Mr. Cromie's death, £17; rent to the present, £51 8s.; Government valuation, £31 10s.; nothing allowed for improvements by the landlord. James Parkhill, Greenagh; rent in 1874, £33 13s. 6d.; rent in 1879, £45 14s. 2d.; Government valuation, £29, houses included; expenditure in buildings, £275; in drains, roads and fences, £75; of this there was advanced by the landlord, £50. David M'Mullen, Lisnagalt; rent in 1869, £8; rent in 1870 and 1880, £14; Government valuation, £5 5s.; two parts reclaimed at the tenant's expense; landlord advanced £8 5s. for slates.”

10320. The O'CONOR DON.—Are we to understand that the increase of rent was made in all these cases at the same time?—At the same time.

10321. It was all one lease that dropped?—It was all one lease. It was Mr. Cromie's life that determined the leases of a whole district of country as far as I understand. Upon the point of fixing a fair rent we are all of one mind that that should be by local arbitration, provided that if the tenant's arbitrator and the landlord's arbitrator cannot agree about an umpire, a Government sworn umpire should be called in.

10322. Mr. SHAW.—That would satisfy you generally?—Yes.

10323. CHAIRMAN.—That is the view of your association?—Yes.

10324. Do you think it is the view of the associations generally?—Generally through the country we are pretty much of one mind upon that point. What we complain of is that generally, from what I have known from personal observation, where the tenants have improved their farms by draining, and fencing, and bringing them into a high state of cultivation, the

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tenant who has his farm in the best state suffers most when the valuator comes, and the tenant who has done least suffers little or nothing. Therefore, the good tenant is unable to cope with the present difficulty. In that case we say the tenant's improvements are taken into the valuation, which we consider to be unjust and unfair.

10325. Then it is fear of raising their own rents that has prevented tenants continuing their improvements?—Yes; these periodical arbitrary raising of rents. In a number of cases where the rent has been raised pretty high, the tenant has just had one choice—either to pay his rent or leave. These are the words of the landlord in the case of a tenant who owns about seventy acres of land, mostly clay land, and owing to these wet years he has been reduced almost to destitution. I had to indorse a bill to enable him to pay his last rent. There was a decree taken out at the last quarter sessions against him.

10326. Mr. SHAW.—And this arose through the failure of the crops?—Yes; he is a most industrious man.

10327. How is he in the occupation of the land?—He purchased the tenant-right of one farm for £300, and another for £165, and another so far back as thirty-six years ago, when land was not so high, for about £70. He is the owner of the three farms in one. Here is the landlord's reply to a letter asking for an abatement:—"I beg to state in reply, that if you cannot meet your engagements honestly, with my agent, you had better give up your farm."

10328. Who is that?—Mr. Bennett, of Upperhill, England, a rector.

10329. Did he try to sell?—He is just hanging on to see whether anything will turn up in favour of the tenant. I saw the crops off that clay farm, and owing to last year's wet season, he had just about five small stacks, that would average about fourteen cwt. each, of oats off that farm of seventy acres; he has a quantity of flax and owing to last season's wet the flax has not produced (I have extensive experience of that myself), up to seventy-five per cent. of the yield it formerly did.

10330. That is this year?—Yes.

10331. Is that general?—Yes; I have very extensive experience myself. I have two flax mills.

10332. The O'CONOR DON.—Was the rent raised on that land lately?—The rent was raised lately. I think about eight years ago—perhaps less.

10333. Mr. SHAW.—On that clay farm?—Yes; on what we call a clay farm, and I may say, moreover, that the valuator, whom I know is considered to be a gentleman who values land at the very highest pitch, is brought from Ballymena, a distance of over twenty miles, to value the land.

10334. What is the rent of it?—I could not state distinctly.

10335. The O'CONOR DON.—Could you state the rent per acre?—No. I think, as far as I recollect, it is a little over £1 the statute acre.

10336. CHAIRMAN.—Were there any abatements of rent made in your district?—Oh, yes; my own landlord, I am happy to say, gave an abatement, and almost unsolicited, last year. He threw off 2s. 6d. in the pound in the May rent, and gave an extension to the 1st December, and on the November rent, paid on the 1st of March, he gave an abatement of 3s. in the pound, and he paid that abatement on the county cess and poor rate. It was on the gross rent he gave the abatement, not on the net rents.

10337. Are there many other landlords did the same thing?—No sir. I am sorry to say one of the most extensive landlords in the neighbourhood, Mr. Lyle did not. He and I had a discussion one evening, and he came out distinctly, that he considered twenty years was quite sufficient to recoup the tenant for his expenditure and improvements on any farm, and that he was talking with a landlord, and the landlord stated now that the tenant farmers had got their Land Act, they (the landlords) would stand upon their rights with them on every point, and he seemed to

sympathise with the sentiment when he expressed it. He is the largest owner in the North-east Liberties at Coleraine.

10338. The O'CONOR DON.—Are his rents high?—I may just say, we consider our improvements are to some extent taken into account in the valuation, although I may state also that our landlord gave us the best valuator, or one considered the best valuator in Ulster; that is Mr. Nolan of this city (Derry). He gave him instructions not to value the tenants' improvements, but I could take any man over land, which when I took it was not worth more than 2s. 6d., and any competent valuator would say it is worth 15s. or 20s. an acre now.

10339. From your own improvements?—Solely. I have laid out on my own holding in about twenty years; exclusive of the mills, for I don't think the mills touch the question here, somewhere over £800, and that inside of twenty years. It is due to say that I have the utmost confidence in the fair play of my landlord, so far as his judgment can guide him.

10340. Have you a lease?—No sir. I would not accept a lease.

10341. Even of the mills?—No sir. I have not a lease of any improvements I have made. I have laid out altogether about £1,400 on improvements, and I never asked a lease, and a lease was never offered.

10342. CHAIRMAN.—And you would not take it?—No, not even under these circumstances.

10343. You have confidence in your landlord?—Yes; as far as that is concerned my landlord occupies with his tenants more the place of a father with his family, than a landlord with his tenants.

10344. Have you any fear that that state of affairs may not continue beyond the present landlord?—No; the future landlord is a colonel in India now, and I have the utmost confidence in the coming man. My landlord introduced him to me in Coleraine, saying he was likely to be our coming landlord, and that he was likely to be as good as he was. I said I hoped it would be a long time before he would become our landlord, and my old landlord said turning to the son, "Warnock and I have always got on very well." He and I were not of the one politics. "Oh," I said to young Mr. M'Causland, "you know I am a Liberal." "Now," said young Mr. M'Causland, "father, you know, I would not allow any man to dictate to me about that." And when they visited my place they were very much pleased with it.

10345. Are there many other landlords like that?—I was discussing the subject with Mr. Norris's landlord, and on the whole, Mr. Lyle is a good landlord, but at the same time, he would like to interfere somewhat with leasehold tenant-right. I have heard his brother giving evidence in what we call the celebrated case of Lawrence and Norris, when he attempted to say that leasehold tenant-right did not exist on the estate, but the county court judge said his own evidence had established what he had attempted to disprove before he left the box. As to the Bright clauses, I have a pretty extensive acquaintance. I can give the cases of two farmers. One purchased a farm for £1,333 11s., consisting of sixty-seven acres. When he purchased, only eleven acres were reclaimed. He has since reclaimed forty-eight acres. I have seen the crops off that land, and they are I think the most luxuriant crops I have ever seen. It was what we call a cut-out or waste bog. He had forty-five bags of oats, of eighteen stones each off three statute acres of land. He purchased about nine years ago. His potatoes were excellent, and he will shortly have that all most productive land. He has it thoroughly drained, the fields squared, he has sunk a fall himself. The next is the case of a landlord in my own neighbourhood, and when he and I were sometimes discussing the Land Act, he told me what he was going to do with a portion, about the same size of cut-out bog. He said he was going to reclaim all that, "and I will cut turbary and have it pay me as I go along, and I will know what you fellows charge for reclaiming land."

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I said then (that is six or seven years ago), "If it is to be done by yourself, it will never be done, and it will not pay you." In six or seven years he has reclaimed to my knowledge about twelve perches of that land, and there it lies not worth 2s. 6d. an acre to any man, but if it was in the hands of a thorough good tenant farmer who could look after it, it would be in a few years thoroughly good productive soil. The next case is the case of tenants who have been leaseholders.

10346. The O'CONOR DON.—Perpetuity leases?—No, sir; leaseholders. The former tenants were not able to hold on, and they went away, taking two years rent with them. The incoming tenants paid one year's rent to get possession. They got the farm in a wretched state. They reclaimed thirty acres out of a farm of sixty-six acres: thoroughly drained it, squared the fields, built houses, and squared the farm yard at a cost of over £1,000. The fee-simple of the same farm cost the landlord £600 two years before this new tenant settled in it. The present landlord has bought it, and he has stated distinctly to the tenants that, so soon as the lease expires, he will turn them out without a penny compensation. He has stated so to me. With regard to another farm on the same estate, when we were talking over this matter of leasehold tenant-right, he said:—"Warnock, I will not give a penny tenant-right at the lapsing of a lease. If any tenant makes improvements, he must do so at his own risk." I quoted the case of a tenant, one of the best cultivators in our neighbourhood, and said: "There is a man whose improvements you know. You see what he has done in the improvement of that farm; he paid £150 for the lease to the landlord. Will you turn that man out without a penny?" "Indeed, I will," said he. "Well," said I, "I hope the law will be such that you won't get doing it;" and his reply was: "By my soul, I will put him out, and I will tell him it was because you challenged me on the point."

10347. The O'CONOR DON.—What is the name of the landlord?—Captain Giveen.

10348. Would he have power, under the present Land Act, to turn him out?—Yes, at the expiration of the lease, according to Chief Justice Whiteside's decision. He might elect to go in for compensation for improvements, if he choose; but the landlord has power to turn him out of the farm.

10349. Would it not be in the power of the tenant to elect to go for compensation for improvements, reclamation, and buildings?—Yes.

10350. And then the landlord would be obliged to pay him whatever he had expended in that way?—That is, for what is unexhausted, according to the opinion of the Chairman. At the present moment it has almost put a stopper on high cultivation.

10351. CHAIRMAN.—High cultivation comes under the head of unexhausted manures and tillage; but the other is permanent improvement?—There is what we call reclamation—that it has stopped to a large extent.

10352. That he would have a right to claim for?—It is a very bitter thing to go into court, and not very profitable.

10353. The O'CONOR DON.—At all events, the present Act provides that a tenant who has made improvements in the way of reclamation or the erection of permanent buildings upon a holding on a lease made before the passing of the Act, would be entitled to claim compensation for such improvements?—Yes.

10354. So that the landlord could not turn him out, as he said, without a shilling?—That is quite true. That is, if a tenant would fight him on the tenant-right principle, he might put him out without giving him a shilling. The other case is a case where a tenant purchased under the Bright clauses, and this point is the one I wish to bring particularly forward, for it is very important with regard to Ulster—that under the Bright clauses reclamation of waste land goes on at a rapid speed, and the result is we can produce the best flax fibre that goes into the market, so that the benefit

acts in two ways. It is good for the manufacturer of Ulster as well as for the farmer himself. I know myself that, on this farm which the tenant purchased under the Bright clauses, there is a large portion of reclaimed land, and when that land was put down in flax, it produced the best fibre that came to my mill.

10355. The O'CONOR DON.—The fact of the man being the owner of the soil induced him to treat the farm so well that it produced the best crops?—No, even the highest cultivated land is to a large extent exhausted flax land, but what is reclaimed, when it undergoes a thorough course of cultivation, contains soil which has never been exhausted by flax cultivation, and hence it is best for flax growing.

10356. That is the newly reclaimed land is the best for flax?—Yes.

10357. And the tenant who reclaims gets the best of it?—Yes.

10358. He gets the new land, and he takes the best out of it?—Quite so.

10359. Mr. SHAW.—When was this improvement made in reclaiming the land, was it before the passing of the Land Act?—He purchased the land after the passing of the Land Act.

10360. The judge must look into the time the man has had the land, and whether he thinks he has been repaid; that is in the Act?—Well I think it should be out of it with all respect for you.

10361. The O'CONOR DON.—This tenant you say purchased under the Bright clauses?—Yes.

10361A. And I suppose he got a certain proportion from the Board of Works?—Yes.

10362. Had he any difficulty in making the purchase?—Well I think not; we hold the opinion whether rightly or wrongly that the Church Temporalities Commissioners are more easily dealt with as to the money than where purchases were made under the Bright clauses; again these tenants, I speak of two of them, have sold their title under the Bright clauses, and there was a difficulty for they could not convey. It had to be purchased out of the Landed Estates Court.

10363. They had to pay back the whole of the money they had borrowed?—Yes, and the Landed Estates Court paid them back whatever capital had been exhausted in the meantime. One of the results is that on this farm I speak of, there is a large dwelling house—it is a farm of about seventy acres—and altogether the farm-house, farm-stead and yard will cost about £900, and I must say it is almost marvellous to see the crops now compared with what I have seen.

10364. CHAIRMAN.—That is the good effect of being the owner in fee?—Yes, that is it.

10365. A feeling of security?—Yes.

10366. The O'CONOR DON.—Do you think many of the tenants in your neighbourhood would be able to pay one-fourth of the purchase money?—I don't think generally they would be, perhaps I should rather say that at the present rent they would not care very much for the purchase, for we consider the scale of rent pretty high owing to agricultural depression; foreign competition, and the cost of production.

10366A. You don't think they would be very anxious to buy at the present rents?—I don't suppose on the present rents they would be, I speak for myself, and I don't think it would be safe.

10367. CHAIRMAN.—That is they wish to diminish the number of years purchase?—That is it. It would be quite too heavy at the present rent. There is one point that our association wish to dwell upon; that is with regard to any future legislation, that where the landlord interferes with free sale of the tenant-right the tenant should be empowered by law to claim the full value of his tenant-right from the landlord. I might mention a case in point to illustrate this. I know a widow who has been prevented by the landlord from selling her tenant-right, she had no family, the consequence was she could not bring the tenant-right into the market, and the landlord kept her hanging on for

a number of years until at last she had to yield and take whatever he gave her; she got some little cottier house and a garden to live in, with a small annuity; she was entirely prevented getting her tenant-right although it was decided in the same estate by the judge of assize here that tenant-right existed as an article in the market. That was on the Clothworkers' estate which Sir Harvey Bruce purchased. In a case on the Downhill estate where the tenant wished to dispose of his tenant-right, a rule was established for five years purchase; the tenant had no right to go into the market, and when this tenant and his cousin agreed to pass the farm from one to the other Sir Harvey agreed to pass it first into his own hands and then into the cousin's hands, but in doing so he raised not only the rent 25 per cent., but he raised the tenant-right price 25 per cent.—that was from £32 to £40 rent, and he charged the incoming tenant eight times £5 of tenant-right in addition.

10368. Mr. SHAW.—Is his property in your neighbourhood?—Yes.

10369. Tenant-right is recognised on it?—Tenant-right is decided to exist on the Clothworkers' estate which he purchased.

10370. But on his own estate is it established?—On the first year of the Land Act he got an estate rule established as a permanent rule.

10371. What is that?—Five years purchase.

10372. Without anything for improvements?—Without anything for improvements—if the tenant has made no improvements he gets five years, and if he has laid out over £1,000 in improvements he only gets five years.

10373. Does he increase the rent on the falling in of leases?—I cannot say that, for there are very few leases.

10374. Well on a change of tenancy?—Almost invariably the rent is increased.

10375. Has there been any general revaluation or raising of rent?—Not a general valuation, but Sir H. Bruce raised the rents himself. There was a

general revaluation over the Clothworkers which he purchased. *Sept. 28, 1880.*

10376. The rent has been raised considerably?—Considerably. *Mr. Thomas Warnock.*

10377. That will effect tenant-right?—Considerably.

10378. Have there been any sales?—Not latterly; we were having Mr. Mooney, the auctioneer, up, but in all cases, even after the decision of the Judge here, he has entirely set himself against the sale of tenant-right, the tenant must hand the tenant-right in to Sir Harvey; he goes into the market and raises whatever he can on the tenant-right.

10379. Was that the rule before he bought?—No, sir, in no case.

10380. How long has this five years rule been in operation on his estate?—It was probably in Magherafelt he put it, that it had interwoven itself into the custom of the estate, and I remember distinctly that the County Court Judge turned on the tenant farmers who had been brought up as witnesses in the case, and reproved them for the unmanly way in which they gave their evidence. He was so severe on the way they gave their evidence that Sir Harvey got up next day to apologise, saying he had not interfered with the way his tenants gave their evidence.

10381. There is no record of it?—No, but it is now established in the Land Court, and all the tenants submit to it.

10382. Are they submitting to this rule on the other estate?—No, sir, they are not; the auctioneer told me a short time since that Sir Harvey's agent was there, saying there would be no such thing as sale of tenant-right allowed, and that the auctioneer bid it in himself at what he considered the tenant-right value, and he said Sir Harvey had handed the money over to the tenant, but after all there was not what you call free sale.

10383. And the tenants would be deterred?—Yes, they would not purchase tenant-right with a law suit along with it.

10384. They think it is enough to buy a farm without buying a law suit along with it?—That is it.

Mr. H. R. MORRISON (with Dr. MADILL, Garvagh Tenants' Association), examined.

Mr. H. R. Morrison and Dr. Madill.

10385. Mr. SHAW.—Where do you live?—Money-dig, in the half barony of Coleraine.

10386. You were a tenant farmer on Lord Waterford's estate?—Yes.

10387. You purchased your holding?—Yes.

10388. Are you satisfied with the purchase?—No mistake about it.

10389. You gave a high rate of purchase?—Yes, a high rate, rather than risk a change in the landlord. I was glad to do it.

10390. How many acres have you?—118 acres and six acres of bog.

10391. What was the rent that you held under?—£85 5s. 8d.

10392. What rate of purchase did you give for it?—Twenty-nine years. The bog was a separate purchase. There was no nominal value put upon the bog, the rent was upon the land.

10393. It was good land I suppose?—It is medium quality, the Ordnance valuation of land and buildings is £87 10s.

10394. You had held it for some time?—Yes.

10395. Had you purchased the tenant-right of it?—I purchased a small portion, part of it was my father's farm, and part my brother's, and I purchased a small portion myself, about one-fourth.

10396. Were there any difficulties about carrying out the purchase with the Board of Works?—In my own case I had not much difficulty, inasmuch as my holding was made into a separate lot, and the conveyance got soon after the sale.

10397. But in the cases where there were several tenants joined in a lot there was a great deal of difficulty in arranging the lots?—No.

10398. In what way then?—It was something with the Board of Works and the Treasury.

10399. They were got through in the end?—With difficulty; they had to be got through at all hazards.

10400. The O'CONNOR DON.—Did it cost much to get over the difficulty?—The greatest cost was in the delay. The property was sold in 1871, and some of the loans from the Board of Works were not given until March, 1874, and some of the tenants had money lying waiting from day to day and from week to week, and perhaps had to pay interest and were charged interest at the rate of 5 per cent. by the seller.

10401. By the seller of the property?—From the time the Treasury hauled up the Board of Works for proposing to make loans to tenants who had purchased instead of those who were about to purchase, it appeared to me every possible obstruction was thrown in the way of the tenants completing their purchase, and if I remember aright there had to be a short Act of Parliament passed to enable the Board to make the loan.

10402. You know tenants who have purchased?—I know what is in my neighbourhood, but there is a large portion near Limavady with which I am not acquainted.

10403. What is the result of these purchases—are the tenants generally as well satisfied as you are?—I should think so, they are all generally well satisfied.

10404. Are they improving their properties much since?—A good many of them are, there are two of them not getting on well.

10405. Were there causes for that?—They were in back water before.

10406. Mr. SHAW.—But generally speaking they are doing well and satisfied with their purchase?—No mistake about that.

10407. And you think such a process would be generally acceptable to the tenants if they could buy

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their holdings?—If they could do it; but I am very much afraid about being able to carry it out to any extent. I take it you would look to fair play between landlords and tenants, and where you would get one tenant with money, perhaps on a square footing and with a little money past him, you will get more that are behind, that is my knowledge of the country, and as a general rule I think if this whole county of Derry was made into lots for sale to-morrow, you would not get three lots in the whole county with three tenants on each that would come up to the ideal standard set up by the Lords of the Treasury.

10408. Who could give their portion of the money?—No; who would come up to the ideal standard. Here is the affidavit printed for the Board of Works, it was prepared by the Treasury, and every tenant who wanted a loan whether he was right or wrong had to swear that or want.

10409. What are the principal provisions?—Clauses against alienation, subletting, or subdividing.

10410. Would you object to these?—No; except alienation.

10411. Not against alienation if the Treasury was well secured?—I would make a proviso for that. Instead of the alienation clause in the Land Act and its stringent penalties, make it that no lands thus bought shall at any time be security for any money, or for the payment of any other than the loan from the Board. I would apply this to all lands whether tenant-right or fee-simple; the costs of bonds, mortgages, and the sales of small properties, would soon swamp a number of them. In my opinion landlords have as much need to be put from borrowing as tenants, for they do borrow, many of them, in style.

10412. You think the landlords should be limited as well as tenants?—Yes.

10413. What would you do with the land?—Let it go to those who have the money.

10414. But the people who have the money would not like perhaps to be land owners?—Well it would lower the value of the land. What I consider is one of the causes why land is too high is the facility for borrowing money. A man with a £1,000 goes and borrows three or four times as much, and as he has to pay interest, in a little time he will be little more than a small rentcharge on the land.

10415. But people with a couple of thousand pounds in business go to fifteen times what that can demand. Would you extend the same principle to business?—No, that is outside this inquiry.

10416. Why make the distinction; if a man has property and thinks he can borrow why should you prevent him?—I consider that the credit in the mercantile part of the community is too great. It is a question I don't want to go into, but I think there is too much credit in all ranks of business from the manufacturer down to the small shopkeeper, in a country village or place; it is credit from top to bottom.

10417. Would you compel the landlord at present in debt to sell until he paid his debts?—I would, but give him a reasonable time.

10418. And after he paid the debts to keep the balance?—Yes; and do what he liked with it.

10419. And you would not allow the tenant to borrow any part of the money on the tenant-right?—Not on the security of the property.

10420. You would allow borrowing outside the property to any extent?—Yes; but not giving a mortgage on it or a bond.

10421. But if the costs of these bonds and mortgages and conveyances were reduced, as they might be, and as they are in other countries, you would have no objection?—I would still have an objection to tenants borrowing.

10422. Or large people either?—Yes. It has been cast up against peasant proprietors that where they have had an opportunity like most landlords they soon begin to think themselves gentlemen and immediately go into debt.

10423. Wouldn't the result of your system be, that

you would prevent a man borrowing on what is perfect security and allow him to borrow on imperfect security, and instead of getting the money at four per cent. he would have to pay six or seven; wouldn't that be all the worse for the community?—In the long run I think not.

10424. Your view is there is too much borrowing of money?—Yes.

10425. You would prevent it by an Act of Parliament?—Yes.

10426. And you borrowed yourself from the Board of Works?—Yes.

10427. You violated your own theory?—No.

10428. Why did you do so?—Because I might as well do it as not. I say "security for any money, or security for any other than the loan from the Board."

10429. Why allow that?—Because it is the only means of settling this question.

10430. Would you allow the landlords to borrow from the Board?—What for.

10431. If a tenant borrows to buy surely a landlord may borrow if he wants it on a landed property, you would not confine the luxury to the tenant?—If he is going to lay out the money on the property, in improvements.

10432. If he is would you allow him then to borrow?—Yes; the same as the tenant.

10433. Don't you think it would be a very difficult duty you would throw on somebody; to test all these cases. Would it not be better to leave people to do as they like in their own case?—No.

10434. The other is only theory?—Yes.

10435. And you don't practice it yourself, you think these tenants are doing well on the property they bought?—No mistake about that.

10436. And you think it would be well to extend the facilities?—I do.

10437. And you would have laws made that would suit the tenants?—Provided they did not injure the landlords' interest, an Act of Parliament requires care in preparation, laws to afford facilities to tenants wishing to purchase.

10438. They don't always do that?—I was present in the Landed Estates Court when the Marquis of Waterford's property was before the examiner for settlement of the rental, Mr. Donnell turned over the list, and lot three was one tenant's holding, and he said that that was a bad way to have it that few people would like to go into court and bid against the tenant supposing he wanted to purchase the farm. There is a holding, for instance, of Robert Haslett, which should sell for £1,800, and probably if £1,200 was bid the judge would confirm the sale, and the solicitor having carriage of the sale said he was prepared to take chance for that, and it turned out afterwards he had things pretty well prepared to take his chance.

10439. You said you knew some other properties?—Yes; the Mercers' and the Ironmongers' estates.

10440. They are in your neighbourhood?—Yes, just beside me.

10440A. Tenant-right is admitted on these estates?—To a certain extent. On the Ironmongers' they are trying to limit it—and have been for some time—to ten years rent.

10441. Is that since the Land Act?—Before it.

10442. Have they succeeded?—I could not tell. I was in the Land Court in Coleraine about 1874, and there was a case before the chairman there from Mr. Simpson's neighbourhood (Aghadoey). When that case was decided the agent says, "Am I to understand your worship rules there is no tenant-right established." "Indeed," said the chairman, "you are to understand no such thing. There is a very important point of law to be settled before that is decided yet." And since then, as far as I hear, they have been trying to settle every case that comes out of court, but I don't understand what they do.

10443. Is it usual to raise the rents on a change of tenancy?—Not with the London Companies.

10444. On the falling in of a lease do they raise the rents?—Yes; but there are hardly any leases upon these estates. I think there are only four or five on the Ironmongers'.

10445. Are the rents moderate on the Ironmongers'?—I would say they are fair. I would not complain of them; but they are very near the time for revising the valuation. The usual term of twenty-one years is nearly up, and they will be trying to raise it like other people as much as they can.

10446. There is a periodical valuation?—Yes, every twenty-one years with the London Companies.

10447. Do they employ a valuator?—The Mercers send over one of their own people, a land surveyor and valuator, to measure and value their estate, and I am clearly of opinion that no Englishman, however, competent to value land in England, is competent to value it in Ireland. Then they got the elder Mr. Nolan here, but he was not able to go, and I think they got his son. I don't know whether he went over the whole estate or not; but the tenants were never satisfied whether they got Mr. Nolan's valuation, or what valuation they got, there was a big row about it.

10448. The Company put on a rent themselves?—Yes; and followed neither of the valuations.

10449. Are you acquainted with any case of raising rent in which the raising injured the tenant-right and eat it away?—I think all these rents that have been put on since the Land Act have injured the tenant-right.

10450. On what estates?—On what was sold of the Marquess of Waterford's and the Mercers' Company. I think the rents are too high.

10451. You think it was high enough before?—I do. I was present in Magherafelt Land Court in October, 1872, when one of the new purchasers named Gilmore had an ejectment against a man named Kennedy, on a part of Lord Waterford's estate.

10452. He was a tenant who bought and let to tenants?—He bought portion of a townland, and when the case came on for hearing it turned out that the landlord did not want the tenant dispossessed if they agreed about the rent. The first thing he had done after he got the property was to send the highest valuator in the neighbourhood to revalue it, and to put on a rent, and this was a very high rent; but, before, when it was under the Marquess of Waterford, it was a very low rented land. The tenants were all dissatisfied and refused to pay the new rent, and he took one or two of them into the Land Court by ejectment. He did not require to give a notice to quit as the lease had fallen previously. I was summoned as a witness, and it was proposed to refer the rent to the valuator who had valued it and myself, and I asked the Chairman what would be the basis of the valuation, and we did not seem to understand each other. He thought my ideas were wild, as he said, and the case went on. After it had gone on a little I proposed that the Chairman himself should appoint a valuator, and he considered a little, and said he would send the elder Nolan, and swear him before going. The decision he got the registrar to enter in the book was—he is to put on a rent that is fair between landlord and tenant, and such as will not infringe or militate against the Ulster custom usually called tenant-right.

10453. Do you think that was a fair entry?—I think nothing could be fairer.

10454. That protected the tenant's interest?—Yes.

10455. What was the result?—A high rent; higher than its value.

10456. You think it militated in the end against tenant-right?—I have no doubt about it in that case.

10457. Mr. Nolan seems to be very often employed?—Yes, he is a very respectable man, I believe he is the most respectable valuator in the county.

10458. How would you settle the rents?—It is very difficult to define how they are to be settled. Another case, this same purchaser had most of the tenants in the Land Court about a year after; when

they were under the Marquess of Waterford they had bog at a nominal sum. This settlement of rent was referred to Mr. Nolan, and it was suggested he should take into consideration the want of these bogs which they now had to pay for at £4 an acre. Those who did not rent the bog had to go twice as far and pay high rent as well. The Chairman instructed Mr. Nolan to take into consideration the want of the bog and everything in the case, and the result was again a high rent, a rent above the value. I was speaking to Mr. Nolan about his taking into consideration the want of the bog, and he said he had never taken it into consideration at all.

10459. Was he not instructed to do so?—He was, but he was not present in court, and how he got his instructions I could not tell. That was his reply, that he never took it into consideration at all.

10460. It should make a considerable difference?—The want of this bog was of itself a big rise of rent.

10461. Have you any other cases?—I think there are some cases of arbitrary eviction.

10462. The O'CONOR DON.—Before you leave this case can you tell have any holdings been sold since the increase of the rent?—One.

10463. How many years' purchase was given for it?—I think the price was about £170, and the rent £11 a year, that was about sixteen years' purchase.

10464. Mr. SHAW.—Is that a high or a low price compared with other sales on other properties in the neighbourhood?—There was one case came before the court and was decided by the Chairman in the same townland, on the same property, about two years ago, and it was finally decided here before Chief Baron Palles on appeal. The Chairman awarded £300 for a holding of 14A. and 13P.

10465. The O'CONOR DON.—Is this a case of eviction?—The tenant was turned out and this is a land claim. The 11A. 3R. and 30P. were valued at £7 15s. in the Ordnance valuation. The difference between 11A. 3R. and 30P., you may say 12A., is owing to the change in a field the tenant had got since the tene-ment valuation was made, but it would be rated at about the same rate—that would be about £9 for the fourteen acres and the buildings £1. The buildings were in a very poor and dilapidated state, and the farm was not in a very good condition. The Chairman in Coleraine awarded £300 and on appeal the Chief Baron reduced it by £40 for dilapidation, and allowed £40 in addition, so that he left it the same as before—£300, for the fourteen acres at about £9 value, so you can imagine the land was not very good while the buildings were only propped up and valued at £1. This same individual, the landlord of this small lot, tried to limit the price of tenant-right to ten years' purchase. This was the first case we ever had, he had settled with a widow woman and said he would give her twelve years but that he would only give the rest ten. It was before that the previous farm had been sold, and when selling that previous farm he refused the best tenant on the property as purchaser, he would not allow him to have it.

10466. Mr. SHAW.—Was it about the price they differed?—No.

10467. He refused through some personal motive?—Yes.

10468. Did he succeed in limiting the tenant-right?—No, this case I refer to was decided by the Chairman, and that ruled it.

10469. The O'CONOR DON.—What was done with that holding?—It was divided into two, and there was a gentleman living beside it and he got part of it where it adjoins his garden.

10470. Did he pay the fine that was put on?—I believe so, and also a share of the expenses. There is another tenant living beside it who has a public house, and he had married a wife who had a small farm under the Mercers Company, which he sold, and agreed to take the other part. The two just took it at the price awarded by the court, and I believe paid £50 or £51 for expenses into the bargain.

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10471. Are there any other cases that you wish to refer to?—There are several cases of arbitrary eviction.

10472. Mention some of them?—There was a case of Rankin against Connell, a widow.

10473. Mr. SHAW.—On the Marquess of Waterford's property?—Yes, near Garvagh.

10474. When was that?—About two or three years ago.

10475. It was not a case for non-payment of rent?—No. There was a small portion of bog in the centre of the farm included in the Landed Estates Court rental or by the seller which made the woman's farm twenty-seven acres. This small portion of bog was in the centre, it had been over-cut bog. They sent some person to draw off this, and the tenant refused to allow it, and complained to the landlord, and the landlord said to summon him and she did so; the case was before the Petty Sessions three days in succession waiting to get the landlord to give evidence upon the case, inasmuch as the party who had been drawing bog off said he was authorized by the landlord. The case was decided against the man who was drawing the bog, and the landlord was asked whether in setting the farm he had excluded this piece of bog out of the bulk, and he said no, and he was asked was it excluded by the Landed Estates Court, and his answer was the same, that it was not, and the man was fined in a nominal sum, and the landlord was told that if he wished to appeal the fine would be raised to £1. He requested that that should be done, but instead of appealing to the next quarter sessions, when I began to inquire about it, I found they were going to take another way; having served a notice to quit, they brought an ejectment, and the Chairman decided when the land claim came before him that the tenant should sell, and as I understand she tried to sell, but no one came to bid as they don't like to interfere in a case like that. The son was entitled to part of the father's effects and he bid himself, and they went before the Chairman again, but the Chairman would not recognise the son as a buyer, and it was finally settled by an award from the Chairman, I think he gave £320 or £300.

10476. Which the landlord paid?—Which the landlord paid.

10477. And tenant-right exists on that property?—Yes.

10478. It is very unusual for an ejectment to be brought in such cases as are called capricious evictions?—Sometimes it is done.

10480. Do you know of any?—The agent for a small estate, himself the purchaser of a lot beside me, was in the Land Court in Magherafelt, where he had taken a tenant of his own—the first case tried there. There had been some settlement made, whereby a tenant under Mr. Orr was awarded £50, and the landlord, as I understand, should have paid it, and there was some demurring about the payment of this, and when Gilmore's case against Kennedy was settled by referring it to Mr. Nolan, the Chairman said, in regard to the payment of this £50, issue a writ, I am not sure whether he said if it is not paid within three days, and walked out. The agent sat awhile, and, as he got up, said, I will tell you what I'll do; I'll give him notice to quit, and put him out. I'll learn tenants to go to law with their landlords.

10481. Did he?—I could not tell, I never heard the result.

10482. But, in a case like that, the Chairman always allows the tenant to sell?—Yes.

10483. But if he cannot get a purchaser?—I cannot tell then, but in the case of Connell v. Rankin he made an award, and I heard the attorney in another case at Coleraine make the remark, when the Chairman had ordered them to go and sell, that the value of the tenant-right under the new landlord was so depreciated that it was tantamount to robbing us, as no one would buy at anything near the same price as when it was under the Marquess of Waterford.

10484. You think rent raising will destroy tenant-right if it goes on?—There is no mistake about that.

10485. Have you any other case you wish to refer to?—I should like to mention what took place at the sale of the Marquess of Waterford's property in Dublin. At the sale of the property in December, 1871, there was an arbitrary and unequal price set on each lot; the seller's solicitor had a number of individuals in Court, each having charge of as many lots as would make a little estate, and he bid them up to the set price; when what one was in charge of was sold another took his place, and so on until the whole property was sold. Some of the tenants after the sale had an offer from some of the parties who had been bidders, or some parties for them, on the same day as the sale.

10486. They were not real sales then?—Well, they had these parties to bid them up.

10487. Did the Judge know that?—I am not aware.

10488. CHAIRMAN.—They were willing to give what the tenants were giving?—They offered it to the tenants after the sale was over, to sell it to the tenants at the price it was knocked down at. The cost of a conveyance from the Landed Estates Court is enormous. In the case of two acres of bog the price was £35, and the cost of the conveyance £14.

10489. Mr. SHAW.—On a price of £35?—Yes.

10490. You complain of that as being a stopper on the sale of small properties?—Very great. In a small holding on the lot beside me the purchase-money was under £70, and I saw the attorney's bill a day or two ago for £19 11s., besides 5s. 11d. to the Ordnance Department, and I consider the Ordnance Department in defining the boundaries, in addition to being very expensive, is incorrect. I myself had to go into Court to have a boundary righted at a cost of £19, or twenty times the value of the spot in question. After getting the taxed costs from the other side it was nineteen or twenty times what the spot was worth.

10491. The boundaries, you say, are not correctly defined by the Ordnance Map?—No; they were not correctly defined by the Ordnance surveyor. I myself this year had some land in crop for the first time. When my twenty-one years lease was about half run I commenced to reclaim it, but gave it up, and had I done so then it would have likely added £2 or £3 to my new rent since 1864, and cost me about or near £100 more when buying. I think I would suggest in reference to section 48 of the Land Act that where three-fourths or four-fifths of the value of the tenants agree to buy, and a buyer could be got for the other one-fifth, instead of lending half of the money to the buyer it would be more desirable to lend the whole of the money to the tenant, and charge him a higher rate of interest. I understand it is three and a half per cent. for loans under the Board, and one and a half goes to make a sinking fund, but if you charged a higher rate of interest, and let it be a permanent loan at, say, four per cent. interest.

10492. Not including the capital?—No; not including the capital. According to the Act, if it was carried out, it would introduce a worse class of landlords than any at present in the country—that is, the people buying these small holdings with the aid of loans from the Board.

10493. Is that done on Lord Waterford's property?—No. The solicitor to the Board told me that owing to its being for sale under an absolute order of the Court the Board could not make a loan upon that section of the Act, and could not treat with the purchaser.

10494. The O'CONOR DON.—Don't you think that a purchaser under such circumstances might be obliged to give perpetuity of tenure to the tenants, as he was being assisted by the State to become the owner?—I don't know.

10495. You are referring to cases in which the Government under the Act are enabled to make advances to purchase the residue of property on which there are tenants?—Yes.

10496. Wouldn't it be fair to accompany that loan with a condition that the tenants were to receive perpetuity

of tenure at existing rents?—If the rents were fair, but I think the other would be a more direct way, something like the Church Temporalities Commissioners. In small holdings where the price is under £200 they don't allow it to be repaid by an annual sinking fund extending over thirty-five years, but make a loan, and they don't say whether it is permanent or not, at four per cent.

10496A. Mr. SHAW.—You would have a whole lot of

small owners owing money to the State?—I look upon the Board of Works and the State as one; in either case, provided the price was fair, both would be safe.

10497. CHAIRMAN.—Are you connected with the Garvagh Tenants' Defence Association?—I suppose I am.

10497A. You don't appear for them as representing them?—I do.

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Mr. H. R.
Morrison and
Dr. Madill.

Mr. JOHN RANKIN, Curragh, examined.

Mr. John
Rankin.

10498. CHAIRMAN.—You are a tenant farmer?—Yes.

10499. How many acres do you hold?—About 126.

10500. Who is your landlord?—It is on the Richardson estate.

10501. Are you a member of the Aghadoey Tenants' Defence Association?—Yes.

10502. You have heard some cases mentioned by Mr. Morrison of hard cases on tenants. Can you give us any cases that are samples of what happens in your district?—There is one case I would refer to—the case of a small farm of forty acres. The tenant in possession wished to sell, and asked permission from the landlord. The landlord granted the permission to sell by private contract.

10503. What is the tenant's name?—Samuel Lamont.

10504. What is the name of the landlord?—William John Derby, Esq. He sold to a party, his name is Archibald, for £310. That is for his tenant-right of the farm, and when the purchasing tenant came before the landlord for acceptance he told him the farm would be subject to £5 rise of rent yearly.

10505. Was it the custom on that estate to generally raise the rent on a change of tenancy?—Yes; to raise the rent on a change of tenancy.

10506. Didn't the purchaser know that was the custom of the estate?—No; he did not. It was when he came before the landlord for acceptance that he was noticed the rent was to be raised £5.

10507. And was that the first he had heard of it?—Yes.

10508. Was not the tenant who sold to him bound to tell him what the rule of the estate was?—This was a townland bought on the estate of John Cromie, Esq., by this gentleman, some 100 or 150 acres perhaps, just a small townland and he had not raised the rent. This was the first case of sale that had come up after he had become landlord so he noticed the buying tenant that the rent would be raised £5 yearly, and the buying tenant refused to pay the £310 that he had proposed paying to the outgoing tenant and they agreed again, and the outgoing tenant dropped £25, and the tenant submitted to pay the £5 of raised rent with the reduction of £25 from the tenant-right, the incoming tenant then went on making improvements on the farm, and expended to the amount of £106 7s. on the farm, but the last two or three years his crops were so inferior that he found he was not able to pay the rent and take his support from the farm. He asked the landlord again for permission to sell, the landlord granted him the permission to sell by private contract as he had bought. He would not allow a public sale, but the tenant to advertise the sale of the farm by private contract, that was in 1879; but he could not get an offer, no one would buy, and now he advertises in 1880 and offered the farm for sale again, but no one will buy. The tenant is there and he cannot get any one to offer him for the farm.

10509. That was caused by the fear of a second rise of rent?—The present rent and the fear of more rise. I could produce receipts to show that from 1860, the rent was £22 yearly; that in 1862, it was raised to £32; in 1870, it was raised to £35; and in 1874 or 1875, it was raised to £40. That is four rises from 1861.

10510. The O'CONOR DON.—Were these all on occasions of changed tenancy?—No; not all. I think there was a rise at the time this landlord, Derby bought. I think it was at that time that it was raised from £32 to £35.

10511. Do you know of any other case of the same sort that you wish to represent?—There is one other case on the Edward Bennett, Esq., estate, a small farm of about eight statute acres, at the yearly rent of £10 10s. It was bought by a neighbour, and when he came before the agent for acceptance he let him know it was subject to £2 rise of rent, that is about three years ago.

10512. Mr. SHAW.—On that estate was it the usual custom to raise the rent?—Yes. There were ten other cases similar that I could quote on the Bennett estate.

10513. You complain that the general system of raising the rent on a change of tenancy deteriorates from the value of the tenant-right?—Yes. We complain of that very much, that these periodical rises of rent tend to take from the tenant-right.

10514. Were each of these four rises that you mention on a change of tenancy?—No.

10515. Then these were rises of rent at the option of the landlord?—At the option of the landlord, the Government valuation of that first place is £26 10s. not including buildings, and £1 5s. for buildings amounting to £27 15s.

10516. That is the holding where the rent was raised to £40?—Yes.

10517. The O'CONOR DON.—Suppose the rent were reduced for that holding to £35, do you think the man could get a purchaser for £300?—I dare say he would not.

10518. Although he cannot get any one at all at £40?—He cannot get any one at all at £40. He is obliged to remain there, he wants to get rid of it but cannot.

10519. CHAIRMAN.—Will he have any chance after this year being a better year for farmers?—I don't suppose he will, owing to the import of home farm produce, foreign produce, and the prices being low.

10520. Have the tenants been making improvements of late on their holdings?—Yes.

10521. They continue to make them?—Well in some cases they do.

10522. Do you think this system of raising the rent deters them?—Yes; when a lease comes near being exhausted, the tenant feels that the landlord has it in his power to rise the rent, and of course that interferes with the progress of improvements.

10523. According to you it is not only at the conclusion of a lease, but at any time with tenants from year to year?—In that case it was.

10524. Are there many leases on these properties?—Not many.

10525. Were there formerly leases?—Not generally.

10526. There were some?—Perhaps fifty years back, but not lately. There were few leases since 1870. The tenants generally object to take leases on the terms the landlords proposed to them since the year 1870.

10527. They don't like these leases?—They don't care for them in the form in which they are now offered.

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Mr. John Rankin.

10528. Do they wish to insert clauses that would deteriorate tenant-right at the expiration of the lease?—As far as fair rents are concerned the tenants would wish that the Government would provide a way for putting fair rents on, so that the tenants would be able to live and allow the landlords equally fair play.

10529. Fair play on both sides?—Yes.

10530. You think that that should be done by some means or other under a new Act of Parliament?—Yes; I would suggest arbitration—the tenant and the landlord each having a man.

10531. And if they could not agree the Government should arrange for an umpire?—Yes. I would leave it in the hands of the Government to appoint a sworn umpire in case the tenant's and the landlord's man could not agree.

10532. Or by some independent Board perhaps that might have been originally appointed by the Government, but independent of the Government, and independent of the landlord and tenant?—Certainly.

10533. You think that would be satisfactory to the tenant generally?—I think it would.

Mr. John Simpson.

Mr. JOHN SIMPSON, Aghadoey, examined.

10534. CHAIRMAN.—You are a tenant-farmer?—Yes, sir.

10535. How many acres do you hold?—About sixty-five.

10536. Under what landlord?—The Ironmongers' Company. The principal thing I wish to bring before you is, that in case of a change of tenancy there is no allowance for public sale. They have made a rule, but it is within twenty years that it has been established, that ten years' rent is to be allowed. I think that is unfair in some cases, because if one man improves his farm and does the best he can with it, and has it in proper order, and wishes to emigrate or go into business, there is no choice for him to take, according to the office rules, ten years' rent, while in the case of his neighbour who has left the farm in a dilapidated state and run to weeds the amount is the same.

10537. This limit of the amount puts a bad tenant in as good a position as a good one?—Yes, as far as the sale goes.

10538. Is there any other rule there you think against the tenant?—We should wish free sale and fair play between landlord and tenant.

10539. Do you approve of the suggestion made by the last witness as to arbitration?—Certainly; we have a valuation every twenty-one years which you have heard before.

10540. You think a valuation every twenty-one years is better than upon a change of tenancy?—Yes. There was one case upon that estate in my immediate neighbourhood, the sale of the farm of the late Rev. Dr. Browne, consisting of 110 acres. He died without any heirs, and his friends were about to sell the place, and they advertised it for sale, and the agent and his assistant came and posted up notices that they would allow no free sale. The friends thought they had a right to free sale as it was a lease, and the auctioneer in face of the notice declared his terms of sale, and put up the farm for auction, and it was bid up to £1,600. Then another party who had been acquainted with officialism, through a little favouritism, got into possession, but the legatees of the late Dr. Browne would not allow him to get it until he paid the sum which was offered, which he agreed to do.

Mr. Grocer Caldwell, Mr. Walter Osborne, Mr. Robert Adams, Mr. Patrick Cole, and Mr. Richard Coyle.

Mr. GROCER CALDWELL, Whitehall, Eglinton, examined (with Messrs. WALTER OSBORNE, ROBERT ADAMS, PATRICK COLE, and RICHARD COYLE, Deputation from the Eglinton Tenants' Defence Association, present).

10541. CHAIRMAN.—You are a tenant-farmer?—Yes, sir.

10542. You hold twenty acres?—Yes.

10543. Who is your landlord?—The Grocers Company was lately our landlord, but they sold a few years ago, and it is now Mr. Davidson's. We were greatly pleased and delighted at the time of the passing of the Land Act, 1870, and, in fact, we thought we had got something worth while, and the spirit of the people ran up and industry advanced and progressed; but at the expiration of about four years, when the working of the Land Act was seen in the Land Courts, people began to lose hearts, they seen it was less than they thought, and they were greatly disappointed, and for the last four or five years, in my circle of acquaintance, there has been little or no industry by reclamation or anything, but merely making dung and raising crops. The energies of the people are crippled, and there they are.

10544. You mention a proceeding in Court as to one case?—Yes.

10545. The result of a claim for compensation?—Yes. The landlords seem to have the same power of raising the rent since the Bill as they had before, and, in some cases, we considered they were worse than when there was no Bill. In my part it was considered that owing to the Land Bill the Company would sell, and that we would be worse off than if we had no Bill. The result is, that if there is no lease on the holding, the new landlord puts on a new rent, and introduces customs never known on the estate before.

10546. You were under the impression that the Land Act made all the existing customs legal?—We were at that time.

10547. That is true to the extent of its being made legal, but your complaint is that the remedy is not

sufficient?—My complaint is that these customs are in the power of the landlord as before the bill passed.

10548. That it is in his power to raise the rent the same?—And he has power to evict. I don't see where in we gain any advantage where we had all the advantages we have. The man who is industrious and pays his rent believes he is secure so long as he lives peaceably and modestly.

10549. Before the Act you had no claim for improvements?—That is so, and there were a great many cases of hardship.

10550. And you had no security for the value of tenant-right?—No, but it was the custom and it sold freely for the last thirty years. It was better under the Company without the bill than with the bill.

10551. Still the Act gave you power to go for the tenant-right, and if not for that for the improvements. Your complaints are that the decisions have not given a fair return for your tenant-right?—If I would be permitted to say my mind on the point it is, that the decisions were all adverse to the tenant, and we consider that if it was a Conservative judge he was more favourable to the landocracy, and if it was a Liberal judge he would be more favourable to the people.

10552. You are not satisfied with the court to which you are forced to go?—We are not.

10553. Would you be more satisfied with some independent arbitration to settle questions between landlord and tenant?—That is just the great matter we look to. Neither the landlord nor the tenant is a proper judge to put on the rent, for of course selfishness steps in in both cases, and to do justice we should have disinterested parties to enter into the conflict between the two contending parties.

10554. Have you any reason to complain of any

alteration in the rules that existed before the Land Act, any additional restrictions on tenant-right?—There have been alterations in some cases. In the case of coming to an action where a little farm is for sale £5 or £10 of a rise is an obstruction which was not there before. That we consider an obstruction. Baron Martin bought three townlands here outside of Derry, and he made considerable improvements, and added the improvements to the tenants' rent, by way of 5 per cent. This is in my neighbourhood some twenty-one years ago. When the farm was offered for sale—I think Mr. King is the agent—a neighbour of mine went and bought it for £600 or £700. He committed the bargain to writing, and he got a proviso in the bargain that if a rise of rent was put on sharp, he was not bound by his bargain. When they applied to King he sought to raise the rent £17, and the gentleman who bought said he would not take it, and King said he would make him take it, and he replied that he was out of his power, and the result was that he told Mr. King he had a proviso, that if the rise was too sharp he would not take the farm. He inquired if the man who was getting the tenant-right would deduct £200 off it, but the man would have nothing to say to it, and I understand that that farm was sold at considerable loss to the tenant.

10555. That took place before the Land Act?—No, since the Land Act. That gentleman bought a farm immediately afterwards in my neighbourhood.

10556. The O'CONOR DON.—Was it the custom on that estate to raise the rent on a change of tenancy?—I could not answer that directly, for in my time it belonged to the Ponsonby family, and they had a long lease; it was sold and resold to Mr. Alexander in 1847. It was formerly the Goldsmiths estate, and it was sold in townlands to suit purchasers, and the Baron bought three of them.

10557. What was the previous rent?—I cannot say.

10558. Mr. SHAW.—But the £17 rise was considered excessive?—It was and my neighbour who bought it was so particular that he arranged that if there was a sharp rise he would not take it.

10559. The O'CONOR DON.—It was clear he expected it would be raised?—He did.

Mr. RICHARD COYLE examined.

10569. The O'CONOR DON.—You are a tenant at Carnmoney, Eglinton?—Yes.

10570. You hold under the Marquess of Londonderry?—Yes.

10571. Your chief complaint is that whilst all the improvements are made by the tenants the landlords raise the rent and diminish the value of the tenant-right?—Yes, with reference to that particular estate.

10572. Can you give any particular instance of that?—It has been the custom over the whole estate. There is a witness, who came with me, who will give you a very particular instance in his own case, and I would, therefore, rather deal with the general matters.

10573. Were you interested in the case you refer to in your letter?—In common with others I was.

10574. Was your own rent raised?—It was.

10575. When?—About twelve years ago.

10576. On the expiration of a lease?—Yes.

10577. How long had the lease been in duration before?—It was for a life, but I am not certain for how long.

10578. It was a very long lease?—It was a long one.

10579. Thirty or forty years?—I suppose about that.

10580. At the expiration of that lease what was the increased rent placed upon it?—It was calculated to be about forty per cent. on the old rent.

10581. Mr. SHAW.—Was there a valuation made

10560. Mr. SHAW.—And he would not object to a moderate rise?—No; where it is not rack-rented. There are some landlords by whom the farms are rack-rented.

10561. The O'CONOR DON.—Is it now let?—It is divided amongst parties, but how I cannot say. I am intimate with the man who offered to buy it since I was a boy, and we are both now advanced in years.

10562. Mr. SHAW.—The raising of the rent is the great difficulty?—It is the great difficulty.

10563. If you could settle that you would be satisfied?—Yes. I speak for my circle of acquaintances all through Derry and Limavady generally, and if the question of rent could be readjusted on some fair terms, the people are a healthy and industrious people.

10564. Fair to both parties?—I shall say that much for my countrymen, that they don't want to infringe or to rob or do anything, even to landlords, with regard to having the rent too low, but just what is fair and moderate.

10565. With a fair allowance to the tenant for his improvements?—Yes, and when he has to go dig or quarry out old blocks or to make drains, that he may not have the impression on his mind that it will be swallowed up in a year or two, and that surveyors will be coming from Derry saying they must take the place as they find it, but they did not see me with my coat off.

10566. CHAIRMAN.—Do you bury the stones under the ground?—We put them in drains. They are better than tiles; there could not be better drains.

10567. Mr. SHAW.—All that land wants draining?—Yes; but the people have been so energetic that in my portion of the country they are greatly through it for the last twenty years. I know farms that are doubled and trebled with hundreds of acres reclaimed since I remember, and I am astonished to read in the papers of a little patch here and there being reclaimed, and that the tenants do nothing. I could take any man over hundreds of acres of reclaimed farms.

10568. Parts of farms that the tenant has been making into his land?—Yes. He has concentrated his energies, and I know men who are studying when they will get at this place or that place with their improvements.

in any way?—Yes. The agent of the estate made a valuation himself. I mean the head agent, for the Marquess of Londonderry has very extensive estates in the county Down, and he has one head agent over all, and he is the gentleman who made the valuation.

10582. The O'CONOR DON.—Are the rents now above the fair value?—Everyone says so.

10583. Are they higher than on the surrounding estates?—Higher than some; but on some they are not so high. I would mention one in particular that is rack-rented; that is Major Scott's estate.

10584. Mr. SHAW.—You consider that rack-rented?—I could give you an instance compared with the Government valuation, and you can draw your own conclusions: one tenant's valuation is £18, and the rent £26.

10585. What is his name?—David Caldwell.

10586. Is it near a town?—Not at all.

10587. It is not a town farm?—It is about five miles from Derry. Another case is Edward Farren: valuation £7, rent £12. I consider that rack-rent, where there is nothing exceptional in connexion with the holding to make it more valuable. I believe the landlord of that estate boasts that the rent was not revised for fifty years, and it is generally believed it is not necessary so far as his estate is concerned.

10587A. Mr. SHAW.—Were these rents as high fifty years ago as they are now?—Just so. These rents were put on at a time when the price of every com-

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modity was very high. At the time of the French wars.

10588. Did these rents last through the famine?—A temporary abatement was made at that time, but they have lasted ever since. On some estates in the neighbourhood some of them have been reduced.

10588A. On a change of tenancy does he increase the rent even on these rents?—He does. A farm was sold by order of the Chancery Court, there was an attempt to sell it by auction in this city. The tenement valuation was £47, the rent had been £60, and he put on £10 additional.

10589. The O'CONOR DON.—What did it sell for?—The consequence was it did not sell at all.

10589A. Mr. SHAW.—The rent had eaten away all the interest?—Yes.

10590. Do the tenants make all the improvements?—Yes; all the improvements on the estate.

10591. The O'CONOR DON.—Have there been many sales of the tenant-right interest on that estate?—There are not many, it is a small estate.

10592. There have been some?—Yes.

10593. At what rate did they sell?—I could give you the case of a very small farm of four and a half acres with a rent of £7, and the amount paid was £135, but the tenant was compelled to sign an agreement before he would get possession of the farm to admit of an additional rent at any time the landlord liked to impose it.

10594. On what estate was that?—Major Scott's.

10595. It sold for £135 with these rents on?—Yes; the tenant remonstrated for a considerable time but ultimately he took it.

10596. There was no increase put on at the time?—No.

10597. With regard to the Marquess of Londonderry's estate, at what rate does tenant-right sell on it?—I think about twenty-five years purchase might be called an average price, but I am not exactly certain about it.

10598. There is no limit on that estate?—None whatever.

10599. Have there been many sales of tenant-right interest?—Several, and free sale is generally admitted on the estate although I could mention an instance where it was not. The tenants feel aggrieved at the excessive rents they are called upon to pay on account of their own improvements which they themselves have made. They have invested all their money, and if there is a revaluation the rent absorbs all the interest they have in the land.

10600. Mr. SHAW.—That is the great difficulty with the tenants?—Yes.

10601. The arbitrary increase of rent?—Yes.

10602. And if that could be settled in some fair way you would be satisfied?—Yes.

10603. The O'CONOR DON.—How long ago was the rent raised on the Londonderry estate—was it before the Land Act?—Yes; on part of it.

MR. ROBERT ADAMS EXAMINED.

10603A. The O'CONOR DON.—You are a tenant on the Londonderry estate?—Yes.

10604. How much land do you hold?—Sixty-two acres statute measure.

10605. Do you hold as tenant from year to year or under lease?—From year to year.

10606. State what you have to complain of in the treatment you receive?—After the lease expired in 1873 the rent was raised. The rent was originally £38 7s. 5d., and the tenement valuation £40 10s., houses and all included. The agent then came round and put on a valuation, and the rent was raised from £38 to £59.

10607. That is in 1873?—Yes. I pointed out to the agent the improvements I had made, and the land I had reclaimed at a cost of £40 an acre perhaps, and he said he was just instructed to take it as it stood.

10608. Without any regard to the improvements?—I refused to pay that rent, and offered to leave it to arbitration or any one to fix what would be a fair rent, but he would not listen to that at all. My father was a very old man, and we ultimately had to pay the rent he demanded.

10609. Did you go into court?—Yes.

10610. And did the barrister inquire into it?—Yes; and then we could do nothing but accept whatever he would give, and my father being an old man, and my family small and helpless, I did not like to turn out.

10611. Mr. SHAW.—You submitted?—Yes; and this gentleman in Derry came into court and swore I was no worse off than the rest of the tenants, and this prejudiced matters.

10612. The O'CONOR DON.—And the barrister after hearing the case decided that the rent was a fair one?—We just submitted to the rent rather than take what he might be disposed to give us.

10613. CHAIRMAN.—That was before you went into court?—When we went into court a second time. The barrister had left it off thinking we might come to some amicable arrangement. The rent was far too high. I tried all I could to get it reduced.

10614. You could not manage to get any reduction or settlement?—No.

10615. Mr. SHAW.—Then you let the matter drop?—Yes.

10616. You are paying on your own improvements?—Yes.

10617. And you think the rent is not only on your own improvements, but too high for the land?—Yes.

10618. Would you be able to sell your interest?—Not for half what it was formerly worth.

10619. You built a house, reclaimed land, and made fences, and got no help from the landlord at all, and yet he put on the increase?—Yes.

10620. CHAIRMAN.—Are the improvements all done by the tenant?—Always.

10620A. Is there any assistance given by the landlord?—I never knew an instance on our estate at all. I heard he assisted two tenants to put up a marsh ditch—only a matter of about 100 perches—it is not worth mentioning. The agent who was there before told us always to go on with our improvements; they were all our own, and not to fear. Every shilling we could scrape up we were sinking into the land in every way.

10621. The O'CONOR DON.—Do you know the case mentioned in Mr. Coyle's letter, where a tenant sold a farm to another tenant for £322?—I know a little of it, but I am not aware of the particulars.

10622. The agent would not permit the farm to be sold?—It was sold by public auction, and he refused to give it to the purchaser; he wished to give it to a neighbouring farmer; and he would not give it to the other.

10623. What was the result?—The farm had to be sold for less to the adjoining tenant.

10624. Is it a rule on the estate that the farms should be sold to the tenants on adjoining estates?—No; there was never any limit. We were always allowed to sell to the best bidder until of late.

10625. Is that since the passing of the Land Act?—Yes; they trying to restrict us in certain ways they never tried before, besides imposing high rent.

10626. Mr. KAVANAGH.—What did the tenant lose by that limit?—About £72.

10627. CHAIRMAN.—When was the sale?—It was within the last twelve months—the last sale.

10628. The sale was affected to some extent by the bad times as well as the other matter?—It did not appear to me to be so, for that tenant had offered this sum three or four years ago, at the time the other

tenant had offered for it, and it was kept in reserve—either sell it to this tenant or don't sell it at all.

10629. The O'CONOR DON.—How many years' purchase was that?—I could not say how many.

10630. Do you know any case similar to your own?—No, but I heard them all complain of extra high rents and they are unable to pay them.

10631. Do you know Major Scott's property?—I do.

10632. Are the rents high on that estate?—I think they are. Some of them are as high as my own, taking the tenement valuation as a guide.

10633. CHAIRMAN.—You say that not only are the rents high, but that if you make improvements you fear the rent will be again raised?—That is it. I had three acres of waste land on my farm, cut-out bog, I had it for 2s. 6d. a year. I spent £45 in reclaiming it and the fourth year after the agent came round and put 22s. 6d. a year on it.

10634. Mr. SHAW.—You had made it land?—Yes,

and the fourth year he came round and imposed that rent, and I was obliged to pay it.

10635. CHAIRMAN.—You drained with stone drains?—Yes, and fenced it and had it cut away. In fact it was fit for nothing but lads bathing in the summer before that.

10636. Mr. SHAW.—If the rents could be settled in some way you would be all satisfied?—Yes.

10637. That is the sore point?—Yes. That is what has eaten away our tenant-right and frightened us all. We don't want any extra privilege of law, but we want it to be settled so that the landlord cannot come and charge us perhaps 100 per cent. on our own outlay.

10638. You will give him what is fair?—Yes.

10639. CHAIRMAN.—You want fair terms and to be sure that they will continue?—Yes.

10640. Is that the view of the tenants you know, and the gentlemen who are represented here?—I think we are all of the same mind.

Sept. 28, 1880.

Mr. Grocer
Caldwell,
Mr. Walter
Osborne,
Mr. Robert
Adams,
Mr. Patrick
Cole, and
Mr. Richard
Coyle.

Mr. WALTER OSBORNE examined.

10641. I want to prove to you that the tenant-right in Derry and Donegal is equal to the fee-simple of the land, and in some cases it is more; then with regard to

leasehold tenant-right I could mention cases to show what it is.

Mr. RICHARD COYLE recalled.

10642. There is a farm under Captain Young which was valued in 1859, and in 1874 the landlord again intimated his intention of having the land valued. The tenants remonstrated as such a short time had elapsed since the last valuation. The landlord said that times afforded it and it was his intention to have the lands revalued and intimated his intention of employing Mr. Nolan as valuator. After being pressed the tenant accepted Mr. Nolan as valuator, and the valuation was made. A short time afterwards an altercation occurred between the landlord and one of his tenants, when the landlord let it slip out that he

had put an additional rent of some shillings per acre on Mr. Nolan's valuation. "My God!" said the tenant, "did you dare after what passed between us to add to Nolan's valuation?" He admitted he had done so, and the tenants are ignorant to this day of what Nolan's valuation is.

10643. The O'CONOR DON.—What is the name of the tenant?—William James Cuthbert is the name of the tenant, and the landlord is Captain Young.

10644. When did this occur?—1874 was the last valuation.

Mr. PATRICK COLE examined.

10644A. CHAIRMAN.—Who is your landlord?—My father holds under four different landlords.

10645. You are the son of a tenant-farmer?—Yes.

10646. What is your complaint?—My grievance is that my father has invested upwards of £2,000, on the faith of the Ulster custom, on a leasehold property, and that as the law stands at present he has no security.

10647. Mr. SHAW.—He has no security in the land?—No.

10648. How did he invest the money?—He purchased the tenant-right.

10649. Did he then improve it?—He then improved it.

10650. And built upon it?—Yes.

10651. And drained it?—Yes.

10652. And reclaimed it?—Yes, to a certain extent; what reclamation there was to do.

10653. How long has the lease to run?—In one case the lease will expire in two years, and in the other cases the lease has six years to run.

10654. He is afraid of an increase of rent being put on at the expiration of the lease?—Yes, and his right to sell the tenant-right has been disputed on one property under Major Scott.

10655. After the lease?—And during the lease. He wished to dispose of this farm under Major Scott, and a solvent, respectable young man who wanted a farm offered £1,200 for it; Major Scott gave permission to sell, but when they went to the office, Major Scott said the purchaser must indorse the lease. They asked the nature of the indorsement, and he referred them to his agent, Mr. King. They went to Limavady, to Mr.

King. When they went in they told him their business. He asked, "What is he to give you for it, Cole?" He told the sum. "He is giving too much," he said, and turned out of the office. He did not tell them the nature of the indorsement, and the result was the purchaser got frightened, and the farm remained on my father's hands. The question of the tenant-right affects us very much.

10656. Mr. KAVANAGH.—Is Major Scott your father's landlord?—He is sir.

10657. Mr. SHAW.—On the other farm have you any doubt about being allowed to sell after the lease is out?—I hope not. Mr. Davidson bought from the Grocers Company, and Mr. Lloyd is agent.

10658. And sale was allowed on the estate?—Yes. As to the query whether arbitration is ever resorted to as a means of determining the rent: in my father's case, as to the farm he holds under Mr. Davidson, the agent, Mr. Lloyd, asked him during some business transaction to take out a new lease. My father wanted to sublet. There is a large house on the farm and he wanted to sublet some grass with it to a gentleman who was taking it, and he would not allow it. He said, "I will grant you a new lease of that land," and my father asked, "Will it be at a new valuation?" and he said, "Certainly." My father said, "Who is to value it?" and he said, "Mr. Nolan." "Which Mr. Nolan?" "The young man." My father would have had no objection to the old man, and he said, "Will you allow me to put a valuator with Mr. Nolan?" and he said, "Certainly not."

10659. He had bought the tenant-right?—Yes.

Sept. 28, 1880.

Mr. Grocer
Caldwell,
Mr. Walter
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Mr. Robert
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Coyle.

10660. And the improvements were made by his predecessor in title?—Yes; in both cases he paid for the improvements.

10661. The O'CONOR DON.—When did he purchase the other farm?—I think in 1856.

10662. Mr. SHAW.—Did Mr. Davidson give you any idea of the rent he intended to put on?—He did not; it fell through. With regard to the rent of our own home farm which we held on lease from Major Scott, the Government valuation is £17, and the rent is £30.

10663. Does the £17 include houses?—It does not.

10664. And the rent is £30?—Yes; and there was an additional £5 put on four years ago. When the old lease expired, and my father (who is in business as well), when building on that property, asked the deceased, Major Scott, for some assistance, and he said, "No, I won't assist you, but I will renew your lease," which my father considered would be at the same rent; but when the lease expired the present Major made an increase of £5.

10665. The buildings were made by you?—Yes; the improvements were all made by the tenant. The half of the county cess the landlord won't pay, and there is no allowance on account of roads or anything like that.

10666. And you do all the improvements yourself?—Yes.

10667. The rent question is the great difficulty?—Yes; and security with a fair rent.

10668. There is nothing like capricious eviction in your neighbourhood?—No, sir; that is not common in our neighbourhood at all.

10669. Then continuous occupancy is generally admitted?—Yes.

10670. The rent is the sore point?—The rent is the sore point. There is a case in that block which Mr. Davidson bought from the Grocers' Company, in which on a change of tenancy, through death, or sale, or anything else, there is always an additional rent put on, which the purchaser is notified; and, of course, that injures the tenant-right value very considerably.

10671. Is there upon the death of a man who has a son or children any increase put on?—I have not known a case like that; it is always on sales. There is one case in the village of Eglinton, where the rent was £50, and it was raised to £80.

10672. Was that a house and farm?—Yes, a house and farm.

Mr. John
McConnell.

Mr. JOHN McCONNELL, Moville, county Donegal, examined.

10673. CHAIRMAN.—You are a tenant farmer?—My mother is a tenant farmer.

10674. Would you mention the case to which you desire to refer?—I furnished a series of cases; cases of rent compared with Government valuation, and estimates of the tenants' improvements. On the Gulladuff property a duty day is demanded of the tenants—a covey, in fact.

10675. What is the duty day?—It is the work of a man and horse and cart for each farm to be given to the landlord free.

10676. Is that in the lease?—No, but the landlord comes forward at any sale of a farm and says that this day is to be given. My principal evidence is with regard to the nibbling away of the tenant-right by increases of rent on the various farms, which destroy tenant-right and prevent improvement on waste lands. There is a great deal of waste land in Inishowen which could be improved with great advantage and on one property the mountain is charged in some of the farms. At Glenagivney Sir Robert Montgomery has given no reduction to the tenants who were charged for the run of the mountains, although he is now letting off parts of the mountain in farms. He charges so much to the tenant for the run or grazing of the mountain, and then he has let the mountain into farms besides.

10677. The O'CONOR DON.—You don't know what he charges to the tenants?—I am not sure.

10678. You don't know what they pay for this run?—I think it is about 2s. an acre. I know of a special case on Major Hazlett's property which formerly belonged to Lord Caledon: the tenant had reclaimed the farm out of a bog which he had got for 30s.

Mr. Bernard
Loughlin.

Mr. BERNARD LOUGHLIN, of Kinnigillen, Cookstown, examined.

10686. CHAIRMAN.—You wish to mention some cases of raising of rent?—Yes. I wish to mention two cases with reference to the difference between the valuation and the rents. There is a case of a man who paid £3 rent before 1870, his lease expired, and now he pays £9.

10687. On whose property is that?—On the property of Lady Castlestewart. Here are the receipts (produces receipts).

10688. What is the number of acres he holds?—I cannot say, but it is mountain land, and the valuation is £3. The other case is the case of four brothers who lived on one farm, and paid upon a joint receipt. Here is a joint receipt for £9 3s. 7d. for all the four on a lease, but at the end of the lease—three or four years ago—one of the brothers pays £9 8s. 8d., the next pays £9 11s., the next £10 8s., and the next £10 8s.

a year rent, and when Major Hazlett got the property, he said if he did not agree to raise the rent to £18 a year he would evict him, and the man had to give in to the increased rent. He had been raised to £3 when only five years in occupation, to £5 in four years after, and to £14 by Major Haslett's father, after nineteen years.

10679. What is the name of the tenant in that case?—Bernard Lafferty. I have also mentioned the case of farmers named Norris, whose rent was once £20, and now it is £60, and the tenant did all the improvements.

10680. He had reclaimed the land and built upon it?—He had not reclaimed it first.

10681. When last was it raised on him?—Within the last twenty years, I think.

10682. It is not since the passing of the Land Act?—I think they wanted to raise it since the passing of the Land Act, and then he refused to pay it.

10683. But this increase was made something about twenty years ago?—I cannot say the exact time. John Wigg, who did all the improvements, had his rent raised from about £16 10s. to £23, and the landlord never did anything.

10684. CHAIRMAN.—He holds under James Steel Nicholson of Bangor, near Belfast; was it Mr. Nicholson who raised the rent?—I am not quite clear.

10685. The O'CONOR DON.—You have only heard of these cases?—The tenants who gave the information to me are ready to swear to its truth. In our own case Sir Robert raised his rents a few years ago. He never did anything, and the rent of our farm was raised from £16 12s. to £24 10s. We did all the improvements, and Sir Robert never spent a shilling.

10689. Mr. SHAW.—In fact the rent is four times as much as it was?—It is a little more than four times.

10690. The O'CONOR DON.—You don't know when the rent was fixed before that?—It was twenty or thirty or forty years before.

10691. Mr. SHAW.—It was a mountain farm and they did everything on it?—Yes.

10692. Building and everything?—Yes.

10693. On whose property was that?—Lord Castlestewart.

10694. Was there a valuation made, or a valuation sent?—There was.

10695. The tenants had no voice in the matter?—They had no valuator.

10696. The O'CONOR DON.—Was it always the

custom to increase the rents on the falling in of a lease?—I don't remember any other lease on that property.

10697. Had that land been greatly improved?—Yes, it had been mountain land, and the four sons lived on it, and built separate houses.

10698. What is the acreage?—They may have forty acres each, but it is mountain land.

10698A. Do they consider the advance excessive?—Yes, they complain very much of the rent, and on this estate of the Earl of Castlestewart, there was a general valuation something about the same time, and there are more than 100 ejectments at present for non-payment of rent, and they are in as caretakers at present.

10699. In what part of Tyrone is that?—It is about the centre of Tyrone.

10700. It is poor land?—Yes, very poor; it is between Cookstown and Strabane.

10701. Were the rents raised very much on the whole estate?—Very much, but not so much as on this. Sept. 28, 1880
Mr. Bernard Loughlin.

10702. CHAIRMAN.—Is there any crop put in on these lands where the tenants are in as caretakers?—Any of them that could give any security for the rent he let them put in crops.

10703. Mr. SHAW.—How much rent do you think they owe?—Some of them two or three years.

10704. That is since the valuation was made?—Yes.

10705. And the existing rent became too much for them to pay?—Yes.

10706. CHAIRMAN.—What is the name of the agent?—Major Burley Stewart.

The Commissioners then adjourned until next morning.

SIXTEENTH DAY.—WEDNESDAY, 29TH SEPTEMBER, 1880.

The Inquiry was resumed this morning.

Present:—The Right Hon. the EARL OF BESSBOROUGH, Chairman; The O'CONOR DON, ARTHUR MACMORROUGH KAVANAGH, Esq., D.L., and WILLIAM SHAW, Esq., M.P.

Mr. GEORGE CATHER, Carrickue (High Sheriff), examined.

10707. CHAIRMAN.—I believe you have some information to lay before the Commission with regard to the estates of the London Companies?—I have. In going over some papers belonging to my late brother, who was a barrister and took part in public matters, I came upon this extract, which is a very interesting one, from a letter of Sir Thomas Phillips to Charles the First, "concerning the Plantations of the London Companies." The first extract is from a letter addressed to Charles the First by Sir Thomas Philips.

10708. What is its date?—About 1635 or 1636. This is the first letter "one year's revenue of that which comes to the Chamber of London will perform it"—that is, building the Church at Derry, without taking anything from the twelve Companies, who receive from their farmers as good as £2,190 per annum. That seems to have been the rental then of the twelve Companies' estates. The second extract is from a return dated in 1727; was presented to the Lord Lieutenant and the Irish Houses of Parliament, for the use of the Government. It contains a list of absentees, and also the following entry—"The London Societies and the Companies in the county of Derry; yearly income, and fines included £8,000."

10709. That was in 1727?—Yes. The first letter was dated in 1635-6, at that time their income was £2,190.

10710. And in the interval between 1635 and 1727, the rental increased from £2,190 to £8,000?—Yes. To carry on the comparison I could give you in a few minutes the rental in 1868.

10711. Please do so?—I have a list here as follows:—

Drapers Company, Rental,	£13,000
Ironmongers " "	7,400
Mercers " "	10,200
Clothworkers " "	6,000

This estate has been since sold to Sir Hervey Bruce.

Salter's Company, Rental,	£15,000
Fishmongers " "	10,000
Grocers " "	6,000

This property has been since sold and part of it purchased by the tenants.

Skinner's Company, Rental,	£12,000
Vintners " "	4,500

This is now called the Bellaghy estate. I should give

you a short sketch of it. The Company sold this estate in 1757 to the Right Hon. W. Conolly for £15,000. He was Speaker of the Irish House of Commons, and he leased away a great part of it in perpetuity, taking fines and reducing rents. His successor, Thomas Conolly, continued to make leases in perpetuity, of such portions as had not previously been demised. The interest of the Conolly family is now vested in Sir Thomas Bateson, the Earl of Strafford, and Lady L. Trench. The estate contains 31,713 statute acres, the valuation was £17,477, the rental about £4,500, a great part of it being let in perpetuity.

10712. The O'CONOR DON.—The rents were fined down?—Yes.

10713. Mr. KAVANAGH.—What do you say the valuation was?—£17,477—that is the tenement valuation.

10714. CHAIRMAN.—Proceed with your list of the rentals of the companies?—The next on the list is the Merchant Tailors Company, £7,000, the Haberdashers—this company sold their estate to Sir T. Beresford—the present owner is the Marquess of Waterford; part of it has been again sold, and purchased by the tenants. The entire estate is valued at £15,506. I do not think I have the rental. The next is the Goldsmiths Company. This company sold their estate in 1731 to the Earl of Shelborne for £14,000. The Ponsonby family were owners of the property for a long time. It was again sold in the Incumbered Estates Court in 1855—some of the purchasers were the tenants. The thirty-two lots into which the estate was divided for the purposes of the sale in 1855 sold for £109,000—the gross rental is £5,055—the net rental £4,752.

10715. Can you give us the total rental of all the companies?—Yes; estimating the rental of the Haberdashers Company at £13,000, and that of the Irish Society at £16,000, I make the total £124,000.

10716. Do you attribute the increase in the rental to the system of tenant-right that was pursued?—Partly to that. That was the system introduced at the time of the plantation, and it seems to have prospered. Of course part of the increase is due to the general improvement of the country.

10717. Was any of it produced by the outlay of the owners of the estates?—They did co-operate in some cases with the tenants.

Mrs. SUSANNA GREGG, Culmore, near Londonderry, examined.

10717A. CHAIRMAN.—Are you the holder of a farm?—I am, since my husband's death, fifteen months ago.

10718. What is the size of your farm?—I have two holdings, one at Culmore under the Irish Society—and the other on Mr. Hart's property. It was with regard to the latter that I intended to make a statement.

10719. What Mr. Hart is that?—Mr. George Hart of Kilderry. About a year ago our lease ex-

pired. It was a twenty-one years lease. The rent had been £37 9s. 6d., and Mr. Hart has raised it to £48 8s.

10720. Was that on the expiration of the lease?—Yes; and my hardship is, that after taking this farm my uncle, to whom it then belonged, and from whom we got it, laid out a great deal of money on it. We purchased it from him a few years afterwards, and six

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Mrs. Susanna
Gregg.

years after the farm had been purchased a new valuation was made, and we are now paying rent on that valuation.

10721. £48 8s. was the new valuation?—Yes.

10722. Was that made when the lease dropped?—Yes. I am compelled to pay that, and my complaint is that that valuation was made on our own money laid out on the farm. The Government valuation is only £30 6s., and I have to pay £48 8s.

10723. Mr. SHAW.—How many acres are there in the farm?—Thirty-eight arable, and ten acres which, when the lease was granted, were considered reclaimable, but which did not prove to be so, for a watercourse flows past the land and overflows it eight months out of the twelve.

10724. You don't reside on that holding?—No. I reside on my other holding—the one at Culmore. There is a good caretaker's house on it, and a cottage for the ploughman, which I built myself. I got a prize from the Royal Agricultural Society for the cottage.

10725. The entire area is forty-eight acres?—Yes; including the wild land, it is forty-eight acres—of that I have made five acres arable, which were not so when we got it, we could not do more, on account of the watercourse.

10726. Was it on reclamation and building you laid out the money?—Yes. This is an account of my expenditure—lifting and removing stones, £50; draining, £50; planting hedges and ditches, £18; sinking a pump, there being previously no water, £17; making a road through the farm, £20; building labourer's cottage, £69; it was for that I got the prize. The watercourse has been turned, and I can now reclaim the land.

10727. Who turned the watercourse?—The tenants—they joined in the expense. The landlord refused to do anything.

10728. How much did it cost?—I could hardly say what the total cost was. Our share was £10.

10729. Was that all the expenditure you had upon the farm?—No; there was levelling and reclaiming £45; that includes the five acres that we were able to reclaim—building out-houses, stone, lime, and slated houses, £99; enclosing two acres of ground and planting an orchard, £37—total £415, expended on the land by ourselves, and in that we were valued.

10730. Mr. SHAW.—You purchased the land?—We purchased the tenant-right.

10731. How much did you pay for it?—£250.

10732. It cost you over £600?—Yes; and our rent is now raised to £48 8s.

10733. Do you consider that an excessive rent?—Yes; the land will not bear it. It is poor land—it lies to the north west, and the under soil is a red tilth which every one knows is very injurious.

10734. The area of the whole is forty-eight acres?—Yes, part of it is not reclaimed.

10735. Is tenant-right recognised on the estate?—It is. I have the landlord's permission to sell.

10736. If you sold it what do you think you would get?—I am told £500 would be the outside at the present rent, I have that from the landlord's agent.

10737. He does not restrict you?—No, the only restriction is that you must have the tenant approved by the landlord.

10738. The landlord does not limit the price?—No. I wish to mention that the landlord has never paid any of the cess upon this holding. The county cess is £6, and the poor rate and income tax £2 5s. more.

Mr. James H.
McIntyre.

Mr. JAMES H. McINTYRE, Gortin, Londonderry, examined.

10739. CHAIRMAN.—Are you a landowner?—No, I am a tenant farmer.

10740. Where is your farm?—I have two different holdings, I hold in the counties of Derry, and Tyrone, 244 acres in Derry where I live, and eighty acres in Tyrone on the Abercorn estate.

10741. Do the points you wish to mention relate to both holdings or to one of them?—Not particularly. I have no special grievance of my own, but I have been chosen by the society to state some facts concerning my neighbours.

10742. By the Tenant Farmers' Association?—Yes.

10743. Of Tyrone or Derry?—Both. The associations extend over the adjoining parts of the two counties.

10744. You are a member of both societies?—Yes, I have been selected by both.

10745. One of your farms is held under the Duke of Abercorn?—Yes.

10746. Who is the landlord of the other?—Colonel Stotherd, R.E.

10747. Mr. Humphreys is the agent of the Duke of Abercorn?—Yes.

10748. Who is the agent of Colonel Stotherd?—Mr. M. McKeen.

10749. What is the case you wish to bring under our notice?—I have no grievance of my own any farther than that I would wish tenant-right to exist at the expiration of my lease, but in no other way have I any grievance. In regard to the price of tenant-right I have bought and sold within the last ten years. I sold two farms under the Duke of Abercorn, and bought the farm where I live ten years ago. I paid £4,500 for the tenant-right.

10750. What is the valuation of that farm?—£180 10s.

10751. Is that the eighty acre farm?—No sir, it was the 244 acre farm.

10752. What is the rent of it?—£210.

10752A. Do you think tenant-right in your district

sold higher or lower, before or after the passing of the Land Act?—About the time of the passing of the Act and for a few years after it, it sold higher, but latterly from the bad seasons or from the American competition, or from both combined, it has been declining. I sold two small farms on the Abercorn estate—one of them contained twenty-six English acres, the rent being £26, and I sold it at £650—the other was twenty-three acres at £22 rent, I sold it at £565.

10753. Was there an alteration of rent at the time of the sale?—No, as far as my experience of the Abercorn estate goes, I never saw anything of the kind, nor any interference with regard to the selection of a tenant—only to be a good and substantial tenant.

10754. What is called a solvent respectable tenant?—Yes.

10755. Mr. KAVANAGH.—How many acres was this farm you paid £4,000 for?—244 acres.

10756. How much of it is arable?—About 200 acres. There is some reclaimable land upon it—I expended £1,000 upon it since I got possession, and I intend to expend another.

10757. It is not often such large farms are going—Not often.

10758. What lease have you?—Sixty-one years from 1859. I think there are thirty-nine years unexpired.

10759. Mr. SHAW.—Will tenant-right be allowed at the end of a lease—is that the practice on the estate?—Well it is a small estate, and I would rather see it legalized.

10760. You would wish to see it legalized as was proposed last session?—Yes, because I did not purchase the lease. I purchased the tenant right. In my opinion the lease merely determines the rent for a number of years, and we consider we have as much right to the land after the lease is expired as we have at the time of the lease—that the lease merely fixes the amount of rent for a number of years.

10761. CHAIRMAN.—You think there is some doubt about that at present, and that it ought to be set right by Parliament?—Yes.

10762. Mr. SHAW.—It cost you about £6,000 altogether, and you don't like to risk that?—Yes.

10763. CHAIRMAN.—What is the next case you wish to mention?—My attention was drawn to this as Poor Law Guardian, it was a case of land held under the Irish Society—within a mile of this city; it had been held by middlemen. The sanitary officer brought a report to the Poor Law Board of Londonderry, showing a disgraceful state of things as far as this holding was concerned.

10764. Where was it?—At Ballinagowan.

10765. Whose property is it?—It forms part of the estate of the Irish Society. By the sanitary officer's report my attention was directed to it; it was brought also under the notice of Parliament, at the time it came into the Society's hands, two years ago. At that time the Society proceeded to raise the rents of the tenants fifteen, twenty, thirty, and, in some cases, as much as fifty per cent. I have seen it often, and passed it many a time; the rent at which they wish to give leases to the tenants now is £2 per acre for poor hilly land, nearly 100 feet above the level of the sea.

10766. Is that an excessive rent over what the middlemen were paying?—Very excessive. [Witness hands the Chairman a photograph]. This is a photograph of the place, showing the condition of the holdings on the estate, and which I beg to hand in for the information of the Commissioners. With the exception of some sanitary changes there has been no improvement yet.

10767. At what time were these photographs taken?—About two years ago—about the time the matter was brought up by the sanitary officer.

10768. Were these buildings, the photograph of which you have handed us, similar to the buildings on the farms on which this heavy rent was put?—Yes; and on which they are now insisting on those tenants taking leases at £2 an acre.

10769. The O'CONNOR DON.—What rent were they paying to the middlemen?—I could not say; but I know they were raised from twenty to fifty per cent. Professor Smyth referred to it in the House of Commons at the time.

10770. The rents of the occupiers were raised?—Yes.

10771. By the Irish Society?—Yes.

10772. CHAIRMAN.—Was the reason of their making no improvements that their leases were running out?—Yes.

10773. Were any of those tenants persons who would be able to improve their holdings if they had felt confidence that there would be no great rise of rent on the dropping of the leases?—Well, they were poor people.

10774. What size were the holdings?—From five to fifteen acres. About a quarter of a mile from that place a property was sold under the Church Commissioners to the tenants; and if you would look on the one picture, and on the other, there would be no need of any argument for a peasant proprietary.

10775. Were the purchasers under the Church Act living in hovels, something of the same description as those that are depicted in this photograph, at and previous to the time they purchased?—They were a little better; but since they became proprietors of their holdings they have built new houses altogether, and one man that was in debt fifteen years ago, and went in debt to pay the Church Commissioners, has built a fine house and offices, and has gone on prosperously since he purchased. He gave his son £1,000 the other day to go to New Zealand.

10776. All arising from the confidence in possessing the fee-simple and not being liable to any increase of rent?—Yes.

10777. Mr. KAVANAGH.—Do you know anything about the Bellaghy estate?—No; it is in a different part of the country.

10778. CHAIRMAN.—Is there any other case that you wish to bring before us?—There is a case upon a

townland adjoining the parish I live in—it is also held under the Irish Society—it came into their possession about two years ago. The rent the tenants were paying to a middleman for the townland was £156 2s. 8d. The new rent demanded by the Society was £239 7s. 10d. I could give you the particulars of two farms as an illustration of what took place upon that townland.

10779. Please do so?—One of the farms contained twenty-seven statute acres; the rent to the middleman was £25 twenty-one years ago. It was then advanced to £32 17s. 4d. His new rent is £38 17s. 6d. The occupier of that farm has expended between £200 and £300 on permanent improvements, and never received one shilling assistance from the landlords.

10780. During the twenty-one years?—During the twenty-one years. I can give another case—the case of one of the most industrious and skilful farmers that I suppose is to be found in Ulster. This man, his name is James Crawford, bought two little holdings in the townland of Rosnagallagh during the bad times for I think £470.

10781. When did he purchase them?—About 1846. Before that time the condition of the country was so bad that there was little or no tenant-right paid for farms. That man, since he bought those farms, has to my own knowledge expended £500 in improvements on the land. One acre adjoining me cost him not less than £50, for it was not alone that he made deep drains ten or twelve feet deep, but the soil is so shallow that he was obliged to draw clay and gravel from other places to fill it up. Every house that was on the land when he got it he pulled down, and rebuilt substantially and well, at a cost of not less than £1,000; so that between the purchase-money, improvements on the lands and buildings, he has expended £2,000 on those farms.

10782. What was the rent?—His rent at the time he purchased was £43 15s.

10783. For how many acres?—Not fifty statute acres. The rent which was £43 15s. when he purchased was raised by a middleman to £63 15s.; and his new rent is £74 1s. 7d.

10784. That was by the Irish Society?—Yes; and in no case did he receive a single sixpence of assistance. The only favour he ever asked from the agent was for some thorn quicks, and they were refused.

10785. Was that by the middleman?—No, but by the agent of the Society.

10786. When was the last increase of rent put on him?—He has not acceded to it yet.

10787. He objects to it?—He does.

10788. Is there a new lease offered to him on condition of his agreeing to the increase?—Yes, but people are not fond of leases now, as the landlords generally put some clauses in them for the purpose of depreciating the tenant-right, or barring it altogether.

10789. CHAIRMAN.—When was the last increase of rent notified to him?—About two years ago.

10790. That was a time when agricultural affairs were in a better state than at present?—Yes.

10791. The new valuation I suppose was made during the good times?—Yes. I might mention that the first surveyor that came over from London to value the estates put a value of £88 on Mr. Crawford's holdings.

10792. Was he a man employed by the society?—Yes. His name I think was Hart.

10793. Did the tenant object to that valuation as being too high?—He did, and they sent another valuator, a Mr. Nolan, to revise it, and he reduced the valuation to £74 odd.

10794. The tenant must have made that a good farm from a middling one?—Indeed he did; it is a model farm, a farm cultivated for profit, not for show. They are not fancy buildings but useful farm steadings, suitable to the land. I can give you another case if you allow me.

10795. Mention any case the facts of which are within your knowledge?—Adjoining the townland

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lastly mentioned is Ballyon. It belonged formerly to what was called the Goldsmiths' Company. It was sold twenty years ago by Mr. Leslie Alexander to Mr. Kennedy, through the Incumbered Estates Court. In one farm upon that townland there are thirty-three statute acres. The rent paid to Mr. Alexander, when he had the estate, was £11 a year. The new purchaser, Mr. Kennedy, as soon as he came into possession advanced the rent to £22, and two years ago he raised it again to £38 9s. and stipulated that the tenant should pay the county cess.

10796. It has been raised from £11 to £38 9s. in twenty-one years?—Yes. Of course there was a great deal of money and labour expended on that farm during that period. The tenant is an industrious hard working man, he reclaimed seven acres of the land and built a good comfortable house and offices at his own expense, never having received anything from the landlord.

10797. The landlord never expended any money on it?—Never. A main drain had to be made—partly through other people's property to get an outlet for the water. The tenants had to do that at their own expense. Now mark the case of this man. Twenty years ago his rent was £11, the rent he is paying now is £38 9s., he also paying the county cess. That man has a neighbour whose rent in Mr. Alexander's time was £12.

10798. For how many acres?—Twenty-six and a half Cunningham acres.

10798. That would be about thirty acres statute?—Yes; his rent in Mr. Alexander's time was £12—his present rent is £39. He also has been reclaiming and improving at his own expense.

10799. The O'CONOR DON.—When was the increase put on him?—Two years ago.

10800. Mr. SHAW.—Was the increase all put on at once or were there two increases?—There were. He was increased in the same way the others were. The rents were all doubled when the new purchaser, Mr. Kennedy, came into possession.

10801. Mr. SHAW.—And you say the tenant you lastly mentioned has also improved the land at his own expense?—He did, he got no help from the landlord. The tenants upon those two farms are both exceedingly hardworking men, and to my own knowledge they have made what was only fit for snipe, good fair land. There is another case which I may mention—a farm of thirteen acres on the same townland—the rent was raised two years ago.

10802. CHAIRMAN.—Is this part of the same estate?—Yes, part of the estate of the Irish Society. The former rent was £15 9s. 6d., it is now £22 6s. 11d.

10803. What is the valuation?—£17 5s., the rent is £5 1s. 11d. above the valuation.

10804. How much did that man pay for going into it?—£450.

10805. Did he spend money on it?—He did.

10806. Mr. SHAW.—Without any assistance?—Not a farthing. There is a matter I wish to mention as regards tenant-right and sales of farms. There is an estate in the neighbourhood belonging to Mr. Moore; he refuses to permit sales to anyone unless to one of his own tenants. Now such a restriction as that is on small estates a great drawback on the right of sale. It is the custom on the Abercorn property to have a similar restriction, but on large estates that is practically no barrier, but on a small estate to restrict sales in that way interferes very much. Outsiders are not allowed to offer, and the tenants on the estate being sure to get it, are not willing to come up to the market price. I know of a case on Mr. Moore's estates where the sale had to be withdrawn in consequence of that restriction.

10807. CHAIRMAN.—We had a witness who said he approved of the restriction, and said it was an advantage—you don't agree with that?—No. I think on a small estate it is injurious—it prevents anything like free competition, and lessens the value of the tenant-right.

10808. Has that been a long established custom on Mr. Moore's property?—Mr. Moore purchased the estate twenty years ago. I think it has been the custom since then.

10809. Then it was the custom on that estate before the passing of the Land Act?—Yes.

10810. Mr. KAVANAGH.—I suppose when Mr. Moore purchased the estate he introduced the custom?—I am informed that it was since 1870 Mr. Moore adopted the custom, and that previous to that year sales were made to outside tenants.

10811. Mr. SHAW.—Without restriction?—Without restriction. I wish to mention a matter now in connexion with a property I am acquainted with in the county Tyrone—about three miles from this. The tenant is Mr. Stevenson—the landlord is Mr. Caldwell, of Castlederg. The tenant purchased a farm of about fifty acres, fifteen years ago, at £650—the tenement valuation of it is about £50, houses and all included. The rent up to four years ago was £57 a year; it is now raised to £70—which is £19 10s. above the Government valuation. A great portion of these fifty acres consisted of marshy land which was reclaimed—the tenant drained, reclaimed, and subsoiled it at his own expense, and built substantial office houses upon it at a cost of some hundreds.

10812. Was it on the falling in of a lease the rise was made?—Yes.

10813. Is that the usual custom?—It is.

10814. Had the landlord contributed anything towards the improvements?—No. I never knew (and I know these portions of Tyrone and Derry well, and am intimately acquainted with the people) I never knew the landlords to give anything towards improvements except what they borrowed from the Board of Works, and which the tenants are repaying both interest and principal by an additional yearly rent.

10815. This practice of raising rents is your great grievance?—Yes.

10816. Some way of settling that would settle the whole question?—Yes.

10817. Can you suggest any way of remedying it?—My opinion would be that in cases where there is no dispute it should be left as it is—I mean that where the landlord and tenant agree as to the amount of rent, they should be left to themselves to arrange it between them. But in cases where they do not agree as to what is a fair rent, I think there ought to be some umpire appointed by Government to decide between their respective valuations. Another great grievance is that when a point comes up about determining the rent the tenant is obliged to give up possession—he is under notice of eviction.

10818. You mean under the Land Act?—Under the Land Act. He is, therefore, at a disadvantage; for he has to quit his farm, which disorganizes his farming operations, puts him in a state of insecurity, and besides the direct loss there is a great deal of indirect loss.

10819. You think that in cases of difference of opinion as to rent there should not be a notice to quit?—Certainly.

10820. There should be no disturbance?—Simply an ordinary notice informing the party that there should be a revision of the rent?—Yes.

10821. That notice would then be followed by an arbitration and settlement of the rent?—Yes.

10822. Do you think a system of that kind would be satisfactory to the tenantry generally?—As far as I know it would.

10823. Do you think if a system of notice and arbitration like what you suggest was established the rents would be raised to any considerable extent?—I do not. In my opinion the present Government valuation would in good times, such as we had eight or nine years ago, be about the fair rent.

10824. You would be satisfied with that?—Yes, but at the present time, owing to the bad seasons we have had and the low prices occasioned by the importations from America, I would consider Griffith's valuation a

high rent. At the same time, the general impression is, that if it could be settled in some way that tenants would be secure in their holdings, I think the country would be satisfied. The tenants want the question to be settled, and to have no more of this uneasiness, discontent, and discord in the country.

10825. You don't want to be at variance with your landlords?—No. Personally I have no variance with either landlords or agents—as a rule, they are just and honourable in every way.

10826. Would you encourage tenants to purchase their holdings?—I would, in cases where the landlords were willing to sell. I disapprove of a landlord being obliged to sell, but if an estate were in the market, or if the landlord were willing to sell, I think preference should be given to the tenants to purchase at a fair price.

10827. Do you think many of them would be able to supply one-fourth or one-third of the purchase-money?—I think one-fourth would be as much as they could supply out of their own resources.

10828. You think there would be no risk in lending a tenant who was desirous of buying his holding three-fourths or even the whole of the purchase-money in the north of Ireland, where you have the tenant-right as a security?—I think so, because the average tenant-right sells at from twenty to thirty years' purchase. The two farms I sold produced thirty years' purchase for the tenant-right. I have been present at a sale of a small farm of about twenty acres on the estate of the Duke of Abercorn, adjoining Londonderry, the rent of which was £21, and the tenant-right sold at £1,200.

10829. Can you tell us the rule as to tenant-right on the Abercorn estate?—I don't know much about the Donegal estate personally. The office rules that I know on the Abercorn estate are, that if a farm is in the market the tenant has liberty to sell, but the landlord or his agent claims a voice generally, though they are not too strict, in the selection of the tenant. If a neighbouring tenant chooses to give the highest price he gets it in preference to any other person. If none of the adjoining tenants give a sufficient price, I have known cases of outsiders being permitted to purchase. On the whole, the administration of the Abercorn estate—at least of the part I am acquainted with—seems to be fair.

10830. Do you think the rules on that estate would be fair generally?—If the practice on the Abercorn estate was legalized, I think the tenants would not have much to complain of on the portion of the estate I am acquainted with.

10831. There is one question—as to what, in cases of sale of a farm, would be a fair rent—you say that if none of the tenants on the property will give the fair price an outsider will be allowed to buy?—Yes.

10832. You would want some arbitration to decide what is the fair price?—I think whatever sum an article produces in the market is the fair price of it.

10833. But the neighbouring tenant is to get a preference?—Yes, if he chooses to give the highest price.

10834. Who is to fix the highest price?—The competition in the neighbourhood.

10835. Then you would have to put it up to auction first, to decide what is the highest price?—On the Abercorn estate they disapprove of auctions—they have proposals, which come to much the same thing, because each man knows what the other is offering.

10836. Do the outsiders decide the price by sending in proposals?—Yes.

10837. And then when the highest price, which the outsiders are willing to give, has been ascertained, one of the tenants on the estate may say "I will take it at that price"?—Yes—at the highest price offered. I know a farm in the neighbourhood that a tenant was selling, and the landlord purchased it at his own use, at the highest price offered by an adjoining tenant.

10838. The O'CONOR DON.—Was that on the Duke of Abercorn's estate?—No; it was an adjoining estate.

10839. CHAIRMAN.—Is there any fixed time for changes of rent on the Abercorn property?—No; it is mostly on a change of tenancy.

10840. Would the dropping of a lease be considered a reasonable time to make a change?—Leases for two lives and twenty-one years, are what the greater part of the leaseholds on the estate are held under, and one of the lives is in being yet.

10841. Is there a new lease granted on the dropping of the old one?—I don't know what there may be in the future, but before this there were new leases given always.

10842. On a new lease being given, I suppose there would be some new agreement as to the rent?—It is likely there would.

10843. In the case of a change of rent, are the tenant's improvements taken into consideration when estimating the value of a farm?—I think the valuator is sent down to value the property and the tenants pay whatever sum the valuator puts on them.

10844. Including their own improvements?—Including their own improvements. But there has been no new valuation for the last forty years upon the Abercorn estate. The rents we are paying on the portion of the estate that I am acquainted with were fixed forty years ago.

10845. I understand you to say that the practice on the Abercorn estate would be satisfactory if adopted generally on the other estates throughout the country?—I think it would.

10846. But there would be something required over and above the existing rules on the estate?—Yes. In fact the practice on the estate is better than the rules—the rules have been ignored in some cases and relaxed a little in others. The practice upon the estate has been generous and liberal as far as I know. There is one matter I may mention: in the land cases before the County Court Judge, the tenant is required to prove that the custom of tenant-right exists on the estate. Now on small estates, where perhaps there have been no changes of tenancy for many years, it is often very difficult to prove the existence of the custom, though there may be a moral certainty that tenant-right did exist. I believe the onus of proof that tenant-right existed as a custom upon any particular estate is cast on the tenant.

10847. You think it ought to be presumed?—Yes. In my opinion it ought to be presumed that tenant-right exists on every estate in Ulster till the contrary is proved, and all office rules that hinder free sale ought to be abolished. I think if that was done the tenants would be satisfied.

10848. Mr. SHAW.—I understand there has been nothing like capricious eviction in your district?—No—at least very little. The people are very industrious, and have so much sunk in the land, that it is a matter of life and death with them.

10849. They must hold on?—They must hold on.

10850. They submit to pay rents that are too high rather than go out?—Yes.

10851. And you think that ought to be regulated?—Yes.

10852. What is your opinion of the scheme of peasant proprietary?—We are not, in this neighbourhood, interested in the question of peasant proprietary, as in other parts of Ireland. We sympathise with it, and would be glad to have it, in so far as it can be created in the regular course of purchase and sale. But what we want is, security for the tenant. We want the tenant to be rooted in the soil, subject to a fair rent, free liberty to sell, and no eviction except for non-payment of rent.

10853. You think that would satisfy the tenant?—I do, and I think it right to satisfy every reasonable man.

10854. And do no harm to the landlord?—None. The tenants would be secure from eviction—they would have their improvements secured to them—and would be saved from excessive rents; on the other hand the landlords would be secured in the punctual payment of their rents, and a mutual good feeling would exist.

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Mr. William Gamble.

Mr. WILLIAM GAMBLE, Bridge-hill, Castlederg, examined.

10855. CHAIRMAN.—Are you a tenant farmer?—Yes.

10856. Under whom?—The Earl of Castle Stuart.

10857. Mr. SHAW.—Is there a Lady Castle Stuart?—There is, his wife.

10858. Is there a separate property belonging to Lady Castle Stuart?—Lord Castle Stuart got a large portion of property in right of his wife. He does not live on the old property now—he holds an estate in the neighbourhood of Cookstown as well as a large property at Castlederg on which there are about 2,000 tenants.

10859. What is the size of your farm?—430 acres, but there is a portion of it consisting of cut away bog. I have 120 acres of arable land.

10860. How much bog?—The landlord holds a portion of the bog for letting to tenants—he pays the rates on that portion. There may be about 230 acres of wild bog round the edges of which we have improved and reclaimed to the extent of 120 acres of arable, and I may have about twenty acres of rough grazing besides.

10861. What rent do you pay?—About £60.

10862. Did you reclaim the whole of the 120 acres?—No. I bought my predecessor's interest in this property, in the year 1850, for £210. I have built houses, and thorough drained eighty acres of land. I made miles and miles of fences. I made farm roads, I reclaimed and subsoiled to the amount of forty-five acres of this land. I may tell you I have a lease. The reason why I give my evidence is, that I find from the questions raised about tenant-right at the end of a lease that my property is insecure. I have laid out £2,125 on this property. I have an account here showing how the money was expended.

10863. What was the term of the lease?—The lives of Her Majesty's two eldest sons—the Prince of Wales and the Duke of Edinburgh.

10864. Were there any years in the lease?—No. I got a choice of lives or years and I chose the lives.

10865. How many years were offered you?—Thirty-one.

10866. You are afraid your tenant-right may be at an end if the lease should stop?—Just so.

10867. You are afraid of a rise in the rent?—I would not object to a slight rise of rent—at the same time, considering that I have greatly improved the property, I would expect that the rise of rent should be moderate—it should be in relation to the improvement of the country and the decreased value of money.

10868. And not your own improvements?—No. I am not a wild man in my ideas about the rights of tenants, but I do believe and insist that when a man creates a property it ought to be secured to him by law.

10869. The landlord contributed nothing towards your improvements?—Nothing.

10870. They were all done by yourself without the assistance of the landlord?—Yes.

10871. But with the landlord's eyes on what you were doing?—Certainly; he applauded me for it, at least his agent did, I never see the landlord.

10872. Is there much of the same kind of thing going on on other portions of the property?—Yes; there are a great many improving tenants on the estate. To show the extent of the improvements I have made, the last Government valuation would be a fair test. In the year 1838 or 1839, when the Poor Law was introduced, the valuation was £50, and £13 for the houses—in 1858 it was £109 annually—the increase of value was created by myself. I purchased my predecessor's interest—he disagreed with the landlord about a rise of rent at that time. He had originally held the farm at £37 per annum—the rent is now £60—the foundation of that increase is, the labour and expenditure of the tenant.

10873. What amount of increase was going to be

put upon your predecessor?—I believe they were going to raise it from £40, Irish, to £80. He objected to that increase. He was a magistrate of the county, and the landlord was anxious to retain him as tenant, and gave him the option of appointing a valuator of his own; but he was disgusted with the thing altogether, and threw it up, and would not hold it. Eventually it was agreed that the rent should be £60, and I, being a distant relation, and a young man at the time, he gave me the place, rather cheaper than he could have got for it from other people. To show the amount of tenant-right that exists in some places, I will give an instance. There is an estate near Lord Castle Stuart's—the property of Mr. James Greer of Omagh—on which there is a farm held by a Mr. Crockett. The farm contains 117 statute acres, the valuation is £97, the rent £88. It was a highly improved farm, like my own. Crockett bought the improvements from his predecessor—there were ten years of the lease to run. He bought it about the year 1871 for £2,110. Virtually that man is in the same position as I am myself. He has a large interest. He bought it in the full faith that his tenant-right, at the end of the lease, would be protected by the Land Act, in the same way as formerly. Now, however, we find to our cost that certain landlords take advantage of the uncertainty in the law to oust the tenant altogether. I have an illustration of that in the way a friend of my own was treated—Mr. Smyth of Aughtentain—by his landlord a Mr. Browne. Smyth had been a kind of under-agent or manager for him, and ultimately got a lease of a farm, for twenty-one or thirty-one years, I do not recollect which, at a pretty large rent. The farm was small at first, but by degrees Smyth bought in the surrounding little farms as they were offered for sale, giving small sums for the tenant-right. His rent was £192 12s. 6d. At the termination of his lease Mr. Brown attempted to raise the rent to £250. He objected to this, and they went into a court of law. I was asked to look over the farm, as being a practical farmer, and after the matter had been some time litigated there was an agreement come to, and Mr. Smith received £1,000, deducting one year's rent, to settle the claim. Now that case occurred before my eyes and makes me very uneasy as to what may occur to me when my lease falls in, for £1,000 would be a poor compensation to me, after the £2,500 I expended on my farm. Another branch of the evidence I proposed to give was in reference to the extraordinary rise of rent that has been made on some neighbouring properties, on the fall of leases. For instance, the Duke of Abercorn has property adjoining where I live—there is a portion of it called the Manor of Derrygoon. In 1866 or thereabouts the whole Manor fell out of lease, and the Duke has raised the rental to one-fourth above the Government valuation. The tenants complain bitterly of this rise.

10874. What are the rents per acre?—I have selected two as examples:—One farm, the valuation of which is £61, is rented at £74 8s.; another farm, valuation £62, rent £76 12s.; of another farm the valuation is £25 10s., the rent is £31 13s. 6d.; another farm, valuation £28 5s., rent £36 8s.

10875. Do you know what the rents were before?—I do. The rent of the first was £54.

10876. Then it was raised £20?—Yes. The rent of the second farm was £54; it is now £76 12s.

10877. Was that raised immediately on a change of tenancy?—No, these rents were raised on the falling in of leases. They were held for the life of Lord Haddo, afterwards Earl of Aberdeen, and on his death the rents were raised, and have been out of lease since—in fact, the tenants would not take leases at the rents put on them. There is a great feeling of bitterness in consequence of those rises of rent—there is a great deal of talk about it. Those tenants are all respectable farmers, many of them friends of my own, and they had in most cases, greatly improved their farms before

the increased rent was put on them. They say that with the occasional bad seasons, and the fall in price, owing to American competition, they are not able to pay those rents, and I believe if there is not some check put upon this rising of rent, the greater part of the Ulster settlers will have to leave the country. We are not going to shoot our landlords here, as they sometimes do in the South, but certainly we have great grievances to complain of, and if some remedy is not afforded, we must only leave the country as soon as we can.

10878. The O'CONOR DON.—When did that increase of rent on the farms you mention on Lord Abercorn's property take place?—In 1866, about four years prior to the Land Act.

10879. Mr. SHAW.—In the good times, I suppose, the tenants did not feel it so much?—No.

10880. They feel the high rents now in consequence of the bad times?—Yes, they have eaten up their savings, and are now beginning to feel the pinch.

10881. The O'CONOR DON.—Have there been any sales on that portion of the Duke's property?—A few.

10882. How much did the tenant-right fetch?—From fifteen to twenty years' purchase.

10883. Even with the high rents?—Even with the high rents.

10884. Mr. SHAW.—I suppose you consider that is not a test?—No test, because it arises from the extreme anxiety of tenants who have money to settle their sons on the property, and if a small farm of ten, fifteen, or twenty acres becomes vacant, adjoining tenants are anxious to get it. On the Duke of Abercorn's property, where there was a limit to the price of tenant-right I have known on several occasions large sums of money, over and above what was paid through the office, to be handed over to the outgoing tenant outside the office, and without the knowledge of the Duke's agent.

10885. Is there a limit to the price of tenant-right upon the estate?—There has been, but it has been given up, and lately there has been no restriction. There was a case in that farm of Crockett's on Mr. Greer's estate. Mr. Greer attempted to limit it to five years' purchase, and wished him to sign a paper agreeing to give it up at any time it was wanted on getting five years' rent, but he refused and it was not pressed. The same thing was attempted in two or three other cases on the property in which it was attempted to establish the rule, but there was so much evidence the other way that Mr. Greer did not attempt to press it and gave it up. We do not complain of any want of freedom of sale, but we do complain that the rents are unduly raised.

10886. If the raising of rents goes on you think it will injure the country?—It will—it will totally destroy the tenant-right we have got.

10887. And the result will be to drive the tenantry out of the country?—Certainly. If I was twenty years younger the county Tyrone would not see me very long.

10888. How would you settle the question of rent?—By arbitration—if there should be any difference as to the amount of rent, let it be settled either by arbitration or by a court established under the control of Government. I have another case upon the Litton property on the townland of Drumnasbey. A farm occupied by Mitchell Gormley was held under an old lease which expired in 1842, at a rent of £4 per annum. It was raised to £8 7s. on the expiration of the lease. About sixteen years ago when Sir Christopher Litton became landlord he raised the rent to £14 10s. annually. Shortly afterwards he sold a great portion of it, and this townland was purchased by the late John Scott of Dromore, who raised the rent of the farm to £16 5s. This was since the Land Act. The tenant disputed this increase of rent and so did some of his neighbours who were similarly circumstanced. The cases were heard before the County Court Judge, and as a kind of compromise, two different valuations were put in by the tenant, and two by the

landlord. The tenant's two valuations were £12 and £13 5s.; the landlord's £16 5s. and £16 6s. 6d. The Judge ruled that the rent should be £15 annually. The landlord refused to carry out this arrangement, and the tenants, rather than go to further litigation, compromised the matter as they best could; and this man eventually agreed to pay £15 10s. a year. The tenement valuation of the farm is £12. There were four other parties in the same summons with this man, and the cases were tried at the same time—Andrew M'Sorley, Francis M'Hugh, David Craig, and Mrs. Jane M'Kay.

10889. And the cases were similar?—They were.

10890. How did the Judge arrive at the sum of £15 as the fair rent?—By splitting the difference.

10890A. He knew very little about it I suppose?—Almost nothing. The estate is within a mile of where I live, and the parties called on me to give evidence. I thought it an exceedingly hard thing of Mr. Scott to go to all this expense and trouble for the sake of such a small amount. This farm was originally a rocky barren place, and was raised from £1 rent to £16 5s. The tenants were industrious and hard working, and had done all the improvements. The late Sir H. Litton was a careless old man, who if he got his rent never bothered himself, and his agent was a man of the same character. That was formerly the character of the greater number of the landlords in our neighbourhood, but now we have got a different class of agents and landlords—exceedingly sharp men who will raise rents, no matter what the sufferings of the people are, and ignore our improvements altogether.

10891. And destroy the tenant-right?—Yes; they have done it in many parts of Tyrone. There are one or two other things I have to mention. One is in reference to sales out of court. There were some sales out of court on the property of Sir H. Litton, and a portion of two townlands was sold to the tenants out of court. The sales were not carried out, because they failed to get the money from the Board of Works. The Board thought the farms were sold too dear. They based their calculation upon the tenement valuation, and there were only two tenants in a position to get the required advance from them. In fact none of them got it—there were two farms bought by the private means of the tenants, and another tenant who could have got an advance from the Board did not carry it out. I may mention that that farm was bought at about thirty years' purchase on the valuation.

10892. Was that too high in your opinion?—Yes; the Board would have granted the advance on that farm. What the others were I do not know—they must have been something higher for the Board would not give them the necessary advance.

10893. And the matter fell through?—The purchases all fell through except two. One of those who purchased was a Presbyterian clergyman who had some little means, and the other was an industrious saving farmer who gave £600 for his farm. The clergyman gave £900.

10894. Those two tenants had the money themselves?—Yes.

10895. How have they got on?—Very well, I think they are perfectly satisfied with their purchases. They have a spirit other farmers have not. A number of other purchasers purchased glebe lands—they appear to have succeeded very well. Their holdings were bought at a moderate sum—twenty-two and a half years' purchase—which did not entrench much on the tenant-right. I think it would be a very good thing if, when a property was in the market and that three-fourths of the tenantry were anxious to purchase, the Government would advance three-fourths of the purchase-money for the purpose, and allow some responsible party to be appointed to deal with the owner on behalf of the tenants and purchase the property for them, provided it could be had at a moderate rate. I consider thirty years' purchase a high rate, but if it could be bought for twenty-five years' purchase I con-

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sider it would be a boon to the tenants—not at all that it could be done generally all over the country—to purchase out the landlords and compel them to sell; that is not an idea that I consider practical, but occasionally it could be done, and the creation of a certain number of proprietors among the tenant class would encourage a spirit of enterprise in the country which it very much lacks at present.

10896. Do you think that if assistance were given to tenants to purchase their holdings it would be extensively availed of?—I do. At the same time, I don't believe a general application of the system is at all to be desired.

10897. The rents and the valuation in your part of the country are nearly the same?—In some cases the actual rents charged are a good deal higher than the valuation. There is another matter I may mention: I object to the Government valuation as the basis for rent, because in the tenement valuation the tenants' improvements are all included—any buildings the tenant has put up are included. Those improvements have no right to form a basis for the rent. Why should the tenant be charged a rent upon his own expenditure? Whatever justice there may be in including them in the value for taxation, there is no justice in making them a basis for rent.

10898. MR. KAVANAGH.—The value of buildings is given in a separate column in Griffith's valuation?—Yes; but in the valuation book at present they are grouped, houses, offices, and land.

10899. If you except that building column would you consider Griffith's valuation of the land a fair basis for rent?—I would consider it a pretty fair basis; at least, it is as good a valuation as I have ever known, or as we are likely to get.

10900. There are not many tenants' improvements included in the valuation of the land—you are aware the valuation was made in 1852, and nothing that has been done on the land in the way of draining, fencing, or reclamation, since that time has been valued?—I think it was begun in 1852; but it was in 1858 it came into operation in our district.

10901. MR. SHAW.—So far as the valuation of the land is concerned you say it would satisfy you pretty well?—It would satisfy me, as a basis, tolerably well. At the same time, I believe, that even with that valuation as a basis there would be exceptions in some cases—such as my own, and the cases of other parties whose rents have been increased. There is a property formerly belonging to Mr. Echlin on which there were some special grievances—the estate is now in Chancery, Mr. Echlin being dead.

10902. What have you to state in reference to that estate?—There were some harsh cases upon it. The farm of Hugh Hunter was raised from £13 10s. to

£18 10s., and he was compelled to pay a fine of £50, getting a lease at the reduced rent of £16 14s. 7d.

10903. The O'CONOR DON.—When was that?—Three or four years before the Land Act—1865 or 1866. Another case was that of Samuel Watson.

10904. Was his rent raised?—Yes; and the water-side grazing was taken from him for which the landlord gets £9 a year, and which he and other tenants had from time immemorial. Then there was the case of Mrs. Watson—her rent was raised from £26 to £32 12s. She also had to pay £50, and take a lease besides, losing a great quantity of grazing like the other tenant; but it was again relet to her at an increased price. The Government valuation of her farm was £25. Another case was that of William Irwin of Kilmore. His rent on the fall of the lease was raised from £5 12s. 4d. to £18 10s.—by paying £50 the rent was reduced to £16 14s. 4d., at which rent he was compelled to take a lease. The valuation of the entire farm is £27, but this holding is only half of the farm. John Irwin's case is similar—he was raised from £5 12s. 4d. to £15 12s. 4d., and he also had to pay £50 to the landlord.

10905. Were those lands held on long leases?—Well, yes. I remember the circumstances pretty well; the life which dropped was a pretty old one; but I could not say how long the lease had run; it may have been fifty years, I suppose.

10906. The improvements were made by the tenants?—Altogether; and on this townland upon which those cases occurred there has been a very considerable increase in the valuation from the year 1839. It was then £112; at the present time it is £290. All this increased value is due to the improvements done by the tenants.

10907. The tenants, as a general rule, make all the improvements?—Yes. I am a man advanced in life, and I have seen, during my life, very little of landlords' improvements. The Duke of Abercorn is carrying out improvements on some of his lands, but he first acquires the tenant-right. Upon none of the lands in the occupation of tenants does he afford any assistance. I may say for myself—one of the Commissioners asked me awhile ago whether I had got any assistance from the landlord—I got a premium of £3 some shillings for drains. They gave 3d. a perch in the year 1851, and another year they remitted half of the poor rate—and that was all the assistance I ever got; and my case is that of every other tenant—I never knew any improvements in the neighbourhood done by the landlord except a shooting lodge or rent office, on part of a tenant's holding that had been taken up.

10908. CHAIRMAN.—Is there a Tenant-right Association in Castlederg?—There was, but it has died a natural death.

Mr. Walter
Connison, Mr.
John Donnell,
and Mr. John
Rossborough.

Mr. Walter Connison, Chairman of the County Tyrone Tenants' Protection and Land Law Reform Association, Donemana, county Tyrone; Mr. John Donnell, Strabane, Secretary; and Mr. John Rossborough, Ballinacross, attended as a deputation from the Association for the purpose of laying evidence before the Commissioners.

MR. CONNISON was first examined.

10909. CHAIRMAN.—Are you a tenant farmer?—I am a very small one.

10910. How much land have you?—Twelve statute acres.

10911. What is the name of your landlord?—Mr. Andrew McKimmon; the property was very lately sold in the Court of Chancery.

10912. Do you hold under lease?—No.

10913. You hold from year to year with tenant-right?—Yes; tenant-right is attached to it. I have also a small holding in perpetuity.

10914. Are you a member of the Tyrone Tenants' Protection and Land Law Reform Association?—I am; I am chairman of it.

10915. Are you able to speak on behalf of the association?—I am; it consists of a large number of tenants. I wish to read for your information certain

resolutions which were passed by the association in the year 1872, and some of the suggestions put forward by the association have been carried into law since; the association still adheres to the programme which it took up at that time.

The witness read the following resolutions:—

“COUNTY TYRONE TENANTS' PROTECTION AND LAND LAW REFORM ASSOCIATION.

“The following resolutions were proposed, seconded, and unanimously passed, at a public meeting of this Association, held at Donemana, on Tuesday evening, 5th March, 1872:—

I. “That, whilst we desire to express our gratitude to Mr. Gladstone, Mr. Bright, and those who aided them in passing the Irish Land Act, for the great boon it has conferred upon the tenantry, we consider that its administration requires to be carefully watched, and that the policy of Land Law Reform which is initiated should be carried out so as to

efface from the Statute Book every injustice which still remains to prevent thorough sympathy between landlord and tenant."

II. "That as the constitutional principle of trial by jury does not exist under the Land Act, the administration of the Act should only be intrusted to the declared friends of tenant-right who sympathize with the law which they have to administer, and that the Chairman should have the assistance of a jury at the option of either party."

III. "That we regard the ancient and unrestricted tenant-right of Ulster as the basis of the prosperity of the province, and founded on justice and we regard with dismay the decisions under the Act which go to legalize the office rules as being contrary to the express declaration of Mr. Gladstone, and against the interests of the tenants, of the good landlords, and of the country generally."

IV. "That as many houses have been built in towns and villages in Ulster on yearly tenancies, on the faith of the tenant-right of the district, the protection which the Land Act affords to agricultural tenants' improvements should be extended to tenants of houses in towns."

V. "That the policy of the Leasing Powers Clauses of the Land Act should be extended so as to protect every *bonâ fide* lease made by a limited owner at a fair rent of tenements in towns as well as in country districts, and that in all such cases, in estimating a fair rent, any improvements made by the tenant or his predecessors in title should be excluded."

VI. "That, as the expensive and tedious litigation of the Superior Courts is unsuited for small farmers and traders, the County Court should get jurisdiction as in England to administer wills, and be a Court of Equity generally for the plaintiff, when the property in dispute does not exceed £500, and should be enabled to settle disputes about title up to £50 a year."

VII. "That we regard a cheap means of local transfer of land as necessary to the success of a small proprietary class, which it is the object of Bright's clauses to create."

VIII. "That these clauses cannot be generally availed of until the rules of the Privy Council and the Board of Works have been altered, so as to cheapen the procedure, and extend the facilities of obtaining loans by tenant purchasers."

IX. "That the fiscal duties of Grand Juries should be transferred to boards elected by the cesspayers; and that the payment of county cess, as between landlord and tenant should, in the case of all tenancies, be assimilated to that of poor rates."

X. "That for aiding in the working of the Land Act, and for carrying out the foregoing reforms, we hereby form the County Tyrone Tenants' Protection and Land Law Reform Association, to be formed of all subscribers of 5s. towards its funds; and, as we believe that the above changes in the law would advance the interests of landlords as much as of tenants, and be advantageous to the people of the towns as well as the farmers and labourers, and promote the prosperity of the country generally, we hereby invite the co-operation and support of all classes, and especially of the members of Parliament for this county."

XI. "That a copy of these resolutions be sent to His Excellency the Lord Lieutenant, the Right Hon. the Chief Secretary for Ireland, the Lord Chancellors of England and Ireland, Wm. E. Gladstone, John Bright, Benjamin Disraeli, the Earl of Derby, the Attorney-General for Ireland, and the county Members, with a request that each of them will promote in Parliament and otherwise the objects of the Association."

"WALTER CONNISON, Chairman.
JOHN DONNELL, Secretary."

10916. These resolutions accord very much with statements which we have been receiving from a great many other witnesses with the exception of one or two points which are outside our inquiry, namely, the question of houses in towns and villages, the alteration of the Grand Jury Laws, and the jurisdiction of county courts; these matters do not come within the scope of our inquiry, but the other points which are in the resolutions are matters upon which we have been receiving evidence, and we are glad to receive any information with reference to them?—I shall be very glad to answer any questions which the Commissioners may wish to ask me.

10917. With reference to purchase by tenants of their holdings, have you cognizance of any such cases?—Yes, I am aware of some which have taken place under the Church Act, and also under the Bright clauses of the Land Act in my neighbourhood.

10918. Would you mention the names of the estates upon which these purchases have taken place?—The glebe lands of the parish of Donaheady and five townlands of Sir Hervey Bruce's, have been sold to the tenants.

10919. Were you a purchaser yourself in any of the cases?—No.

10920. In the cases of the sales of Church lands to tenants was the result satisfactory?—In some cases they considered the price high—twenty-seven years' purchase was demanded, and in the case of some of the purchases in the Landed Estates Court by the tenants of Sir H. Bruce they were unable to get as much assistance from the Board of Works as they had expected; owing to some defect in the law they were able to obtain only two-thirds of the purchase-money reckoned upon the tenement valuation, whereas under the Church Act they should get three-fourths of the purchase-money estimated upon the annual rent.

10921. Were the sales under the Church Act more satisfactory to the tenants than those under the Board of Works?—Yes, some few of them could not get money from the Board of Works, and a great many elected to borrow the money from private lenders rather than get it from the Board of Works; of course they had to pay five per cent. interest for it.

10922. How have the tenants who purchased their holdings in your neighbourhood got on since?—Generally they have got on prosperously with one or two exceptions; there were five townlands sold out of Sir Hervey Bruce's division of the Church lands, and three townlands on the glebe.

10923. How many tenants?—A great number of tenants.

10924. Were they small or large holdings?—Some of them were 100 acres, some 90, others 80, and some 40.

10925. Were there any small tenants amongst them?—Yes, some were very small; I think there was one of them was only five shillings a year.

10926. Did he purchase?—The purchase-money of his holding was only £7, and the transfer of the property cost him £10.

10927. Was that under the Church Act?—No, it was under the Land Act.

10928. Was it part of Sir Hervey Bruce's property?—It was.

10929. Did Sir Hervey Bruce hold under the Church?—No; he held under the Bishop.

10930. Was it Bishop's land?—Yes.

10931. There are rents upon that land still, I suppose?—Yes; before the sale Sir Hervey Bruce purchased the tithes from the Commissioners at twenty-one years' purchase, and he sold to the tenants at twenty-seven years' a month or so afterwards.

10932. That was a good speculation?—It was not a bad one. Another matter I wish to explain is that the tenants went into the thing blindfolded, and made the bargain with Sir Hervey Bruce and his solicitor, and he made them individually and collectively responsible for the carrying out of the purchases. There were two tenants upon one townland, who were not able to carry out the thing, and there was, in consequence, a fresh survey and a new rental. One of these farms was sold by auction at £180 less than the price agreed to be paid by the tenants, and five other tenants were made to pay every shilling of the deficiency, and the expense which came to near £400.

10933. By Sir Hervey Bruce?—Yes; that was the bargain they had made. The Chairman of the county had a case before him in reference to it, and he said that when the tenants again had to carry out a transaction of the kind, they would probably be more prudent, and have a solicitor for themselves.

10934. They had no solicitor?—No; they left it to Sir Hervey Bruce's solicitor, and he made them individually and collectively responsible for the entire purchase, and in the second rental they made a map including as far as Raphoe in Donegal; the most ex-

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traordinary map you ever saw attached to a rental showing a tract of country twelve or fourteen miles long.

10935. Was the expense of it considerable?—It was; it amounted on the whole to near £400 upon five tenants, and they had to pay it out of their own pockets.

10936. They had made no bargain about the costs?—I think not.

10937. They just left themselves in the hands of the landlord and his solicitor?—Yes; they were ignorant of what they were doing at the time.

10938. Do you think that if a transfer of lands to tenants was conducted upon a cheaper and better system it would be a good thing?—I do, there is no question of it; it is a terrible thing to make such charges upon them, like the case of the small farm, where the purchase-money was only £7, and the expenses of the transfer were £10.

10939. That would be by an amendment of the law as to title?—Yes; I see no reason why the sale of land should not be conducted as simply and as cheaply as that of a horse. I think there should be a registry kept in each district, and it might be done in the petty sessions court; the petty sessions clerk could keep the registry.

10940. Upon sales of tenant-right large amounts of property pass without any deed?—Yes; the transfer is simply entered in the book in the office; in that way large amounts of property change hands without a shilling of expense, in some cases amounting to more than the fee-simple. Last week a farm in my neighbourhood upon the estate of the Duke of Abercorn; it contained thirty-two and a quarter statute acres, a tenancy at will; the tenant-right of that farm sold for £500; you will say that was a large sum, but last year there was £675 refused for the same farm.

10941. What was the reason of the change?—The American competition and the large supplies of produce coming in.

10942. In this case the transfer is made in the books in the office without any expense?—Yes, without the expense of a single shilling, except in some cases, there is an office rule that for changing the name of the tenant in the books of an office, there is a charge made of 1s. in the pound.

10943. You think that there ought to be a register of title kept in every county?—Yes, I think that changes of title could be registered at once in the locality at very little expense, and more effectively and better than if done in Dublin.

10944. Mr. KAVANAGH.—The sales of tenant-right are not registered in Dublin?—No, another thing which damped some of the sales was this. Some speculative merchants are in the habit of giving credit to tenants to a certain amount, and they will take proceedings and without ceremony come down with an execution from the Superior Courts, and the first thing they do is to sell the tenant-right of the farm, although there might be plenty of stock and movable things on the farm to satisfy their demand.

10945. Why do they do that instead of taking the stock or movables on the farm?—I suppose they find

that selling the tenant-right is the cheapest way, as they are sure to get some person who will buy it from them; it is the cheapest and readiest way of getting their pound of flesh.

10946. Has that man who bought the small holding of £2 that you mentioned, any other means of support besides his land?—Yes, he is a blacksmith.

10947. What do you think is the smallest holding upon which a man could live comfortably who had no other means of support?—Well, some people can live respectably upon twenty or twenty-five acres of a farm, with prudence and attention to business.

10948. Unless a man had other means of support, would you be in favour of selling any smaller lots than twenty-five acres?—I do not know, a man may have a small bit of ground and members of his family may be engaged in other kinds of business, and thus enable him to live; he may have a son a tradesman—a shoemaker or a mason or something of that kind, and their earnings contribute to the support of the family.

10949. Would you put any limit, or would you permit a man to have his holding no matter how small?—I would, no matter how small, as long as he was willing to pay a fair rent and abide by the other regulations, I would allow him to retain his holding and have liberty to sell it.

10950. Do you think that, in the case of a sale of a property, it would be felt as a grievance by the smaller tenants to be prevented from buying, if the larger ones were entitled to do so, and they prevented by reason of the smallness of their holdings?—Yes; I think it would be felt as a very great grievance by the smaller men, no question about it.

10951. Because the part of the property they held would, in that case, get into the hands of new purchasers?—Yes, no doubt of it.

10952. And possibly a speculative purchaser who might buy with a view to raising the rent?—Yes; there are upon some estates rules by which, when the new purchaser comes in, there is an addition made to the rent, but it is not the case on the Duke of Abercorn's estate, at least on the portion which adjoins me.

10953. Is there any other observation you wish to make on the points referred to in the resolutions?—Well, no, some of them have been carried out since into law, for example, the resolution as to giving more extensive powers to the County Courts; I believe that has now become the law.

10954. Are you satisfied with the County Courts being the tribunals for the decision of questions between landlord and tenant?—Yes; there being the right of appeal if either party be dissatisfied.

10955. Do you consider the County Court Judge the best person to go before?—I do not know, but he is the person in authority, and the Judge, at the tribunal, the law has appointed.

10956. If any difficulty arose as to fixing of rents, I consider it would be fair for the landlord to appoint one arbitrator, and the tenant another, and that the County Court, or some other competent authority, be the third party to decide in case of any difference between the arbitrators, and let his decision be final.

Mr. JOHN DONNELL, Dunnamanagh, Strabane, Secretary of the Association, was next examined.

10957. The CHAIRMAN.—Are you a tenant-farmer?—I am one of the peasant proprietary, as they have been called.

10958. You do not hold under a landlord?—Yes, I hold under a landlord, paying him a chief rent.

10959. Do you hold in perpetuity?—Yes, I hold by lease for lives renewable for ever.

10960. How much land?—Two hundred and sixty acres.

10961. Are you a member of the County Tyrone Tenants' Protection and Land Law Reform Association?—Yes.

10962. Are you able to speak as to the opinions of tenants generally in your part of the country?—Yes.

10963. Are there any points as regards the tenant-right custom upon which you wish to make any observations?—I have no complaints, generally speaking, of the landlords in the district, except in one case, in which a tenant was desirous to sell, and the agent on the property noticed him that he would have to raise the rent from £11 3s. 9d. to £15.

10964. When did that take place?—Two years ago.

10965. Do you consider that that was different from the custom on the estate prior to the Land Act?—Yes, and from the custom of any of the other landlords in the district. The tenant in that case had sold a farm for £150, but the purchaser would not complete the purchase when he heard the rent was to

be raised, and the result was that it went into the Land Court; the parties, when they got into the Court, agreed to let the Chairman fix the rent; the landlord's witnesses, a Mr. Nolan and Mr. M'Crea, valued the farm at £14 a year, the tenant's witnesses valued it at £12, and one witness said he thought the old rent was sufficient; the Chairman split the difference, and made the rent £13.

10966. What was the name of the landlord in that case?—Mr. Claud William Leslie Ogilby.

10967. What was the name of the tenant?—Hugh McConnomy.

10968. Was the matter settled on these terms?—It was.

10969. What deduction was made from the purchase-money?—It was sold at £110; but I may tell you that the agent stated to a friend of mine since the case was in court, that the tenant's witnesses had convinced him that the rent was high enough, though they did not convince the Chairman. As long as he was agent he had not raised the rent, but a new agent has, since that time, come into the management of the property, and the rent has been raised.

10970. What was the name?—Mr. Corry collects the rents, but I think Mr. Greer, of Omagh, is the agent; the former agent was Mr. Smith Chatterton, a barrister.

10981. Is it a fact that you have not heard of this rule of increasing rent on a sale of tenant-right being adopted upon the estates until after the Land Act?—Yes.

10982. It was not adopted on the estates in your neighbourhood?—Not in any part that I heard of.

10983. Mr. SHAW.—Was tenant-right recognised in the district before the Land Act?—Yes.

10984. Did the Land Act make any difference in it?—Very little.

10985. On Mr. Ogilby's estate did it make any difference?—Well, the district immediately near me is the estate of Mr. James Ogilby, of Dungiven; he only receives a chief rent; the Land Act did not affect his perpetuity tenants.

10986. The Land Act did not affect them?—No, but the case I just now referred to was upon the estate of Mr. Claud William Ogilby.

10987. Are there any other cases of grievances you wish to mention?—No.

10988. Then it would appear that the relations between landlord and tenant are fairly good in your district?—They are.

10989. We have received a copy of certain resolutions from Mr. Connison which have been passed by your Association?—Yes.

10990. Do you concur in those resolutions?—I do.

10991. According to these resolutions the association desires some amendment made, which would make the position of the tenant more clear?—Yes; that is our view of the Land Act. It requires some amendment to define more clearly the position and rights of the tenant, and to give him additional protection.

10992. Mr. SHAW.—Do you know anything of Mr. Ogilby's estate?—Yes; the case I referred to just now was on his estate.

10993. Did he always allow tenant-right?—No; he refused it in 1847.

10994. He refused to acknowledge it?—Yes.

10995. Has it been since restored?—Yes; his son, Mr. Claud L. W. Ogilby, has allowed tenant-right since he succeeded to the property.

10996. Was that in consequence of any decision of the Land Court?—It was mainly his own act.

10997. Does he allow free sale?—Yes.

10998. Are rents upon this estate increased generally on a change of tenancy?—The one instance I have mentioned is the only one I know.

10999. It is not done generally?—It is not.

11000. Is there any other information which you wish to lay before the Commission?—With regard to the subject of peasant proprietary, I am acquainted

with a district upon which nearly half the occupiers are peasant proprietors, and have been so for the last 100 years. I have taken some notes in reference to the condition of the farms upon that district, which I wish to lay before you. It comprises about 20,000 acres, about half of which is held under lease of lives renewable for ever, or for 999 years, in some cases, for I believe, at one time, Roman Catholics could not hold land by lease for lives, but should be satisfied with a term of years.

11001. Where is this district of which you are speaking?—It lies between Plumbridge and Donemagh, extending over fourteen miles. The first townland upon it is Letterbratt, and I shall read my notes as to the condition of the farms upon it which are held in perpetuity.

“Letterbratt.—708 acres. Townland all leased for three lives renewable for ever, in four parts. First quarter; deed taken out about 1780; divided amongst four sons about 1830; one of sons bought another's portion since; hence now in three farms.

“First farm: superior dwelling and office-houses; farm nicely laid out in square fields; all cultivated up to top of mountain. Second farm: superior dwelling and office-houses, and farm nearly all cultivated; this tenant had four sons, and he bought suitable farms for three of them, giving old place to one. Third farm: much the same.

“Second quarter: deed taken out about same time. Father divided with two sons fifty years ago; no subdivisions since; good farm house and offices suitable to holding; land well cultivated. Sixth farm: deed of 160 acres; no subdivision or sale until about twenty years ago, when father divided among his two sons; superior dwelling and office-houses, one of sons since dead; farm sold to an adjoining tenant on another townland. Second son got into litigation with purchasers of brother's farm; a long course of Chancery and Assize law, ending in his having to sell also.”

11002. The O'Conor Don.—Could you say what amount of purchase-money they got on these sales?—The rate of purchase is generally fifty years purchase on the valuation.

11003. Omitting the chief rent?—Subject to the chief rent.

11004. Proceed with your notes?

“The remaining portion of the townland was deeded at about same time, and divided into four parts about fifty years ago; superior dwelling and office-houses, and land well cultivated, but is a kind of rundale, each farm having four divisions; the plots varying from four to sixty-four acres; outlying portions sublet to tenants. On this lot no subletting since the Land Act, and no subdivision since 1850. Farm houses and offices on this townland were valued by Ordnance Valuation in 1857 at from £2 to £3 10s. each, but great improvements in farm-houses and offices since 1857, on several of the farms.”

11005. What is the condition of the under tenants on the places where the subletting has taken place?—They are pretty well off, though they are generally highly rented. The small proprietors build the houses and offices, reclaim the land, and let it on account of it being at too great a distance from their own farm houses. Rundale spreads a farm over a great district of country.

11006. CHAIRMAN.—The occupiers are tenants of the perpetuity men?—They are. It is only where the system of rundale still exists that they sublet, because the outlying portions are too far away from the farm house.

11007. Proceed with your memoranda?—The next townlands are Lisnacreight, 763 acres, and Derbrough, 674 acres. The tenants on these townlands were offered leases for ever about 1790 on paying a small fine—about one year's rent. Only a few of them accepted the offer, as they had got leases for three lives a year or two before. Deed taken by an outsider—last of lives only expired about six months ago, very little improvements on part during the last twenty years, except some substantial office houses since the Land Act. The tenants now regret greatly their grandfathers did not take leases of lives renewable for ever, and also complain that the Legislature has delayed long to legalize the leasehold tenant-right.

11008. The O'Conor Don.—They are not in as good a condition as their neighbours?—They are not.

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11009. Mr. SHAW.—Have the rents been raised?—No, the landlord has had no opportunity of raising the rents.

11010. Are the leases just out?—They are, and the tenants don't know what terms they will get, whether the landlord will acknowledge their tenant-right now at the end of this long lease or not. [Witness continues reading his memorandum].

"Valuation of houses varies in 1857 from £1 to £2 15s. Only one at latter rate."

11011. Showing that tenants did not build houses on terminable leases?—Exactly.

"On deeded part valuation of houses varies from £2 to £3 10s., but a number of new houses have since been built, which are of a far better class—no subdivision for the last thirty years, and no subletting. One of the most improving tenants in Derbrough died about twenty years ago—his family got into litigation—the case was pending for ten or fifteen years in the superior courts, ending in the farm being sold in the Landed Estates Court, and, after paying costs, nothing was left for any of them."

"Glencoppogah.—1,080 acres. This townland is known by four surnames, Plumbridge, Lowtown, Hightown, and M'Cullaghstown. Plumbridge is owned by four or five persons, whose farms vary from nine to fifty acres. All appear successful and improving. One has let his farm, and is doing a successful trade in the village of Donemanagh. Another has built on his lot seven or eight houses in the village of Plumbridge, valued at from £4 10s. to £11 each. Another has built four or five houses valued from £5 to £11 each. Farms well cultivated, good houses and offices, no rundale in this part, no subdividing for the last thirty years."

11012. You say one man has built four or five houses on his holding?—Yes. The lower part of his farm abuts on the village.

11013. There is subdivision there?—Well, I would not call letting a house and garden to a shopkeeper subdividing a farm.

11014. What rent does he charge his tenants?—About a quarter above the poor law valuation.

11015. Mr. SHAW.—He bought the land I suppose?—He did. [Witness continues reading.]

"Lowtown; farms from seventeen to fifty acres, held by four or five tenants—one has built two houses in village; valuation, £3 10s. and £7; all very improving; no subletting since Land Act—no subdivision since 1850. Hightown, held by about twelve in rundale; some of these have leases for 999 years. Mountain part undivided. Nearly all have a prosperous look about their farms and houses, and have reclaimed a good deal of waste land since 1857."

I have the Ordnance sheet here, and you can see by it the reclamations made.

11016. Mr. SHAW.—What part of the country is this?—It is in the Gortin union, and near to the village of Plumbridge.

11017. Is it near Newtownstewart?—Yes. [Witness proceeds.]

"M'Cullaghstown, held by two leases for 999 years—fourteen occupiers on this land—the farms vary from five to forty acres held in rundale. They have reclaimed the land up to the top of the mountain, to a height of near 900 feet. There was a great deal of subdivision forty or fifty years ago, none for the last thirty years. When a farm is for sale it is generally bought by the adjoining occupier. Must have been very hard work and patient industry in reclaiming some of the land on this part of the townland."

11018. The O'CONOR DON.—Do they still hold in rundale?—Yes.

11019. They have never made a partition?—No, it is hard to get them to agree to a partition, there are so many of them.

11020. Is the system of rundale prejudicial to improvements?—Very prejudicial. [Witness continues his memorandum.]

"Aghalane—352 acres. One-half, 178 acres, deed taken out in 1763; remained in possession of original lessee's family till about four years ago. The owner was a successful merchant in St. Louis; sold to a tenant in Glencoppogah; good farm-house and offices; valuation, £11. Other part of townland in the hands of four owners. All of those farms appear to be well cultivated, and suitable houses were

built lately on two of them. No subdivision for the last thirty years. No subletting since the Land Act.

"Clogherney.—One portion of this townland is deeded, the other portion is in the occupation of tenants-at-will under Mr. James Ogilby. The land is let in rundale. Mountain undivided. Three deeded farms, which are in a far better condition than the others. Have not been subdivided for the last sixty years.

"Doorat—929 acres. One portion, held in perpetuity by three tenants, two of them have large families of sons, and are very industrious. They have reclaimed land that no person with paid labour would think of reclaiming. The third tenant has lately sold his lot in two parts—one half to an adjoining tenant, the other half to a tenant on the Abercorn estate.

"Balix Lower—537 acres. Only one perpetuity farm divided among two sons. One of them has reclaimed waste land up the mountain side, far above his neighbours, who are tenants-at-will.

"Belnamallaght—1,214 acres. Upper Halftown deeded in 1778. The original lessee sold in two parts about eighty years ago. One of the purchasers had six sons, and divided the farm fifty years ago between four of them—the fifth son was a doctor, and he bought a freehold farm for the sixth. One of the sons has amassed a very great amount of money. The second son died about four years ago, leaving freehold and personal property to the amount of about £4,000, and no family; his money was divided among his sisters and nieces; he left the freehold property to his two nephews, and he left £200 for the poor of the district. The third and fourth sons are also very well off. The owners of the other half got into litigation, about twenty-five years ago, in the Prerogative and Chancery Courts, ending in the attorney of the successful litigant becoming his landlord at a very high rent. Lower Halftown, deeded by grandfather of present owner, divided in three parts. First tenant has one son and one daughter, very well off. Second tenant has three sons; he bought a freehold farm for one lately, at nearly £3,000. Another a barrister-at-law. The third part was divided about thirty years ago into three portions—one of the owners has since sold farm to brother, he himself going to a larger place. Superior dwelling and office-houses on this townland. Nearly all two-story houses, and slated—superior cultivation of land—and great quantity of land reclaimed since 1857.

"Agheyfad—712 acres. Leased in perpetuity in four parts. First part sold to a tenant farmer in county Derry, who has it let to five tenants. Second part has never been subdivided, held by grandson of original lessee, who is landlord of adjoining townland; has three sons, two of whom are at Foyle College preparing for some of the learned professions. The other half of townland was greatly subdivided sixty or seventy years ago in rundale—occupiers all in a prosperous way. No subdivision for the last thirty years. When a farm is for sale it is always bought by an adjoining owner.

"Lisnaragh.—787 acres. Three-fourths of this townland deeded. One quarter—Deed taken out by father of present occupier, who has bought another quarter about eight years ago, and several other small freeholds in adjoining townlands. Third quarter owned by middlemen and let to tenants, remaining portion held by four tenants from year to year under head landlord, who have made very great improvements on houses and lands since 1870.

"Lignagoppagh—1,223 acres. Wild mountain from 800 to 1,860 feet above the sea. Perpetuity lease taken out by one person. Since sold in five parts. No improvements made on it except a herd's house. Some of low-lying parts worth reclaiming, but no part of townland within a mile of a county road; and tenants have no influence at Road Sessions to get it opened up by roads. The owners are all freeholders in the parish, and it is used for grazing cattle and sheep.

"Tyrkernaghin.—906 acres. Only two farms deeded. Deed of remainder taken out by a middleman. (1.) Deeded farm. Owner had only one son who had no taste for farming, and went into trade in Belfast; and the farm was sold about fifteen years ago. This farm is now all reclaimed by owner, occupier, up to top of mountain, the tenants at will stopping half way. (2.) Deeded farm. On original lessee's son going to the army, place sold since.

"Rooskey.—All deeded. Now held by about nine occupiers most of whom are industrious men, and have made great improvements. Nearly all have now got superior dwellings and offices. When a sale takes place the farm is generally bought by an adjoining tenant.

"Tyrconnelly.—259 acres. Deed taken out by grandfather of present occupier; no subdivision. About forty years ago the then tenant had four sons; one was sent to the drapery trade in Strabane, another went to Australia in 1851, getting his share with him; and the farm was divided between the eldest and youngest sons, the farm houses and

land are like model farms. Eldest son's family grown up, two sons and two daughters, and he has bought a freehold farm for the eldest at nearly £2,000. No subletting, nor subdivision except the above.

"Drain.—459 acres. The same may be said of this as of Lisnacraight, except that the lease fell out about twenty-five years ago. The tenants regret that their fathers and grandfathers did not take out leases renewable for ever.

"Oughtermoy.—235 acres. Deed taken out by two brothers—first part by father of present owner. He had three sons. One went to the navy; the two others were provided for, giving the old freehold to the captain, who since his return from active service has bought all the freeholds in his immediate neighbourhood, employing a great staff of men, improving and building suitable farmhouses, and letting to tenants upon whom he has never raised the rents. The owner of the second part also had three sons. One went to the medical profession, to whom he gave the greater part of the freehold, making provision for the other two by buying suitable places. The doctor had three sons, none of whom liking agriculture, they all went in to business in Derry and Belfast. The youngest son has let his part, and gone to the United States.

"Killiney.—223 acres. Deed taken out in four parts. The successors of the original lessees have all sold, save one. He is selling piece by piece to adjoining owners. One of the original lessees went to the army, selling his portion. His successor has made great improvements. Three sons, one of whom chose a mercantile life, another is an attorney, and the third is living with his father.

"Binnelly.—199 acres. Deed taken out in two parts. First half divided into three shares about seventy years ago by father among his sons, all of whom have since sold. One of the purchasers of forty-one acres has since bought in adjoining farms, having now 153 acres. Another purchaser owns sixty-two acres. Second part: No division or subletting from the time of original grant until sold about twenty years ago, owner having only one son, who is a doctor. Valuation of houses from £3 to £6 in 1858, but houses and farm-offices greatly improved since. Superior cultivation of land.

"Binbuniff, 321 acres; Claggan South, 400 acres.—Deeded by a middleman. Lot of small tenants on both townlands, holding from year to year under tenant-right landlords, but tenants not nearly so prosperous-looking as the freeholders on adjoining townlands.

"Gobnascale.—209 acres. Half of townland deeded by a middleman, let to tenants; other half occupied by three tenants, each holding from twenty-six to forty-six acres; two very prosperous and well off; the third got into litigation with a neighbour, was about thirteen years in Court of Chancery, and ruined by law costs, but is still in occupation.

"Stoneyfalls.—123 acres. Deed taken out by an outsider, with the exception of a few houses and gardens in village of Donemanagh. Tenants under the middleman apparently industrious, but in regard to houses far behind the freeholders in adjoining townlands. The freehold

houses in village mostly two-story-houses, and slated, and generally occupied by the owners.

"Drumaan and Barran.—632 acres. Deeded by a middleman. Tenants holding from year to year under a tenant-right landlord; twenty-seven tenants. Valuation of houses from 15s. to £3; only one at latter value. Size of farms from four to 102 acres, a great part unreclaimed mountain. Great improvements made in land and houses during last ten years, but general condition not up to the freehold townlands.

"Leat.—181 acres. Four tenants, holding from forty to fifty-two acres each. No subdivision during last thirty years. No subletting. One farm sold two years ago to adjoining freeholder. Value of houses from £2 5s. to £3, improving and prosperous looking.

"Ballaghalare.—231 acres. Deeded originally in two parts. One part, no division until about thirty years ago, when owner divided between two sons, who are both improving and prosperous-looking. Second part, owner got into litigation with a neighbour, about fifty years ago, in the superior Courts about a boundary. Since divided among three sons, one of whom has bought a brother's part, and is apparently improving. Other, not so successful, has farm sublet. Suitable dwelling and office houses.

"Windy Hill.—150 acres. Three-fourths deeded by a middleman; let to four tenants. Remaining portion, one tenant who took out deed sold, about fifteen years ago, in two parts. No distinction observable between tenants-at-will and freeholders.

"Glencosh.—356 acres. Deed of 250 acres, taken out about 100 years ago; still in possession of successor of original lessee, undivided, but a small portion sublet. Family always holding a high social position in the district. Remaining portion held by tenants under a middleman."

11021. The O'CONOR DON.—Could you give us the total quantity of land which was let in perpetuity in this way?—About 20,000 acres; one half was sold to the tenants and the other half to outsiders.

11022. About half of the estate is in the hands of the perpetuity owners?—Yes, and the other half in the hands of middlemen.

11023. Is the condition of the land which is in the hands of the owners much better than where they are under middlemen?—A great deal better.

11024. Mr. SHAW.—They have made improvements?—Yes.

11025. And the land looks better?—Yes. The only drawback is the existence of rundale in some places.

11026. Is there any way of remedying that?—No, except to get a partition, and parties are not willing to incur the expense of that. The County Court might get jurisdiction to square farms, straighten boundaries, and thus get rid of rundale.

Mr. JOHN ROSSBOROUGH, Ballinacross, Donamanagh, was next examined.

11027. The CHAIRMAN.—Are you an owner of land, and a tenant-farmer?—I am.

11028. You are owner of 93 acres?—Yes.

11029. And you hold under a landlord how many acres?—Twelve acres under Mr. Ogilby.

11030. You have heard the evidence of the other witnesses?—Yes.

11031. Do you concur in that evidence?—There are some things I wish to correct with regard to the evidence about Mr. Ogilby's estate. I was agent for him at the time of the passing of the Land Act, and for five years after. At the time I came to live on the estate, in 1860, no such thing as tenant-right existed on it. He even refused to recognise tenant-right after the Land Act until he was brought into Court by a tenant. The case of Coulter v. Ogilby came on at the Omagh Quarter Sessions. After the decision of that case tenant-right has been recognised on the estate.

11032. It had existed, I suppose, in former times?—It had.

11033. And he tried to abolish it?—Yes; this was not the present Mr. Ogilby. The then owner is now dead. During the famine years a good many of the tenants were not able to keep their land, and he expended money on improvements, and threw the land into adjoining farms.

11034. Was it an exceptional thing in that district to find an estate without tenant-right?—It was. Tenant-right existed on all the estates in the neighbourhood, with the exception of this.

11035. Tenant-right is now in existence on the estate?—Yes. There were some sales of tenant-right during the time I was agent, which brought from fourteen to sixteen years' purchase. There was a sale made last spring of a farm a man had got without paying a fine. It was sold for £280.

11036. Was it subject to a high rent?—£25 a year. Not higher than the neighbouring farms.

11037. The rent does not seem to affect the price of tenant-right much?—No.

11038. Are you a member of the Tyrone Tenant Farmers' Association?—No.

11039. Is it customary to change rents in your district on a change of tenants?—In some cases.

11040. On the falling in of a lease I suppose there is a rise?—That only seldom occurs. On the whole estate there was only one lease which fell in about a year ago. There has been no change since.

11041. Mr. SHAW.—Do you know the Skinners Company's estate?—Yes; it comes close to Mr. Ogilby's.

11042. Is there tenant-right upon that estate?—Yes.

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11043. Are the rents excessive in your district?—I could not say they are excessive. I was asking some of the tenants yesterday, and they have nothing to complain of.

11044. If they are left as they are, and no further rise of rent put on them, would they be satisfied?—I think they would. "If I am left as I am" (said one of them to me yesterday) "I have no cause of complaint."

11045. The O'CONOR DON.—Did Mr. Ogilby spend money in improvements?—A great deal of money, he borrowed from the Board of Works for the purpose.

11046. Did he charge the interest of it on the rents?—Yes, he managed it himself, as he was both agent and landlord.

11047. I suppose he increased the value of the property considerably by the improvements?—Yes.

11048. Does he allow the tenants to sell the tenant-right in those farms as if they had made the improvements themselves?—Yes, there was a case of that sort that occurred this year.

11049. Is not the rent that he puts on the tenant a rent covering the improvements?—Yes.

11050. So that the man who is buying the farm will have to pay for those improvements in the shape of an increased rent?—Yes.

11051. The O'CONOR DON.—Are the rents on that property higher than on the estates of the surrounding landlords?—I could not say they are much higher.

11052. Mr. SHAW.—Are the rents higher than before the improvements were made?—Yes.

11053. Mr. KAVANAGH.—If you had a farm to let, and had made improvements on it, and let it to me, charging me no fine for going into possession—do you think I would have a right to sell that?—I think you would not.

11054. But you would be likely to charge me something for the improvements?—I would of course.

11055. By way of interest on your expenditure?—

Yes. But I would not charge a higher interest than would be right.

11056. Of course you admit that if I made the improvements on the farm after you had let it to me I would have a right to sell them?—Yes. I think in some of those cases where Mr. Ogilby sold, if it had been my farm I would have objected to the sale. But in the case I mentioned a while ago the tenant paid nothing when he got the farm.

11057. Did not the tenant make improvements after he entered into occupation?—He made none.

11058. But the whole estate being tenant-right, it would be an awkward thing to except one farm in the middle of it?—Of course; but it was a well known fact that he got the farm for nothing. I have known cases on the same estate—one case especially—where a man had a large farm under Mr. Ogilby under the same circumstances, and about a year ago he paid a sum of money to acquire the tenant-right.

11059. He bought the tenant-right, he being at the time in occupation?—Yes; he paid Mr. Ogilby a certain sum of money to acquire the tenant-right.

11060. Mr. Connison.—There is one matter which I wish to be added to my evidence. Previous to 1832, in the days of the old freeholders, no person could get a lease on the Abercorn estate but a person able to qualify that the freehold was worth £10 over and above what rent he paid. The person that could not so qualify got no lease. Would not you think it a hard thing if, because you were able to qualify to get a lease as a freeholder, you should be put in a worse condition than a person not in a position to get a lease for the accommodation of his landlord?—It would appear, too, from some decisions under the Land Act, that there is no tenant-right at the fall of the lease, though taken out for the benefit of the landlord.

11061. So that in point of fact he was in a worse position than the other man?—Yes.

Rev. Edward Loughrey.

The Rev. EDWARD LOUGHREY, Altanure Park, Londonderry, with a number of other tenant-farmers, attended on behalf of the Clady Tenants Association.

11062. CHAIRMAN.—You attend here with a number of members of the Clady Tenants Association?—I do.

11063. Give us, in a general way, your views with regard to the tenant-right question. Does it exist in your district?—It exists generally, but not on all estates alike.

11064. There are various regulations on different estates?—Yes; on some estates there is unlimited free sale and fair rents, with a right to live on your holding as long as you continue to pay the rent.

11065. Has the landlord a veto on the incoming tenant?—In some cases there is no veto, and we insist that there should be no veto—that when a proper person presents himself as tenant there should be no objection.

11066. The only qualification being that he should be a solvent respectable person?—A person of good character. We would not wish to have any bad characters amongst us.

11067. I suppose you would say that his being able to pay for the tenant-right is evidence that he is solvent?—I think any man who purchases the tenant-right of a farm and pays for it, his doing so is quite enough to show solvency.

11068. But you think his character ought to be looked into?—If he be a man of very bad character he ought not to be taken as tenant, but it is a very extreme thing to exclude any man from the ordinary privileges of the country. Of course any man of notoriously bad character ought to be excluded.

11069. You say on some estates tenant-right exists in its entirety?—Yes.

11070. On other estates it is modified?—Yes; on some estates it is restricted only in a small degree. On others to a grievous extent. In some cases to such an extent that it is not tenant-right at all.

11071. What are the restrictions?—On some estates the tenant-right is restricted to five years' purchase. On others to three years. This exception I would call a late innovation introduced within the last thirty or forty years.

11072. Before the Land Act?—On some estates since the Land Act. I may mention the estate of the Skinners Company, where formerly there was free right of sale. They are at present trying to do away with the right of public sale which the tenants enjoyed.

11073. They had enjoyed it formerly?—Yes.

11074. Are there any other landlords that are adopting the same system or who have adopted it lately—of endeavouring to restrict tenant-right?—Mr. McCausland restricts to five years on the mountain farms, and three on the home.

11075. Does he give them the price of their improvements besides?—Well, he does not—I may say from the effect of his rules on the estate no man has a heart to lay out anything on the property.

11076. Does he make improvements himself?—He makes no improvements that I would call permanent. He might give a man a few pounds for making drains—but I call that no permanent improvements—you all know that drains in a certain time become useless.

11077. Does he do nothing in the way of building?—No; there is one case where he did, but the man had been his bailiff, I know of no others. This case to which I allude was before my time, but I am told he largely assisted the man. The generality of the tenants do all themselves.

11078. Are the houses and buildings on his property in good condition?—I consider the condition of his estate generally is infinitely worse than that of any other estate round about.

11079. Is yours a mountain district?—It is, but we are not the less independent on that account.

11080. The limit of three and five years upon the value of tenant-right in effect takes away the tenants' interest in improvements?—Certainly; it acts as a deterrent to the tenant expending any money upon the improvement of his farm.

11081. The O'CONOR DON.—Could you give any instance in which a tenant had made improvements on Mr. M'Causland's estate and was not allowed for them, over and above the three or five years?—I could; an instance where a gentleman named Douglas bought a farm, and the man who sold it only got five years' compensation—at the same time Mr. Douglas privately gave the man more.

11082. He gave him more than the five years?—Yes; Mr. Douglas gave him £70 of his own free will.

11083. Mr. M'Causland stated the rule was to give the tenant the value of his improvements in addition?—I do not know of any such thing existing—it might be so according to his lights.

11084. Mr. SHAW.—He stated that he used to allow for manures and for other improvements in addition to the five years?—Not to my knowledge—he has never made a return for improvements—if he had nobody would object to it.

11085. If they got five years for the tenant-right, and full value for any improvements, there would be no objection?—No.

11086. The O'CONOR DON.—Could you furnish to us the names of any tenants who got only the five years' compensation and who had made improvements and lost them?—There was the case I alluded to, in which Mr. Douglas bought a farm from an old man named Michael M'Clusky.

11087. When did that take place?—I could not give the date of it—it is sixteen or eighteen years ago.

11088. How long has he been owner?—His father was in possession of the property at that time—it came to him through his father about twenty years ago.

11089. He stated that he followed out the rule that was in existence in his father's time?—That would not contradict what I say. The rule was introduced under Mr. William Gage, now the agent of the Fishmongers' Company. In the time of the previous agent, Mr. Whyte, there was no such thing; there was no interference with tenant-right then. The same farm was again sold two years ago at five years' purchase.

11090. This farm of Mr. Douglas's?—Yes.

11091. He sold it again?—It was sold again—he was put out and the farm was given to the present occupier at five years' purchase.

11092. Do you know anything of the case of the railway passing through the property?—I do not; I believe that has reference to a portion of his property in the north-east of the county.

11093. It was stated to us that in the inquiry before the arbitrator as to the compensation, in apportioning the amount between landlord and tenant, the tenants admitted that they had no claim to the improvements, and that Mr. M'Causland had made them?—I don't know anything about that—I am speaking of the mountain property.

11094. It is on the mountain portion the five years' limit exists, and three years on the other portion?—Yes, so I believe.

11095. Are there any other landlords in the district who have carried out the same rule?—There is Mr. Bruce. His rule is to raise a farm whenever it passes from one tenant to another, and he goes so far I believe that he will even raise it when it descends from father to son. I am not now speaking of Sir Hervey Bruce, but Mr. Bruce.

11096. Have the rents been raised on that estate?—Yes, they have been raised doubly without any reasonable cause.

11097. On Mr. Bruce's estate?—Yes.

11098. Was that done on a valuation?—No, simply

the landlord's will. The rents were raised during the time of the present Mr. Bruce's predecessor by the then agent, Mr. Babington. I have an instance before me—Robert Withero, he had a farm at £31 rent, but he happened to disagree with his landlord about the vote for Member of Parliament, and his rent was raised from £31 to £75.

11099. When was that?—At the time of Mr. Greer's election, fifteen or sixteen years ago.

11100. The O'CONOR DON.—That was before the Land Act?—Yes, since that he has gone on raising rents in the same way.

11101. CHAIRMAN.—Do you think such restrictions as this have led to a feeling among the tenants, that the tenant-right may be done away with eventually?—Certainly. We look upon it as quite against our interests and against the first principles of justice, that a landlord can add to the rent at his pleasure, and in other ways lessen the value of the tenant's interest.

11102. Does it operate to prevent improvements by the tenant?—Of course it does.

11103. Mr. SHAW.—Have all the improvements been made by the tenants on Mr. Bruce's estate?—As far as I know all the improvements were done entirely at the expense of the tenant. There may have been instances where a man gets a present from the landlord which I cannot look upon as more than an acknowledgment that he is pleased that the tenant is making improvements.

11104. The general rule is that the tenant makes the improvements?—Yes, it is an exceptional case where there is any assistance given by the landlord.

11105. The O'CONOR DON.—What is the general price of tenant-right on that estate?—I cannot exactly say. I have not known any instances of sales, except one, which was a disputed sale, and in that case it was £20 an acre.

11106. How many years' purchase?—Twenty-eight years' purchase. The tenant-right varies from twenty to fifty years' purchase in the district.

11107. Was there a lease?—No lease.

11108. Does he restrict the price?—He did in this instance, he took the farm into his own hands and let Mr. Coffey give judgment against him.

11109. Are there many cases in your district?—I may say none, or hardly any. I only know of one or two old leases, that are running out. As a matter of course the nearer the end of a lease the nearer the beginning of unpleasantness.

11110. Have landlords been anxious since the Land Act to give leases?—Not more than they usually were before the Act, but where they did offer to give leases there was a clause doing away with tenant-right. In one instance, the Fishmongers' Company put some clauses in their leases which were injurious to the tenants; the tenants resisted, and were successful in making the Company accede to their views, and the leases were drawn more fairly.

11111. What is the general character of the rents in your district, are they moderate?—There are instances where they are fair and instances where they are extreme. They are extreme on parts of the estate on which I am a tenant myself.

11112. Are they rents which have been fixed within the last few years?—The last of them was fixed within the last three or four months.

11113. Was that on a change of tenancy?—No; the landlord sent his valuator, and raised the rent according to the valuation put upon it.

11114. Was that under a new rule?—No, he was only putting on a new rent; he said he would not interfere with the tenant-right, but simply wished to get a fair value for his land.

11115. Was it a periodical valuation?—Yes; as far as the period goes there was no objection—it was after twenty or twenty-one years.

11116. You think the rent put on was excessive?—I do.

11117. Did the tenants make any objection to the increase?—There was no use in objecting—they should

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either submit and pay the increased rent or walk out. One of them was evicted for refusing to pay, but he was put in again. We look upon it as a great hardship that in those cases where the landlord sends his valuator, the tenant has no *locus standi*, and no person to represent his interests.

11118. Is he heard before the valuator?—No, he knows nothing about the valuation; he does not even see the valuator—he is simply told, “Your rent is so and so,” and if he does not pay there is a notice to quit.

11119. He is not given the items of the valuation?—No; he is merely told what his rent is to be. This was done on the estate on which I am a tenant myself, and on which we have, on the whole, a very fair and just landlord, Mr. Beresford, D.L. I give him a high character, on the whole, as a landlord, but I think he is getting more than he has in justice a right to get. We object to the increases of rent that have been made on the estate, upon the ground that the tenant is not given a *locus standi*. He is not allowed to open his mouth; he may object, to be sure, but what remedy has he? If he does not pay the increased rent he gets a notice to quit, and all he can do is to serve his claim under the Land Act, and on the trial of the claim the rent is to be adjusted, and he has to depend on the judgment of the Chairman of the County Court, whether a good land valuator or otherwise. If he considers that the rent sought to be put on is not an exorbitant rent, he will give his decision against the tenant, and so far I do not object. But the tenant would be hardly treated in case it really was an exorbitant rent, if the decision should be against him, for he would lose his tenant-right, because, in the judgment of the Court, he was unreasonably unwilling to pay a fair rent; whereas, in my mind, even if the tenant acted unreasonably in refusing, he ought still to get the balance between the value of his tenant-right and whatever arrears of rent were due.

11120. In case he goes out?—He must go out.

11121. Do you also see an objection to his being obliged to be in Court before he can know what he is to get, and before he knows what the terms are?—He will hear the rent in the office. If he objects to the rent he will be brought into Court upon an ejectment. He then takes a proceeding himself, in the form of a land claim, which is either refused or granted, according to the judgment of the Chairman of the County Court. If he considers the proposed rent exorbitant he will give judgment for the tenant; if he does not consider it exorbitant or unfair he will give judgment against the tenant, who thereby loses his tenant-right if he is out of possession. This is a most unfair state of the law.

11122. He must first go out of the farm?—Not necessarily, before the land claim is heard, but he must give up possession before he can get the compensation—which is the only thing the chairman can decree, except on consent.

11123. When you say the tenant knows nothing of the valuation, does not the valuator when he goes on the land ask the tenant to point out his improvements?—No; he simply goes and values the land, including the tenant's improvements and all. He never asks the tenant to show him what improvements he has made.

11124. I suppose the valuator says to the tenant, “I am called upon to value the property as it stands, and I must let the landlord and tenant settle what the rent is to be, having regard to the improvements done by the tenant?”—Yes.

11125. He values the farm as it stands—improvements and all?—Yes.

11126. CHAIRMAN.—He does not consider how much of the value is due to the improvements effected by the tenant?—He does not consider a ha’porth about it.

11127. MR. SHAW.—The tenants get no satisfaction?—None has, even in the case I alluded to the tenant got no satisfaction.

11128. MR. KAVANAGH.—Who is the valuator that is generally employed to value the farms here?—There are different valutors.

11129. Have they told you that they value the tenants' improvements?—Yes. They take the land as they see it, and value it in its actual state. The reason I can prove that statement is this: On the same estate there are two tenants adjoining each other, their farms of equal extent, quality, &c. On one side of the fence there is a farm held by an industrious, hard-working man, who has improved and reclaimed his land. On the other side of the fence there is a farm occupied by a lazy tenant who has made no improvements. The valuator visits them both. On one of them—the one that has not been improved by the tenant—he puts the old rent, without any increase; while on the other farm, which has been improved by the expenditure and exertions of the tenant, the rent is doubled. Therefore, I conclude that, whether he tells me so or not, the valuator does include the improvements of the tenant in the valuation he makes.

11130. CHAIRMAN.—Are you able to give us any information with reference to tenants becoming purchasers of their holdings?—Yes; there have been some cases of it, but it is entirely confined to the Church lands.

11131. Were the Church lands in your neighbourhood mostly bought by the tenants?—They were, whenever the tenant had the means, or could procure the means. Those who did not buy, it was because they were too poor.

11132. What condition are they in now? It has been in operation too short a time to allow of any opinion being formed as yet. Apparently they are doing as well as they can. Those that were able to purchase without borrowing the money are in a flourishing condition, and making great improvements. Where they had to borrow a large portion of the purchase-money they are in a struggling way. Some of them have their holdings very heavily mortgaged.

11133. MR. SHAW.—They are not worse off than their neighbours?—No. As a matter of course, we are not so sanguine about tenant proprietary if we got what we are looking for—fixity of tenure, fair rents, and free sale.

11134. You think that would satisfy the tenants?—That would satisfy the generality of the tenants; at the same time, it would not prevent the tenants from becoming owners of their farms, in case they were in a position to purchase—and I think it would be desirable in some cases, where part of an estate could be sold without deteriorating the interest of the landlord in the remainder.

11135. You would not force a landlord to sell?—I would not.

11136. Where the tenant was willing to purchase, and the landlord willing to sell, you think it desirable?—Yes.

11137. And would assist the tenant to carry it out?—I would.

11138. Tenant-right, in its purity, you say, would give satisfaction?—Yes. I look upon it as the untrammelled right of the tenant to the occupancy of the soil.

11139. And the doing away of it on some estates has given a great deal of dissatisfaction?—Yes. The dissatisfaction has risen to a high pitch. The tenants don't wish to get into an excited state against their landlords—they have been up to the present on the best terms with them, and hope to continue so. We object also to the rules as to turbary, and we claim that, when there is turbary on an estate, every tenant should have the right or privilege of cutting as much turf as he requires for his own use at a fair and reasonable charge.

11140. Are the charges high now?—They vary; in some cases they are very high. From a shilling “permit” it varies, until, on some estates, it is charged as high as a shilling a perch. I know estates where the tenants give 2s. 6d. or 5s. a year for permission to cut turf, and often, where a man has it on his farm, he is charged for cutting it; and, even if there was a concession made to him, giving him liberty to cut it on

his own farm, he is sometimes changed to his neighbour's farm, and then he is charged the full turbary rate.

11141. The landlord keeps it in his own hands?—He keeps the privilege of turbary in his own hands.

11142. The O'CONOR DON.—Is that the case on all the estates?—It is the case on all the estates. Since the last election here, for some cause or other, on a neighbouring estate, it has been raised three times on the tenants, and the increase has caused a great deal of dissatisfaction. Tenants are forced to think it was because they made use of the privilege of the Ballot in a way that did not satisfy some people.

11143. The privilege of turbary existed more freely in the olden times than it does now?—No comparison. It was not restricted then: now it is restricted. I would qualify that answer by stating, in the olden time turbary was more easily got, and there was more of it—it is not so plentiful now. Therefore, a reasonable charge for it would not be objected to; but, when it goes beyond reason, they do object to it.

11144. Are the farms small, as a rule, in your district?—In the mountain districts they are small—from six to ten acres of arable; when you come down to what are called the "home lands," they increase up to fifty or sixty acres.

11145. Are they able to live on those small farms comfortably?—Well, considering the times and the circumstances of the country, they are comfortable.

11146. The rents are not oppressively high?—In some cases they are—in many others they are reasonable.

11147. Mr. SHAW.—Is there much weaving done in your district?—No, indeed; all that has disappeared. It is now done by machinery, and the hand-loom trade has gone out of the country. I wish to state that the tenants are of opinion that, in regulating rents, a period should be fixed which would not be looked upon as unreasonable for revaluing rents, and that some tribunal should be established upon which they should be fairly represented—such as an arbitration—and, having got their award, to verify it in the presence of the County Court Judge, who would give it the sanction of law—they think that, inasmuch as they would be fairly represented on the arbitration, there would be no possibility of prejudice in favour of one party or the other, or any unreasonable hardship inflicted.

11148. Would there be any danger, do you think, if such a system of revaluing rents were adopted in the country, of there being a general rise of rents?—No doubt in some places there might be a considerable rise of rents. It depends upon how the tenants get a right to cultivate the waste land. If a landlord gave a farm to a tenant to reclaim it, at a nominal rent, in that case, at the expiration of a certain time, it would not be unreasonable to have a valuation made; but if from the beginning the landlord got the real value of the land—previous to the improvement—if he got that from the beginning, then I think it should be looked upon as a perpetuity.

11149. Of course arbitration would only be necessary in case there was a dispute?—Of course; if they agreed between themselves nothing more need be done. Nothing is more beautiful than to see an amiability existing between them. It is only in case of a difference between tenant and landlord that there need be a resort to arbitration. In that case I think it would be quite right to settle by whom the costs were to be paid—if the landlord were found to be in the wrong, if he were asking too high a rent, in that case it would be right that he should pay the costs; on the other hand, if it appeared that the tenant was unreasonable, if he refused or objected to pay a fair rent, then he should bear the costs; or if both parties were in the wrong let each party pay his own costs.

11150. The existence of such a tribunal—and of such a rule as to the costs—would render parties more willing to come to a reasonable understanding?—Certainly; and would prevent litigation, and it would infuse confidence in the minds of the people. The tenantry are very anxious to have these principles

established—fixity of tenure, fair rents, and free sale to a proper tenant, giving the landlord a right of reasonable objection.

11151. Do you consider this question of fixing of rent to bear strongly on the reclamation of waste land?—Certainly; on the grounds I have just told you.

11152. Is reclamation of waste land going on much in your district?—It is pretty fairly—not so much as some years past.

11153. Is that from a fear of losing the value of it?—Yes; from the fear of being obliged to pay, not on the value of land reclaimed, but upon the valuation put upon it by reason of the expenditure of the tenant. We do not deny the right of the landlord to have a fair return for his land. On some estates perhaps a shilling an acre is charged for unreclaimed land; and where that is the case, at the end of twenty years, the tenant should not object to a fair increase of rent—always give him credit for the amount of his expenditure, for that is his capital, his property in the land, as much as the fee-simple is the property of the landlord. We are very tenacious of that; we do not like that our money, our time, our labour and sweat should become the property of another man. We go for fixity of tenure, free right of sale, and fair rents.

11154. Mr. SHAW.—In case of non-payment of rent you do not object to a man being turned out?—No; if a man does not pay his rent he should not be allowed to keep his farm. But I think it very hard that a landlord should be allowed to take advantage of a year in which a man could not pay his rent. Suppose there was a bad season, or a couple of bad seasons, or that the tenant sustained some misfortune, and was behind-hand with his rent one year, it would be a bad thing for his landlord to take advantage of that and turn him out without any compensation. We think that three years' limit should be allowed, and if he did not pay then the landlord should put him out and sell the farm, and retaining from the price the three years' rent and the costs of the proceeding, he should hand over the balance to the tenant. I don't see why a man should forfeit his tenant-right because he has been so unfortunate as to be unable to pay his rent.

11155. Mr. KAVANAGH.—You would make three years' rent the limit at which the landlord might evict?—Yes; or if the landlord considered that there was stock or produce on the farm sufficient to pay the rent, let him process the tenant and levy it.

11156. By distraint?—No, by ordinary execution like any other creditor. Another thing I would say—If a man was a bad tenant, if he persistently annoyed his landlord by keeping two years behind in his rent, I think it ought to be left to the discretion of the judge whether in such a case an ejectment should not issue.

11157. You say that fixity of tenure, fair rents, and free sale would give satisfaction?—Yes.

11158. How would you arrive at the fair rent, for that seems to be the difficulty everywhere?—The fair rent would be estimated in this way—First taking the natural quality of the earth. Any competent valuator would be able to say what the value of a certain piece of earth is that would be under consideration. The next element would be the ease or difficulty with which it can be cultivated; for in one place you will find land which requires very little labour and expenditure to make it productive, whereas in other places land is rocky, heavy, and difficult to cultivate, requiring a great deal of labour to bring it into cultivation; all that, of course must be taken into consideration. The next element in valuation is the convenience of a farm to a market, that is a most important item.

11159. What court would you have for determining these matters?—I consider a court of arbitration, such as I have already referred to—a competent valuator appointed on behalf of the tenant, and another on the part of the landlord, with power to those two persons to select a third in case they were not able to agree, and let those men come to an honest conclusion like any other arbitration.

11160. In settling a scheme of this sort of course we must provide for every difficulty. Suppose the

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two could not agree upon a third man (for that sometimes has happened), how would you appoint the umpire in such a case as that?—In that case I would give the parties a right to go before the County Court Judge, and ask him to appoint a third man to be umpire.

11161. Would you make the Judge the umpire?—No, I would give him the authority, in such a case as that, to appoint an umpire—some man taken from some other part of the country, and being quite independent of either party.

11162. The O'CONNOR DON.—Have there been many evictions in your district during the last year?—I cannot say that there have been any evictions for the mere pleasure of evicting.

11163. Have there been evictions for non-payment of rent?—There have been some in Donegal, and a few in Derry; not a great number.

11164. Were any of a very hard character?—Well, it is hard enough where a man has to leave his farm, but I don't know any extreme case such as would excite public indignation.

11165. Have the landlords made any reduction in the rent last year in the mountain districts?—In general they have. On the estate to which I belong he has not made any reduction, that is to say, no positive reduction. He has offered to take the old rent, and not to require the new rent. I call that a negative reduction.

11166. Were the crops bad for the last two years?—They were not good.

11167. I suppose the failure was not so great here as in some parts of the country?—Well we pulled through, we tried to do so without resorting to any charity.

11168. This year's harvest is better?—Yes; they have a grand crop this year, and if there were good prices now we would be able to pay this year's rent, and may be a little of the last. There is an observation I wish to make on the subject of fixity of tenure, and allowing no landlord to put a tenant out. It may turn out, perhaps, that sometimes some good may be effected in a neighbourhood by a tenant being put out. I will explain what I mean by an illustration. In backward localities, where there is no market and no mill, and where it is inconvenient for the tenants to get the crops off their hands, or to get their meal ground, except by going perhaps twenty or twenty-five miles. In a case like that, where the general public would reap an advantage by the landlord taking a farm into his hands for some purpose of this kind, either a mill or a market, he directly improves his estate, and indirectly he improves the neighbourhood, and he will always reap some advantage from that. In a case like that, as in the case of a railway, or in the case of any other object for the public good, such as making public roads, if you go through a man's farm compensation is made. I would say that would be a reasonable case where a landlord should have a right to take the land from the tenant, who would have to go out for the general good; but I consider that, in that case, he ought to get the full value of the farm, and a sum of not less than half as much again, to make up for compulsory sale, and the inconvenience and hardship of being turned out of his place. Another remark I was going to make is this: in case the authorities did not think fit to give fixity of tenure (which, I hope, they won't refuse us), that, in case of capricious eviction, the landlord should be obliged to pay a sum equal to double the market value of the place. When I say a capricious eviction, I regard it as the case of a landlord putting a tenant out because he happens to have the power, without reasonable cause shown. As a matter of course, that has no application to any case in this neighbourhood that I know of, but, as Mr. Kavanagh remarked, we must provide for extreme cases; and I think it is quite right that a tyrant of that kind should be punished. Then with regard to tenant proprietary, we think it should be encouraged as far as possible; and where an estate is in the market, the

tenants should have the option of buying—suppose all those upon a townland, or upon an integral portion of the property joined, so as not to deteriorate the remainder, and the Government should assist them to purchase.

11169. Mr. SHAW.—Would many tenants be able to provide one-fourth of the purchase-money?—I think the great majority would be able to provide one-fourth. They are an industrious body of men, as a rule.

11170. What is your opinion as to subdivision?—We disapprove of unlimited subdivision. Even if peasant proprietary was established, we consider that allowing subdivision without restriction would lead to the ruin of the country.

11171. What limit would you assign below which subdivision should not be carried?—I think anything under twelve acres would be unreasonably small. I would not like, for myself, to see farms go under twenty acres, but certainly from ten to twelve acres would be the smallest I would allow, for I consider that is the smallest quantity a man could live upon with any degree of comfort.

11172. Mr. KAVANAGH.—Do you think a man could live on ten or twelve acres without any other means of support? Suppose a man had only the land to depend on for his living, what is the minimum quantity that would support him?—I think an industrious man could live on ten acres of arable land.

11173. And a man that was not could not live on twenty acres?—Certainly. It is wonderful what a man can do with ten acres of arable land when he puts his shoulder to the work of getting the utmost he can out of it. I would not like to see farms less than fifteen or twenty acres, but we could make the limit no less than that.

11174. Is flax grown extensively on your district?—Yes.

11175. Does it pay well?—I am sorry to say it does not.

11176. Do they get their corn ground at a mill?—Many of them get as much corn ground as does them. They eat a fair share of oaten meal, and they use a good deal of Indian meal. It is not good for some constitutions, I hear, but we consider it useful.

11177. The CHAIRMAN.—On the question of subletting have you any observations to make?—I think it would be right to allow a tenant to sublet, but he should get the permission of the office.

11178. I suppose you would restrict that in the same way as you would restrict subdivision?—I would. In some cases men sublet the whole of their farms if any misfortune comes on them, and go to Scotland or England to make up their loss. They let their farm to some one for four or five years, and after they have recovered their position to some extent they come back and take up their farms again. As a matter of course, these are cases that we might easily lay down a rule for, but to allow people to sublet as much as, and whenever, they pleased, would be an encouragement to lazy people who neglected their land, and could not pay their rent, to sublet it to other parties, and would lead to a great amount of litigation and inconvenience.

11179. Mr. KAVANAGH.—Is a farm that is held by a man who goes away in that way subject to tenant-right when he comes back?—I do not know a case of any landlord, where a case of that kind has occurred, taking advantage of it, to take away the tenant-right. I do not see why any occurrence of that kind should destroy it. If a man's title to his property rests on justice, why should he lose it because he has been unfortunate.

11180. You say you know cases where a man lets his farm to another for a short time, and goes away to Scotland or England to labour, and then comes back and resumes his farm?—Yes.

11181. Does the man to whom he lets his farm in that way buy the tenant-right?—No; the man takes it from him for the time he is away. On condition of allowing him something every year in addition to the rent, which goes to assist the family, or to clear off

arrears of rent. I hold a little piece of land from an adjoining tenant myself. I took it from him to assist him, and advanced him money for his requirements. I do not live by farming, but I have some knowledge of the management of property, having been all my life in the country, and farm to a pretty large extent.

11182. A man going away under the circumstances you mention would generally leave his family in the house behind him, and give the land to some neighbouring tenant to cultivate while he was away?—Yes.

11183. He then goes away for a time, comes back with whatever money he has saved, and resumes the occupation of his farm?—Yes.

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The Earl of Leitrim.

11186. CHAIRMAN.—Where is your property situated?—In Donegal and Leitrim.

11187. What is the extent of your property?—About 60,000 acres in Donegal, and about 2,000 acres in Leitrim.

11188. Is all that property held by tenants under the Ulster custom?—The Donegal property is but not the Leitrim.

11189. State what the custom is which is called the Ulster custom on your property?—It is the sale of the good-will subject to the landlord's approval of the incoming tenant, the landlord having the right of pre-emption; of course the good-will includes the improvements.

11190. Includes the tenant's improvements?—Includes the tenant's improvements; arrears of rent being paid before the new tenant is given the farm.

11191. That is the Ulster custom generally, I think?—There are certain customs pretty general, but what always, in my grandfather's time, was recognized on the estate, was that the bailiffs were told to inform the neighbouring tenants that the farm was for sale, and they were always to have the preference, if they could give a reasonable and what was considered a fair price.

11192. You did not have proposals from others first, and then let the tenants bid up to that amount if they chose?—No; the neighbouring tenants were always told first.

11193. And it went to the highest offer amongst them?—Generally; but if the outgoing tenant was not satisfied, you went further afield, and if between landlord and tenant, they were not considered able to give a sufficiently high price, they went further afield, but there was that custom before the Land Act, as far as I can make out from letters of my uncle, where the price could be realized on the estate.

11194. Was there any mention as to the number of years' purchase?—No; no mention as far as I can gather.

11195. Are there any fixed periods for changing the rent?—I think the period of change of tenancy was always looked upon as a period for reconsideration of rent; in fact that was expressed in the custom as I have it written down, that the incoming tenant was placed in precisely the same position as the outgoing tenant as regards revaluation of his holding or otherwise, and that he was placed on exactly the same footing as the outgoing tenant.

11196. But as to the raising of the rent?—The outgoing tenant was subject to a rise of rent if the landlord thought it was due.

11197. Before the sale?—Before the sale; at any time.

11198. Then the seller knew he might be subject to a rise of rent if the condition of agriculture improved and prices rose.

11199. Mr. SHAW.—Is the valuation periodical or on changes of tenure?—I don't think I am aware of any periodical valuation, but generally it was at the time of the change of tenancy, and the incoming tenant was always informed that he would be liable to an increased rent supposing the condition of agriculture improved and that he was not to suppose that that was a constant rent.

11184. Of course it is not a very common thing, but it occasionally occurs?—Yes.

11185. CHAIRMAN.—Is there any other matter you wish to mention?—I wish to say if the whole country came under the rule of peasant proprietary, as a matter of course they would hold in perpetuity, and, I suppose, the right in the absence of a will would go, according to the law of primogeniture, to the eldest son, and that would lead to great injustice. The country people, if they make a will, think they must die. I think the law of primogeniture should be altered. I don't see why the eldest son should be considered nearer to his father, or having more right to his property than any other child.

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11200. Were there any leases?—Oh, yes, a great number of leases, and it is where there are leases that the greatest distress has occurred on my estate.

11201. In consequence of the long leases?—Yes; the long leases and the subdivision. I have a list of the number of cases of subdivision on the two estates in Donegal—there are thirty-five on one estate and forty-five on the other—about eighty cases of subdivision. I mean eighty farms have been subdivided. I don't mean to say there are only eighty subtenants, but that eighty farms have been subdivided, and in some cases the number of subdivisions goes up to six and in one case to nine.

11202. Were they large farms?—The case where there were nine subdivisions was a farm of only fifty-six acres, and the rent was only £10 13s. 7d., while the valuation was £17 10s.

11203. Were they mountain farms?—No, they are not mountain farms. Here is a map of the place—Drumdutton including three farms, and all these are subdivided. The map shows the subdivision into little patches. It is not a large place.

11204. What is the acreage?—The gross acreage is 454.

11205. Mountain and all?—Yes; 270 acres of tillage land; 454 acres, mountain and all.

11205A. CHAIRMAN.—This was originally three farms?—Yes.

11206. And they were subdivided?—Yes, they were subdivided contrary to the regulation of the estate, and it has been impossible, as far as I can gather, strong as is the watch and overlook, to prevent it, and discover it in time.

11207. Was it long ago that these subdivisions took place?—Yes, it is a long time ago.

11208. Each ran up a house, and then a piece of land was added?—Yes; it began by gradually creeping on—first of all they put a fire into the barn.

11209. They begin by what they call two smokes?—Yes; always two fit into the barn first, and then a son marries, or something like that, and he lives in the place. It is a wretched state of things, and the worst of it is that it continues since the Land Act. Numbers and numbers of cases have occurred since the Land Act, and we are trying to grapple with it, but we have so many tenants to look after that even with the number of bailiffs I have it is almost beyond our power to watch them. I have 1,720 tenants.

11210. Mr. SHAW.—Are these people who live on pieces of the farm sons of tenants who marry?—Yes, sons and daughters sometimes, but not always.

11211. There is nothing else for them to do—there is no industry in the place to which they can turn?—There are local industries which they make money out of. There is fishing, which ought to be encouraged a great deal more than it is. We have got a fishery pier there now, and I hope we will do something. There is the kelp and seaweed, and the people have great advantages in that way.

11212. There is no weaving?—There is hand-loom work, but it is dying out.

11213. They don't emigrate?—No, not very much.

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A certain number have gone this year. A great number of young women.

11214. CHAIRMAN.—You say they are in a distressed state?—Yes; in all my leased lands there has been more distress than in any other part of the estate, and where these subdivision cases exist. The townlands under lease have been in a wretched state, and if it had not been for my work there this year there would have been bad business there this year—no doubt about it.

11215. Have they held pretty well round the dwellings or are they scattered?—This map shows the distribution (map produced). These are several farms.

11216. You find it very difficult to persuade them to arrange it into shape?—Yes. Here is a townland with subdivisions shown in colours, in which, in my uncle's time, at a great expense and trouble, he had a surveyor who took months to survey the place so complicated is it. These marks on the map are simply houses with a little garden to each. This townland of Ballyhoorisy was in a most wretched state. They were fighting amongst themselves, and they had all agreed to have their farms squared except one man who holds this townland for years in this miserable state. I am told this man is willing and ready to arrange it now. That man was in danger of losing his life from holding out, and keeping the forty-one tenants in chancery as it were.

11217. Mr. SHAW.—Was he a large tenant?—No; a small man.

11218. Was it just from crossness or was his interest interfered with?—No; the arrangement was, as I am told, that they were to agree to sign surrenders of their farms, and that no man should know until he had signed the arrangement that was in store for him. This was made by the valuer and surveyor.

11219. Was the valuator appointed by the landlord?—Yes.

11220. They had no objection to that?—No. He was a man rather liked on the estate, and the fact of forty-one agreeing to his arbitration is strongly against the man who would not agree.

11221. I suppose you will be able to carry out the change by degrees?—I think it will be carried out eventually.

11222. CHAIRMAN.—When a lease drops are these people taken on as direct tenants?—Leases have fallen in since I have been in possession of the estate, but I have not dealt with them so far. I have had so much distress to deal with that I had not time, but as a rule they are. One has power under the Act to deal with these cases of subdivision summarily, but the hardship is so great if you do deal with them summarily that one doesn't exactly know what to do. If one cannot see these people out of the country in some sort of way you have not the heart to turn them out.

11223. Then you leave them for the time under middlemen?—Yes.

11224. Does he make a large profit out of them?—That I cannot say. The difficulty is, if you alter the state of affairs, and you make them tenants, you then become subject, in the event of having to deal with them hereafter, to be mulcted so tremendously in the Land Court. If you take them out of that position of subtenancy, and then are flush of cash some day, and say, "Here is your passage to America," they will meet you by saying, "We will see you further. We are tenants now."

11225. Then you leave them as they are, and it is rather a deadlock?—I have never attempted to deal with them, but that is the difficulty.

11226. Mr. SHAW.—You have a great deal of mountain land?—Yes.

11227. Is there much of that improveable?—No, I think not. I have certain mountains that are improveable.

11228. Would it be possible to draft these people to this land and give them their holding at a progressive rent—give them a better means of subsistence, and relieve this place—with their consent, of course?

—I am afraid there would be a difficulty, because the people neighbouring these mountain lands lay a sort of claim upon them. They are improving them by degrees. They have the run of them, and it would take away from their holding and their prospective improvements.

11229. There is nothing that could be called waste lands which could be reclaimed, and upon which there could be fresh tenancies created—is there much waste land?—No. I don't know of any in my neighbourhood. There are these improveable lands. Cutting away of bog gradually and so on would, no doubt, leave room for improvement, but if you draft a number of these tenants from thickly-populated districts there would be a great deal of disagreeableness.

11230. It could only be done with their full consent?—They would not consent. I don't think the people themselves would go if you tried to draft them out of one of these new lands.

11231. They would as soon go to America?—They would sooner. If I had the money to send them to America they would go like a shot.

11232. Were there clauses in the leases against subletting?—Yes.

11233. Don't you think your predecessors in standing by and allowing this subdivision to go on have committed themselves to it?—I think they have, and I think they have acknowledged it. I think my uncle acknowledged it, but that is one of the hardships—that you have to acknowledge it unless you catch them on the ground at the moment. These cases existed in his time, but he never did anything, although he was continually serving notices against subdivision. Therefore, I feel I should be slow to enforce what he did not enforce. I have the difficulty in regard to making them tenants while the present Land Act exists, for I should be unable to deal with them where they existed before the Act, but there are recent cases on my property which have taken place since the Land Act, and these are cases with which I think I shall not be long in dealing.

11234. CHAIRMAN.—Are the new holders under the leases persons who usually reside on the land, and work part of it themselves?—Yes; and very often a very small amount.

11235. They receive the rents from the sub-tenants, and then pay the whole rent themselves?—They have taken fines in many cases; I think something of that sort. There is a case in which the original holder pays only £1 as his portion of the gross rent.

11236. Do under tenants pay you in the office?—No, the head tenant is supposed to bring in all the money, for if I once gave a receipt to one of these people I would have committed myself.

11237. What are the rents on your estate compared with the valuation. I see one case in which the rent is £23, and the valuation £35. The valuation on my estate is, undoubtedly, low in many cases, and in many of the decent-sized farms the rent is considerably above the valuation.

11238. Here is another case, £10 13s. 7d. rent, and £12 valuation, and another of £10 13s. 7d. rent, and £17 valuation?—Yes.

11239. Mr. SHAW.—Are the holdings you have, marked in red on the map, separate holdings?—No, some of them have got a bit elsewhere.

11240. CHAIRMAN.—Do they hold them under a middleman with tenant-right?—Well, of course, we don't know that.

11241. Mr. SHAW.—Do they sell and buy amongst themselves under him?—No; I think they carry on from father to the son.

11242. CHAIRMAN.—They are tenants from year to year?—From him, I suppose so.

11243. Mr. SHAW.—The fishing should greatly benefit them?—I don't think the benefit would reach these people, but on the coast they make nets, and fish, and these people could be rich by fishing. It is very poor land, and numerously populated with forty-one

families. Part of this was bought by my uncle not very long ago.

11244. CHAIRMAN.—Take one of these farms still under lease, is it considered that the tenant-right would exist at the end of the lease?—No; there is no doubt about it, it was never intended to exist at the end of a lease, but whether you would allow it to exist, is a matter of discretion. There are certain cases in which one would have to admit some sort of tenant-right. Now we have to deal with the Land Act, and it is very difficult to replace what was in existence before. If there was no Land Act in existence you could deal with such case on its own merits. If a lease drops you practically cannot turn all these people off unless you pay their passage to America.

11245. Mr. SHAW.—In case where the farm has not been cut up, you give them tenant-right at the end of the lease—you don't turn them out?—No, never turn them out; we readjust the rents.

11246. You allow them to stay on at a fair moderate rent?—Yes.

11247. That is the meaning of the lease as the rent is to exist for a certain number of years?—Yes. If I turn them out I must give them something.

11248. You feel bound to recompense them?—Yes.

11249. CHAIRMAN.—This is part of the property in the tenant-right county?—Yes.

11250. There is no tenant-right on the other property in Leitrim?—No.

11251. Taking the tenants generally what is the position relatively when tenant-right exists, and when it does it not exist?—It is rather difficult to compare the two properties, one is better land.

11252. Leitrim is better land?—Yes. This particular bit of Leitrim is rather good land.

11253. And the people are generally better off?—As a rule. These are just comfortable sized farms, that they should be able to get on pretty well with, but in the other case the farms are all too small.

11254. Partly for that reason I suppose the Leitrim tenants are more satisfied and well-to-do?—Because they are larger farms; in fact in Leitrim the farm really supports the family, but the people cannot be thoroughly dependent on the land here.

11255. Do you think that arises from the Leitrim people being under a different system from tenant-right?—It so happens that these people are, as a rule, better off than the Donegal people.

11256. Does that arise more from the goodness of the land than the tenure under which the people hold?—Yes, I think that is the cause. The two bear really no comparison.

11257. Is there a desire amongst the Leitrim tenants to be under the tenant-right system?—I should think they would like it. There is no doubt about that.

11258. Mr. SHAW.—How do you do with them on a change of tenancy; if a man from any cause has to leave his farm, do you allow him to get anything from the incoming tenant?—No. If I have (as I have had) to evict for non-payment of rent I have given them something to give quiet possession, and to help them to make a fresh start. It is not supposed to be the price of the good will, but it is simply that the poor people are paupers, and you give them something to relieve them, for we cannot always make labourers' places for them.

11259. There may be cases of broken down people who may not want to change?—I have not had any such cases.

11260. Have you any property in Monaghan?—No.

11261. In a case where a man wanted to change, would you allow him to get something from the incoming tenant?—In Leitrim I certainly have thought over it, but in a case this winter the man did not take advantage of it. I don't exactly know why. He was run down, and I did not know exactly what to do about it. I thought I would try and give him leave to sell. He said he could pay rent no longer. I told him I would give him leave to sell. It is a very dangerous thing to do with the Land Act before one, because one is always liable to be told that this is allowing the custom.

However, I risked it, and I thought I would make the experiment. It is the only case that occurred on my estate, and the result was he immediately paid his rent. Sept. 29, 1880.
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11262. He did not sell?—No. He borrowed the money on the strength of getting that leave, for it at once gives you power to borrow.

11263. It did not do you any harm?—No, I got my rent there, at all events, I got some of the rent that was due, I got a year's rent—that satisfied me.

11264. Do the tenants make the improvements?—No, I have been making the improvements.

11265. Have you built houses?—Yes, my uncle always did that.

11266. And made drains?—Yes, made all the improvements. There is no doubt about it, the tenants do some, as they do on every property.

11267. I mean the improvements usually made by the landlord?—Yes, I make the improvements.

11268. CHAIRMAN.—Then you don't think that leases are a remedy for what are called dissatisfied tenants?—I don't think they would take leases. Indeed they have practically got a lease under the new Land Act.

11269. We hear generally that the tenants are not inclined to take leases?—I believe they are not in the least.

11270. And we have also been told that the principal reason in tenant-right districts is that there is usually something put into the lease to bar tenant-right?—I have never tried it.

11271. But in known tenant-right districts is there something usually to bar the working of the Land Act?—I have never attempted to bar tenant-right. On my Donegal estate in fact I should fail to succeed.

11272. Mr. SHAW.—You would not chose to do it?—I don't think it would be my own interest as it happens.

11273. CHAIRMAN.—Entirely changing the ideas and customs on a property at once causes dissatisfaction?—Certainly, and the old custom must creep in again; the majority would still have it, and it would shortly creep in again.

11274. What you say is all going down as a means of coming to some arrangement between landlord and tenant—is there anything you would like to suggest as an amendment of the present relations?—That is a matter of very great difficulty indeed.

11275. Mr. SHAW.—You have not had the estate very long?—No, I have no business to come before you.

11276. You have not had any change of tenancy?—Yes, I have, considering the times, had a good number, and I think it is rather remarkable that on an estate in these bad times, in less than a year twenty-four tenants on poor, very poor, holdings have sold their good will for £2,354.

11277. The O'CONNOR DON.—That was in Donegal?—Yes.

11278. Mr. SHAW.—Were they broken-down tenants?—Yes.

11279. And they sold under the tenant-right system?—Yes.

11280. Did you put on any additional rent?—No, I don't think in any case there was an additional rent put on.

11281. The difficulty we find is the system of putting on the rent when there is a change of tenancy?—Yes, there I should disagree with the tenant completely, and I give what I consider on my estate a very good reason for raising the rent at that particular period—I think it is the most convenient time as a rule. One reason is, I consider a great deal of my land is let at such a rate that it is what is called live and let live in a great many cases. For instance take some of these farms here; they are below the Government valuation, and I am perfectly certain, the land as compared with the neighbouring townland is of equivalent value, and in some cases of greater value, and the fact of having people upon it is a reason why you defer, and are disinclined to raise the rent, but

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the time you give that man the privilege of joining one farm to another is a very fair time for revaluing your land.

11282. But admitting that this is the best time, would you put any limit on the power of a landlord to increase the rent, by arbitration, or anything of the kind in cases of dispute?—I think that sort of thing must be done between man and man.

11283. But in the cases we have had before us, in which the rent had been largely increased on the tenants who had done all the improvements, building, drainage, and reclamation, don't you think that if that can be done under the law, the law is a very unjust thing, and the result will be to produce a very bad effect in the district generally?—Yes.

11284. Would it not be for the interest of the landlord, and of the community generally, that there should be some means of settling the dispute?—It would be a very pleasant thing if you could get such a board as would please both parties.

11285. It would not hurt the landlord?—It might.

11286. If the lands are let reasonably?—If you could get the lands let reasonably, but it might be injurious to the landlord.

11287. In the same way as you might do injury to the tenant by the other system. Where a man is an independent sort of man he would stick out for what he considers a fair rent. But he has nothing else, in 99 cases out of 100, but to submit, or go to America or some other place, and in many cases they would submit to any rent sooner than change, and it is a very unfortunate thing to have a feeling of oppression amongst a people. Under these circumstances would you think it reasonable there should be some tribunal so that the landlord might say, "If you think this is unreasonable, we must call in a friend to judge between us"?—It is not a new man and the landlord, but the old friend, the old tenant, and the landlord, and neither wants to part company. Of course, speaking from my point of view, I should not, I think, like it.

11288. Speaking, not from your point of view of class, but speaking from your point of view as a man wishing to live well in the country with your neighbours, don't you think it would be very desirable?—I could live well with my neighbours without it.

11289. CHAIRMAN.—With your feelings—wishing to do justice to your tenants and to fix a fair rent—you would not like to have it. But where there are men who only wish to get the largest rent they can, do you think it would be desirable in these places there should be some independent person to decide between them?—Well, I think, certainly it would be, perhaps, best. It is practically what I do in my own case. I should get what I call a practical valuator to value the land.

11290. Mr. SHAW.—We have had a case before us of a rise of rent, within the memory of men, from £4 to £15. That is a very large increase on one holding?—Yes.

11291. You could hardly imagine it to be just by a series of advances?—I could hardly imagine it. Certainly not by a series of advances; but you might have land let so low that at the end of a lease it would not be excessive. The other day I let some land. I wanted to shift some tenants off land in the sight of my own house, and I happened to have 200 odd acres of land reclaimed. I thought I would shift ten tenants up there, and so clear the land in the sight of the house, and I did it at great sacrifice to myself in an actual and pecuniary point of view, but great advantage to myself in an artistic point of view, and great advantage to them, as they got their farms not only cheap, but I am building them slated houses and offices at a cost of a couple of thousand pounds, and they don't really pay as rent the interest on the money laid out on their buildings. I told them, "you will have these lands at the original rent of your old farms, and at the end of five years you will have them at such and such a rent, and that will continue for my

life," but I should expect my successor to raise them to the proper value. That is practically a case in which there might be a very large increase of rent.

11293. They don't object to a moderate increase at the end of a lease?—No, I don't think so.

11294. CHAIRMAN.—Did you give them that upon written leases?—I shall put it into writing.

11295. It has caused a vast number of disputes—the practice of not having these agreements in writing?—I agree with you, it has brought on more mischief than anything else, the very happy-go-lucky way in which tenants accept their holdings or their dwelling houses, and so on.

11296. Do you know Mrs. Martha M'Connell?—Miss Martha M'Connell—yes; once a tenant in Milford.

11297. It is a holding, "late Robert Steel," and she has written here some particulars about some rise of rent that took place at different times?—My recollection of that case is that it came before me and I dealt with it, and I offered her the farm back again with the rent on it, if the son, who was the direct descendant of the people who formerly held it, came for it.

11298. Was it the case of the death of a tenant?—No, it occurred years and years ago. They were turned out for non-payment of rent, I think, and they wanted to come back again in my time. I said I would admit the son back again, and when we had almost agreed to terms, it turned out the son was not forthcoming. He never did come back.

11299. Mr. SHAW.—The farm was on your own hands?—Yes.

11300. The O'CONOR DON.—Was it on your uncle's estate?—Yes; the estate I inherited from my uncle.

11301. Then they had lost the farm during your uncle's lifetime?—Yes.

11302. CHAIRMAN.—They lost the farm, they say, although their family had spent a large amount on building. The buildings and the tenant-right was at the time value for £1,500, and, they say, "the loss of the buildings and of the improvements caused a debt of £600 to remain against them, which was paid in order to keep the property in the possession of the children. The following November ejectment was brought against all the property, no rent being then due. At the hearing of the decree the Chairman expressed regret at being obliged to grant it"?—That is wrong; it was an ejectment for non-payment of rent.

11302A. "After this eviction these children, as a last resource, called on the late Earl, at Milford, and implored him to do something for them in their destitute condition, but nothing was given them, and the result was I was obliged to bring them home. This property is in the possession of the Buchanans on a lease for generations, and the end of all is that they have been evicted without a penny compensation"?—I have not a very clear recollection of the case at the present moment; not sufficiently clear to give you the details of it, but it is a case I have investigated, and I came to the conclusion that equitably I was not in the least liable, that I had the farm on my own hands, and if the son came forward I would as soon accept him as anyone else; in fact, I had agreed to accept him, but he was not forthcoming. I think it was a trumped up story. I think she wanted to make money out of it in some sort of way, and I think there were other reasons besides the non-payment of rent for the family being put out.

11303. At all events, you offered to consider the question of one of the family being replaced?—Yes; I agreed to accept the son, but he was not forthcoming, but I refused to accept her. I had offered to accept her if she would come and reside on the farm. She had business in Ramelton, and I said I could not allow the farm to go to a sub-tenant. Now, I recollect what my decision was; I had known she was ejected for non-payment of rent, but, as a matter of fact, the family left the place. I said, "Under the circumstances, as you say your son has sufficient capital

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to come and work the farm, I would just as soon have him as any other, and if you like to get him home he shall have the farm." The fact is, I am told the son is not forthcoming. Their leaving Milford was not creditable in some way or other, but as I am not clear about that, I will not risk libelling her and the family. I then said, if she came to reside there I would give her the farm, but she was not prepared to do so, and accordingly I said, very well, the farm remains in my hands.

11304. I suppose this was before the Land Act?—The eviction took place before the Land Act.

11305. How is it they did not come under the Land Act?—She was evicted for non-payment of rent.

11306. But she would have a claim for the value of the tenant-right, or the improvements?—I suppose she would.

11307. And the question is, how she did not get it?—I might just be allowed to mention a rather curious case with regard to the letting of land. I found a great deal of land in my own hands, 4,000 acres or something of that sort, which I have let since I came into possession for about £2,500 to 103 tenants, but I took no fines and in many cases they were ready to sell immediately afterwards, and the result of my letting it at a reasonable rent was shown in one case, I may mention of a man who had held a farm some years before, there were no improvements on it, it had been in my hands in grass and I let him back at the old rent, it was £7 rent. Immediately afterwards he asked my leave to sell, well, I was committed to the Ulster custom, and I gave him leave and he was offered £80 for it on the spot, and he will not take less than £150. Of course the Ulster custom works very admirably in many ways, but that gives you a fair idea how it works disadvantageously for the landlord; it works very well for the consolidation of small farmers.

11308. But as long as the tenant remains there he pays the rent?—Yes, but you have no corresponding security or advantage by letting your land low.

11309. Mr. SHAW.—You could have let it higher to cover your expenditure, and then you would have lost nothing?—I certainly might have let it higher, but I try to let my land at a reasonable rent, and I don't try to extract the utmost I can get; and the result of letting it reasonably is that that man will put in another man at an unreasonable rent.

11310. It is no loss to you?—It is indirectly, you don't get your land farmed so well, and you don't have the same security for your money.

11311. If the man pays a certain sum he creates an interest in it for himself?—Yes, and he pays it how? Sometimes never. The losses on my estate are very large every year, sometimes they never pay, and sometimes they may be a long time in arrear, other times the rent may not be collected for three years. I have got three or four years rent due in many—I should say most of the holdings on my estate.

11312. Do you often see these tenants yourself?—Yes.

11313. Mr. KAVANAGH.—Did you charge this man you mention nothing when he got the farm?—No.

11314. How does he come to have tenant-right?—Because it existed on my estate.

11315. Don't you think it is rather hard on you to allow him to sell what he never bought?—He had been evicted for non-payment of rent, and he had been on the same farm and I let him back again.

11316. You said tenant-right led to the consolidation of farms. Surely, what you have shown us there does not prove it?—I don't say it leads to the consolidation of farms, but I think it assists where I have such a lot of farms with such very small valuation. It assists me in consolidating my farms satisfactorily. In fact I don't think I could carry out consolidation of farms with such a numerous tenantry in any other way.

11317. But it does not seem to have worked well on Drumdutton?—Yes; but that is under lease. I cannot deal with these people at all.

11318. That is sublet under a lease?—Yes.

11319. Of course tenant-right would not apply there if there is not any tenant-right with the under tenants?—I am not quite sure, but I think there is tenant-right.

11320. Mr. SHAW.—Tenant-right leads to the consolidation of farms because you get the neighbouring tenants to buy?—Yes; it being the custom on my estate that the neighbouring tenants should have the preference, and I always endeavour to carry that out. In fact, before the Land Act was passed, it was carried out very determinedly sometimes to the disadvantage of the outgoing tenant, but we had to consider the advantage to the estate, and the advantage to the incoming tenant. As equitably as possible it was done, but, of course, where there are such small farms the Ulster custom enables you to get a stronger tenant eventually upon your land, and buys out the weaker one.

11321. CHAIRMAN.—Do you mean consolidation for the purpose of making very large farms or only consolidation into moderate-sized holdings, on which persons can live?—That on any estate where the custom exists regulates itself. It may eventually arrive at very large farms if a man kept on buying.

11322. What is your view?—Of course my object and aim would be a tenantry who could live upon their farms and not upon extraneous resources. Now they go to Scotland, leaving their own harvest, very often, to go to the bad, and winning the certain penny they can get there, and taking chance for the weather when they come back.

11323. Mr. SHAW.—You have a good deal of land that is not mountain land, and good?—Yes; and farmed under very favourable circumstances.

11324. Tenant-right exists in all that?—Yes.

11325. And it works well?—I think so; it is certainly satisfactory to them, and it is satisfactory to me.

11326. The O'CONNOR DON.—Have you laid out much on improvements?—Yes; I have spent £7,000 this winter from the Board of Works, and I have spent another thousand or two of my own.

11327. CHAIRMAN.—What interest or addition do you put on the rent for the loans?—A very few tenants have taken advantage of that. A certain number have at 5 per cent., and then it becomes their own. They get their good-will for it afterwards.

11328. Mr. SHAW.—The five per cent. pays the principal and interest?—Yes.

11329. The O'CONNOR DON.—Could you state the amount spent on those estates within the last ten or twenty years in improvements?—No, I don't think I could.

11330. CHAIRMAN.—Has it been a large amount?—Yes; there has been a great deal of money spent. We have made a great number of roads, and a good deal of changing of farms. We took a good many townlands out of rundale.

11331. Have you erected many farm buildings?—No; very few farm buildings. The tenants do all the improvements like that. Of course there was a number of houses built, which would now become farm buildings and labourers' cottages, and that sort of thing; but in road-making, fencing, and draining, a great deal was done in my grandfather's time.

11332. Do the farmers' labourers hold under you, or under the farmers?—Some under me and some under the farmers.

11333. What sort of houses have the labourers under the farmers?—There are very few of the labouring class. The labouring classes, in many cases, are these cottier tenants.

11334. Mr. SHAW.—In fact they are mere labourers if there was anything for them to do?—Yes; they have all got such small holdings that they labour their own holdings. Some of these small tenants are nothing more than labourers, but they have no labour to do for most part of the year. I think it is rather a hard case with regard to tenants to have to pay

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sheriffs' costs. Suppose I obtain a decree, and it goes to eviction, and to getting down the sheriff, my estate is handicapped with other estates, because it is furthest away from the sheriff. Immediately the sheriff gets a decree he receives £1 1s. 6d. for executing it; he charges 6d. per mile from Derry. Well, he lives in Derry, and comes to my estate, forty or fifty miles, and if the tenant redeems he has to pay 6d. per mile for that eviction, whereas the tenant living within a mile or two of Derry has only to pay 1s. 6d. Not only that, but in the event of the sheriff coming down into one district, and there were several cases in that district of executing decrees, he charges 6d. per mile for each case. I have drawn up agreements in many cases where I have had to put them out as tenants, and put them in as caretakers. There is no good blinking it. You must exercise that pressure upon those people. You put them out as tenants, put them in as caretakers, and, properly speaking, as things stand now, I should bring down

the sheriff, in every case, at great cost. In all these cases they will redeem, and then they would be mulcted, but I must keep them up to the mark or they never would pay. I have drawn up an agreement, and my agent goes on the ground and says will you give me possession, and they have done it in many cases, and then the man is put in as caretaker, and he has six months to redeem. The question then comes whether that tenant might not, at the end of the six months, say "according to the statute I have not had my six months to redeem, because the sheriff did not put me out," and he might come down upon me at any time afterwards and say I must have this farm. That is the danger I am running, and yet I am doing it for the advantage of the tenants.

11335. It has not done you any harm?—No, but it has not worked itself out yet.

11336. Could not the sheriff appoint some man in the district as substitute?—Well, he makes money out of it.

Mr. James
Sinclair.

Mr. JAMES SINCLAIR, Dundarg, Coleraine, examined.

11337. CHAIRMAN.—You are an owner of property and also an agent?—Yes; I am a joint owner of a small property, and agent over several different properties, amounting altogether to about £22,000 a year.

11338. And you also farm?—Yes, I have a small farm.

11339. Is that your own property?—No, I rent it.

11340. What is the system of tenant-right on the properties you are concerned with?—As far as I am concerned it is entirely unlimited free sale.

11341. That is where you are owner?—All that I am connected with everywhere.

11342. There is no restriction on the Ulster custom?—There is sale by auction, but reserving the right of choice as to the tenant.

11343. Is there auction, and then when it is bid up to the closing point a tenant on the property may take it at that price, reserving the landlord's right to choose?—First the adjoining tenant, and then after that any tenant on the estate.

11344. Do you find that system gives satisfaction?—I think it does.

11345. The tenants themselves like it?—The outgoing tenant likes it very much, but the others who wish to buy the farm do not, as a rule.

11346. They do not like the holding to be auctioned?—No.

11347. They would like to have the first offer at a reasonable price?—Sometimes it is bid up beyond its value very much.

11348. For the purpose of getting the property?—Yes, for the purpose of getting the land.

11349. Do you have any regulation as to changes of rent at any specified time?—No, there is no regulation as far as I am concerned.

11350. It is not a perpetuity rent?—No, but since I became agent in that neighbourhood of Coleraine (about 24 years) there have been only three properties revalued that I am concerned with.

11351. Mr. SHAW.—On a change of tenancy do you put on a higher rent?—It has not happened with me for a long time, but where there is an old lease dropped out the rent is raised.

11352. But not upon an ordinary tenancy dropping in?—No.

11353. What are the estates over which you are agent?—There is the Somerset estate, Londonderry, which belongs to three different owners; an estate in Antrim, of Sir Robert Harvey; an estate in Antrim, of the Rev. Stephen Bennett; another of the Rev. Edward Bennett; Sterling's estate (which is divided); Sir John Bunbury's estate; the Ancketell estate, in Tyrone; Mrs. Keown's, in Down; Major Shuldham's, in Derry; Mrs. Torrens', in Donegal, and our own small property.

11354. Are there many leases on these properties?—Very few. There are a few on Sir Robert Harvey's estate. It was a lease a great many years ago for the life of the Queen, and a number of these leases were given up in 1847, before I became agent, in order to obtain a reduction of rent. Some are remaining, but, generally speaking, there are no leases.

11355. CHAIRMAN.—Have leases been offered of late years?—People don't care about them.

11356. Were they inclined to have them before the Land Act?—No, they were not; not on these properties.

11357. That was through dependence upon the land owners?—Yes, upon these properties at all events.

11358. You have not found any difference since the Act passed?—No, there has been no change in these properties in the relations between landlord and tenant since the Act passed.

11359. Are the tenantry generally well satisfied with their position as far as you know?—As far as I know they are. I don't hear any complaints, at least. There was no general application for a reduction of rent, or that sort of thing, during the last year, only two estates asked.

11360. What has been the general rental per acre?—It varies very much.

11361. What is the proportion of the rent towards the tenement valuation?—Of these properties that I have the management of, the rental altogether is £21,582, and the poor law valuation £20,434. Something about 5 per cent. over the Government valuation.

11362. Mr. SHAW.—The valuation includes buildings?—Yes; I took it in that way. I could give you the other figures if necessary.

11363. CHAIRMAN.—Are the buildings generally erected by the tenant?—Pretty nearly always. The holdings are small, as far as I know.

11364. Do the landlords, in any cases, contribute towards the improvements?—They do, in many cases, give very largely and liberally; there has been a good deal given, but it has been given up a good deal also.

11365. Did they cease to give after the Land Act?—They did not give so much.

11366. Was it in consequence of the Land Act?—Yes, because where there was an unlimited right of sale they did not see that there was any encouragement to give money away.

11367. Has there been much reclamation of waste land?—Not to any extent.

11368. Is there much cut-away bog-land on the estates you know?—Where I live myself there is a great deal of reclaimable mountain pasture, but not so much of cut-out bog.

11369. What course do you take as to the Grand Jury cess?—In any property I have had anything to do with the revaluation of the tenant has got the ad-

vantage of that. I have only had one property revalued since the Land Act, and the tenants got half of the Grand Jury Cess.

11370. Do you allow them half in the way poor-rate is allowed?—Yes, on exactly the same system; and as to the roads being measured into farms, I never include them in the measurement.

11371. It is always exclusive of the roads?—Yes, and buildings, and any houses, in the same way, are always excluded from any valuation.

11372. Mr. SHAW.—Is the rent a lump rent, and not by the acreage?—It is an acreage rent.

11373. And the roads are not measured in?—No; and very often rights of way—private roads—are not included; the county roads are always exempt.

11374. The CHAIRMAN.—Do you hear much complaint as to restrictions of the tenant-right on other properties?—They do complain, but they don't complain very tremendously.

11375. Mr. KAVANAGH.—Do you approve of these restrictions?—Yes. I don't think the sale by auction is a good thing, certainly, because it makes the incoming man pay often more than the holding is worth.

11376. And, of course, wherever the incoming man pays more than the improvements are worth, he is rather throwing away money?—I hardly ever knew of any improvements being sold in this way.

11377. You think it is only the good-will, as a rule?—No man who is a prosperous tenant, and has made improvements, ever sells his farm, or very rarely.

11378. That shows that tenant-right only means the good-will?—It comes to that; as far as good-will goes, there is no attempt at interfering with the man coming in.

11379. Good-will is another name for tenant-right—you refer to a different matter?—Yes, but it is a wrong name. The improving tenant never sells, as a rule.

11380. I understand "good-will" to be tenant-right and improvements, and you say it only means the good-will?—Yes.

11381. Mr. SHAW.—The tenant does not build?—He does. On the majority of these properties I have the management of, the buildings are not valuable; the average holdings are small.

11382. Are they generally thatched houses?—Yes, but latterly they have improved very much that way.

11383. And such as they are they are made by the tenants?—Yes; but in many cases slates have been given by the landlord.

11384. And the fences are made by the tenants?—As a rule.

11385. And if there is anything like reclamation of peat field or bog the tenants do that?—On some properties they do, but are sometimes assisted with lime, &c.

11386. But as a general rule the tenants make these improvements?—Yes.

11387. Mr. KAVANAGH.—You think the landlord ought to have a veto on the selection of the tenant?—Certainly I do. On these properties we have always exercised it.

11388. You have exercised the right of selection—that is, refused to admit a bad tenant, although you don't exercise the right of restricting the price?—Exactly. If a farm is advertised to be sold, the agent often tells a man not to come at all, but that he will get the holding at the highest price offered, for they often raise it when they see a man bidding who really wants it.

11389. Do you know that they borrow very much?—They do, very largely.

11390. That must hamper the man's future in the management of the farm?—I have known people to borrow very largely. The times have been very good, until the last year or two, and some people who borrowed considerably—up to £300 or £400—have recouped themselves, and got clear, but other people cannot do it, and it depends very much on the pre-

vious circumstances of the man—a small man, with sons, will work himself free very often.

11391. Do you know of many cases of rent being raised—the great complaint is that tenant-right is eaten away by the landlords raising the rent from time to time?—I know nothing of it.

11392. That is not your experience?—Certainly not. Some of these properties have been raised, not very lately, but within the last twenty years, and the tenant-right sells at from fifteen to twenty-five years purchase. These farms (produces list) were all sold within the last twelve months. The property belongs to Sir Robert Harvey. It was revalued in 1869, just immediately before the Land Act, and it was a little raised, but not very much; one farm, the rent of which was £10 12s. 5d., sold for £160; another at a rent of £4 9s. 7d., sold for £80; another at a rent of £7 16s. 10d., sold for £230; another at a rent of £11 16s. 1d., for £155; another at a rent of £8 10s. 5d., for £130; another at a rent of £55, for £306; and another at a rent of £10 7s. 1d., at £200. Two on the Somerset estate have been sold within the last three months, and one, I think, about April. The last mentioned was held at £14 7s. 8d., and it sold for £345. The other two were held at £15 14s. 8d., sold for £300; and at £17 18s. 10d., sold for £150 about three weeks ago. That was the case of a man who was ejected for non-payment of rent.

11393. Were there any improvements on any of these farms?—No; the tenants were without any means whatever.

11394. But there were houses on them?—Some of them had. The £14 7s. 8d. farm had no house on it that you would put a pig into, but there happened to be three tenants who were competing for it, and I had no objection to any of them.

11395. Another objection is that when estates are revalued the tenants are taxed for their own work?—If a man puts a valuator on he will value the land as he finds it.

11396. When you have a valuator on a property do you give him no instructions or directions to value the tenants' improvements?—I have never had a case of the sort, except where old leases have fallen in. This property I speak of was revalued after I became agent in 1857, and it had not been revalued before that in the memory of the oldest tenant, and not one knew of any change being made. That is on the Somerset estate near Coleraine.

11397. Many of them felt very sore about that?—No doubt that would take place if a man has improved his holding very largely; you put on a valuator and the valuator cannot take that into account.

11398. Unless he received instructions to value separately the land and the tenants' improvements—is that ever done?—I never knew of that being done.

11399. CHAIRMAN.—The improvements in buildings might be taken separately?—The buildings are never taken into account in any of the cases. I never knew buildings to be valued in an ordinary agricultural holding.

11400. Mr. KAVANAGH.—Then the only other improvement would be in drainage or making fences?—Yes, the ordinary improvements—in fact we get an acreable value for the farm—so much an acre.

11401. The O'CONNOR DON.—Has there been much money laid out in improvements by the landlords for whom you manage?—On the Somerset property, and Mr. Bennett's property there was a great deal, but with the other smaller landlords there was not.

11402. How much on the Somerset property?—That property was revalued in 1857, and from that on for a good many years, I could not exactly say how much, but there was something from about £1,000 to £1,500 a year.

11403. CHAIRMAN.—You spoke of these tenants near Coleraine as being pretty nearly beggars?—No. I meant the particular cases that had sold; as a rule the tenants here are solvent and respectable.

11404. How was it they became so?—From bad

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farming and from different causes. They were thriftless people, and they had remained hanging on until the farm was getting worse and worse.

11405. That would have the effect of reducing the tenant-right?—No. I think they sold for quite as much as they would ever get.

11406. In one case it sold exceptionally high?—

That was because it was near the town, and from the fact that three tenants wanted it, any one of whom would have been accepted.

11407. There was nothing particular in these people that caused them to break down, but merely the bad management?—That was all.

Mr. William
Sinclair.

Mr. WILLIAM SINCLAIR, Holyhill, examined.

11408. Mr. KAVANAGH.—You are a landed proprietor?—Yes, I have property both in Tyrone and Donegal, near Strabane, in Tyrone, and near the town of Donegal, in Donegal on the sea coast.

11409. And your property is under the Ulster custom?—Entirely.

11410. Tell us what the custom is?—The custom is that if a tenant wishes to go away, he asks the landlord's permission to sell, and the landlord always allows it with the choice of the tenant reserved. If the tenant brings a solvent tenant to take his place, I never make any objection otherwise.

11411. The landlord allows free sale reserving the right of veto, in case an objectionable man offers as tenant?—The landlord keeps the right of veto in case of objection on moral or economic grounds.

11412. But he places no reservation as to the price?—No, I have bought and sold farms myself under that system. Tenant-right is sold very high here.

11413. What is about the average?—There were three farms sold on my property near Strabane, and they were sold this year at twenty-one years purchase. There was one sold on my Donegal property, the rent was £7 5s., and it sold for £190, and 5 per cent. auctioneer's fees—about £205 altogether. It was sold in February last.

11414. You look upon that as a good price?—It was reckoned as a very good price, and the tenant was a good solvent tenant.

11415. Do you know the size of the farm?—No, I don't exactly know the size, but £7 5s. was the rent.

11416. It could not have been a very large farm?—There may have been thirteen or fourteen acres.

11417. It was held at a very low rent?—The rent was moderate, but the rents there are very moderate always. There was a farm sold over there on Mr. Musgrave's property, £6 was the rent, and it sold for £200, and there was a tolerably good house upon it and he told me two other farms were sold at thirty years purchase; there was a very good house on one of them. It is the small farms that realize the highest prices. There were some farms sold on the Duke of Abercorn's property, not long ago, which went up to £1,600, and £1,100 and that sort of price.

11418. How many years purchase was that?—Twenty-three or twenty-four years purchase, and there have been a great many sold at much lower rates, these were exceptional rates. There have been farms sold on the best part of the Duke's property in the present year, for twelve or fourteen years purchase. The smaller farms there is generally more competition for. The farms on my property were holdings of £7, £8 and £10, a year rent; a farm at £10 rent sold for £210 near Strabane.

11419. Do you find that the value of tenant-right holds its own, or has it increased or decreased?—It is lower now than it was, but it rose immensely between 1851 or 1852, and the year 1877, I think it got to the highest price in 1877. I bought a farm myself in 1846 of which the rent was £4 10s., and I gave £60 for it. I laid out £240 on it, and in the course of six years I had it in grass and I was repaid my money, and in 1863 I sold the tenant-right of it for £300 subject to a rent of £25 a year. The tenant who bought from me sold it over again in 1873, and although he had deteriorated it very much, he got £550 for it. There was another case on my property a farm of which the rental was £18, and in 1864 it was sold for £300, it was sold for £600 in 1877;

but since the American competition became severe tenant-right has fallen off, still it has not fallen very much.

11420. You wish to say something about the application of tenant-right to the rest of Ireland?—Yes, I would not presume to say it ought to be applied to the rest of Ireland, but I hold very much the opinion that Lord George Hamilton gave in the House of Commons, that it was theoretically wrong but practically right. All you have to do is to look around this country and see the state of Ulster, and see the state of the rest of Ireland, but where the circumstances are equal, I think tenant-right is a good thing, I am a very strong advocate for it, but that is only my individual opinion.

11421. CHAIRMAN.—Do you think it is the best way of giving the tenants a feeling of security?—I think it has been a success where it has been practiced.

11422. Mr. KAVANAGH.—What would you say as to the complaints we have heard, that the habit of raising the rents has practically made the tenants feel utterly insecure in Ulster, as it has eaten away the tenant-right or tended to it?—I don't believe that to be the case.

11423. You don't know of any instance in your experience, where the rents have been raised?—I don't know of any instances of exorbitant raising of rent.

11424. We have heard more of the effect of the fear of a rise of rent than of actual cases of rise of rent, (there have been actual cases mentioned of a great rise of rent no doubt), but it is they that inspired the feeling throughout the country?—It is very possible they may, but generally it will be found that the rise is not so unreasonable as has perhaps been stated to you. Now a great part of the reclamation of land in Ulster was carried on on what are called improving leases, and many hold for forty or fifty years, and at the end of that time a man found his rent was perhaps doubled or trebled when his lease fell out, and that man naturally felt aggrieved. I could give you an instance of it on my own property where the rent of the farm was raised from £9 10s. I think to £17 10s., at the expiration of the lease which had lasted for upwards of fifty years. The man complained at first, however he sold the farm a very short time afterwards for £420 for his tenant-right, and therefore I think the man had no right to complain. I think when he got £420 as his share of the concern, he had no right to complain even with the raised rent.

11425. Of course the evidence we have heard is only a one-sided story as yet, it has to be tested, and you say that it is possible the instance of rent being raised at the expiration of a lease, may be at the end of a lease which was given for the purpose of improving?—Yes, beneficial leases. I have had a great deal of experience in the reclamation of land, and I know it constantly happens that the tenant is recouped by three years crops. No land in my opinion ought to be attempted to be reclaimed which won't recoup the tenant inside six or seven years. It is the case in other countries as well as here. In Scotland I am informed on very good authority, that a man will undertake to reclaim land for five years free rent.

11426. Being allowed to hold the land free for five years?—Yes.

11427. And then come under rent?—Yes. The rule on my property was that where these leases were granted, they were granted for five years free, and then for thirty-one years or the life of the tenant, at a very moderate rent—3s., or 4s., or 5s. an acre.

11428. That was a very low rent?—It was for cut out bog or reclaimable mountain land.

11429. You think leases of that sort entirely compensated the man for what he spent in reclaiming the land?—Yes.

11430. Have you any other remarks to make about the reclamation of land?—With regard to the reclamation of land, I would simply say that, in my opinion, six or seven years do repay a tenant, and he ought to have a reasonable time after that—in the cases within my experience it has been thirty-one years or the man's life.

11431. Is there no large extent of waste land in your district?—There is no extent of waste land in the hands of the landlord, but there are many tenants who have small patches of reclaimable land, and are reclaiming it—there has been a wonderful amount of reclamation all through this county.

11432. There have been great proposals about Government taking up large tracts of land and reclaiming them, are there any such large tracts that you know of?—I am aware of the proposals, but the difficulty would be that there is no place to reclaim. In 1847 I got a loan from the Board of Works. At that time people were very anxious to leave the country, and by paying their passage to America you got rid of them, but at the present moment I don't know of any estate about here or about Donegal where there is a piece of waste ground that has not a tenant on it and a tenant who is very fully determined to keep it. If you went to turn one of these men out he would feel himself very much injured, and be ready to take the steps that men do take.

11433. And would he, in fact, be an injured man?—That is what he considers, and if the landlord offered to reclaim the land and charge him rent for it, he would feel injured also. When my property in Tyrone came into my hands, I offered every tenant for any ground he would reclaim an advance of £4 an acre, to be repaid in instalments of 10s. a year, without any interest, and twenty-five years' lease of his farm. There was not a man who would take the lease, and there was only one man who took advantage of the advance, and that man told me in the third year he was repaid. He paid me regularly.

11434. As to the objection to take leases, does that arise from fear of losing the tenant-right at the end of them?—No, I think they had always the idea they were pretty safe, but that when a lease falls in the landlord would be looking into the rent, otherwise the property went on and a man might be forty or fifty years without an alteration in the rent.

11435. In fact, the expiration of the lease suggested a rise of rent?—Yes; the fall of the lease suggested it was time to look after it. I have heard that objection made by many farmers.

11436. Can you tell us anything about the glebe lands in the county Donegal?—I have been studying that a good deal, and my attention was directed to it a good deal by the statements of Mr. Tuke. I went through a good many of them in the county Donegal, and I found the action of the Church Temporalities Commissioners in making tenant proprietors has been a total failure. I found in the parish of Killybegs, which adjoins my property, there were eighty tenants and only one had purchased, and in Inver forty-five tenants, four of whom had purchased—three of these are public-house keepers, and the fourth man is my son's butler. In Killymad there were thirty-three tenants, of whom five had purchased, but three have since sold their proprietorship, and continue tenants to the man who bought the residue. They sold to him at fifteen years' purchase, and they bought at nineteen. In the parish of Kilcar there were eighty-five glebe tenants; six of them purchased, and the remaining seventy-nine sold their right of pre-emption—part of them to Mr. Musgrave, a Belfast man, who is making great improvements in that country, and the remainder to a man who is a shopkeeper in the town of Killybeg, and they are now ordinary tenants. In the parish of Myragh, Mr. Tuke said there were three men who

bought, but there were fifty-nine tenants and four purchased. He gives the names of the three, but he omitted one, and of the three he mentioned, one has sold to the purchaser of the residue, and of the other three I am told only one will be able to hold his ground. I know that one has sold—he has ceased to be a peasant proprietor and has become a tenant again. Then there is the parish of Templecrone, which has been the subject of newspaper correspondence and which is mentioned by Mr. Tuke as having been "cited as an instance of failure, and very unjustly." Mr. Tuke gives an account of it which is totally inconsistent with the fact, and Mr. Shaw Lefevre, in a letter to the *Times*, on the 26th February, gave one which was totally false. Before Mr. Lefevre's Committee, Professor Baldwin gave another account which is equally inconsistent with fact as far as I can identify his statement. He does not name the townlands, but he names the locality, and he names the men, and, the circumstances were very peculiar. The actual circumstances were these:—There were fifty tenants, twenty-eight of these got the money from what Mr. Shaw Lefevre calls a local usurer who advances money, and the Church Temporalities Commissioners made out the deeds to this man; he had promised them that they would be allowed to redeem, and that he would only charge them 4 per cent. for the money, but they did not exactly understand that the conveyance was made to him. When the first 4 per cent. was added to their rental and demanded by this man, they could not pay it, and he then said he must have 10 per cent., and he raised the rent to 10 per cent. However, the tenants were equal to the occasion, and they did not pay anything at all. This was in 1876. Thirteen tenants purchased and bought out and out, and five of them, as far as I can understand after very patient investigation, were solvent—one was a kelp agent, another kept a shop. The remaining eight borrowed part of the money and partly sold stock. These eight were always in a bad state, and were on the relief lists. There remained nine more who paid part of the purchase-money to the Church Temporalities Commissioners, and part they kept on mortgage. These men got this land in 1876. I said to one of them, "Did you pay your mortgage last year?" and he said, "No." "Did you pay it the year before?" and he said, "I did not." "Did you ever pay it?" "Oh," he hesitated a little, and said, he did not think he did, and, he added, that he did not think he would ever pay. I then said, "If you don't pay the Commissioners will foreclose the mortgage, and sell the land." "Who will buy it?" was his answer, and they have never paid a halfpenny to the Church Temporalities Commissioners, and there they are; and the other fellows have never paid Sweeney, and they are now in combination that they will not pay the rent or this mortgage money, and how the Commissioners will raise the money I don't know.

11437. You think that Mr. Tuke's glowing account of the state of affairs is not correct?—I know almost everything he says is incorrect.

11438. The O'CONNOR DON.—You made use of a very strong expression about Mr. Lefevre? Do you wish to explain it?—I was informed by the clergyman of the parish, who lives in the midst of these people, that Mr. Shaw Lefevre had been in communication with him, and that he had given him the actual facts of the case before Mr. Lefevre's letter appeared in the *Times*.

11439. Perhaps he received different information from other parties, and he may have trusted to one more than the other?—I will tell you my reason for looking upon Mr. Lefevre's evidence as more incorrect than that of other people, Mr. Lefevre had nothing to do but to consult Mr. Godley, and Mr. Godley's letter in the *Times*, appeared the very day after Mr. Lefevre's, and it was totally different. He ought to have known the truth.

11440. Every one you say who made a statement with regard to these tenants is incorrect?—Yes.

11441. Mr. Lefevre is incorrect; Mr. Tuke is in-

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correct; Professor Baldwin is incorrect. Is that so?—Professor Baldwin's evidence I cannot identify, because he does not name the lands, but he names the man who actually advanced the money.

11412. Do you know these tenants yourself?—I do.

11413. And you know the condition of them?—Yes.

11444. Do you live near them?—I happened to be a good deal amongst them formerly; a relative of mine was rector there.

11445. And the statements you make are from your own personal knowledge?—From my own personal investigation. I conversed with some of those who paid. My principal information is derived from as fine a specimen of the Irish peasantry as you could see. He paid up and bought his place, and he said he was sorry he had done so, as he could have made better use of the money. His name is Frank Deveney.

11446. He is one of the tenants who purchased?—Yes.

11417. How many of these are actual owners of their holdings—direct owners?—My authority is Mr. Godley's letter to the *Times*. He says that forty-one purchased out and out; that the middleman had twenty-eight, thirteen purchased altogether, and nine held on mortgage.

11418. On mortgage from the Church Commissioners?—Yes, and they never paid a halfpenny of their instalments, that is the statement of one of them to me.

11419. What year did they purchase in?—In 1876.

11450. And you state they have never paid a halfpenny since 1876?—That is my information, I can show you Mr. Burns's letter.

11451. Would you be surprised to hear that the Church Commissioners themselves state that on the whole the payments have been made punctually, even during last year, by these purchasers?—I don't mind much what the Church Commissioners say. I hold with Judge Flanagan who, in his evidence before Mr. Shaw Lefevre's Committee said that nobody could make anything out of their accounts.

11452. Do you think they would make that statement if it was not correct?—I don't say they would, but I only tell you what has happened.

11453. You are aware a great many people's tenants besides the Church Commissioners' tenants did not pay this year?—I am aware; but these men told me they did not pay this year or the year before, and the man I spoke to told me, "I never will." I will read you Mr. Burns's letter:—

"After minute inquiry into the subject of your letter, I find there are nine mortgagors on the glebe lands, none of them have paid a single instalment to the Commissioners, and I firmly believe never will. John Deveney paid £315 purchase-money of the glebe. Only one out of the nine mortgagors got his mortgage executed."

Mr. Tuke states Deveney's purchase to be £209.

11454. It would appear from your statement as well as from other information that there were fifty tenants on the lands?—Yes.

11455. That there were only nine who got assistance from the Church Commissioners to purchase; there were thirteen who purchased out and out; therefore they got no assistance?—There were nine who got assistance.

11456. There were only nine whom you call mortgagors to the Commissioners?—Yes; that is the statement of Mr. Godley in the *Times* of January 26.

11457. Therefore the experiment so far as it turned out well or ill on this particular glebe can only refer to nine out of the fifty?—That is if you think the men who sold their right to the local usurer are happy men, which is a matter of opinion; but the action of the Church Temporalities Commissioners has been to create a conspiracy to pay nothing, amongst many there who previously were honest men.

11458. Your evidence generally with regard to those Church sales is that very few purchased at all?—Yes.

11459. Because I find in the first case you referred to only six bought out of eighty-five tenants; then one out of eighty, four out of fifty-nine, and four out of forty-five?—Yes.

11460. Therefore your evidence would be that there were very few purchasers?—Yes; seventeen out of 302.

11461. And very few have failed to pay?—I have no means of ascertaining. The only note I have taken is that out of the seventeen four have ceased in six years to be proprietors, and have again become tenants of the lands they held, that they sold their interest and at a heavy loss too.

11462. CHAIRMAN.—Do you know of any cases of purchase with the assistance of the Board of Works?—I only know one case; it is in the townland of Cavan, county Donegal, about three miles from where I live, and I had no opportunity of investigating it closely, and had not directed my attention particularly to the place, but I know the people were in a very bad position, I also was told they were all on relief list.

11463. Were these Church tenants a particularly poor class of tenants?—Oh yes, the whole of that country is very poor. The whole of that side of Donegal is poor.

11464. It is all a very poor country?—Generally a very poor country.

11465. And have any other occupiers there besides these men not paid any rent last year?—Plenty of them, but there are none of them have been for five years without paying any, or at least very few of them.

11466. Were they worse off after the purchase than they were before?—Yes. That is what they say.

11467. They are loaded with the addition of the debt?—They find that the addition of the interest on the mortgage pressed upon them very heavily.

11468. As a general rule, you think on the whole, the people would be better off with the tenant-right system than with peasant proprietorship?—If they have to incur debt to become peasant proprietors, that is my opinion.

11469. Mr. KAVANAGH.—Do not the tenants often borrow largely to buy up the tenant-right?—Some of them do, and many of them do not. In the four instances on my own property this year, I ascertained that not a single man of them had to borrow a halfpenny. I have known cases where there were considerable sums borrowed, but very seldom. Here was the way a tenant farmer put it to me. I said "I wonder so and so did not buy under the Church Act." The man I knew had the money, and this man said "I think he had better not." "Why so?"—He said "you know"—we had been speaking of another man who undertook to pay for ten years—"in the last ten years I saved enough to buy a farm for my son, and I saved the money I gave my daughter, we have had very good times of it, but if I had been paying 10 per cent. additional, or whatever would have been the added to rent of the farm, I could not have saved a halfpenny for them, and I could not have sold the farm as long as there was that debt on it; but this farm I have, the landlord will let me sell when I like.

11470. CHAIRMAN.—Have you had any conversation with these peasant proprietors?—Yes, with one of the mortgagors and also my principal informant, Deveney who has purchased out and out.

11471. He spoke well of it?—No he said he would have been better off if he had kept the money and traded on it.

11472. But he was on the whole content enough?—He made no complaints and seemed as if he was very well satisfied he had given the £75.

11473. And were the others content?—The mortgagors made no complaint.

11474. The O'CONOR DON.—Have you laid out much money on the improvement of your estate?—About £4,000 under the Board of Works, and a good deal of private money.

11475. Where you laid out money under the Board of Works, did you charge the tenants with the whole interest?—No, they paid 5 per cent., and I

paid six and a quarter There were very few tenants who took anything in the way of loans. There was one tenant, he was my parish priest, and he got a lease from me of land he had bought at a very low rate, and the condition was that I should get him a loan of £120 to reclaim upon it. He got a lease for thirty-one years and his own life, and when he died the lease was sold and by that time the money was all paid up. He paid the full interest, but that was an agreement in the lease.

11476. CHAIRMAN.—Did you make any change as to improvements after the Land Act passed?—After the Land Act passed I would not take any money at all. In this country it is impossible to get land into your own hands, unless by paying the tenant-right, which is something more than the fee simple.

11477. Was that case before the Land Act?—My loan was in 1847.

11478. You say it is impossible now to get land into your own hands?—For a great number of years no landlord would do it.

11479. You speak of the great opportunity there was after the great famine of thus getting tracts of ground into your hands without clearing it?—At that time you might get plenty of land by giving the people their passage to America. I got 500 acres into my hands at that time, and I utilized it to get the farms enlarged, and I charged rent when I had reclaimed land without reference to the loan. In 1847 I paid 17s. poor rate, and this year the poor rate is 1s. 3d.

11480. The O'CONNOR DOX.—Has the value of tenant-right increased or decreased since the Land Act?—I don't think it much changed. Immediately after the passing of the Land Act there was a very rapid rise in the price of all kinds of agricultural produce, butter, beef, and everything, and between that and 1877, when the American produce came in, there was a constant rise in the price of produce and land. I don't think the Act effected the relations of landlord and tenant here except in these sort of matters. I know the properties of the Duke of Abercorn and the Marquess of Conyngham (I hold land under both myself). I don't think their relations were in the least changed.

11481. Doesn't the raising of rent effect the value of the tenant-right?—If a man put on an exorbitant rent I suppose it might, but I have not known any cases where it did.

11482. CHAIRMAN.—What is the state of the labouring population?—The wages here have risen very considerably, and they are very fairly off now. The wages of an ordinary labourer about me are from 8s. to 10s. a week, according to the man's capacity, with a house and a piece of potato ground, they get generally nearly half a statute acre.

11483. Are these the labourers on the farmers' holdings and holding from the farmers?—They have holdings from the farmers.

11484. As part of their wages?—Yes.

11485. They do not pay a rent?—No. The ordinary way is that a man is hired at so many shillings a week. My steward hired a man yesterday at 9s. a week, and he gets a house and a bit of ground, and the right to cut turf.

11486. What sort of houses have they?—Generally thatched cottages.

11487. Not very good?—Not very good.

11488. But are they pretty comfortable in this county?—Yes.

11489. And on good terms with the farmers they work for?—Very good. There are few cases of dispute come to the petty sessions. There is a matter I wish to bring under notice as a very great grievance to the tenants, and which they suffer from more than formerly, the right a creditor has of suing them in the superior courts and putting them to enormous expense, and if they are not able to pay, ejecting them. On my own property there was a case of a man whose rent was £4 15s, he owed entirely £22. The creditor died, and his widow had taken out letters of administration. She went to an attorney and the case went into the superior courts. The sheriff turned the debtor out, and the bill of costs of the plaintiff's attorney was £70 for the recovery of the £22, and his own attorney's bill of costs was £10, so that between them there was very little left for him. There was another case tried at the July sessions at Lifford, and exactly a similar process had been gone through, but the man walked back into possession and the other people came and tried to put him out, and there was a desperate fight. The man's complaint was that the cost was so very heavy. Then also with regard to administrations there is some cheap form of administration for small properties under £100, but not over that, and now that the tenant right on property comes to be a chattel, I think to oblige a person who has only perhaps £200 or £300 altogether to go into the Ecclesiastical courts and take out probate is a great hardship.

11490. CHAIRMAN.—You think this power to have recourse to the superior courts ought to be done away with?—Yes, as to small debts.

11491. Is it a new practice?—No; but the Land Act has brought it into force. Formerly the landlord was able to make that kind of distribution of tenant-right which he thought equitable, but now, that the Land Act has come into operation, it is not so. The landlord cannot interfere with the tenant-right of the man who has died.

11492. You think that up to a certain sum it should be confined to the County Court Judge?—I think up to a certain sum it should be so.

11493. Would you apply that also to the landlord's power to recover his rent?—I think the assistant barrister would be just as good a judge.

11494. Are you aware a bill was passed through the House of Commons last session limiting the costs in such cases, but it was thrown out in the House of Lords?—I am not.

11495. You would be in favour of such a bill?—I would be. These administration cases are often the cause of very great hardship. I know a case where there was a family settlement in the county Donegal on the property of Mr. Hamilton (his solicitor told me of it yesterday). A family arrangement had been made after the man's death, and the son who had got his share, and gone out to America, came back after six years, and took out letters of administration, and the people who had bought the land were turned out.

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Mr. William Sinclair.

Mr. SAMUEL DONALDSON, examined.

11496. CHAIRMAN.—You are a tenant farmer at Welshtown?—Yes.

11497. Who is your landlord?—Sir William Style.

11498. What is the acreage of your farm?—I farm about 100 acres altogether, but not in one farm.

11499. That is held under tenant-right?—Yes.

11500. Is there any lease?—I have a lease of portion.

11501. Is the house where you live on the leased portion?—Yes.

11502. How long has that lease to run?—It was for thirty years, and two lives.

11503. Have you built and made other improvements?—I have.

11504. On the leased farm?—Yes.

11505. During the term of the lease;—Yes.

11506. Is there any covenant in the lease to make improvements of any kind?—No, sir.

11507. Do you look forward to the tenant-right existing at the end of the lease?—I do.

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11508. You feel no doubt about it?—No doubt about it.

11509. You feel sure your landlord would not dispute it?—I do, the same as the other portion I hold under him.

11510. Is there anything you wish to say about the state of your own holding?—No. In the estate on which I live, and in the adjoining estates—I know them pretty closely as I am intimately acquainted with the greater portion of Donegal—there has been always free sale without restriction.

11511. Not throughout Donegal?—No, but on the adjoining estates. The only thing is, that the landlord expects the outgoing tenant to put a tenant of good character in his place.

11512. So that generally it is very satisfactory between landlord and tenant?—Very.

11513. Do you know of any parts of Donegal where it is not so?—I could not give particulars, but I understand there are.

11514. Do you know whether there is a feeling of dissatisfaction existing any where?—I do, and I believe the people would be perfectly satisfied under a tenant-right, which would make them more secure in their places.

11515. Do you think they fear the power of raising the rent being abused?—I daresay some few of them do.

11516. It has been stated to us, that for many years past, and particularly since the Land Act, a sort of unlimited power of raising the rent has been put in operation?—I have never had occasion to think so in my estate or the adjoining estates. The tenant-right on our estate has always been very high, and I believe equally so in the adjoining estates. On our estate it sells at twenty-five or thirty years' purchase, and I have known it to go as high as thirty-four.

11517. That is a proof that the rents are very moderate?—They are moderate.

11518. And there is confidence in the landlord?—Yes, in so far as I am personally concerned on my own estate, but I don't say that may be the fact with every portion of the land in the county.

11519. Is there any time at which it is thought fair there should be a revaluation and readjustment of rents?—I could not give you much of the general opinion as to that, but I believe there is nothing would please tenants so much as fixity of tenure at a fair rent under a landlord.

11520. As to the means of arriving at a fair rent, have you anything to suggest?—I would consider in the north—I am speaking more generally of the north with which I am acquainted—rent would be best settled between landlord and tenant. If they could not agree, then have a Government arbitrator, one appointed to each county for the purpose.

11521. As to the periods at which there might be a change of rent, would you have it at a fixed period, at a certain distance of time, say twenty or thirty years, or would you have it on any sale?—I would not have it at a sale.

11522. You think that is a bad time?—I do.

11523. And you think it would be better at some fixed period?—Yes.

11524. As to the re-valuation, is it your opinion that the tenant's improvements should be excluded?—Yes, certain improvements, not such as buildings, drains, roads, fences, but in case of reclamation, my own belief is that the landlord has a certain interest in the soil, and after I reclaim the land he should get the benefit of that interest, and the question is, what is his interest. It is a mathematical question; however, I am giving my belief that fixity of tenure, with fair rent, is what would be best for landlord and tenant. I am only speaking from my own judgment altogether.

11525. Do you think something of the same kind would be of advantage in the south?—I think it would from what I know of it.

11526. You don't think the extension of tenant right throughout the country would settle the disputes

between landlords and tenants?—It would depend on the extension.

11527. Do you mean in what form it was extended?—Yes.

11528. Suppose it was extended in the form you mentioned, as it stands on the properties you know? I think they should be quite satisfied.

11529. Do you know any parts in the south of Ireland where there is power to sell?—I believe few of them have power to sell. So I was told in making inquiries passing through the south.

11530. Do you know of cases of tenants having purchased their holdings?—A great many.

11531. As a general rule were they satisfied with their purchases?—There are a good many of them satisfied, but a great many of them have felt difficulty in clearing off the purchase money.

11532. They are pinched for the balance?—Yes; they borrowed it, and they find great difficulty in paying it off.

11533. O'CONNOR DON.—You don't think there should be a limit on the tenant-right?—I think if it was amicably settled between the landlord and tenant it would be better.

11534. Do you think the tenant ought to get the entire increased value of the reclaimed land?—No, I think there is a certain interest of the landlord in the unreclaimed land, the raw material, for the tenant would have had no opportunity of having that land to reclaim but for the landlord, and therefore the landlord has an interest in it.

11535. Suppose this tenant got this reclaimable land at a low rent on a long lease, would you not take into consideration that he had a long lease?—They would not make improvements. There is an innate nature in the Irish that if they think the rent will be raised they will not make improvements.

11536. How would you consider the landlord's interest in this reclamation?—For instance, if the tenant got a certain number of years to have it reclaimed; then have it valued, and give the tenant the interest of the capital put into the soil, the balance to go to the landlord.

11537. How would you ascertain the capital put into the soil?—Any person laying the capital out could easily ascertain it.

11538. You hold under a very good landlord?—Yes.

11539. One you are not afraid of?—Not the slightest. There is not much occasion to fear from any of the landlords in my neighbourhood.

11540. But would you see any objection to the other landlords, who are not so good, being obliged to do by law what the good landlord does voluntarily?—Certainly not; it would be well.

11541. Your landlord is quite willing to give you tenant-right at the end of the lease?—I have never asked him, but I have never known the question to be raised after a lease expired.

11542. Don't you think tenant-right ought to be sanctioned by law at the end of a lease, the same as without it?—I do.

11543. What is the value of tenant-right on the estate you hold?—From twenty-five to thirty years purchase. I have known it to go as high as thirty-four, and, in fact, forty, and as has been said by Mr. Sinclair, "the smaller the farm, the higher the price." From what I know of the north of Ireland, any feeling that would arise would be occasioned, not by the landlord's rent, but by the smallness of the holding, which cannot support the tenant, and by bad cultivation. Most of the land I know of, if properly cultivated, would at least give one-third more production by giving attention to it, without greater cost.

11544. Would greater security encourage better cultivation?—I believe fixity of tenure at fair rents would do it, and much better than peasant proprietorship.

Mr. WYBRANTS OLPHERT, Falcarragh, examined.

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Mr. Wybrants
Olphert.

11545. CHAIRMAN.—You are a landowner?—Yes.

11546. What is the acreage of your estate?—20,000 acres.

11547. Does tenant-right exist on the property?—Yes.

11548. Very much as it has been described?—I think it is higher in my neighbourhood. I have a small class of tenants.

11549. You mean it sells higher?—Yes.

11550. But does the system exist the same?—Yes, quite the same.

11551. What about is the value?—From thirty to forty years' purchase, but I have known it to go up to sixty and seventy years' purchase.

11552. Is it considered good land?—Some of it is pretty good land—along the shore.

11552A. What is generally the size of the holdings?—Small; they are generally speaking from £2 to £6, £7 and £8. Four, five and ten acres some of them. The smallest about four or five acres.

11553. Have they any cut-away bog or mountain?—They have the right to turf, and the privilege of grazing, on the mountains besides.

11554. Is that according to the size of their holding?—No, they generally send their cattle up to the mountain to graze.

11555. Do they pay for that separately?—No; in some places they have liberty to go over the mountain I hold myself; I merely charge them a nominal sum; a shilling or something like that.

11556. Is it a good run for cattle and sheep?—It is a good mountain; very good for sheep.

11557. Are the tenantry pretty well off?—I think they are comfortably off for small holdings.

11558. Were they able to pay their rents last year?—A great number of them did not.

11559. Did you offer an abatement?—No, I did not.

11560. You gave them time?—Yes, I gave them time. The fact of the matter is an abatement was no use. The cry of distress was what prevented a good many of them coming forward—hoping to get as much as they could from relief.

11561. Have there been many sales of late years?—Not last year, but we have a good many occasional sales. Last year very few.

11562. Do you give the preference to the tenants?—Yes; I always ask them to give the tenant adjoining the first offer, and if he does not take it, to some of the other tenants, and if they don't want it, then to any other person who may be approved of by me.

11563. Where the adjoining man takes it is it with the view of throwing it into his holding?—Yes, to put the two together.

11564. Does he in general get rid of the house upon it?—Yes; if he buys the place he throws it down.

11565. Have you seen much of that consolidation of two or three holdings?—Yes, I have, but the great difficulty is to prevent them subdividing again when their children grow up. That is the great difficulty a landlord has to deal with, to prevent subdivision; it is a thing almost impossible to prevent. The smaller the holding, the poorer the people, the more inclined are they to subdivide; when a son marries they give him a bit of land, and the landlord knows nothing about it until there is a quarrel.

11566. That takes place whether three is tenant-right or not?—Yes, it has nothing to do with it.

11567. I don't suppose there is any law that can prevent that except the law of the landlord, as far as he can use his influence?—No, you must eject them, and it is a difficult thing after a man has been five or six years in a place to eject him. I think that subdivision is the most injurious thing in the country.

11568. Have these small holders other means of living besides their holdings?—Some of them go to

Scotland as labourers; some of them fish, and different things that way; it is along the coast.

11569. You know something of one of these cases of peasant proprietorship?—Yes; there was a glebe near me where five tenants purchased their holdings, and two purchased on another glebe, by borrowing partly. One of them about three weeks ago sold his holding to the landlord of the townland, stating he would prefer to have his tenant-right.

11570. And the others, are they holding on?—They are holding on still, but are very poor. They got seed from the union and relief like anyone else.

11571. And were the rents of these holdings pretty well up to the full when they bought them?—Yes; I think the highest was about £5, the lowest £1. The system of introducing that sort of peasant proprietors would be ruination to the country, because they will subdivide and fight among themselves. About twenty-five years ago there was only one perpetuity holder in my neighbourhood, he had purchased a small part of a townland valued at £24 Poor Law valuation. He had five sons; they have divided it, there are now five houses, and these men have each families ready to subdivide again. Since they got this they have been the poorest people, and are continually fighting amongst themselves. They have no landlord to look after them.

11572. Mr. KAVANAGH.—You don't approve of the scheme of planting peasant proprietors?—Not of that small kind. I think if a good large farmer could buy his farm, these are the men we should do so; but these small holdings would perfectly ruin the country, and we would have nothing but paupers. The great difficulty a landlord has at present is to prevent the old people being put into the workhouse. They quarrel and the sons send them to the workhouse. If that is done the workhouse will be full.

11573. But if you guard against subdivision you would not object to it?—But I don't see how that is to be done. If a man buys a farm who is to overlook and watch him.

11574. The O'CONOR DON.—Is the case of sending the old people into the workhouse peculiar to these perpetuity holders?—No; it is the difficulty the landlord has to prevent them. I have cases constantly of that sort. The old people think they are badly treated and won't stay in the house, and if I was not there they would all be put into the workhouse, but I don't allow it.

11575. Is the case that you cited, of one of those purchasers under the Commissioners who sold to another person, the case cited by Mr. Sinclair?—Yes, it is the same case.

11576. You have a considerable number of small tenants?—I have about 500.

11577. Did they pay their rents last year?—A good many did.

11578. Have you any tenants owing four years' rent?—I have, but they are not the smallest. I think the middle class tenants are better payers than the others.

11579. You are then in as bad a position as the Church Commissioners?—I have some who have not paid me. I have been paid, but these are arrears that have been kept on for several years, since the famine years.

11580. But you have none that owe you arrears of late years?—No, they mostly paid up regularly until last year.

11581. I presume a good many of your tenants were in receipt of relief?—Yes, a good many.

11582. And this district is altogether very poor, and if the people had no rents to pay they would be in a bad way?—It is not as poor as other parts of the coast of Donegal, but is a poor district.

11583. CHAIRMAN.—Is this West Donegal?—Yes.

11584. The O'CONOR DON.—And if they had no

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Mr. Wybrants
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rents to pay at all in a year like last year they would be in a bad way?—I think they would be worse; for it makes them more industrious to have rent to pay—at least I have always found it so.

11585. Do you allow unlimited sale on your estate?—I do.

11586. Have you spent much money improving your property?—I have spent a good deal. I have been living there for the last fifty years.

11587. Do you consider the tenants make much improvements?—I think they have reclaimed a good deal of land; and have made fences. I think they have improved it.

11588. They erected all the buildings?—Yes. Before the passing of the Act I used to give them timber, slates, and windows, and other things of that sort occasionally, but I have not done so in the same way since. My idea is, that class of tenants

do well, but without a landlord over them they could not exist.

11589. You think that if they were their own masters they would be sold out very soon?—They would fight. There would be family quarrels which are the worst. I believe a small holder of this class cannot exist very long.

11590. If he cannot exist I suppose he would disappear?—He would try to live as long as he could.

11591. You think it better that he should cease to appear?—If I had my way I would emigrate half of them.

11592. Don't you think that very likely making them owners of the soil would result in that?—It would be the result in a very few years hence. There would be a new class of landlords not as good as the old ones. These people would all sell, and there would be this inferior class of landlords.

Mr. Sinclair.

11593. I wish to correct what I said. I stated there were seventeen purchasers out of 300 tenants. I ought to have said twenty. I got a return from the union clerk, and he took only those remaining on his own book. Three of the parties, having purchased, had sold to the purchaser of the residue. That made

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a difference between the five who were original purchasers and those remaining on the book. In fact there were twenty purchasers out of 300. The rate of labourers' wages I mentioned was on this side of Tyrone and Derry. On the west of Donegal they are very much lower, 6s. or 7s. a week.

Mr. Arthur
Brooke.

Mr. ARTHUR BROOKE, Whitehouse, Killybegs, examined.

11594. CHAIRMAN.—You are a land agent?—Yes. Mr. Murray Stewart and Messrs. Musgrave, Belfast, are the owners of the properties I represent. I have a return which was not made out for this occasion, and I took the liberty of looking over it, as I represent a landlord who has changed the rents when farms change hands. There have been 147 sales of tenant-right on the estate in the last fourteen years—since I became agent.

11595. On which estate?—Mr. Murray Stewart's estate. The holdings averaged £5 12s. 3d. There are 1,320 tenants, and there are 50,000 acres on the estate.

11596. Where was this property situated?—Part near the town of Donegal, and part near the towns of Ardara and Killybegs. Part of Stewart's estate was bought by the Messrs. Musgrave in 1879, but my evidence applies to the estate as a whole, before the sale. Of the 147 sales the average number of years' purchase of the rent was seventeen and a quarter.

11597. That is in the fourteen years?—Yes. One was as high as sixty-eight, and one or two were sold at five years' purchase, others at ten, and the bulk of them from ten to twenty; but the average of the 147 was seventeen and a quarter years' purchase. In 1872 I published a circular, it was issued to the tenants on the estate, telling them that in future when farms changed hands, they would be subject to an increase of rent, the amount of which would be made known by me to the tenant on applying for permission to sell his holding. Unlimited tenant-right exists with this exception, that hitherto we did not permit public auction—the holdings were sold by proposal. Since 1872, when I published that circular, sixty-five farms have changed hands. In thirty-two of these cases I raised the rent triflingly, 5s. or 10s., in one of them, I think the highest £3 16s.—from 2s. up to £3 16s. The average tenant-right obtained in these thirty-two cases was exactly the same as the average on the whole estate—seventeen and a quarter years' purchase. The average of the thirty-three cases in which I did not raise the rent was (17·02 years' purchase), so that there was practically no difference between the cases in which I raised the rent and the cases in which I did not.

11598. Were these rents raised to the sum at which the others stood before?—No; in some cases a little higher. In some cases I made no increase because I thought the rent was high enough, and in others because I thought the tenants too poor to pay any more than they were paying, and I made no change in the rent of any farm which was bought by an adjoining

tenant with a view to encourage consolidation of farms.

11599. Was this done on valuation?—No; it was just on my own valuation. My object was only to put on what I considered fair, and there was never any exception taken to it. Having heard that this was a case that was going to be brought up, I went through this list to see whether my custom made any difference in the tenant-right value. This seventeen and a quarter years' purchase was the average of the whole estate for fourteen years, and of thirty-two farms sold since, in which I raised the rent, the average was the same, while in the other cases in which I did not raise the rent, the average was 17·02, so that practically it came to the same thing.

11600. How long was it between that time and the time you had raised the rent before?—The rent was raised in May, 1859, one part of the estate was raised then, and in 1860 and 1861, the Donegal portion was raised. Mr. Murray Stewart laid out a large sum in improvements, such as making roads through a large portion of the estate, twenty or thirty miles of roads, he "squared" the different farms, and broke up the system of rundale which existed, and gave to each of the tenants who built a new house from 40s. to 30s., besides all doors, and windows in each case. He built seven new schools on the estate at a cost of about £200 each, and two schools of a superior description in Killybegs, at a cost of £1,500, besides re-modelling two others. He also built a corn mill at a cost of £1,500; gave slates and timber for, and built in many cases the whole of, from sixty to seventy good slated houses, where the size of the farms warranted expenditure of the sort. The greater part of this was done before the time he raised his rents. He laid out in that way, between £30,000 and £40,000. He raised the rent £1,389 from 1847 to 1880.

11601. What was the total rise on these thirty-two tenants?—£24 5s. They were very small rises.

11602. You understood that some complaint or grievance might come before us?—Yes.

11603. Do you think the complaint will be that where rent is raised on a small scale it establishes the principle, and some one else may come and make the rises frequently—that there is a feeling of insecurity that the tenant-right is being eaten up?—Yes. The rent of one whole parish there is only 2s. 2d. an acre; the rent on Mr. Musgrave's estate, which he bought from Mr. Conolly, is 1s. 0½d. per acre.

11604. This is all very poor land?—All mountain

tracts of land. It is crowded in parts, along the shore, as thick as it can be with poor people. It was this district of Glencolumbkille and parts of Kilcar, that was particularly distressed. I was Chairman of the Relief Committee, which distributed about £5,000 there in relief.

11605. Was that on the relief works?—No; from the Duchess of Marlborough's Committee and from the Mansion House Committee. It is people of the class relieved who inhabit all that district along the shore. They came there originally, a good many of them, to follow fishing, and settled down on little patches of ground, and as long as the fishing was good they did very well, but the fishing of late has turned out badly, and these people are living there in a state of normal poverty, and what I felt at the time to be a discouraging element in the case was, that we on the Relief Committee last winter, were helping to perpetuate a state of things that nature never intended should exist. As has been said, even if they pay no rent at all, they could not live with any degree of comfort.

11606. Did they pay their rents there last year? I received about half of the rental, but I cannot say that that was half in number of the tenants, because it was generally the better class of tenants who paid.

11607. Was there any abatement made?—No; but to all who paid rent on Mr. Murray Stewart's estate he gave seed potatoes or coal gratis. Seed potatoes were also issued on credit at cost price to tenants on the Messrs. Musgrave's estate.

11608. Is it only an occasional failure in the fishing?—No; for the last ten years in the Bay of Teelin there was a general failure.

11609. Is there any prominent reason for that?—No; I cannot say that there is. The people are living in hopes of good fishing coming back, and they are now depending on the soil, which is unable to support them.

11610. Mr. KAVANAGH.—What is the remedy?—There are only two, and if you mention one of them you are called hard names. One is employment—if there were manufactures; and the other is emigration of whole families. There is an immensity of emigration, but then it is the able-bodied, who leave nobody behind but the old people and children, and the consequence is that the labour is as bad as can be. The ground, it is said, would produce one-third more. I see more women labouring than men. The people who go to America very often send home money, and it is often with that that the rent is paid, and the tenant-right of farms purchased.

It is this American money that has raised the tenant-right in my district to such an exorbitant price.

11611. Then, even with the best cultivation, they could not support their families on these small holdings?—No; it is generally a pasture country.

11612. You have heard of the other alternative to emigration—immigration on the waste land to reclaim it?—That would not apply to the place. The mountains are all in possession of the tenants, and at the beginning of the cry of distress the parish priest spoke of the matter to me, and also to Mr. Musgrave. He had spoken to some of the people on the subject, and his idea was that they might be transferred, and put where there was room for them, but they would not hear of giving up their right of grazing on these mountains, and in many cases they are not fit for cultivation. They are only useful for sheep-grazing. The tenants had reclaimed little patches, but it is not real reclamation, for there is no thorough drainage at all. They put fences round a small patch, and three or four open drains, and then put potatoes in on the rough.

11613. Did they get in their crops last year?—I never saw that country look so fairly prosperous.

11614. Did Mr. Musgrave spend any money on improvements?—He is now spending money; I am not his agent for more than four or five years, so cannot speak exactly as to this in the past. He has borrowed £5,000 or £6,000 from the Board of Works, and is making roads with money he has in his own hands.

11615. Was that money got at the low rate?—Yes.

11616. What does he charge?—He is making a road now which is a county-road. That he gets no return for except that it gives easier access to his property.

11617. Has he laid out any money on the tenants' farms, except making these roads?—No.

11618. Or any money of his own?—No, not on the tenant's farms, but he has laid out a good deal of his own money on land in his own hands, and on buildings. There is one system, the credit system, which prevails all over our district, and it is ruinous to our people—the shopkeepers give them unlimited credit for what they want. It is since the tenants' interest in the land became more valuable that they have given this unlimited credit.

11619. Then you think it ought not to be made more valuable?—No; I don't reason it that way, but I am only stating it as a fact. The country is in a miserable state from that very cause.

11620. Is this Mr. James Musgrave that you mentioned?—Yes.

Mr. ROBERT LEPPER, Foyleview, examined.

Mr. Robert Lepper.

11621. CHAIRMAN.—You are a land agent?—Yes.

11622. Over what amount of property?—About 27,000 acres.

11623. Is it one property?—No; there are different properties of small proprietors.

11624. Would you give us the names of the proprietors?—There are about twenty; Lord Donegall is one, James Steel Nicholson, George Knox Gilliland, Bartholomew M'Corkell, Mr. John Foster, Samuel Lawther.

11625. Are these all in the county Donegal?—All in the barony of Inishowen.

11626. Does the same system of tenant-right exist on all of the properties under your management?—With one exception, that of Lord Donegall.

11627. What is the general principle, and what is the exception?—Liberty of sale to the highest bidder, provided he is a man of good character and circumstances.

11628. What is the exception on Lord Donegall's property?—He does not recognise tenant-right at all; but in the case of the small tenants he gives twenty-one years leases, and allows the tenant to dispose of his interest in place of tenant-right.

11629. Has that always been the custom?—No; the townlands I mentioned only came into his possession five years ago. They were held by middlemen

up to that period. Up to that time, while the middlemen had been in possession, they gave unlimited power to sell the tenant-right. When the leases were expired he took the undertenants on as his own tenants and, when wishing to sell, gives them twenty-one years' leases, and any that wished to sell could do so. "Sell interest in lease."

11630. On the tenant-right portion of the estates are the tenantry satisfied with the system pursued there?—Yes; I hear no complaints.

11631. Is there anything special you wish to mention?—Nothing, except as to fixing rents. It is the only question, it strikes me, on which there is any special feeling in that county. It would be better settled by the landlord and tenant coming together, and if they could not agree, have a Government valuator to settle it.

11632. Do you think, as a general rule, it would not come to the necessity of calling in the Government valuator?—I would not say that. I think it is possible it might. I would have an arrangement of that sort; there would be more security felt on the part of the tenants. There would be greater inducement to improve than at present.

11633. The O'CONNOR DON.—Has there been much alteration in the rents on the estate?—Very little: I

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Mr. Robert
Lepper.

examined the rent books back thirty-five years, and in only three cases has there been an increase, a small increase, and in other cases there was a reduction of from 15 to 27 per cent.

11634. When were the reductions made?—Since 1847.

11635. At what date?—In 1847.

11636. And they have remained at these low figures since?—In the majority of cases it is so.

11637. Have there been any increases made since the Land Act passed?—Not to any great extent.

11638. What does tenant-right sell at?—It varies very much; from six years up to as high as thirty-five.

11639. Do you think the Land Act affected it?—Since 1870 it has sold higher.

11640. Is the townland of Carndonagh under your management?—No, I manage some property convenient to it.

11641. CHAIRMAN.—Were the rents fairly paid up to two years ago?—Up to two years ago very fairly and punctually, but they were very badly paid since.

11642. Have you had any case of ejectment for non-payment of rent?—I have had ejectments, but none where the tenants were actually put out of their farms. I have not had a dozen ejectments in the last thirty years, on the properties I mentioned, where the tenants were actually put out.

Mr. William
Craig.

11654. CHAIRMAN.—You are a tenant farmer on the Duke of Abercorn's estate?—Yes.

11655. What is the size of the farm?—About 44 statute acres.

11656. What is the rent?—£40 3s.

11657. Is that a tenant-right farm?—Yes, sir.

11658. How long has the rent been fixed?—Something about twenty years.

11659. We have heard to day of the Duke's system of tenant-right, that it is a very liberal one for the tenant. Do you find it so?—We consider it so.

11660. And you are quite satisfied with the way it is conducted?—Quite. There is liberty to sell to the highest purchaser, if he is a person of good character.

11661. It was said by one person that he was very well satisfied with the practice, but he was not so well satisfied with the rules?—As to the rules I think they were changed before I became tenant. (I have been tenant twenty-six years,) and the rules differ now from what they were, but I believe there was a limit as to the tenant-right then. The late agent confined it to seven years' purchase, and now I have known cases on the estate where thirty years' purchase was given for the tenant-right, but latterly I consider that tenant-right has decreased in value, from pressure of the times and from other circumstances—first the locality of the farm and next the condition of the land and of the house. I think tenant-right would increase where the land is left in good condition, because where the incoming tenant had to put the land up in condition it would be the same as an amount added to the purchase money, and that therefore lowers the tenant-right value.

11662. You don't think there is anything to the injury of the tenant in what has been done in the way of changing the rules?—No, sir.

11663. The O'CONOR DON.—Has there been any raising of rents?—Only once in the period I have mentioned—twenty-six years—I cannot say how long previous to that.

11664. There is no periodical time at which rent is raised?—Not that I am aware of.

11665. Mr. KAVANAGH.—At the expiration of a lease, do they raise the rents?—There have been few leases on the Duke's estate—that is the Donegal estate. I don't know of more than two leases that have been taken out of late years, by very improving tenants—tenants who intended expending large amounts in building—in dwelling-houses and offices.

11666. Your evidence is that, so far as you know, there is no insecurity felt from fear of the rents being

11643. It drives them to selling?—They generally sell when they find there is a prospect of being ejected.

11644. What is the proportion of rent paid?—Only about half; we offered 15 to 20 per cent. abatement.

11645. What became of the people who sold out?—Many went to America, and many became labourers.

11646. In the neighbourhood where they were before?—Yes.

11647. Are they generally very small farms?—Yes; the average is £8 rent all through. Very small in mountain district.

11648. Something like what is described by Mr. Olphert?—Yes.

11649. What state are they in this year as to crops?—Very good this year, altogether, the oats and potatoes are good.

11650. They have been relying on fishing?—There has been a good deal of fishing round the coast up to a few years ago. In my neighbourhood they still fish a good deal.

11651. The O'CONOR DON.—Has there been much laid out by the landlords in improvements?—Not much.

11652. Have the tenants laid out much?—Not much, for a number of years at all events.

11653. CHAIRMAN.—Are the houses usually thatched?—Almost altogether thatched, there are very few exceptions.

Mr. WM. CRAIG, Broadlea, examined.

raised?—I cannot say that. On the Duke's estate we don't know how soon a new valuation may come. When I got into this farm the rent was £33 17s. per annum, and when a new valuation came I was raised to £40 3s., so I have remained on for something about twenty years, and I don't know how soon there may be a new valuation, and I cannot say whether it may be higher or lower, but we fear it would not be lower, and especially tenants who improve. There is a tenant beside me who has nine acres more land than I have, and it is a better farm, and when the last valuation came he was raised £2, and I was raised £6; why? Because his farm was in a worse state of cultivation, part of his farm is still unreclaimed. I was advising him to reclaim it, but he said "I will not do it for we will soon have a new valuation, and I would be saddled with more rent."

11667. You think if there was a new valuation and he got his new rent fixed, he would begin improving, expecting there would be no revaluation for a good many years?—I think so.

11668. That would be in reliance that the Duke would not take advantage of him?—Just so.

11669. The O'CONOR DON.—Have you laid out much on improvements yourself?—I have.

11670. What have you done in the way of improvement?—I have built a dwelling and office houses, and I have reclaimed my farm, I have made all the improvements with regard to draining and fencing, and put gates on, and the like, all that I can expect to do or will do to pay me, and I have my farm in as good condition as many others on the estate.

11671. Have you thorough drainage in all the land?—I have.

11672. Have you made any calculation, what it has all cost?—No, sir, I did not; I have sons of my own and they wish as yet to work on the farm, I don't know how soon they may turn their attention to other work.

11673. What is the general size of the farms?—I think on the Donegal estate, from thirty to seventy acres; sometimes the farms go beyond that, farms that have been consolidated of late years, where parties were going out, and other parties more well to do, have been able to add these farms to their own and make them larger.

11674. Are there any very small farms?—Not very small on the estate where I live.

The Commissioners then adjourned until next morning.

SEVENTEENTH DAY.—THURSDAY, 30TH SEPTEMBER, 1880.

Sept. 30, 1880.

The Commissioners resumed the Inquiry this morning.

Present :—The Right Hon. the EARL of BESSBOROUGH, Chairman ; The O'CONOR DON, ARTHUR MACMORROUGH KAVANAGH, Esq., D.L. ; WILLIAM SHAW, Esq., M.P.

Mr. HUGH M'KINLEY, Dromosk, Ballintra, and Dr. SAMUEL T. HASLETT, Donegal, examined.

Mr. Hugh
M'Kinley and
Dr. Samuel T
Haslett.

11675. CHAIRMAN.—Are you a tenant-farmer?—

(Mr. M'Kinley)—Yes.

11676. How many acres do you hold?—About forty-nine acres, statute measure.

11677. What is the rent?—My rent up to the present has been £30 16s. 2d.

11678. What is the name of your landlord?—Colonel Knox of Prehen, near this city.

11679. Who is the agent?—Mr. Thomas Colquhoun.

11680. You say £30 16s. 2d. has been your rent up to the present?—Yes.

11681. Have you any reason to believe there is likely to be a change?—I have been served with notice of a rise.

11682. How long has the present rent been going on?—The present rent was put on before I became the tenant. My father and grandfather both lived in the same place.

11683. Did they hold under lease?—Originally they did. I bought a good deal of the land myself.

11684. You bought the tenant-right?—I bought the tenant-right of the greater part of what I hold. The rent has been raised—by the admission of the bailiff, an old man I have been talking to—three times within living memory. I should not say it has been raised three times, but it has been revalued three times. One of the valuations was under the rent that was then paid, and that valuation was never brought forward. The rent that I am paying has been continued a long time, and in 1877 we were served with a notice of another rise. I was served with notice to pay a rise of £5 10s. 11d.

11685. In 1877?—Yes.

11686. What has been done since 1877?—We objected to pay the increase; and in cases where farms have been sold since, the bailiff was sent to the auction, and the purchaser was given to understand that if he bought, he would buy with a prospect of having to pay an increased rent.

11687. Would that apply to your own case?—I believe it would, if I were going to sell my farm—the purchaser would be noticed that the rent was to be increased.

11688. Up to the present you have not come under the new rent?—No; I have not paid it.

11689. Has any step been taken to compel you?—No, except serving me with notice.

11690. Was there a general notice given of the increase of rent to the tenants?—Yes; a general notice was given all over the estate.

11691. Was there any valuation made prior to the notice?—Yes, and in my own case I expended my time, money, and energies in improving my farm for a number of years. I cleared six acres of whins, and my next neighbour I am sure cleared ten, and on the very day I was finishing the last field I was served with the notice. I feel thankful that I have it in my power to come here and tell it to this Commission. I have seven small children and aged parents to support. God only knows what my feelings were on getting that notice. I sat down and cried, and cursed the day that I began to improve the farm, for if I had not improved it the rise would never be put on me, and I should add, the agent led me to believe my improvements would be my own.

11692. Would you be satisfied with a fair rent to be fixed by arbitration?—I would; at the same time I

would beg leave to say what I know from practical acquaintance with the country. I am nearly a medium man in my circumstances in our part of the country—apart from a situation I got, that I made some money by. I am a man loyal to the throne and Constitution. I have been an Orangeman for the last twenty-seven years, so that you will not think my evidence biased against the landlord, when I tell you I have known, during the past year, families compelled to pay a rack-rent, and living for three months upon charity. I was employed to buy kelp on the sea shore, and I had to lend my hard-earned money to respectable tenants. I had also to indorse their bank bills—in fact they have me so sunk with themselves, that if matters go much further, it is hard to tell how they will end with me.

11693. You advanced them this money for their support?—No, but to pay their rent.

11694. Mr. SHAW.—You say that while some tenants were receiving charity they paid their rents?—They did to my own knowledge.

11695. The farms were small?—In some cases they were.

11696. In such a case as this, where you have notice of a rise of rent, do you say that it ought not to be a matter entirely at the option of the landlord to raise it whenever he pleases, but that there should be some means afforded of arriving at a fair rent?—Exactly. I think that would be acceptable, and I am giving you the opinions of the leading respectable farmers whom I have consulted on the subject. I may observe that the statements that would apply to this locality would have very little application to our part of the country, as I think Dr. Haslett will also be able to testify. I live in a rural district, where there are not the same facilities for reaching a good market that there are here. I will give you the statistics of my income and expenditure last year. I think it will give you a little instruction on the subject. First, take the outlay—rent, £30 16s. 2d.; servant's wages and diet, £30; taxes, £6; support of clergy, £2; clothing for nine in family, £10; groceries, &c., £10; keeping in repair farming implements, £5; seed and manure, £20; doctor's bills, £2; smith, for horse shoeing, &c., £2; Indian meal, £15; making total of £132 16s., and that is not exaggerated in any single particular. I am certain I am below the mark in the grocery department.

11697. That was your actual outlay, £132 16s.?—Yes, and I believe it does not include all if I had only time to go into detail. Now, to meet that outlay the following was my income from the farm: produce of cows, £9.

11698. Do you mean sales?—I mean the price of butter. Profit on young stock, £15; pigs sold, £7; produce of one barrel of flax, £6 10s. That was the gross sum.

11699. You mean the produce of one barrel of flax seed?—Yes.

11700. Did it only produce £6 worth of flax?—£6 10s. That was all—flax was nearly a failure in our part of the country. Then there were oats, £15; barley, £4; potatoes, £20; sheep, £4; meadow, £10; grazing, £12; produce of fowls, £5; turnips, £4; total £111 10s. as against £132 16s. 2d., outlay, showing a deficiency of £21 6s. 2d.

Sept. 30, 1880.

Mr. Hugh
M'Kinley and
Dr. Samuel
T. Haslett.

11701. That was for last year, I suppose?—Yes.

11702. It was a bad year?—Yes; but the previous year was very little better. I may say, I am short these last three years £60.

11703. In the charge for labour, in the account of outlay you have given us, do you include your own labour?—No, I put down only the actual wages and diet of the servants I had to employ.

11704. You put nothing down for your own labour?—No.

11705. Did you work yourself?—Yes; and I have neither smoked tobacco nor drank liquor, except as medicine, for the last sixteen years.

11706. CHAIRMAN.—How does your rent stand, as compared with the Government valuation?—The landlord's rent is £30 16s. 2d., Government valuation, £30 6s. or thereabout. My farm, I should tell you, is considered to be a cheap farm by strangers. I may mention that the Government valuation is not a criterion in our neighbourhood. I have heard persons who understood it, say the valuations could be tampered with; one man boasted that he had got £11 struck off one townland and put on another, besides the reviser has made changes.

11707. Have you got any of your receipts?—No.

11708. Have you got any accounts of income and outlay for the previous years, like the account you have given us for last year?—No, I have no account but that for last year.

11709. That was an exceptionally bad year, was not it?—Last year was; but this year I consider will be as bad on me as last year. The only hope and confidence we have is in the present Commission and Ministry, and the trust that you will put us in some way that we will be able to live.

11710. Mr. SHAW.—How is this year worse upon you than last?—I did not mean to say worse than last year, but worse than the year before. The reason is, prices are lower.

11711. But the produce is greater?—I admit it is in some kinds of produce, but the potatoes are worse this year, than last year.

11712. Is that generally the case in your neighbourhood?—It is except with the Champion potatoes which were sparingly distributed in our country.

11713. What sort of potatoes did you grow?—Skerry blues; except a few stone of Champions.

11714. Have you been growing them a long time?—Yes.

11715. Did they succeed generally with you?—They did—I had rather unusual success, but I had to carry manure on my back a quarter of a mile up a hill to new land.

11716. CHAIRMAN.—Have you included in the income of your farm the value of what produce you used yourself for your family?—I have. We bought nothing but the Indian meal, groceries, &c. I may tell you that except myself and a few more upon the property, there is not a pound of meat eaten from one year's end to the other, unless now and then they may be able to buy a pound or two of bacon.

11717. You have some means independent of your farm?—Yes; but I may tell you from personal knowledge that before I got the agency I referred to just now, I could not have lived, nor my father before me, upon the farm, but for my sisters, uncle, and brother that went to America, and sent home money year after year.

11718. There must be a good many tenants on the property who have nothing but the land to live on?—They are exactly as we were; their friends are trying from year to year to send them what will pay at least a half year's rent, and the case is the same with the majority of small tenant farmers.

11719. Do you know how many tenants are on the property?—I could not say exactly—I think about 100.

11720. Are there many small ones?—In general they are small.

11721. What size would they be on the average?—They average about fifteen or twenty acres.

11722. Are the large farmers better off than the small?—As a rule they are.

11723. Mr. SHAW.—Is it poor land?—It is considered to be a good part of the country; but tenant-right on it is not sold as high as on other estates, owing to the rents being high, and the agent pretty sharp in lifting them. There are two gate days for paying rent—one in November sometimes in December and the other in January. Last year he waited till April. It has been the custom, if the rent is not paid on the day appointed, any person not paying is served with an ejectment process for one year's rent. There are four tenants—Edward Gillespie, James Allen, Widow Caron, and Owen Martin—who were unable to pay, and are at present under ejectment decree.

11724. For non-payment of rent?—Yes. I don't like to say much about it—they were served with two ejectment processes last year, I am sorry to say, for one year's rent. The last one has been acted upon.

11725. Have they any objection to their names being in print?—We do not know what may happen. I may be ejected for being here. Nevertheless I attend as a duty to my family and to my neighbours.

11726. The O'CONOR DON.—Have there been any sales of tenant-right on the estate lately?—Yes; but previous to the Land Act I suffered severely myself by office rules. For instance—the farm adjoining mine the agent allowed the tenant to sell it to the highest bidder, though I asked him, as adjoining tenant, to lend me £100 to buy the farm. It was sold to a stranger twice over, and when I asked him to lend me £100 the answer he gave me was that it would take more than £500 to stock and clear that farm. He refused to lend me the money, and he allowed the farm to be sold to a stranger. I was afterwards sent for to go to America. The uncle I referred to a while ago died there, and left my father and his family property value £15,000. I set the farm in August to a respectable neighbour conditionally on the approval of the agent. I had till the 1st April to go back to the farm—that was my covenant with my neighbour. I wrote to the agent to ask would he sanction such a thing until I would go and see would I succeed in obtaining what was left to us in America. He refused to sanction that. I had proposed about ten years before to sell the farm—he refused to allow the farm to be sold except to an adjoining tenant. That conduct of the agent has been the means of keeping us out of the money, for, being aliens, we could inherit no real estate in America, and, from not being able to attend there, the result was we never got it.

11727. What is the usual price paid for tenant-right on the estate?—It varies from five to thirty years purchase.

11728. If the rents are so high how comes it that there is such a high price given for tenant-right?—I explain it in this way: most of the men that buy land about our place are men that went to Australia, America, or elsewhere, earned money, and came home desirous of a place to settle on. They generally give a high price. Another reason, farmers feel that for their own interests, and that they are not serving their country if they allow tenant-right to die out by rises of rent—inasmuch as their interest in improvements will die with it.

11729. Do you think there is any wish on the part of the tenantry that on the occasion of the sale of a farm a tenant on the estate should have the preference as against an outsider?—In most cases that is so.

11730. The adjoining tenant should have the preference?—Well, not exactly the adjoining tenant; but a tenant on the property.

11731. The O'CONOR DON.—Have sales usually

been, in point of fact, to tenants on the estate?—That used to be the rule; but now free sale is allowed to anybody.

11732. As a matter of fact do adjoining tenants usually purchase or strangers?—Generally the adjoining tenant buys if he is able to do so, but I am sorry to say there are few of our tenantry at present able to buy; perhaps not three on the estate.

11733. Would not your evidence go to show that the land could hardly pay any rent?—It would for last year.

11734. Have you not stated that the produce of the land is, in your case, not equal to the outlay?—Neither was it last year.

11735. Mr. SHAW.—That was only in a bad year?—Yes.

11736. You could make things meet in good years?—We try to do so. The respectable class of farmers do not like to let the worst of their case be known. The way you would know it best is, if you had access to the secrets of their bedchambers and underclothing, and I have known respectable tenant-farmers to go into their room and eat potatoes and buttermilk while they had to give their servants in the kitchen fish or bacon. They won't stay with you unless you feed them. Potatoes and buttermilk or Indian meal, are the diet of the generality of the middle class farmers in our district, as far as I know. Dr. Haslett is here, and he can certify what I state that numbers of them go to a premature grave in consequence of this.

11737. From poverty?—From poverty of diet. In fact I am sorry to say I have felt more or less of it myself.

11738. The O'CONOR DON.—Do you think there should be a power of ejectment for non-payment of rent?—For one years rent I believe it is a great error and causes great injustice. I believe that morally and for the general good it is an erroneous principle. I have known instances where well-to-do men—men that loved their country and loved its welfare, hard working and industrious men, have been overtaken by misfortune, sickness in their families, or loss of cattle, or have had such a season as that of last year, and because they owe a year's rent the landlord has the power to evict them, whereas if they had a second year they would be able to recover themselves. There was the case of James Allen. If that man had been allowed another year he might have regained his position, without the costs of two ejectments.

11739. Have those men been turned out?—No, they are still on the farms, whether it is from the leniency of the sheriff or the landlord's goodness I do not know.

11740. They are in as caretakers, I suppose?—No, they have not as yet been turned out.

11741. Did they pay the rent?—I am not sure about that. Martin to my own knowledge sold his only cow, and paid the rent and the costs of one ejectment, but that was last year. He had nothing left, I think, to pay this year. There is another tenant, named Gillespie. I have noticed him this number of years. His house was burned some time ago. A foolish child went up on the loft with a light, and the place caught fire. He has never since been able to put a roof on part of it. He has a large family to support. He got no charity last winter. He had two cows and some fowl, and they were the only support he had last season. If he sold them he might starve. I advised him not to sell the cows, but to struggle on and pay the costs when the cows would calve—that it was better to do that than to sell the cows. He took my advice, and the consequence is he has some means now that he had not then.

11742. Are they mostly thatched houses they live in in your district?—Mostly thatched. We had no encouragement to build. My father built every stone where I live. He was promised slates, but he never got them, and he had to thatch the house.

11743. Mr. SHAW.—Do you know the condition of the tenantry upon other estates in your neighbourhood?—Not particularly. Of course I have a general knowledge of them.

11744. Are they in a better state than the tenantry on the estate you live on?—I think they are, mostly, but some of them are just as badly off as we are. I know one tenant, a very old man. I was speaking to him the day before I left to come here. His name is Hugh Scott. His rent has been doubled, and on another estate they have been raised; the rise was collected, but returned last year.

11745. On what estate does Scott live?—The late Mr. Chichester Hamilton's property—now Major Hamilton's; but Major Hamilton is not to blame for that.

11746. I understood you to say your rent was not raised during your tenancy?—No, I did not pay the last rise; it was raised in my father's time.

11747. How long ago is that?—I suppose fifty years ago.

11748. At the same time you say the rent is high?—It is high—entirely too high, as I would not take on me to pay in future more than half the present rent, with the present prospects.

11749. The O'CONOR DON.—How many acres are in it?—Forty-nine statute acres or thereabouts.

11750. Mr. SHAW.—Is it rough land?—About twenty-two acres is. A stranger going over it would think it pretty fair. For instance, the agent when he came last spring was gratified to see, as he thought, very fine grass on a four-acre field next the house; but I did not get three tons of hay off three acres of it; the other acre is under potatoes. There were not three tons of hay on the three acres that the agent thought looked so fine in the spring.

11751. It had a promising appearance last spring?—Very promising, but the land is very stiff, and has a flat rock under it. In some places it has not three inches deep of earth; in others there might be a foot.

11752. Have you good crops on other parts of the farm?—I had seven and a half acres of hay altogether, and the produce of the entire was about 150 cwt.—just twenty cwt. to the acre.

11753. A ton to the acre?—A ton to the acre.

11754. Is there any way of improving the rest of the farm?—Some of the land is unreclaimable, unless I draw clay from other parts and covered it. It is poor, rocky land, covered over with whins.

11755. Is that the general character of the land in the neighbourhood?—There is some good land there, but more of it is rough.

11756. CHAIRMAN.—How far are you from Londonderry?—Forty-three miles.

11757. You are on the other side of Donegal?—Yes, six miles from Donegal.

11758. Mr. SHAW.—Half way to Ballyshannon?—Yes. The parish I represent is as good a parish as there is in that part of the country, the parish of Drumholin. What we would consider a fair rent is, to give the landlord the just value of the soil as he set it to us, and that we should not have to pay a rent, or continue to pay a rent, as we have been doing, and our fathers, as a tax on our improvements. We feel that our improvements are unfairly taxed when they are the cause of increasing our rent, we have no encouragement to improve under such circumstances. If we had the benefit of our improvements, giving the landlord the just value of his land, both parties should be content, and the tenants then would for their own sakes strive to improve their holdings, and get the most they could out of the soil, and not let so much money go out of the country for Indian meal as we are doing.

11759. The O'CONOR DON.—You have not been paying rent for improvements within the last fifty years?—Yes; as every improvement done to the land was done by us, by myself, my father, or grandfather.

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11760. But your rent has not been raised for the last fifty years?—Admitting that, I say the rent was raised too much then, and that we have been paying too high a rent from that time to the present, and could not have paid it at best times off the products of the farm.

11761. Mr. SHAW.—You think the rent ought to be reduced?—Yes.

11762. If it was fairly valued?—Yes. I say take the present value of the land in its improved state, and divide that into two parts—let the tenant have the value of his improvements, and give the landlord his just rent—that is, the value of the land, without the tenants' improvements.

11763. Do you think the tenants would improve if they had security?—I believe they would; but they would have to continue the improvements in order to continue prosperous. For instance those six acres that I improved and cleared of whins, if I did not keep on every year improving, the land would soon be as bad as ever with whins.

11764. You are obliged to break it up periodically?—Yes. If you do not it will be covered worse in a few years than ever it was. That is the nature of whins.

11765. That causes an expense for labour?—Yes, there must be a continual expense going on in order to keep the farm up to its present state.

Dr. SAMUEL T. HASLETT, Flower Hill, Donegal, examined.

11766. CHAIRMAN.—Are you a holder of land?—I hold a small farm.

11767. You farm yourself?—Yes.

11768. Is it your own land?—It is my own land. I pay a perpetuity rent for it.

11769. Are you a dispensary doctor?—Yes. I hold a dispensary in Donegal Union. I held one in the Ballyshannon Union for eight years.

11770. I presume you have had an opportunity of seeing a good deal of the country, and the state of the tenantry?—Yes.

11771. Speaking of the last two years, have you found them in a very bad state?—Yes, a very bad state indeed. A great deal of poverty, destitution and starvation.

11772. Arising from the failure of the crops?—Yes.

11773. Mr. SHAW.—Among the farmers?—Yes, and the labourers.

11774. CHAIRMAN.—Before that time how were they going on?—Before that time there was a good deal of poverty in some of the poorer townlands under my observation, but never any actual starvation.

11775. As long as the crops held pretty well they were able to live?—They were as a general rule able to live—they were able to drag through without aid.

11776. What system of cultivation did they generally follow?—I think the usual rotation of crops—green crops after potatoes, and a little oats and hay on the mountain tracts. They lived on potatoes and Indian meal to a great extent.

11777. Indian meal and potatoes?—Indian meal and potatoes to a great extent.

11778. Have you any knowledge of the rate of rents in that part of the country?—I have a considerable knowledge.

11779. What is your opinion?—On some estates the rents are decidedly too high, being considerably above the valuation. On others that I could name the rents are more moderate, and not above the valuation.

11780. Do you find that the occupiers of the larger holdings are able to get on more prosperously?—On the larger farms do you mean?

11781. Yes—you were speaking of the small tenants I think—did you observe any difference between the occupiers of small and large holdings?—Decidedly; the larger holders have generally something to fall back upon—something they can sell in a bad season, and they do not throw themselves upon poor relief or go into the workhouse like the small holders. As the last witness stated, they are often much worse off than would appear—very much worse off when you come to know their circumstances. As a rule they keep up appearances when in reality they are often in a state of semi-starvation.

11782. Have they any other means of support besides their farms?—No; farming is their general means of support—there may be an odd person here and there that has something else such as cattle jobbing.

11783. Mr. SHAW.—There is no weaving?—No; there is no manufacturing industry I know of except that some of them have flax mills and corn mills.

11784. Is there any fishing?—There is fishing on the coast—a considerable amount of fishing; and in the villages of course there are shopkeepers.

11785. What villages?—There are two—Lahy and Ballintra. They both come under my observation.

11786. Do you live near Ballintra?—I live two miles from Donegal—on the way to Ballintra.

11787. I suppose you know the country thoroughly?—I do. I have been twenty-six years acting as medical officer through the whole of it I may say.

11788. Have the tenantry been in this state during the whole of that time?—Sometimes better—sometimes worse.

11789. According to the season?—Yes. About ten years ago they were remarkably well off. From ten to twenty years ago they were well off—all solvent or nearly so. When I went to that part of the country first there was a good deal of insolvency—they could not pay their way, but they recovered from that in some measure. But for the last two or three years they are very poor again—chiefly from the decreased value of land arising from failure of crops and foreign competition.

11790. You mean the decreased value of land if they were going to sell?—Yes—the decreased value of what they can make by their produce and by rearing stock—they don't get the same price for their cattle, butter, and other produce. They do not sell at all at the same rate.

11791. Are not stock, butter, and everything connected with cattle selling very high this year?—I hear there has been rather better demand for the last few weeks.

11792. Is not butter higher this year than almost it has ever been?—I think not.

11793. Do you know what it is selling at?—A shilling a pound is the price at present in Donegal, it has been much lower previously.

11794. At the time you speak of, when the tenantry were well off, do you know what prices they received as compared with the present?—£3 or £4 for a calf; £6 or £8 for a year old, sometimes as high as £10 or £12 for between a year and a two year old. Now you won't get half of that.

11795. The O'CONOR DON.—Do you mean to say you won't get the half of it this year?—I hear there has been a rise latterly, I have not been to the market lately.

11796. Mr. SHAW.—The amount of stock in the country has been lessened these last few years?—Very much lessened.

11797. Is yours a dairy farming country?—No, not to any great extent.

11798. Are the farms large as a rule?—No, here and there you will find a farm of thirty or forty acres, but it is very rarely they are of that size.

11799. CHAIRMAN.—Have you any railway through

that part of the country?—Not yet; but there are two in progress.

11800. Have the farmers to convey their produce a long distance to get to a market?—Well, there is a sort of market in Donegal; but there are so few buyers that they have it all their own way, so to speak.

11801. There is not an open market, as there would be if there was a railway?—No.

11802. Mr. SHAW.—Do you know the name of the agent of the estate?—Mr. Gage, he has only been appointed within the last two or three years.

11803. Have rents been raised on the estates in your neighbourhood?—In some instances. Others are much the same as they were when I came to the country twenty-six years ago.

11804. CHAIRMAN.—You say the condition of the tenantry is very poor?—Very poor; there is a great deal of poverty. The mountain farms are scarcely worth holding, in a year like the last when the potato crop failed everything goes, and there would have been much starvation only for the charitable relief that was afforded.

11805. Is there any difference on the properties of different landlords in the condition of the people?—Very much difference—very great indeed.

11806. According to the rents?—According to the rents, and according to the management of the estate.

11807. Mr. KAVANAGH.—What is the average size of the holdings in the district in which there is so much poverty?—Taking the acreage it is large enough. Some of them have thirty, forty, or fifty acres of mountain, the rent of which is a shilling an acre or less.

11808. Mr. SHAW.—Is that in the district where you live?—It is.

11809. I did not think there was mountain between Donegal and Ballintra?—It is over towards Pettigo and Lough Derg.

11810. That is a long way from you?—Yes, but it is in my district, or adjacent to it.

11811. Is that the Connolly estate?—A good deal of it.

11812. Mr. KAVANAGH.—In your opinion is over population a cause of the distress which prevails?—Certainly not.

11813. You think the holdings are large enough to support them?—I think it is very hard to live on some of their holdings when the potato crop fails. It is not want of size, but want of quality in the land. As the last witness has stated there has been no inducement held out to the tenants to improve their farms—no encouragement.

11814. If on the Connolly estate, and other estates, rents have not been raised for a long time, is not that an encouragement?—Well, there was a good deal of confidence in the management of the estate till some fifteen or eighteen years ago when a survey was made, and an attempt made to raise the rents, which did not succeed.

11815. It was not carried out?—It was not, owing to the moral resistance of the tenantry.

11816. That was fifteen or eighteen years ago, when the times were good?—The times were fair.

11817. There has been no attempt lately made to raise the rents, or any threat of it?—Certainly not at present. Since that it has been talked of two or three times. There was a special attempt made about the time I mention fifteen or twenty years ago. It went so far that some of the tenantry—my informants were the bailiff on the estate and some of the tenants themselves—were informed that if they went to the rent office they would be told what the rise was. They were advised not to go to the rent office, but to offer the old rent when it was due, and at the same time the agent was remonstrated with, and the late Mr. Thomas Connolly, the then owner of the estate, did not press for the rise.

11818. Are there any special cases of rent or ejectments in the district that you know of?—I could not mention any special cases of ejectment at present.

11819. Is it more a fear that there might be a rise that deters people from improving than any actual rise that has taken place?—There has been actual rise in some instances, but not generally on the Connolly property.

11820. I am not speaking of the Connolly estate in particular, but of the district generally, is that the case?—Yes; there have been many instances of rise of rent on the smaller estates.

11821. Have there been any purchases by tenants of their holdings in your district?—There have been some purchases of Church lands, but not any others that I am aware of.

11822. Did all the tenants purchase the Church lands when they had an opportunity?—I know several who have purchased. I know one who did not.

11823. What is the present state of those who purchased?—I was speaking to some of them within the last week or two. They are very contented and expressed themselves more satisfied than they were previously.

11824. Did they appear to be more comfortable and living better than those who had not an opportunity of purchasing?—I have not been in their houses, but they seemed very contented and expressed themselves so.

11825. Were the Church lands let high or low before the purchase?—They were let moderately, I think.

11826. At about the same average as the rest of the county?—About the same. I think they were all probably under or, at least, not above the Poor Law valuation—some of them considerably under it.

11827. Do you know whether the persons who bought had the money to buy or did they borrow?—Some of them had a little money—one-fourth or a half, and they are paying the rest off I think by yearly interest.

11828. They have to pay something more than the rent in order to pay off the purchase-money?—Yes, sir; but I understand some of them are not paying much above what the rent was.

11829. Including the interest?—Including the interest.

11830. You think that by the feeling of security they have been put in a better position?—Decidedly.

11831. Mr. KAVANAGH.—Do you know whether the rents on the Connolly estate are considered high?—They are considered moderate.

11832. Do you know anything about the condition of the tenantry, or what amount of arrears are due?—I do not know. I cannot speak on that point. I know there are arrears due more or less, in general probably not more than a year. The Connolly estate is, generally speaking, moderately rented, and people are very well able to live on it with economy and industry.

11833. Mr. SHAW.—What estates do you know of that in your opinion are over rented?—There are two or three small estates, perhaps comprising altogether twenty or thirty townlands; but if this is to go before the public it might not be judicious of me to mention names, as I hold an official position.

11834. You can give them to us in confidence?—I mention names; but the property which belonged to the late Mr. James Johnston, and some other small estates in the parishes of Donegal and Drumholme, are rented very considerably above Griffith's valuation, which is the nearest approximation to a fair standard at present known.

11835. There are no others that you can think of at present?—No. Mr. John Hamilton's property is fairly managed. Lord A's property is generally considered to be very much over rented. I have no knowledge of it personally, but one or two of the more respectable tenants state that their rent has been unreasonably raised. I had some communication with his Lordship about the purchase of a small property near Donegal as a building plot, and tried to get a promise of a lease from him, but I could not get it.

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It is generally understood that it is not possible to get such a thing without a large increase, such as 25 per cent. on whatever rent has been paid.

11836. That does not refer to farms?—It does not refer to farms.

11837. You see a good deal of the labouring people in your district I suppose?—I do.

11838. What is their condition?—Whenever the farmers are poor I think the labourers are poorer, as the farmers cannot afford to pay them. They are ground down to the lowest penny they can be got for. A great many of the labourers have been out of employment latterly altogether, and dependent on charity.

11839. Do they usually hold from the farmer or from the head landlord?—They usually hold their cottages from the farmer.

11840. Do they pay rent for it, or is it part of their wages?—In some cases they have it one way, in some cases the other. Sometimes they pay a rent to the farmer for it—in other cases it is included in their wages.

11841. Do they go to England and Scotland in the harvest season?—The labourers do certainly, and the very small farmers do too. They abandon their wives and children and go away for the harvest; but latterly it is more to America they go than to England or Scotland.

11842. They go to America altogether—not to come back again?—They do. They sometimes return for a year or two. I know some of them who have been two or three times over. They send something home to their families while away, and come back to Ireland and remain a while; and then go to America again. That has been a custom with some of them in my district. In a good many instances small farmers have abandoned their farms altogether and gone away with their families to America—sold their interest for a trifle, and gone away.

11843. Do you employ any of the country people?—I do.

11844. Do you find them pretty good working men, on getting fair pay?—I think they are generally speaking fair working men.

11845. If they had fair employment at home do you think they would live at home comfortably, and not seek it at a distance—not half emigrate, as you say?—Yes.

11846. It is a sort of half emigration when they go away for a while, leaving their families behind them?—It is.

11847. Do you think it would be desirable to have some means of inducing them to remain at home?—I think it would. I think it is a sad thing to see the country depopulated. I was told lately, by one or two men on one of the small estates, that as soon as they had means all the young persons on the property would go to America, the whole of them.

11848. The young able-bodied men going away, and the old and infirm remaining at home?—Yes, and the women and children are left at home to be a burden, perhaps, on the ratepayers.

11849. Mr. KAVANAGH.—Is there a very large labouring population?—At present there is a very considerable labouring population. There are two railways in progress of construction, and between 400 and 500 hands are employed on one of them, between Stranorlar and Donegal.

11850. Do the contractors employ men belonging to the neighbourhood?—I think they employ all the hands in the neighbourhood that they can get.

11851. Then it is not a population brought there by the railway works?—To some extent I think it must be. I met them yesterday—bodies of them coming home from work; a great many of them were strange faces, but some of them I knew.

11852. While the railway is going on there is no want of employment?—I think not. I think there is no want of employment at present for anyone able and willing to work.

11853. CHAIRMAN.—The strangers who are brought there by the contractor, I suppose, get into lodgings?—Exactly, and they cause some circulation of money.

11854. Is there anything else you would like to mention?—No. The people generally are industrious and loyal. At the same time, I am sorry to say, there has been a considerable amount of discontent in some quarters, which might easily be excited into something worse at present. I am very sorry to find that a certain class of people who excite the populace imprudently are coming very near us, and many of the population of that place seem to be glad of it, and to welcome them.

11855. They hope something will come from it?—It seems so.

11856. Do you think they would be satisfied if they had security for their improvements?—The great evil they complain of, and justly, I think, is the arbitrary raising of rents by a valuation which comes entirely from the side of the landlord, and in which they have no voice whatever. That, I know, has taken place on some estates to a large extent.

11857. Do you think, if any means could be found by which a fair arrangement of rent could be made, either at stated periods by arbitration, or by some other means, they would be satisfied?—I believe the tenantry of whom I have any knowledge would be very easily satisfied, and very easily reduced to a state of complete contentment; but the incessant raising of rents, and the valuation coming entirely from the side of the landlord, is manifestly unfair. Tenants are compelled to pay a tax on their own industry and improvements. A vast deal of land is capable of reclamation in that part of the country, and might be made productive. I have heard it stated with great truth that no valuation would be fair except what was done by a Government official who had no interest, and could act independently of local influences. I think that would be the fairest way. One landlord has gone so far as to take by force from his tenants who owed little or no arrears of rent, a portion of their land, and sell or let it for whatever could be got for it to someone else.

11858. Leaving them their houses and the other portion of their land?—Yes. I know one man who was turned out of house and home—only one, indeed. In those cases the landlord not only deprived the tenant of part of his land, but charged him a higher rent for the balance than he previously paid for the entire.

11859. That could only have been done after an ejectment?—After an ejectment, I presume, or after an ejectment process was served. I don't think it came to an ejectment. I think it was done partly by management.

11860. The O'CONOR DON.—Could you give us the names of these cases?—My information is only from the side of the tenants, and, perhaps, I would not be justified in giving the names of the landlords. I allude chiefly to the property which belonged to the late Mr. James Johnston. I do not know the present owner.

11861. Mr. KAVANAGH.—Could you give us the name of the tenant who was treated in that way?—According to my information from the tenants' side, one is Walter Farrel, another Edward Gallagher.

11862. Were they both tenants on Mr. Johnston's property?—Yes.

11863. The O'CONOR DON.—What happened in those cases seems to have been that they had to give up part of their land when they fell into arrear, to save the rest?—Well, one of them tells me he was not in arrear, and had paid £14 for the good will of the land that he was put out of.

11864. How could the thing be done if he were not in arrear?—That I cannot explain. He seemed to me rather a simple sort of man. I give his own positive statement, which is in its main features, is corroborated by other persons.

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Messrs. Daniel Henry, Francis Convery, and John Traynor.

Messrs. DANIEL HENRY, FRANCIS CONVERY, and JOHN TRAYNOR, all of Drumsanney, Desertmartin, examined.

11865. CHAIRMAN.—You are a tenant-farmer?—Mr. Henry.—Yes, sir.

11866. What size farm do you hold?—There are eighteen acres of rough land and bog included in the deed that we have.

11867. Are you farming under a landlord now?—No, we paid one-fourth.

11868. Were you holding on the Kilcronaghan Glebe?—Yes, and these other two men as well.

11869. Did you purchase in 1871?—We did.

11870. I see in the letter that you wrote you go back before 1871, and you say that on each successive rector getting possession of his benefice the rent of the holding was raised?—Yes. The first rise was by the Rev. Spencer Knox in 1839. The farm my father held at that time was raised £4 a year, and the remaining tenants were raised in proportion. The Rev. Mr. Hamilton succeeded Mr. Knox, and he in 1863 raised it £4 5s. 9d., and the rest in proportion. I have a list of the rises he made.

11871. Having to pay interest on the mortgages, your annual payments are run up pretty high?—Yes, sir. We petitioned the Commissioners this season for a consideration, but they wrote back that they had no power to interfere, that the amount must be paid.

11872. Did you ask for an abatement?—We asked for a consideration or reduction; but they wrote back that they had no power to do anything for us.

11873. Do you regret that you purchased?—Yes, because we would have a reduction of rent if we were under a landlord, and we can get none from the Commissioners, and we now have the whole poor rate to pay, while if we were under a landlord he would have to pay half.

11874. You could not feel sure, if you were under a landlord, that you would get a reduction?—The landlords have all allowed a reduction. I see no exceptions at all.

11875. Has there been a reduction generally by the landlords in your district?—Yes. A reduction of twenty per cent., or at the least ten per cent. There are few so low as ten.

11876. When were the reductions made?—Since May.

11877. For this year?—For the last year's rent, due in November last.

11878. But then they will have to pay the full rent when the good seasons return?—I don't know according to the price of flax, and the produce. I don't know how the tenants can raise the money to pay at all, if there is not a consideration. If the Government does not show a good example I don't know who will do it. If there is not something done for the people I don't see how they can hold on at all. We complain too of the purchase-money being so high on account of the rises of rent.

11879. You are speaking of your own holding?—Yes, and also on behalf of all the other tenants who purchased. There are thirteen of them.

11880. You speak on behalf of the purchasers of this property, not on behalf of the tenants on other estates?—No, we have nothing to do with them. I simply speak for myself and the other purchasers. There is one of them, Patrick Quinn, his rent was £7 and at the last rise £3 was put on it. It was the most oppressive thing in the world to have to pay twenty-three years purchase on such rents.

11881. What made you purchase?—People don't know very often until they try, and then it is too late. We just thought that as we would have the Government for landlords they would reduce it.

11882. Your landlords are not the Government, but the Church Commissioners?—Yes, sir; but the Government can give them authority.

11883. In fact you would rather be under some landlord and pay him rent in the ordinary way, than become a purchaser of your holding, having to pay

some additional money every year, for a period of years?—Well, sir, I won't say that. Of course we would rather be independent of a landlord if we could get moderate reasonable terms. I think if there was a reduction of principal or interest given to us, we would prefer being as we are, than under any landlord.

11884. Would you like to have the interest spread over a longer time?—No, sir; we are paying four per cent. to the Commissioners. If we could get half of that taken off and pay two per cent. in place of four we would be satisfied. We are paying five per cent. for the other fourth, and that makes the thing hard upon us. If the Commissioners would reduce the interest to half, we would try to live, that would be two per cent., and if they had the money in the bank they would not get that for it.

11885. The O'CONNOR DON.—What is your present annual payment including what you pay to the Church Commissioners, and what you pay for interest on the other fourth of the purchase money?—In my own case I am paying £3 17s. 7d. every half year.

11886. To the Church Commissioners?—Yes.

11887. What are you paying for the money you borrowed?—I borrowed one-fourth at five per cent.

11888. How much are you paying for that?—£3 15s. yearly.

11889. Then your annual payment amounts to £11 10s. 2d.?—Yes; £7 15s. 2d. to the Commissioners, and £3 15s. for the interest on the loan.

11890. Your rent was £11 5s. 9d.?—Yes.

11891. Therefore you are only paying a few shillings more than the rent you were previously paying?—Yes, but in addition we have to pay the whole of the poor rate, whereas we used to have to pay only half of it. I had to pay £8 6s. for my deed out of my own pocket.

11892. The legal expenses came to £8 6s.?—Yes, I had to pay that before the attorney would give me the deed.

11893. Was that part of the purchase-money on which you are paying interest?—No, it was independent of the money I borrowed.

11894. You paid it out of your own money?—Certainly.

11895. In what year did you purchase?—In 1871. It was the first glebe disposed of, to our knowledge, under the Act.

11896. Have you made the annual payments regularly since?—Yes.

11897. Did you pay last year?—We did, every year.

11898. You are aware that every year you are paying off a portion of the capital?—Not a farthing. We only took a simple mortgage, to pay the interest every year till such time as we would be able to pay part of it by instalments. If we would be fortunate enough, as we thought at that time we might be able, to pay £20 or £30 at a time, they would take it and reduce the interest accordingly.

11899. You are merely paying the interest?—Yes.

11900. You are not paying any part of the principal?—No.

11901. Are all the tenants on this glebe in the same position as you?—Yes; all paid twenty-three years' increased rent as purchase money. Two paid their purchase money in full.

11902. And are they all of the same opinion—do they regret their purchase?—Yes, sir.

11903. You think you purchased at too high a rate?—Yes, sir; according to the present times we could not live by it. It is too high.

11904. What is the poor rate?—Ten to fourteen pence in the pound on the Government valuation; seldom so low as ten.

11905. What is the valuation as compared with the rent?—£9 15s. is my own valuation.

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Messrs. Daniel Henry, Francis Convery, and John Traynor.

11906. I suppose the rate is about the same in the case of the other tenants?—Yes.

11907. Were there any other glebe lands sold in your neighbourhood besides this one?—There were. They were all sold.

11908. Were they all purchased by the tenants?—In most cases they were. On the neighbouring town land of Desertmartin the glebe lands were all purchased by the tenants. The circumstances were not very favourable. Some men advanced money to the tenants, and have a claim on the land.

11909. Did they purchase at a cheaper rate than you did?—I believe they did.

11910. The rent on them was not so high?—I believe not. We had to pay twenty-three years purchase on the rent, and if it was sold now I don't believe it would bring near the price that was charged us for it by the Commissioners.

(The other two witnesses, Francis Convery and John Traynor, stated they concurred in the evidence given by Mr. Henry.)

Mr. Thomas Spottiswood Ashe.

Mr. THOMAS SPOTTISWOOD ASHE, of Bellaghy Manor House, Castledawson, examined.

11911. Mr. KAVANAGH.—I believe you manage the estate formerly known as the property of the Vintners Company?—Yes.

11912. It is now called the Bellaghy estate?—Yes. The Vintners Company have leased it in perpetuity.

11913. State what the circumstances of the property are?—There are about 32,000 acres in it altogether. From 1733 to 1802 a great part of it was leased in perpetuity to tenants for three lives renewable for ever. In round numbers 23,000 acres of it was so leased.

11914. To how many tenants?—219.

11915. That was leased in perpetuity on an average rent of how much?—1s. 6d. per statute acre. The leases were for lives renewable for ever, with a fine on the fall of each life, generally a half-year's rent. It was leased at that time by the Right Hon. W. Conolly and Thomas Conolly.

11916. Have those lots been divided since?—Very much divided. In a great many cases the original tenants and their descendants are out of it altogether—great part of it has been bought up by capitalists.

11917. And those capitalists I presume have sublet? They have sublet.

11918. In what condition are the tenants on the farms which have been sublet?—Where there is a tolerably large estate they are in a pretty fair condition. The worst condition is where there is a small holder who has a number of cottiers under him.

11919. Were they brought in as labourers?—Yes; and some of them are weavers. They have subdivided greatly amongst their families. There is a clause in the lease reserving an increased rent in the event of subdivision or alienation, but there is an exception in favour of sons, daughters, or near relations—a pretty wide exception.

11920. These were the terms on which they were allowed to subdivide?—Yes. They were allowed to subdivide to sons, daughters, and near relations.

11921. That would lead to pretty extensive subdivision in the course of years?—Yes. There is a penal rent reserved in case of subdivision to others, but it is not always enforced.

11922. Has it ever been enforced?—It has been in some instances, by charging an increased rent. That is all the landlords can do.

11923. It has not prevented the property being cut up into small holdings?—It has not. It has only enabled the landlords to get more rent.

11924. What is the condition of those leaseholders as compared with the yearly tenants?—They are in a worse condition. They are greatly in debt.

11925. To what do you attribute that?—To the facility they have for borrowing money, and they do not require to cultivate their farms, and to get the most out of them, in order to pay their rents.

11926. The rent being so small, they are not put to their best to make it, and consequently don't make out of their land what they might do?—Exactly. Of course there are exceptions, but as a rule they are not flourishing by any means.

11927. Is there much sale of holdings going on?—Yes, almost every year.

11928. Who are these bought by, as a rule?—

Sometimes by men who want to farm, but generally by capitalists, who set them to tenants.

11929. How do they treat their tenants—do they charge them high rents?—As a rule, they charge much higher rents than head landlords do.

11930. Is it not the fact that many of the original lessees have disappeared or become the tenants of these capitalists?—They have become tenants in some instances at yearly rents.

11931. Do you think this is a fair example to take of what would be the case if peasant proprietary were established through the country. I can only give my experience, which is not good, unless some clause could be enforced against subdivision.

11932. Unless you could guard against subdivision?—Unless you could guard against subdivision.

11933. If you could guard against subdivision, do you think it would be a good plan?—If you could select your men it might be a good plan—if you could be sure of getting improving tenants.

11934. Is not this property divided among three different landlords?—No. There are three proprietors who hold it jointly—the Earl of Strafford, Sir Thomas Bateson, and Lady Louisa Trench.

11935. They hold it jointly?—Yes; under the Vintners Company.

11936. Therefore, those capitalists who bought those farms hold under them again?—Yes.

11937. What is the general condition of the property—is it very poor?—No; it is rather good land. The part held at will is the poorest—the mountain part which was not leased in perpetuity. The best part of the land was leased in perpetuity.

11938. You say the tenants-at-will are better off than those who got the perpetuity?—I think so; that is the general opinion.

11939. Is it cut up into very small holdings?—The perpetuity portion is so.

11940. What is their average size?—Three and four acres. There was a lease of twenty-four acres sold in the Landed Estates Court recently by a man named Port who had nine tenants on the twenty-four acres.

11941. Is that a fair specimen of the way the estate has been subdivided?—It is. In fact we don't know the full extent until a lot comes to be sold in this way.

11942. I understand that a Mr. Henry who, I presume is a capitalist, one of those persons whom you have described, holds eighteen leases?—Yes, and he has 182 undertenants.

11943. What is the size of their holdings—do the eighteen leases comprise a large area?—Yes; about 1,000 acres.

11944. Are the 182 tenants on small holdings?—They are.

11945. Is there much distress amongst them?—No; they are not in a very bad condition.

11946. There is another case, that of a Mr. Casement, who bought up eleven leases and let the land to tenants?—Yes. The reason I give these cases is, not that the under tenants are in such a bad state, but to show that the original intention of making the occupier a proprietor, was not carried out.

11947. In another case a Captain Henderson has purchased six leases?—Yes.

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11948. And has sublet to a number of tenants?—Yes.

11949. CHAIRMAN.—On the sublet portion do the tenants hold under tenant-right?—They do.

11950. Mr. KAVANAGH.—In the cases where the original families remain in possession they have, as you stated, subdivided to their children, and reduced the holdings to very small dimensions?—Yes.

11951. You have mentioned the example of a person holding in a townland called Dreenan?—Yes, I produce his lease and renewal.

11952. CHAIRMAN.—The lease is dated March, 1734?—Yes.

11953. Mr. KAVANAGH.—In 1734 the lease was made to one Downing?—Yes; and the last renewal, which was in 1861, was made to twenty-five persons.

11954. I suppose they were all descended from Downing?—Almost all of them.

11955. Are they all tenants?—They are; but we take the head rent in one sum, and give the receipt in the name of the representatives of Stafford Downing.

11956. There is another lease of Ballymacpeak granted to Thomas M'Peak; the last renewal was made to eleven persons?—Yes, and one of the eleven has nine undertenants.

11957. Then there are subdivisions under those gain?—Yes.

11958. Ballinacross was granted to five tenants originally; the last grant was fifteen?—Yes.

11959. Ballynease Macpeake, purchased by James Courtney, the last renewal was made in 1868 to seventy-one people?—The fee-farm grant was made to one person but he has seventy-one undertenants. They are a very poor lot.

11960. Are the occupiers of that land in very poor circumstances?—Yes, and they are generally rented very high.

11961. I suppose they have very small holdings?—Yes, very small.

11962. It was amongst them the distress was greatest when there was distress?—Yes; but some of the original leaseholders are as bad as any of them, their families having subdivided.

11963. Sir Thomas Bateson told me last spring that there was a great deal of distress there?—So there was.

11964. Does tenant-right exist on that portion of the estate?—It does.

11965. What is the extent of it?—It is practically unlimited, except that the landlord had the choice of the tenant, and prefers the adjoining tenant.

11966. The price is unlimited?—The price is unlimited.

11967. Have you any experience of other properties, besides the Bellaghy estate?—Yes.

11968. You are a land agent?—I am. I manage about 22,000 acres besides the Bellaghy estate; and I am also agent for some of those middlemen—for instance Mr. Henry.

11969. Have you any remarks on the general question; can you tell us what the custom as to giving leases in the country?—There is very little giving of leases.

11970. Is the tenant-right acknowledged at the end of a lease?—It is, to this extent, that the tenant generally gets the choice of remaining at a rise of rent.

11971. Is he allowed to sell, if he does not choose to remain?—Yes.

11972. Then practically tenant-right is acknowledged at the termination of a lease?—It is, subject to revision of rent.

11973. Are there many cases in your experience where the landlord has bought up the tenant-right, and extinguished it?—Not many.

11974. But you do know some cases where it has been done?—Yes, I have done it myself on my own property.

11975. Do you think it advisable to have any restriction on the price of tenant-right?—I think it

would be desirable for the tenant's sake to have some restriction to prevent them giving fancy prices as they do sometimes, but there is a great difficulty about it, where it has been unlimited heretofore, it is hard to say how you could limit it with justice to the present tenant.

11976. It has been suggested by a good many witnesses that it would be advisable, but they have all said that if a restriction was placed on the price money would be paid underhand so that practically the restriction would do no good?—That would be done certainly, if the limit was too low, but I would be inclined to make a wide limit, say twenty years purchase on the valuation. In cases where money has been paid over and above it has been where the limit was too small.

11977. The tenants on the other hand maintain that they ought to have a right to realize all they can get?—That of course would be an advantage to the men who happen to be in occupation at present but it turns against the incoming tenant when he pays too much.

11978. What is your opinion of Griffith's valuation as a standard for the rent?—I don't think it is reliable now.

11979. What proportion to the rent would it hold in your district is it above or below?—Generally 25 per cent. added to the valuation makes a fair rent.

11980. Have you any fixed term for revaluing or altering rents?—Generally about twenty years.

11981. Do you take any means to exclude the tenants' improvements or do you value all in, in the new valuation?—The valuator takes them into consideration on most estates.

11982. Therefore as a rule you do not raise the rent upon the tenant's improvements?—No, I think not, not in my experience.

11983. That has been one of the great complaints made to us, that tenants are discouraged from improving for fear of having the rent raised upon their improvements?—There is a possibility of that being done.

11984. It has not been done upon the estates under your management?—No. I don't think so.

11985. It has not been done, so far as you know?—As far as I know it has not been done. A tenant may have improved the general quality of the land by proper cultivation, and in that way he may be paying for improvements, but on his buildings or substantial specific improvements there is never any rent placed.

11986. If a tenant drained a field you would not increase the rent because he drained it?—It would be very hard for a surveyor to ascertain whether the tenant in occupation had drained a particular field.

11987. Are the improvements generally made by the landlord or the tenant?—It is a sort of joint stock business. The landlord makes the main drains, farm roads, and so forth; the tenant drains the fields—the landlord gives him slates and timber when he builds.

11988. The landlord contributes slates and timber for the buildings?—Yes.

11989. Has that been continued since the Land Act?—A good many landlords have withdrawn that since the Land Act, and do not give slates and timber. They do not like to do so, because the tenant generally becomes the owner of all.

11990. You admitted in a former answer that it was quite possible such a feeling of insecurity might exist among tenants from the apprehension of a rise of rent?—Yes.

11991. Could you suggest any way of determining a fair rent where the parties disagree?—I am not prepared with an answer to that question.

11992. You are not prepared to suggest any mode of settlement?—I am not.

11993. Do you think it would be desirable if some mode of arranging what the fair rent was could be devised generally throughout the country?—If it could be done it would.

11994. If it could be done?—If it could be done,

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but it would be interfering with liberty of contract a good deal. I think something should be done to protect the tenant against an unfair rent.

11995. They complain that some of those persons who bought land as a speculation have raised rents unduly?—I have known that to be done.

11996. Don't you think it would be fair to protect tenants from that, if it could be done without injustice?—Yes.

11997. You are not prepared to suggest any method of doing so?—No.

11998. Is there much waste land in your neighbourhood?—No, except mountain land that might be reclaimed, and bog that is in course of being reclaimed.

11999. It is in course of being reclaimed?—Yes. Generally when the bog is cut off the landlord lets the subsoil to the adjoining tenant, at a nominal rent for a time, to bring it into cultivation.

12000. You have already given your opinion as to a peasant proprietary?—Yes, as far as my experience goes.

12001. As to county cess, how is that managed on the estate you hold?—There have not been many revisions of rent with me since the Land Act.

12002. Very few new lettings?—No, and where there have been the tenant generally contracts to pay the whole cess. I have given them the choice, and they prefer doing so.

12003. You give them their choice of increasing the rent or leaving it as before?—Of paying the whole county cess as before or a proportionate increase of rent.

12004. In what condition are the labourers in your district?—I think the labourers are in a fair condition—better than some of the small farmers.

12005. You have no large surplus of labouring population?—No; there is plenty of employment except in bad seasons.

12006. What is the rate of wages?—From 1s. 6d. to 2s. a day without food. Farmers feed them and give them less.

12007. Have I passed over any point that you would like to mention?—I think too much at present is left to the County Court Judge, and having so many of them is a great disadvantage. There is, practically, one law for one county and another for another.

12008. The O'Conor Don.—Great diversity in their opinions?—Yes; one man leaning too much to the landlord's side, another man to the tenant's. The Landed Estates Court Judges or some other official should go round the country and try the land cases, and thus secure more uniformity.

12009. You would suggest a tribunal like the Assize Court?—Yes.

12010. To go circuit and decide all land cases?—Yes.

12011. Would you be satisfied to leave to such a tribunal the decision of questions of rent in case landlord and tenant disagreed?—I don't know that.

12012. CHAIRMAN.—You say that is an interference with liberty of contract?—It would seem to be so.

12013. Is there liberty of contract on the part of the tenant now—the landlord can put on whatever rent he pleases, and if the tenant does not agree to pay it he can be put out?—If the rent is excessive the tenant can refuse to pay and appeal to the Land Court.

12014. By giving up his holding, he must give up his farm before he can appeal to the court?—Yes.

12015. Mr. KAVANAGH.—He cannot come into the court until the decree is granted to deprive him of possession?—No.

12016. CHAIRMAN.—That is what they complain of, that before they can appeal to the court they must first give up their holdings, and they don't know what sum they will get from the court for their tenant-right, or disturbance, until after eviction?—Do you mean to ask me if I think that a tenant should be allowed to come before the tribunal without going out of his holding.

12017. Yes; it has been stated to us that a great evil is that before the tenant can appeal to the Land Court he must first be evicted; and cases have been

mentioned in which landlords have sold farms to an incoming tenant for a larger amount than the compensation awarded by the court to the evicted tenant, so that the landlord has made a profit on the transaction?—That may have been the case, but I have never known an instance.

12018. In cases of ejectment for non-payment of rent, cases have been mentioned in which the landlord sold the farm to a new tenant, and after paying themselves what rent was due, handed the balance to the outgoing tenant?—Yes. I have seen that done in my district.

12019. As the law stands at present the landlord might sell the farm, and keep the whole of the proceeds?—Yes.

12020. You have spoken of the power of selection of the incoming tenant by the landlord in cases of sale of tenant-right, and you said the price was unlimited except by the selection of the tenant on the part of the landlord—how is it ascertained what should be the price if the landlord is to nominate the purchaser?—It is sometimes done by arbitration. Generally where the adjoining tenant is the one preferred they make their own bargains.

12021. If they agree, of course it is settled without any question; but suppose a tenant comes to you and says he wants to sell his farm, he must sell it to some person approved by you on behalf of the landlord, how is the price fixed?—He gives as much as any other solvent man would give.

12022. How does he know how much that is?—If there is any difficulty about it I generally get them in before me, and after hearing what they have to say, I say what is the *bona fide* price.

12023. It was stated to us that on one estate written proposals were sent in by intending purchasers, and the adjoining tenant was then offered the preference at the amount of the highest proposal?—Yes; at the highest *bona fide* offer.

12024. Do you think that is preferable to a sale by auction?—I think it is.

12025. Do you think there is any risk of fictitious bidding?—Yes, that is the objection. When it is done by proposal and agreement you can prevent that sort of thing, but you cannot ascertain at an auction whether a bid is *bona fide*.

12026. I think you said there had been some instances of landlords buying up tenant-right?—Yes.

12027. And that you had done so yourself?—Yes.

12028. Is that with the view of selling the lands to a purchaser, or of letting them out again?—With the view of letting them again.

12029. In what way do you let them?—In some cases I let the holding to tenants from year to year, adding to the rent the interest of the purchase-money.

12030. What are the terms of the letting?—Such as would be in other parts of Ireland where tenant-right does not exist. The tenant I wanted to give the land to in one case was not able to purchase it. I bought the tenant-right from the outgoing tenant myself, and I added the interest on the purchase-money to the old rent and gave it to the new tenant.

12031. Then the new tenant had no tenant-right?—No; he has no tenant-right until he pays me the money I advanced; and in the meantime he pays me interest on the money. In another case I let a farm on lease. I put the place in order; the tenant agrees that any other buildings or extra things that he requires that he should pay one-half the cost and I the other half, and at the end of the lease it all becomes mine.

12032. When tenant-right is bought up is it usual to give a lease for years?—There are some instances of it.

12033. At other times you let it from year to year?—Yes.

12034. Then he comes under the Land Act?—Yes; as to compensation for improvements and disturbance.

12035. You said that the valuator when going over a farm to value it takes into consideration the

tenant's improvements and deducts them from the valuation?—Yes. I can only speak from the general experience I have had of estates; the valuator's instructions are not to put rent on tenants' buildings.

12036. We have been told that the tenant in many cases has no communication with the valuator, and no opportunity of pointing out his improvements?—I think that is very likely sometimes to be the case.

12037. Then the valuator would not be aware of what might have been done by the tenant or the landlord?—Of course he is not instructed in all cases. I only speak from experience on the estates I have the management of.

12038. You say your practice has been as far as you could to make allowance for tenant's improvements?—Yes.

12039. So that he should not be paying on his own outlay?—Just so.

12040. You think that a fair principle and that it would be desirable to have it secured to the tenant?—I think it would.

12041. The O'CONOR DON.—With regard to those perpetuity leases you said they were granted 150 years ago?—Yes, the first of them were. Some of them were granted in 1802.

12042. Between 100 and 150 years ago?—Yes.

12043. Is it not the fact that formerly the linen trade was extensively carried on in your district?—Yes, and weaving is carried on there still.

12044. Would you attribute the great subdivision in any way to the fact that they had this local industry?—I think that had a good deal to do with it.

12045. Are you any relative of Mr. Spottiswood who appeared before the Devon Commission in 1844?—I am his nephew.

12046. I see he said the subdivision was chiefly attributable to the linen trade in the district; do you agree in that?—Yes.

12047. There is also a peculiar clause in those

leases almost pointing at subdivision by permitting it to take place amongst widows' children and near relatives?—Yes.

12048. Don't you think putting a clause of that sort in a lease would almost give a claim to those relatives to exact a subdivision?—I don't know.

12049. Would not that be its natural effect upon the people—pointing out and suggesting to them to divide their holdings in that way?—I don't know. I think they are very fond of subdividing amongst wives and children.

12050. The subdivisions took place a good many years ago?—Yes; but they are going on still and increasing.

12051. According to the evidence given in 1844 they existed almost to the same extent at that time as now. At that time the subdivision brought down the holdings to eight acres on the average?—I think the subdivision has been increasing since.

12052. Can you give us the average. Taking large and small, what is the average size of the holdings now?—I could not say, they vary so much.

12053. It was stated in 1844 by Mr. Spottiswood that the average size was eight acres?—It depends on whether you take the average on the number of inhabitants, including cottiers. Mr. Henry has got 1,000 acres, and the average size of his tenants' holdings would be about that.

12054. In former times when those leases were made there was very little emigration from the country?—Very little.

12055. The people then had no resource but local industry on the land?—Yes.

12056. At all events you don't deny that in 1844 the land had been subdivided to an enormous extent?—I do not.

12057. Those small tenants—the tenants under the leaseholders—I suppose don't hold by perpetuity?—No; they are tenants from year to year.

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Mr. JOHN LOUGHREY, Clonamanny House, Londonderry, examined.

Mr. John
Loughrey.

12058. CHAIRMAN.—You are a land owner?—Yes.

12059. What is the average of your estate?—It is about 4,000 acres altogether.

12060. Does tenant-right exist on your property?—It does, fully.

12061. When you say fully, say what is the extent of it?—Tenants are allowed to sell.

12062. At the highest price?—Yes; for whatever they can get. Subject to this, that the landlord has the choice of the tenant, but, at the same time, the outgoing tenant is not to lose a fraction by that. In some cases very objectionable parties purchase.

12063. You reserve a veto in the case of objectionable parties?—Yes; I can give an instance in one case: a party bought a farm subject to £9 rent. He was a man of very indifferent character in the neighbourhood, and I objected to him. He was the only man I ever objected to. He was a person who, afterwards, got three years penal servitude. It was from my knowledge of his character I objected to him. I was afraid if he became a tenant he would give a great deal of trouble.

12064. He was a bad example in the neighbourhood?—He was. He was a party man—a leader of it in fact. He was the only man I ever objected to.

12065. I see in answer to the question whether you can suggest any alteration of the law as affecting the Ulster custom. You say many improvements are required?—I think so; if you allow me I will give you an instance of great hardship.

12066. Mention anything you can suggest?—I think where the tenants object to a new valuation, and they don't agree, if you sent down fifty valuers to the place they would still object and refuse to pay anything except the old rent. I think a Government valuator should be sent down by the Chairman of the county to revalue the place, then put the valuation

in the hands of the Chairman, and let him fix the rent, and compel them to pay that rent, or else sell their holdings.

12067. You think the Chairman should do it?—Yes, send down a Government valuator, a disinterested party, a man not connected with the neighbourhood.

12068. And that should be a compulsory rent?—I would let the Chairman fix the rent on the basis of the valuation, and compel the tenant either to pay that rent or sell.

12069. That is what you would call an arbitration?—I would call it a revaluation, and which ever party was wrong, let him pay the expense.

12070. You recommend a settlement by the Chairman, in case of difference between landlord and tenant as to rent?—Yes, I think that would be better than to leave it to arbitrators outside, because the arbitrators that would be appointed by the tenants, are a very different class from the persons who have been examined before you. The bulk of them are under £4 valuation, and the arbitrators they would appoint, would not agree with any respectable man. They would go in determined to cut down rents—and would not care whether the thing was just or not. I would much rather leave it to a Government valuator and the Chairman.

12071. You said you could give an instance, showing the hardship of the present system?—Yes. On two townlands that I hold myself. I was pressed two or three years to cut up the place—it was held in rundale, each of the tenants having from five to seven different patches in different parts of the townland. This made the place almost worthless—they were constantly trespassing on each other, and annoying each other, and quarrelling. They asked me to have it taken out of rundale, and each man to have his own

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holding. I did so, and in this instance, every man upon the townland, except three, were satisfied.

12072. What is the name of the townland?—Mindoran. All were satisfied except three. Those men, when my father bought the property fifty years ago, got the land at a nominal rent. There were portions of it clayey ground that did not require anything, except a few drains to bring it into cultivation, and they did each of them reclaim five acres or thereabouts. None of the land was reclaimed within the last twenty-five years—that was admitted on oath by one of them before the Chairman—that it was twenty or twenty-five years since the last piece was reclaimed. My father died thirty-one years ago, and it was never revalued in his time. These three men held it at a nominal rent. They struck against the valuation I put on them, and refused to pay it, and I was obliged to serve them with a notice to quit. They served me with a land claim, and the case came on at the last July Sessions, at Lifford. They were offered, if they thought the valuation unreasonable, that they might get another valuation made, and my solicitor mentioned it to the Chairman. He asked the men would they agree to that arrangement. One of them came forward. The Chairman asked him was he spokesman for the rest, he said he was; he said they would go on, that they would never agree to any valuation; but take their compensation. They went for compensation for disturbance, and for improvements; and did not go in for tenant-right. I may mention that I believe this case of mine was brought up here, and a very wrong statement made—at least there was an impression on my mind, that such would be the case, and I thought I would bring the matter before you.

12073. The O'CONOR DON.—What is the name of the townland?—Mindoran. I will give you the acreage and the rent.

12074. You proposed to change the holdings?—These three men were not interfered with—they were merely valued. The first man, Hugh M'Alleney, held twenty-three acres; his old rent, was £3 4s.—that was a nominal rent. The new rent, was £7.

12075. What is the valuation?—I think £2 15s. or thereabouts, but the value of the other two was £5 5s.

12076. What was the name of the other tenants?—The second was the Widow M'Alleney, 28A. 3R. 31P., the old rent £4, the new rent £14 10s.

12077. What is the Government valuation of her holding?—£5 5s.

12078. What was the name of the third tenant?—Neill M'Alleney, 27A. 0R. 14P., the old rent £6 12s. 6d., new rent £11 15s.

12079. CHAIRMAN.—Has there been any improvement made on those holdings since the Government valuation?—The oldest man swore there was no improvement made and no land reclaimed for over twenty years.

12080. Then nothing was done since the Government valuation was made?—That was in 1852. I don't suppose that there was.

12081. What was the cause of so large a rise in rent over the Government valuation?—The valuator thought it was good value for it. I may state the man who valued the property—I got him purposely to satisfy them—was a Mr. M'Neilage. He was the tenants' valuator in the land claims against Lord Leitrim, and I thought he would give satisfaction, and I think he has given satisfaction, for those were the only three cases on the townland that were objected to.

12082. You offered them another valuator?—Certainly—I would let the Chairman appoint whoever they liked.

12083. What was the acreage of the last holding?—27A. 0R. 14P.—the old rent £6 12s. 6d., new rent £11 15s. You observe the second holding was raised from £4 to £14 10s. This holding formerly belonged to a tenant who died leaving no sons, and he left the farm to Hugh M'Alleney's father. He occupied the place as a grazing farm until he handed

it over to his son a few years ago. Each of these holdings had a portion of the waste land attached to it. When old M'Alleney's son married I gave him permission to give his son a portion of the land, and he gave him his uncle's holding, keeping a portion of the clay ground near his own house—the father kept that himself, handing the son what he has now—twenty-three acres. The son complained to me at the time of his father making him pay the rent his uncle was paying, while keeping the best part of the land himself. I said “I won't press your father nor interfere with him in what he is going to do, but Mr. M'Neilage is going to value your holdings, and you need not pay more than whatever sum he puts upon it.” They never agreed about it—and the father has never paid me a halfpenny for it since. He holds that bit of land near his own house, and that brings the rent up to £14 10s. He should pay £11 15s.—that is a difference of £2 15s.—for that piece of ground is not included in the valuation at all—he holds it free from all rent and taxes—and that accounts for the difference between £11 15s. and £14 10s. Do I make myself clear?

12084. I don't quite follow you? Do I understand you to say that those two lots, No. 1 and No. 2, were at first combined?—Yes.

12085. What was the total rent of the two?—£7 4s. He then gives his son a portion—making him pay £4 a year, and he keeping back a portion of the land next the house. When the new valuation was made the valuator valued the portion at £14 10s., whereas if he had given the whole of No. 1 to the son he would be the same as the other holding, £11 15s., but he kept a portion of it himself, and he is paying neither rent nor taxes for it, and that accounts for the £2 15s. of difference, but his valuation is only £5 5s.

12086. The O'CONOR DON.—What was the upshot of the proceedings before the Chairman?—The Chairman was obliged to give them compensation; and I was compelled to pay No. 1, a sum of £80 14s.

12087. The value of the tenant-right?—Compensation for improvements and disturbance.

12088. How much did he award for disturbance, and how much for improvements?—I have not got that. He gave them five years rent for disturbance, and £35 for houses, and the balance was for improvements.

12089. They had built the houses?—They had.

12090. Were the houses included in the valuation?—No. They were not in the valuation at all, because Mr. M'Neilage was asked the question, and said he never bothered about the houses, and could give no information what the value of them was.

12091. Was the valuation for the land alone?—For the land alone.

12092. Did they claim for reclamation and drainage?—They did and got it.

12093. Did the valuator make allowance for that when he was valuing?—They have had it over fifty years without paying anything for it.

12094. Was it done since the last valuation was made?—No, the eldest man swore that none of it was reclaimed for the last twenty-five years, or over twenty at any rate, and I recollect myself that none of it was, for I have been over the land constantly for I suppose thirty years.

12095. CHAIRMAN.—What I don't understand is, if there was nothing done since the Government valuation was made, how is it that there is such a difference between the Government valuation and this new one?—There was nothing done in the way of improvement for the last thirty years that I can recollect. That I can swear.

12096. The O'CONOR DON.—Do you consider the Government valuation was much under the real value of the land?—I do; in fact it is a humbug. I can give you an instance of it on another townland on which the tenants divided the land before, I can recollect that is a thing that has been frequently done, for when people hold in rundale they are apt to fall foul

of each other; and sometimes the end is that they have a distribution. In many cases where people divided they divide again—say a man gave his daughter one-third of a farm forty years ago—those two would make what they call one holding.

12097. As far as you were concerned?—Yes. In one of the townlands I cut up, the whole thing came out in ten equal shares, and those shares sometimes have to be divided again between two, and sometimes between three. However you divide it into shares as best you can. Then the tenants come and examine the shares and dispute about them—they think one better than another, and the surveyor has to go over them again, and take a bit off one, and add it to

	A.	R.	P.
1. Hugh M'Alleney, . . .	23	0	0
2. Widow M'Alleney, . . .	23	3	31
3. Neil M'Alleney, . . .	27	0	14

12100. What have you done with those holdings since that time?—The tenants have them still; they are to leave them by 15th November next, but they have not the slightest idea of doing anything of the sort.

12101. When was the decision of the Chairman made?—In July.

12102. Have you paid them their compensation?—No; the money is to be lodged on 1st November. They got time to clear off and sell their crops and remove. I had no objection to that, but they have not sold their crops, they have their oats in the haggarts as usual; and haven't as yet the slightest idea of going, and when they do the farms will be thrown on my hands and nobody will take them.

12103. Is it not evident that the Chairman considered it a case of capricious eviction when he awarded them such compensation for disturbance?—He did; they went in for that case.

12104. And he agreed with them?—He did.

12105. CHAIRMAN.—You say you think that upon a dispute between landlord and tenant as to rent, there ought not to be an eviction and a land claim, but that the better way would be to appeal to the Chairman to settle the rent?—Yes; I think the rent should be fixed by the Chairman in the way I say—by sending a disinterested valuator to put a fair value on the farm, and then let the Chairman determine the rent.

12106. Would you make it obligatory on the tenant to pay the rent?—I would not, unless the rent was just.

12107. I mean, supposing the Chairman fixed the rent in the way you suggest, would you make it obligatory on the tenant to pay it?—Yes, he should pay that rent, or sell.

12108. Would that be an ejectment for non-payment of rent?—No; I would say, if the tenant did not wish to pay the rent let him sell. If tenants won't agree to anything, if they won't appoint a valuator of their own, nor agree to any valuator you propose, some mode must be taken to make them do what is right. On one of the townlands upon my property every tenant has struck and refused to pay. They won't do anything. I think they should be compelled to do what I suggest. I suggest a Government valuator to be appointed, and let the Chairman fix the rent. Let the parties send a valuator of their own also and examine him before the Chairman, and from their evidence, and the testimony of the Government valuator, I think he should be able to arrive at a fair rent between the parties.

12109. Did the chairman in your case go into the question of the variance of the rents you claimed, comparing one holding with another?—No. There was no question as to that. They simply went for compensation. He was told the men had been offered a new valuation. He asked them would they agree to that. They replied, no, they would go on with their claims

another, until at last when the tenants are all satisfied that the whole is equally divided, they cast lots for the shares.

12098. What has that to do with the Government valuation?—In the townlands where I have property there is frequently on holdings of about £6 a difference of 25s. in the valuation, while there is not a particle of difference really between them.

12099. Proceed with your statement of what the Chairman awarded?—He awarded the first twenty-six years purchase—the second sixteen years, and the third twenty-one years. [Witness hands in following statement:—

Old Rent.	New Rent.	Compensation awarded by Court.
£ s. d.	£ s. d.	£ s. d.
3 4 0	7 0 0	80 14 0
4 0 0	14 10 0	83 10 0
6 12 6	11 15 0	97 10 0

12110. How many tenants have you on this townland?—I think on the entire townland about nineteen.

12111. Are they all under ejectment?—Under notice to quit. I merely want them to come to some arrangement. If they would get their holdings re-valued themselves, I would not have the slightest objection, and then have matters settled by the Court with aid of a Government valuator.

12112. When was the valuation made?—Three years ago.

12113. That was at the close of the good times?—Precisely.

12114. Did you make any allowance for the bad times?—I did, to those men who agreed to pay the rent. I charged none of them a penny of the rise last year.

12115. Some of the tenants agreed to pay?—All the men on this townland agreed to pay, except those three men who held at a nominal rent.

12116. You let them go on at the old rent last year?—I did. I may also mention another case on the same townland where a man who was bred and born on the estate, asked me to give him a piece of cut-away bog to reclaim. I gave him sixteen acres, and I let him have it for a couple of years for nothing. After that I said to him, "I think you will have to pay me something." He said, "What do you think would be reasonable?" I said a nominal thing would be enough, and I asked him to name a sum. He said he did not know, and asked me what I thought would be fair. I said thirty shillings. He said very well. Now I have not the slightest doubt that in twenty years' time, if a new valuation was made, and £4 10s., or £5 put on that piece of land, the very same sort of case will arise as has taken place with those three men. For my part I think that where a man gets a piece of waste land to reclaim he ought to have it for, say twenty years almost free.

12117. You think his enjoyment of it for twenty years at a nominal or very low rent recoups him for his outlay?—I do.

12118. And that it gives him good interest for his investment?—Yes; or if they choose to start at once with what would be considered a fair rent, let the land be valued, and say, "when that land is reclaimed what will it be worth?" Suppose the value would be £1 an acre. Then cut that in two, let the landlord have one half of it and the tenant the other half. Give him the land at 10s. an acre, and if that were done I would not value that land any more, but let the tenant get the most he could out of it. But when a man has had land for over twenty years, paying almost nothing for it, and then when the landlord seeks to get a fair rent, and offers him to appoint any valuator he chooses to say what the fair rent would be, and he refuses and won't do anything, I really think it is a great injustice. To show you how large an interest some of the tenants have in their farms, I will give you instances of sales within the last twenty years. The first was that of John Gubbins, his rent was £7

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7s., he paid £80 for the tenant-right. It was sold by public auction about twenty years since. Neil Doherty paid £150 about seven years ago, his rent was £17 10s. That was sold by private sale. John Diver paid £150 for a farm at £7 rent; that man, I think, paid high. William M'Laughlin paid £80 for a holding the rent of which was £5 5s. This, after the new valuation, £5 5s., is the increased rent; £3 11s. 6d. was the old rent. These are the only sales I recollect within the last twenty years upon the property.

12119. Could you say whether the rents on these holdings are lower in proportion than the rents which were objected to by the tenants who sued you in the Land Court?—Not one bit. The only difference is that the persons who brought the land claims held at a nominal rent, whereas the others did not. Another thing I may mention, in those cases when the land is thrown on my hands no one will take the farm from me again. That is one reason I say the valuation should be left to the chairman who should send some person to value the farm and settle the rent.

12120. CHAIRMAN.—You would rather not come in conflict with your tenants?—Decidedly. On that townland, after I had read out the valuation, some of them said that I did not read out McNeilage's valuation at all, that I had added to it. One of the men who was valued at £8 came to me and said he thought the valuation put on him was too high. I said I thought not, that I thought £8 was very reasonable. I believe the Government valuation of his holding is £6 5s. It is an old holding, there is no reclaimed land on it. He said he thought £7 would be reasonable. I said I would make it £7 10s., and we agreed to that. I would be sorry to fall foul of any man for the sake of a pound or two.

12121. CHAIRMAN.—Was this a general valuation over your whole property?—No, sir, only on the mountain townlands. On the other portion the tenants held at a fair rent, and I let them remain at it. There was one portion which they asked me to cut up and I did so. It was held in rundale, and Mr. M'Neilage revalued it at 5 per cent. advance over the former rent. Every man of them paid me last year, and never asked for sixpence reduction. The class of tenants on my property have mostly very small hold-

ings, and I must say if they were let alone they would give very little trouble. Of course with men like that a bad season, sickness in their families, or any unforeseen misfortune throws them back, and a half year's rent is gone; but that is a thing that cannot be avoided, and you are very well off if you get the rent the following year.

12122. Do you usually make an allowance of a portion of the rent under such circumstances?—Certainly. One of the men I did not ask to pay for I knew he could not do so. Another of them was only able to pay one-half of the year's rent. His rent was £8 10s.—his valuation £7 17s. 6d. He only gave me half the rent. I knew he could do no more.

12123. I understood you to say you would be satisfied to have a fair settlement of the rent by the chairman, and a Government valuator?—Decidedly.

12124. And when that rent was fixed by the chairman then the tenant should be obliged to accept it or else to sell?—Yes. If a man won't agree to what is fair he should not be allowed to remain. He should not be allowed to remain on the land and refuse to come to any terms. That was what these tenants did. They told me plumply that they would not pay any advance on the old rent, and that they would sue me for tenant-right if I attempted to advance the rent one shilling. I may also mention that on those townlands some of the holdings are set at 10s. under the Government valuation, and some at 10s. over. On that very townland that I referred to just now, there are two men whose rents are £8 9s. and £8 10s., while the Government valuation is £7 17s. 6d., and others are let at a few shillings under the valuation. Those men who brought the land claims and were awarded compensation by the chairman won't go out—they are depending on the Land League—the compensation awarded to them amounted to twenty-six, sixteen, and twenty-one years' purchase respectively, but I have not the slightest doubt that supposing they were set up to auction to-morrow, and that tenants were allowed to bid for them, and not deterred by fear of the Land League, I would get the whole of the money that has been awarded as compensation—even at the new rents for Widow M'Elany's farm alone—I have not the least doubt of that whatever.

Mr. James
Canning.

Mr. JAMES CANNING, Londonderry, examined.

12125. The O'CONOR DON.—You are a tenant farmer?—I was. I am not one now.

12126. You did occupy a farm?—I did at Ballymoney, in the county of Antrim. Those were townparks. My father had held it since 1805, and held on till lately. In former times there was perfect liberty to sell the good-will by auction, but when the present agent came he put a stop to it, and allowed no sale by auction. But since that we went to live on a farm about half a mile from the town, and because we were not residing in the town we got an ejection to give up the townparks.

12127. Who is your landlord?—The Earl of Antrim. The present agent is Mr. M'Donald, and all the compensation he would give was £100. Perhaps he thought it was a good deal to pay, however, we got £120. We brought the case into court, and it was adjourned at the Ballymena sessions for three months. Townparks being excepted from the Land Act, I was afraid to go before Mr. Otway, whose decisions are generally in favour of the landlord and against the tenant, and I wrote to a friend asking him to make terms, but all he could get was £120, so we took it. We could easily have got £300 for our tenant-right before the Land Act was passed, and as soon as we gave it up it was let to two tenants—one portion at £3 10s., and another at £2 10s. per acre, which was 10s. per acre more than we paid for it.

12128. Then your evidence is that the Land Act has injured you?—As far as townparks are concerned decidedly. It has enabled the agent to put, I am con-

vinced, thousands of pounds in the Earl of Antrim's pocket, which, by right, belonged to the tenant.

12129. Before the passing of the Land Act you would have got tenant-right in the townparks?—We would. There was perfect liberty to sell. One man offered £100 for a field very convenient to town, but the tenant would not take it. However, he died some time after and left his farm and all he had to his sister, but the new agent had come in the meantime and he would only allow £30, and that was all she got, and had to pay £6 law costs.

12130. CHAIRMAN.—Was it grass?—No; not all grass. A portion was in grass, a portion in potatoes and other crops.

12131. Was your case brought into court?—It was, but the Barrister said he could not hear it, and it was adjourned till the next sessions, and in the meantime I got disheartened about it, and I asked my friend to make the best terms he could.

12132. Was it held as accommodation land in connexion with a residence?—It was.

12133. The O'CONOR DON.—It was similar to the case of Williamson v. Antrim?—Yes.

12134. And that case was decided against the tenant?—Yes, sir. But in one case before Mr. Otway he gave a decree for £56, and the man appealed to the assizes, and the case came before Baron Fitzgerald who awarded the man £300.

12135. That was not a case of townparks?—No, I don't think it was.

12136. Is there any other matter you wish to bring before us?—No.

12137. CHAIRMAN.—Your suggestion is that town-parks should not be excepted from the Land Act, but treated as any other kind of holding?—Decidedly.

12138. Do you consider that should be the case with regard to small portions of land let merely for grazing?

—I think so. I know my father laid out hundreds upon it, thinking it as good as any perpetuity, and so it was until the present Earl came into possession. His uncle was exceedingly liberal and kind to his tenantry, he let people sell at the highest figure they could.

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Mr. James
Canning.

Mr. DANIEL M'LOUGHLIN, Carrickmaquilly, Redcastle, examined.

Mr. Daniel
M'Loughlin.

12139. CHAIRMAN.—Are you a tenant farmer?—Yes, sir.

12140. How much land have you?—29A. 3R. 13P.

12141. At Carrickmaquilly?—Yes, sir.

12142. Who is your landlord?—Mrs. J. M. Doherty.

12143. Who is the agent?—Mr. George M. Harvey. He became agent last November.

12144. Who was the previous agent?—Mr. Tighe.

12145. Has Mrs. Doherty lately purchased the property?—No; I think she has it about forty years. I am thirty-six years her tenant.

12146. What rent do you pay?—£28 4s.

12147. When was that rent fixed?—I was paying £26 4s., but in 1866 I got a notice to quit for a rise of £3 12s. which I refused, and in May, 1867, I got another, and I was processed for the rent. I went into court, and the case was adjourned from the June Sessions till October. The agent sent for me in the meantime, and he raised me £2, which has still remained on, making my present rent £28 4s.

12148. What was the date of that?—1867.

12149. Is that the point you wish to bring before us as a grievance?—I have another. In August, 1879, I wished to sell my place, and I went to the landlady and told her I wished to sell. The agent came to me first and told me, "Don't sell it unknown to us—we will give you a bid; we will give you £250." I said, "That is not the value of my industry." He then said, "We will give you £290, but you must hold it on till November." In August, 1879, I told her I wished to sell. She said, "No; you can't sell my place by auction—why won't you take proposals?" I said, "That is not the way it is done on your estate, we have the Ulster custom." She said it was no such thing—that such a custom never was on it, and that she would not allow it. I put up notices for a sale by auction, but I was desired to take the notices down. The case went into the Land Court; it was adjourned four times, and after the fourth adjournment the Chairman gave me £320.

12150. What was the cause of the adjournments?—The first was they denied the notices, and the Chairman adjourned the question till next sessions. Then when he came back in April he was going to give his decision when the solicitor on the other side asked him to postpone it till they would get evidence. He postponed it again, and at last, in the June Sessions, he gave his decree for £320, but they appealed to the Assizes. Another thing I want to mention is that when we want to sell in our district the landlord or landlady always says, "I am going to raise the rent." That was done in my case. She sent round to say she would raise the rent, and in that way she deprives me of the benefit of my improvements, and of my tenant-right. That is the case, not only with me, but with many others besides. The landlord gives notice he will raise the rent, and then what becomes of our custom.

12151. What was the decision in the Appeal Court?—It won't come on till March.

12152. I suppose all these adjournments and the appeal occasion considerable expense?—Of course they do. There is very little chance for a poor man if he goes to law, and even if he gets compensation where is he to go? The poorer parties have to go to the workhouse in the locality I belong to.

12153. And all this trouble arise from the difference between landlord and tenant on the subject of rents?—That is it.

12154. Would you and the tenants generally, as far as you know them, be satisfied to have a fair rent settled by some independent party, and not by the landlord alone?—Yes, sir; fair rent and free sale, that is what we want, and not to have us brought into law, for if it goes to law the poor tenant gets nothing. Sure, they may take my case into the House of Lords before I get a penny. On the very townland alongside of me there is a poor widow woman; she has been served with two ejectments, and the bailiff came and put her out.

12155. What is her name?—Widow M'Govern.

12156. She is under eviction?—She is.

12157. Was this while Mr. Harvey was agent?—Yes. A man named Duffy has a small place on the same townland, and he is under eviction for subletting to his own son a little bit of his land. I wish to mention also that in our locality the Government valuation is a little lower than the rent. £22 is my valuation for the land, and £2 for the house.

12158. What is your rent?—£28 4s.

12159. Are the tenants making improvements in your district?—The improvements in my locality are all done by the tenant. If the landlords ever give any money they take care to add it to the rent. If they give money to slate a house for example, the interest of it is added to the rent.

12160. Have these two persons—Widow M'Govern and William Duffy been actually turned out?—They got notice of ejectment. Duffy had to submit and send his son away, and he had to pay £7 of law expenses.

12161. Is the widow still in possession?—Yes; she is in possession till November, until the decision of the Chairman. The Chairman reserved his decision till the October Sessions.

12162. Therefore neither of those persons has been actually evicted?—No.

12163. Are there any other tenants on that property that have either actually been evicted, or are under notice of ejectment?—I cannot say that there are.

12164. Do you know of any on other estates in your district?—I know some were put out, and when the landlords put them out, they sent them to the Workhouse, take whatever they can get for the land and put it in their pockets. About a year ago a family named M'Laughlin were evicted—they were not able to pay.

12165. On whose estate?—Mr. Arthur Carcy is the landlord. The mother went into the workhouse and the aunt is still in the workhouse—the wife died and the two women went in as paupers—that is four out of one family, and the electoral division has to support them.

12166. Were they not allowed to sell?—They were not deprived of that, but I think the money it would fetch, would not pay the debts that were on it to the landlord and other creditors.

12167. Those people were not able to hold on?—They were not.

12168. Do you know any other case of persons being evicted, and having to go to the workhouse?—No. Most of the ejectments were settled—they gave security and got them settled.

12169. In this case of the M'Laughlin family, I do not see that there was any fault on the part of the landlord?—No. I don't say there is, but the rents on that estate are very high. That is the worst feature.

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Mr. Richard
Craig.

Mr. RICHARD CRAIG, Killnaphy, examined.

12170. CHAIRMAN.—You are a tenant farmer?—Yes.

12171. I believe you were connected with a case known as Tomkins's case?—Yes.

12172. Tell us how that case arose and what it arose from?—There were eight leaseholders.

12173. Is the property owned by Mr. Tomkins?—Yes.

12174. The leaseholders held under a lease for a term of years?—Yes; forty-one years.

12175. And the lease expired last November?—Yes.

12176. When the lease expired were they asked by Mr. Tomkins to agree to an advance of rent?—Yes; which they objected to.

12177. To what amount was the increase?—It ranged from fifty to seventy-five per cent. on the former rent.

12178. On their objecting did Mr. Tomkins bring an ejectment?—Yes.

12179. Were the tenants evicted?—Yes. They served a land claim after they were served with the ejectment.

12180. What was the result of the land claim?—The result was that when they came into Court the opinion of Counsellor Colquhoun was, that they had no tenant-right at the expiration of a lease, not being able to prove a sale after the fall of a lease.

12181. Did they withdraw their claim in consequence of that adverse opinion of counsel?—They had to submit to Mr. Tomkins's terms, and accept a twenty-one years lease at an increased rent.

12182. Was it a large increase?—Yes; and they had to pay all taxes—they had to pay the county cess. Before he would deal with the rent at all, they had to accept the lease, and pay the county cess.

12183. The O'CONOR DON.—What were the terms of the lease—was there anything objectionable in it?—The point was the denial of tenant-right at the expiration of the lease. There are eight tenants whose tenancy commenced at the same time, and they are all in the same condition.

12184. Is it known that tenant-right exists on the estate?—Yes, tenant-right exists there.

12185. Mr. KAVANAGH.—Who was the Chairman who decided this?—It was on the advice of their own counsel they withdrew the claim. There was a sale that took place in 1877 on one of the holdings of which there was no lease. That holding was sold under the Ulster custom.

12186. CHAIRMAN.—The opinion of counsel was, that in spite of the tenancies in the neighbourhood that were tenancies from year to year being subject to tenant-right, the claimants had no case, that these cases did not affect holdings that were under lease?—Yes; it is an unsettled question. Some judges here give it as their opinion that tenant-right did not exist and others gave it differently.

12187. At all events it is very difficult in such a case to establish a claim to tenant-right?—Yes, at the expiration of lease.

12188. In these leases was tenant-right barred for the future?—No, that question was not touched upon. In the old lease that fell there was a clause providing a money penalty, namely, that if you sold during that lease the incoming tenant was to pay so much more rent than the tenant who held formerly. We would not accept the lease on any terms unless that money penalty was struck out.

12189. Is it your opinion that where holdings in the neighbourhood are held with tenant-right it ought to be made clear that the dropping of a lease does not exclude tenant-right unless it has been specially excluded in the lease?—I thought there was tenant-right all round us there with lease or without lease. I never heard of it being touched in our neighbourhood.

12190. Would that be a satisfactory way of saying it:—it is to be presumed to exist unless there is something in the lease excluding it?—Our late Chairman did not decide the cases according to the custom of the property on which the cases arose, but took in the neighbouring properties all round, and if tenant-right existed in the neighbourhood he allowed it.

12191. But according to the opinion you have quoted there must be a sale after the dropping of the lease to establish the custom?—Yes, that was according to counsel's opinion.

12192. His opinion being, we may presume, founded on the latest decisions on the subject?—Yes.

12193. You think the Land Act ought to be amended in that respect?—Yes.

12194. The O'CONOR DON.—Was there a particular covenant in your lease against sale during the continuance of the lease?—No, but there was a penalty if I sold, and the tenant who purchased (if the landlord chose to charge it) should pay an increased rent. There was one case where Mr. Hanna bought a farm from Mr. Barbour fifteen years before the fall of the lease, and the increase was £12 a year and he paid it.

12195. And was the increased rent that was asked from you at the expiration of the lease greater than the increase that would have been put upon you if there was a sale during the continuance of the lease?—It was. There was one for £140 to £185.

12196. What would have been the amount of the increase on this holding if it had been sold before the lease expired?—There was no lease on that holding. He had a document but not a lease. The document contained the usual clauses for Mr. Tomkins's lease.

12197. This is not one of the leaseholder's cases?—That Mr. White came under the head of leaseholders.

12198. What is the present rent upon these lands as compared with the valuation?—The valuation of that farm which was raised from £65 to £80 is £68 15s.

12199. Are the rents higher than the usual rents in the neighbourhood?—I believe they are a good deal. The Government valuation of one farm is £68 15s. including houses and land and the rent is £80. Mr. White's farm is valued at £85 and the rent is £101. In my own case the valuation is £49 5s. and the rent £57.

12200. Is there any provision in the new lease you have taken out against selling?—No. We can sell to the highest and best bidder, provided that the purchaser is a solvent man and of good character. He may contend it is the lease we are selling, but we contend we should have tenant-right.

12201. CHAIRMAN.—Tenant-right at the end of the lease?—Yes, at the end of the lease.

12202. Unless expressly excluded by the lease?—The tenant-right was never touched at all. The case never was gone into; the Chairman said he could not touch the rent without the consent of both parties; so when we found our tenant-right was in danger and were told upon counsel's opinion that we had not tenant-right at the expiration of the lease we stopped.

12203. Then you took the land at the terms he proposed?—No, not at the terms he proposed. We had them valued ourselves. We get our own valuations and we get the land at our own valuation. We had them valued when preparing to go into court.

12204. And you got them at that valuation?—Yes.

12205. The O'CONOR DON.—And was that lower than the landlord had placed upon them?—Yes; that was reducing them from £66 to £57.

12206. You don't complain of the rents being too high?—We do, but we cannot remedy it.

12207. You say it was your own valuator fixed the rent?—It was our own valuator certainly.

Mr. CHARLES M'CALLION, Island of Inch, Co. Donegal, examined.

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Mr. Charles
M'Callion.

12208. CHAIRMAN.—You are a tenant on Lord Templemore's estate?—Yes.

12209. Is Mr. Bowen the agent?—Yes.

12210. Have you any complaint to make of raising of rent?—I have.

12211. How much land do you hold?—About thirty-one acres, rough and smooth, and scutch grass.

12212. What is the rent?—£26, and in former times it was £14.

12213. When was it raised?—I suppose it is about thirty-five years, when it was £14. The rent was then £14, and the Government valuation, £14 10s. It was then raised from £14 to £18 13s. He took 15s. off for a piece he gave to a neighbour, and now I pay £26, and a house I put up they took from me, and Lord Templemore draws rent on it of £2 5s. a year, whereas I should get that, or it should be taken off my rent.

12214. Is that rent beyond what you should pay?—I consider it far beyond it. When I was paying £18 I was able to pay it, but now I am two years behind.

12215. These last two years were very bad?—Yes, but I had a friend in America; but they say they won't send me any more money to support myself and pay the rent for Lord Templemore.

12216. And they stopped sending it?—Yes.

12217. You say Mr. Bowen is a very good man, but he must collect the rents?—These were put on before he got there.

12218. Have you made any application for a reduction?—Several times; and the valuator was sent round a second time to value it, and he asked me what the Government valuation was, and he said I should only pay one-third above that. He asked me to dig where I thought the soil was bad, and he said I was only to pay £21, and when I came to the foot of the road, Mr. Knox, the agent, who was standing there, said, "There will be no change." That was before Mr. Bowen's time. Mr. Knox was what you call a head agent. Mr. Colquhoun was under him at that time. There

are men on the island who have places at £18, and if mine was £18 I would willingly swop with them. I did not get justice.

12219. Were there other valuations at the same time?—There was a general valuation. I lost an acre of the piece of land I had, and I get no compensation for it, only a rood of bog which you could scarcely work.

12220. Was it taken from you?—Yes; by the side of the mearings.

12221. Did you get nothing in exchange?—I got about a rood instead of an acre.

12222. Have you made any improvements of late?—No, except tumbling some ditches and making improvements, but since this raise I could not improve it, for I could not pay; neither did the landlord improve it either.

12223. The O'CONOR DON.—What is the present Government valuation?—£14 10s.

12224. CHAIRMAN.—Would you have been satisfied if he had put on the £21 as the valuator said?—I would have striven to pay it, but the increase put me out of heart entirely.

12225. The O'CONOR DON.—Is tenant-right allowed on the estate?—Yes.

12226. Have there been any sales?—Yes.

12227. Since the increase of rent?—Yes.

12228. How many years' purchase did they get?—I could scarcely tell. There were very few places sold since that time. I know a neighbour of mine named Cresswell. There was a piece taken off the foot of a field of his and given to a bailiff. There was a house on the corner of the field, and the agent took another notion, and he said if the man gave him £60 he would give him the land back again, and he had to pay him the £60 for his own land back again before the other man put a plough in it.

12229. CHAIRMAN.—Who was that done by?—By Mr. Kennedy, who was agent before Mr. Colquhoun came; but Mr. Bowen was a very good man since he came over us, if you paid all demands.

Mr. D. J. BOYLE examined.

Mr D. J.
Boyle.

12230. CHAIRMAN.—Are you a tenant farmer?—Yes, sir.

12231. Under whom do you hold?—I hold under three landlords.

12232. Where do you live?—I live at Galloney, Feeney.

12233. Who are your landlords?—The Worshipful Company of Skinners in one case, Lord Waterford is another, and Mr. Miller the third. None of the three holdings have the same tenant-right attached to them.

12234. The tenant-right varies on each?—Yes, it varies on each.

12235. What is the acreage of the whole?—Altogether they are about 120 acres.

12236. How much land have you under each of these three landlords?—I could not exactly define the amount. There are four tenements altogether.

12237. What is the rent?—About £123; but I should say there is a corn mill on one of the holdings, and a flax mill on another, and the rent of the mills and lands are so mixed up that I could not say what the rent on any of the land is.

12238. You know the rent you pay to each of the different landlords?—Yes.

12239. What are they?—The rent I pay to the Skinners' Company, £75. I pay the three amounts separately.

12240. You say you expected protection from the Land Act?—I expected it would have come down more to the protection of the tenants in general than what it has done.

12241. In what point did it fail?—I was deprived of the privilege of buying out my own holding on Lord

Waterford's property. I believe the word "entirety" in the Land Act is a mistake—that is to say, that where a property is to be sold in its entirety, and four-fifths of the people agree to buy, and one-fifth is disagreeable and will not buy—the same privilege should be given to a tenant or an outsider to buy that one-fifth. My property was thrown into a block; there were twenty-one tenants, and, out of the twenty-one, I was able to get four-fifths able and willing to buy; the other fifth were not able, and, therefore, they were less willing. I made application to the officer in Dublin, and wrote to the Board of Works to see whether I would get the privilege of the fifth, and I would pay for it. The gentleman told me he was not aware whether that could be done, as the question had never been raised. I made application for the amount I supposed it would take to purchase that fifth—the one-third balance I would have got myself. I sent that form to the Board of Works, through my solicitor, Mr. Lane, of Limavady; but I found that only when a property was sold in its entirety, would that privilege be granted, and I had to come home and sit down, and the tenants were deprived of the same privilege. That occurred on many blocks, a good portion of which was not sold.

12242. Through one tenant not wishing to buy?—No. It was because we could not get the privilege from the Board of Works of the loan of this amount, that would have paid two-thirds for the fifth. If the property is sold in its entirety, the Act gives the privilege of granting the same amount of money to even an outsider purchaser as if he were the tenant or occupier.

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Mr. D. J.
Boyle.

12243. This was not the entirety of Lord Waterford's property?—No; it was only one block, on which there were twenty-one tenants, and many of them poor men, and many of them timid, for they were not willing; there was a great antipathy to touching Government money at all.

12244. You think the privilege should be extended to the whole townland and not to the whole property?—Give it to the whole property; but give each block the privilege the same as where the whole is sold. Hundreds would have bought if that was so. When the Land Act was proposed I happened to be on a deputation to Mr. Gladstone. This property was to be divided into sections before we went to Mr. Gladstone, and we anticipated such a thing, and we put the question to Mr. Gladstone would the privilege be the same to the block as to the estate, in its entirety, and he said, inasmuch as the machinery was the same and the title the same, he thought it would; but when I came practically to the Board of Works to look for assistance, I have told you what occurred.

12245. Was this a deputation to Mr. Gladstone?—It was a deputation to the Government, at the time the Land Act was in a Bill, to show the necessity there was for the introduction of these Bright Clauses—a deputation from tenants on the property of Lord Waterford, which was then put into the Incumbered Estates Court to be sold. Having lived under a good landlord for a good many years, our interest was considerable, and we were afraid we might have to pay sharply for our improvements, and, therefore, the tenants were very anxious, and they appointed a deputation to wait on Mr. Gladstone, and press the importance of it.

12246. Who bought this part of the property?—The part I speak of, I got the tenants induced to go on up to the figure equal to what would be likely to buy, and I made an approximate calculation of what I would be safe in venturing. I went to the sale, and bid up to that sum, and it was bought in by Mr. Smith—some Dublin gentleman who did not hold it, but handed it over to Lord Waterford again.

12247. Are you now a tenant on Lord Waterford's property?—I hold this portion of Lord Waterford's property still. I never changed the tenancy since, for I was born and bred on Lord Waterford's property. There is a sheet of queries I obtained by accident in my neighbourhood, and I have no hesitation in giving an affidavit to the answers which I give in it. I have no very serious grievances to complain of, and they are brought out as precisely there as they possibly can be.

12248. We have heard a great many points, and they seem to come a good deal to the questions of the rise of rent and the selection of the tenant?—Quite so.

12249. As to the rising of rent, do you think there ought to be some fixed period when rent should be raised if at all?—That is a matter I would scarcely be able to give an opinion on; it is so difficult a matter. If you make it periodical we are just waiting like the cat and the mouse; waiting for the time to put on the increase, and if the tenant is an improving tenant it will soon be worth putting on an increase. I have a memory of land which was 5s. 10½d. the Irish acre, and when I improved it and brought it to a proper state the first rent I paid was 17s. 6d. The increase was for improvements. It had been raised from 5s. 10d. previous to my going into occupation, so that it was not increased all at one time. Yet that was under a good landlord—one of the best landlords I ever knew in Ireland, and I have been in every county in Ireland; that was the old Lord Waterford, the sporting man. He was an excellent landlord and had good agents, and they did not load the tenant heavily; they put on light increases, but the confidence was so great in the landlord that they went on improving until I have known the tenant-right to bring more than the fee-simple of other lands. That was because of the confidence in the landlord, but when the landlord died and the property fell into other hands it altered things materially. The kind of landlord was more important to

the tenant, for he had laid out heavily in improvements. As to the manner of fixing a fair rent, I have weighed and studied the subject when many farmers were asleep, probably in their beds, and I don't see how it is to be done unless we take something like the basis of Griffith's valuation. Have that and appoint arbitrators. Advantage is taken of the improved state of the land which might be brought about by the improvements of the tenant, but the judges put on an increase of one-fourth on Griffith's valuation which was thought by them reasonable, and latterly, in the last few years when the times were good, I have noticed the judges put on one-third, but with the importation of bread stuffs from America, and with the facilities they have for sending grain and other farm produce to this country, they have so lowered the prices that we are not able to compete and pay the present rent and taxes.

12250. You say that you don't think the increase of rent should be left entirely with the landlord?—By no means; it is hardly fair to do so on the tenants' improvements.

12251. If there is to be a valuation you think in any case the tenants' improvements should be excluded. By all means they should be excluded. The tenants' real improvements should be excluded.

12252. They value the buildings separately?—Yes; for the purpose of taxation for the country's support, but they ought to exclude the tenants' building improvements in fixing the rent. I don't believe they should be included. Lord Waterford was never in the habit of putting any rent on the houses if we built them ourselves. He only increased the rent on the land; there is a poor rate valuation and a landlord's valuation.

12253. Fair consideration should be made for the tenants' land improvements in fixing the new rent?—Yes; unless the landlords had built the houses or other accommodation.

12254. But I am speaking of land improvements!—Certainly. Land improvements, if done by the tenant, ought to be protected for the tenant, otherwise he will be prevented from making improvements. Now is the time nothing should be put in the way of the tenant trying to "grow two blades of grass where only one blade grew before." That is quite easily done, for I am sure our country could produce double the quantity with proper cultivation and good management.

12255. As to the selection of the tenant you think that that restriction on tenant-right should be maintained?—The landlord must have protection, I always go in for taking both sides of the question, as if I was for landlord and for tenant. I believe the landlord has a perfect right to be protected just as the tenant.

12256. You mentioned that the Skinners Company compel the tenants to sell by private sale instead of by public auction?—That is a grievance we labour under on that estate, and we don't like it.

12257. Would public auction give as fair means to the tenantry of the property as any other?—I think it would be a fairer means of disposing of their interest.

12258. Do you think there is no risk of the price being run up beyond its real value?—If it is, it is public opinion does it; if they are solvent *bona fide* purchasers it is fair enough, but in the case of Lord Waterford's sales, in the public court, we felt there was this bidding on, and not intending to buy, while we were buying our own property. That could not occur at our sales in the country, for it is known there who wants the farm, and whether the bidding is *bona fide*.

12259. One of your objections to the landlord having the power to fix the rent is that the tenant must pay it or leave the farm?—He generally receives a notice to quit if he does not agree to give the rent fixed. There were some parties coming here from my neighbourhood, who got a notice to quit from the Skinners Company in answer to a memorial which they sent respectfully enough asking them to reconsider the rent. That is the usual course—adopting some course to coerce or make the tenants agree to pay the rent. I must say, however, that we have no very bad landlords in

this part of the north, and in all I say of the Skinners Company, in speaking of the grievances of my neighbours, I believe firmly that if the matters we complain of were brought before that body they would treat us fairly and honestly. I have met the body individually and collectively, and I believe if we laid our grievances before them, they would give us a just verdict, but they are far removed from us, and do not know our circumstances, and they are not able to do us the justice we require.

12260. You were very anxious to purchase if it had not been for these impediments?—Yes, and so were many on the blocks now in Lord Waterford's hands. They would clearly have bought but for this one difficulty, and we could not get over it.

12261. Was that from seeing that in other cases they prospered in the holdings they had purchased?—Exactly so. I bought my father-in-law's property privately through Mr. Murdock, of Dublin, before the sale came on, and my father-in-law has made more improvements since 1870 than was made for years before, because he has a certainty he is working for himself. I know cases where the people holding old perpetuities are living on in the greatest distress, but in the case of new perpetuities for this century, at all events, it would be very different. I have a number of farmers coming to me, and talking over the matter, and the observation these few weeks has been, "It is sweet to have a bit of land of your own. You can improve it."

12262. The O'CONOR DON.—Do you think they would subdivide it?—I think it would be well not to subdivide it. I see a great many difficulties when we come to make a change in the land arrangements. If we give every man the option of buying out his little

holding it will put a stop to the great improvement of the country. Sept. 20, 1880

12263. How would you improve that?—I believe we should, in all our arrangements, have an eye to the improvement of the whole aspect of the country. An eye to the march of improvement that is being every year introduced in the way of machinery. If we have little zig-zag fields we will never get square fields formed into which we can go with our reaping machine, and cut it in a few hours, where with the other system of reaping it will take as many days to do it.

12264. How could you provide against that where the holdings are so interwoven?—I was just trying to see what I could recommend the Skinners Company to do, although it is only building castles in the air, and I was just thinking I would take the Ordnance sheet, and chalk out straight lines, if I was the owner of the estate, and if every one of these represented a farmer, as soon as any one of them was ready to sell I would be the buyer, and I would say give him a fair price and let him go. I would then take that farm, and put such portion of it into No. 1 or 2, or any other farm as would suit that other farm, and I would go through each of them until I brought the holdings up to these chalk lines, and near to the farm stading.

12265. That might take a long time?—If you begin a good principle you are on good lines, and those who would follow you would adopt them. This would not cost anything, for I would make it pay its whole cost; the people who got it would gladly pay a fair amount, and the Skinners Company would only be the guarantors for the time being. They would then be consolidating farms and squaring them, and bringing them into proper form for a more improved mode of cultivation.

Mr. THOMAS MEEK, Moneymore, examined.

Mr. Thomas Meek.

12266. CHAIRMAN.—You hold a farm?—Yes.

12267. Is it under the Salters Company?—Yes.

12268. There is some point you wish to mention as to the introduction of a new agreement?—Yes, I have here an agreement I got from the office (agreement produced).

12269. The two points in it are confining the tenant-right to ten years' purchase, and making the tenant pay county cess?—Yes.

12270. What was the date when this was first introduced?—I could not tell, but it is ten or fifteen years ago.

12271. The first point in the agreement is making the ten years the maximum?—Yes.

12272. And the second point is that you are bound to pay the entire county cess as heretofore?—Yes.

12273. That could hardly have been introduced at the time you mention, because it was by the Land Act any change was made as to the payment of county cess?—That may not have been in the agreements before, but the other was not. I could have produced a man named Brown, whose father died two years ago. He went to get his name put into the rental, and he could not get it in until he would sign something like this. He gave a fee for that purpose, which was not returned, nor was his name entered. Having put out this form of agreement, they thought it right to say it was to be universal—that if a person purchased he should sign it before he got his name put into the rent book. The same way with a person who inherits property. This Brown is the son of a tenant.

12274. You can speak from your own knowledge that the tenant is required to accept this before he is allowed into possession?—Yes, it is always so; although I heard from a very authentic source that they were going to make the purchasing tenant pay 10 per cent. more rent than existed on the farm before.

12275. In lieu of the agreement or in addition to it?—I expect in lieu of it.

12276. Do you believe that this was first introduced about fifteen years ago?—I think it must have been

introduced something between ten and fifteen years ago.

12277. Up to that time had the rate of purchase been entirely free?—I understand so, but as I was not brought up on the estate I cannot say positively.

12278. But that is the view of those with whom you have communicated?—Yes. The other point I wish to bring before you is with reference to Bright's clauses of the Land Act. In this case the owners proposed selling the estate, and some of us went to the agent Mr. Cartwright; but we thought he should have encouraged us to purchase. He wanted us to offer thirty years purchase. The estate was then sold to a gentleman. Mr. Brown got into communication with this gentleman, and when he found the feeling of the tenants he drew off, and did not complete the purchase; that was Mr. Adair.

12279. Mr. KAVANAGH.—Is that Mr. Adair of Gweedore?—Yes, he acted very fairly with us, and said he would not buy against the tenants.

12280. CHAIRMAN.—Did the tenants purchase then?—No, the matter dropped, and the Salters Company still have it.

12281. Do you think the tenants should have the first offer?—I would think so.

12282. On any property?—Yes, I think there would be a feeling on the part of some landlords not to give tenants an offer, there is a feeling that tenants are taking too much on them, and they would rather sell to some one else. I don't mean that that is general.

12283. You think it would be a fair thing that it should be made a condition in selling in the Landed Estates Court, that the tenant should have the first offer at a price fixed by the Court?—I would think that the tenant should get the first offer. I live close to the townparks of Moneymore. There is a difficulty there in reference to the Drapers' estate. They always purchased and sold their houses in town, and the land connected, and now they are trying to prevent that being done.

12284. Is this in the town?—Yes, in the town,

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Mr. Thomas
Meek

and some of these parties are living partially by farming and some altogether by farming.

12285. They are houses in the town with holdings outside the town?—Yes.

12286. And in separate holdings?—I think the houses and lands are often put together and bought.

12287. The town house does not come under the Land Act?—But this arises on the question of townparks. The tenants holding them think they have tenant-right, and the landlords think they have not.

12288. That is the landlords of townparks?—The townparks and townhouses are united so that they could scarcely be separated.

12289. The meaning of townpark holdings is holdings near a town given in connexion with townhouses, and as a separate holding, as accommodation. The original parties built houses, and then sold them connected with the land?—They want them to sign an agreement, and I understand in the agreement they state that the landlord has had possession, that he has given full value for the holding, that they have received it back from the landlord, and have no right to it. There is a case of Philip M'Ahone who purchased a house and nine statute acres at a rent of £23 for £160, and that is the notice to quit he got. He has paid the last advance and everything. The notice is to give up premises in the town of Moneymore, and that part of the land containing 9a. 34p.

12290. What was the cause of the notice to quit?—He knows of no cause except it was a matter of feeling. There had been an action brought against the Company, and they were forced to clean a mill-race round past his land, and some of the tenants were asked to pay part of the expenses, and he thought it did him no good, and as his rent had been raised lately he refused to pay a portion of it.

12291. You wish to show that these are not townparks, but agricultural holdings?—Yes, and that if they are townparks they should not continue to be so. A farmer requested me to state with reference to another estate, that he holds twelve acres up in the mountain district at a rent of £9 10s., twenty years ago, the rent was £6 10s., and the Government valuation £6 10s., now the rent is £9 10s.

12292. What is the name of the tenant?—He

doesn't wish it mentioned (witness named the tenant). He is a poor tenant, and he would not like his name to be mentioned. Mr. Robert Staples, agent, sent for me to act as arbitrator in another case which I will state, as it shows the hardship that may arise by restrictions being placed on free sale. There were two farmers aged men going down in circumstances one William M'Conkey, and the other Henry John M'Conkey; William held a small farm, and Henry John a large one, William went to sell his farm; there were two *bona fide* purchasers, and he could have got £600, but the landlord refused to allow him to sell, and said Henry John must sell his farm and go live with William; when a price was put upon it the neighbouring tenants who were to get it were not able to purchase it; the two tenants filed a land claim, and the landlord then offered them liberty to sell, and defeated them in their land claim, but the times are so changed they cannot sell for anything so good as before. There was another case that took place on the estate on which I spent most of my life, the estate of Colonel Caulfeild of Stewarts town. He had brought in a new rule that the tenant-right should be only £5 per acre. When the leases dropped he sent his bailiff round to make them sign an agreement that they would accept £5 at any time for their tenant-right. This man (John Russell), refused to sign the paper.

12293. When was this rule made?—This rule was commenced before the Land Act passed. I heard the Colonel speak of it before I left that neighbourhood—before the Land Act was passed. I sold my farm before the lease dropped, least I should come under it. Russell was ejected, and he brought a land claim at the Quarter Sessions of Dungannon, but it went against him. He appealed to the Assizes, and the decision was affirmed, as he only got £50 for some buildings and reclamation, and had to leave. The farm was then offered to him at £130 and a higher rent. He refused the farm at the higher rent, and he now lives in what was a cottier house of his own. There was another case under Mr. Hewitt, where Russell had bought four acres and drained three of them; when the lease dropped he got a notice to quit, and rather than fight he went out and got nothing.

Mr. Andrew
Browne.

Mr. ANDREW BROWNE, The Cottage, Magherafelt, examined.

12294. Mr. KAVANAGH.—You are a tenant farmer?—Yes.

12295. You hold about thirty-four acres of land?—Yes, sir.

12296. Under the Salters Company?—Yes.

12297. Does tenant-right exist there?—In a restricted form.

12298. What is the form?—The office restriction is ten years of the Government valuation. After I became tenant on that estate I immediately took in hand to show that there was a great evil in this contract, and on consultation with my friend, Mr. Meek, and some others on the subject, we arranged to draw up a memorial to the Salters Company, and get the tenants' signatures to it. The object was to prove, in the first place, the injustice of it if we could, and in the second place, that it was an enforced contract, and although the tenants were, one way or other, compelled to sign it, it was not willingly done by any of them. I hold here a copy of the memorial with the signatures of all the tenants. I presented a copy of that memorial at Salters' Hall, but it was returned to me, stating that the office business was done through their agent, Mr. Cartwright. I presented the same to Mr. Cartwright, with a letter, which I have here.

12299. You went to London, and had to come back again?—No, sir. It was posted, but it was returned, saying Mr. Cartwright was their agent, and their business was to be done through him. I never received any reply from Mr. Cartwright, although I received the signatures of all the tenants except six or

seven. The memorial was signed by the tenants, through the labours of a committee of about forty of the most respectable gentlemen on the estate, but it would not be listened to. The sum and substance of the memorial was that we begged that which the law allowed us—a free tenant-right.

12300. How long has this custom been established on the property?—Since about 1866.

12300A. Then, in fact, whether it is wise or not of the Salters Company to keep up that agreement they have not broken the law in doing so?—I know that they resisted the law; but as I say, whether the law came before or after it the morality of the question is exactly the same, and when we went as memorialists we did not go as demanding a right, but we went praying them to do that which was justice, and which the law sanctioned.

12301. And your opinion is that the restriction is an unjust one?—Yes.

12302. And you say that the usual term of tenant-right is from twenty to twenty-five years' purchase?—Yes.

12303. And that you are restricted to ten?—Yes.

12304. And you are also compelled to sign something about paying the whole of the county cess?—Yes.

12305. That is the pith of what you have got to say, and that you presented a memorial to the agent, and you got no reply?—Yes, and what was asked being refused.

12306. Have you any other point?—Yes, in reference to townparks. It has always been the custom about Magherafelt, no matter what the quantity of

land, or who bought or sold it, to buy and pay for it on changing hands.

12307. CHAIRMAN.—That was there was tenant-right?—There was never such a thing known as these lands that are now denominated “townparks,” and which seem to come under the section of the Act of 1870 as not entitled to tenant-right. There has never been any of them passed which were not bought and paid for.

12308. After the Land Act?—Yes, and even Mr. Cartwright himself has bought them and paid for them after that time. I have known a case where the Salters Company distributed land. In 1866 the rent of this particular farm was raised from £26 12s. 6d. to £40. The farm contained 13A. 3R. 6P. of poor land. The tenant had been allowed to get into arrear, and the landlord took up possession and then divided the land amongst five tenants, charging them £66 9s. 6d. of an in-put.

12309. Mr. KAVANAGH.—You complain that the Land Act has deprived the holders of townparks of rights which they possessed before it?—I complain of the laxity of the Land Act which in that respect has given the Salters Company an opportunity of taking away our right in respect of townparks.

12310. You think it gave the opportunity by omitting townparks altogether?—Yes.

12311. And you stand in the same position as before without the assistance which the Land Act gave to agricultural holdings?—Yes. With respect to these townparks I produce a number of documents signed by Mr. Cartwright requiring the people to pay an additional twenty per cent. of rent in 1878 and all the county cess.

12312. In all these holdings or only in the townparks?—This applies to the townparks. The agricultural holdings were raised in 1866, and the townparks are now being raised.

12313. How do you distinguish between agricultural holdings and townparks—do you call it an agricultural holding where there is a house a little further off?—Quite so.

12314. And where there is a house in the town it is called townpark?—It is endeavoured to do so for the purpose of depriving the people of their rights.

12315. How far do they extend the name townpark?—I should say half a mile; and in reference to the denomination of townparks, in a small town like this, where people live one day in the shop and five days in the fields to get a living, I think it is a mistake to call the holdings there “townparks,” they are not townparks or accommodation according to the meaning of the Act.

12316. They come under the name of agricultural holdings?—I say so.

12317. You want that made clear?—I want the same protection for all lands, and then if the landlord could establish a prior claim by purchase or in any other way, of course let him have it. I would not want to deprive him of anything that is his, but in all small towns such is the condition of the people that they look as much to the land as to the shops for

subsistence, and there is no accommodation land. No man has more than a garden for accommodation. The Salters Company have offered perpetuities, at least they have given three perpetuities of house, but they never offered any perpetuities of land. These printed documents signed by Mr. Cartwright I am willing to lodge for inspection.

12318. They are bearing out what you state?—Yes, but they are so conclusive as evidence, and they show the nature of the pressure put upon us to take away our land. These documents show the animus that exists. Charging us a rack-rent, and all the county-cess.

12319. We take it you have notices which show that?—I have met the agent on that subject. There is just one other matter about these townparks; it is stated in one of the papers, that the rent was not raised since 1856. The townpeople's houses that they built themselves, have been raised to ninefold the original rent, while there was never a shovelful of mortar, but the people's own, put upon them—Raising the rent not on the townparks, but raising the rent of the people who hold the townparks, and leaving the townparks untouched was the plan adopted, and now they come upon the townparks with a rise of 20 per cent. in 1878, when we are all begging. The old system in the district, was that in selling, the house and the land went together, the new office system is to sever the two.

12320. When did that system begin?—I really could not give the date, because the difficulty with us, is in getting statistics of that kind, but it has been the practice, and is the practice; it happened to myself. I bought a house and townpark, at Magherafelt, about seven years ago. When I went into the office to get my name put into the rent-roll, I was informed I must pay 20 per cent. of an advance on the rent. I had not paid the money for these townparks, and I went to the party from whom I purchased, and she agreed to throw off £37 10s. of her money, opposite the advance the landlord had put upon my rent. So much money taken out of the sellers' pocket, and put into the pocket of the Salters Company.

12321. Were these houses built by the tenants?—Everything is done by the tenants; all the improvements are done by the tenants, and any new buildings are secured by building leases. That has been introduced by the Salters Company. They are now giving building leases.

12322. In old times building leases were not given?—Quite so.

12323. The man got the land, and he built upon it?—The tenants took the land on the protection of the faith of the landlord. This estate of the Salters Company, was sublet to the Marquess of Londonderry and Sir Robert Bateson, and they treated the tenants with great consideration, and this was one of the reasons why irregularity arose to such a degree. They built on, and the landlord saw them building, and then they came and charged many of them nine times the original rent. I have here three cases of tenants being charged nine times the rent they were paying at first. The names are E. Wilson, J. Donaghey, E. M'Menamys.

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Mr. Andrew Browne.

Mr. JAMES CASKEY, Drummond, Limavady, examined.

Mr. James Caskey.

12324. Mr. KAVANAGH.—You are a tenant on Mr. M'Causland's property?—Yes.

12325. Holding seventy-six statute acres?—Yes.

12326. The rent is £100 a year, and the Poor Law valuation, £70?—Yes.

12327. What is the average size of holdings on this estate?—Forty acres.

12328. You are a tenant from year to year?—Yes.

12329. What proportion does your rent bear to the valuation?—It is rather more than one-third over it.

12330. Do you think the Government valuation is a fair basis for arriving at the value of land?—In general it is.

12331. The rent is not too high?—It is not unreasonably higher.

12332. How long has it been at that rent?—Seven years.

12333. Describe the custom of the estate?—Three years rent the tenant gets on going out, £4 an acre for all manured land, and £1 an acre for land laid down in seeds besides other improvements such as building houses or draining, or anything that will add to or benefit the soil.

12334. That is the custom that exists throughout the estate?—Yes; that is the custom.

12335. Are you and the tenants generally satisfied

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with it?—I hear no complaints unless perhaps it might be one who would be going back who of course would like to sell, and make money out of it; but all the well-to-do tenants are satisfied.

12336. Is the rent usually raised on an incoming tenant?—In some cases it is where there are improvements made by the landlord, but it is not generally the case.

12337. I think you said Mr. M'Causland made all the improvements himself?—Yes. The bulk of them.

12338. Then the rent is not raised on the improvement of the tenant?—No; the tenants make very few improvements themselves as a whole, Mr. M'Causland generally makes them.

12339. Are there many leases?—Very few; scarcely any that I know of.

12340. They don't care to take them out?—Not since the Land Act, the tenants since as a class are not caring much.

12341. I suppose if they wanted a lease he would give it?—Yes; he would willingly, but leases have not been asked for latterly.

12342. Can you tell us the customs that exist on any other estates adjoining?—On the Waterford property there is the Ulster custom.

12343. I suppose it is sale by auction?—To the highest and best bidder.

12344. Do you think it is a wise thing to have sale by auction and unlimited?—No.

12345. Why?—Because it takes away the tenant's capital which he should improve his farm with, and besides many of them have to go into debt, and often at a high rate of interest.

12346. That is a very ruinous state of affairs?—I believe it to be so.

12347. And you think as a general rule the landlord ought to have power to object to or select the tenant?—I would think so. I think it would be right he should have that power.

12348. Do you believe it is a protection to reasonable tenant-right on the estate?—I believe it is. It gives the landlord a sort of veto in case of bad character, or of tenants who might not be able to pay the rent.

12349. I suppose the custom on the estate is, that the landlord pays the outgoing man and receives a sum of money from the incoming man?—Yes; it is not between tenant and tenant. It is always done in the office.

12350. You said that Mr. M'Causland makes all the improvements on the property?—Yes. The greater part of them and the most valuable.

12351. We have had a great deal of evidence from tenants of his?—He has laid out £10,000 on improvements alone in these last twenty years.

12352. CHAIRMAN.—Are you speaking of mountain farms?—No, it is principally the agricultural farms I speak of.

12353. Do you know anything of the mountain tenantry?—I do, a little.

12354. They get more than three years?—Yes, five years.

12355. Mr. KAVANAGH.—That is they are allowed to sell for five years?—Not to sell, but they receive five years through the office, as in the case of the low-land tenants.

12356. One witness stated that Mr. M'Causland, when a tenant has made any improvements, spend a few pounds on it and charges five per cent. and then claims all the improvements?—I believe that is not true, for there are very few improvements made by the tenants, and it is from four to five per cent. he charges, in some instances four per cent.

12357. This evidence would go to show that he spends a few pounds apparently in improvements for the purpose of appropriating all the tenant's improvements?—I don't think that is correct.

12358. Such cases could hardly happen without your hearing?—No, they could hardly happen without my hearing of them; they would be reported in the district.

12359. Do you know Walk-mill farm?—I do. It lies a mile and a half from where I live.

12360. Could you tell us anything about it?—Mrs. Galt had to leave it, but she had some property of her own besides. She was a non-resident, and she let the house go to wreck, and the farm was not in a good state of cultivation. I don't know whether she was ejected or left of her own free will; but it was not reported to be a hard case in any way.

12361. It was not?—Not that I am aware of.

12362. It was reported here that it was a very extreme case of hardship, that she was turned out for three years rent, although she had drained very much and got no allowance for her improvements at all?—I did not hear of it.

12363. Did you ever hear of Hamilton Stewart?—I did. He and his wife disagreed, and as the farm came by her she desired it to be given up.

12364. It was in consequence of a disagreement between husband and wife?—Yes; and they lived separate afterwards.

12365. It is not looked upon as a case of hardship?—No. It might have been by the man himself, but no other people looked at in that light. I have been often speaking to that man, and he never mentioned it to me at all.

12366. What has been the effect of the Land Act on tenant-right?—I don't think it has varied it very much. Good or bad times would affect it more.

12367. Have you had many evictions in your district?—I never knew of any within my memory.

12368. Neither on your estate or the district surrounding?—I never heard of any. The Waterford property adjoins where I live, and there is a right of sale on it, but Mr. M'Causland's is much better circumstanced than the Waterford estate, for a great many of them went into debt for the land they bought, and have to pay interest for it. I think the custom is not a good one—it takes away the man's capital.

12369. Have you any experience of tenants purchasing under Bright Clauses of the Land Act?—I know of some who are neighbours of mine, but I have not very much experience of it.

12370. Did they buy under the Church Act?—They bought in the Landed Estates Court.

12371. That is, they got their money from the Board of Works?—Yes.

12372. And how have they got on since?—I think their circumstances have not much improved. I had a conversation with a man the day before yesterday, and he says he has a higher rent now to pay than when under the Marquess of Waterford, because he bought so dear, and had to borrow the money.

12373. I suppose he does not count that he is paying off the charge?—He does not count that much, for he is pretty old, and he allows the purchase was too high.

12374. Do you think there is any danger of the tenants who purchase their holdings here—after subdividing them?—If it was very general, they might in some cases, but they have not in any case yet.

12375. They have no power yet?—I am sure there is danger, and in many cases they would.

12376. You think the tendency is to sublet?—Yes. Where there are a number of sons they might give each a corner of the farm, so as not to let them go away, and when the sons come to have sons of their own they may do the same thing. Small farms are ruinous. That is one advantage on Mr. M'Causland's estate—the farms can be enlarged more easily than on estates where there is tenant-right unlimited.

12377. What is the smallest farm on which a man could support himself and family decently without other means?—I think a farm of between forty and fifty acres is as little as a man could support himself and family on.

12378. You don't think that some of these thrifty little mountain men would get on with less?—They might get on with difficulty, but in bad years they would be sure to go to the wall.

12379. What is the condition of the labourers in your district?—I don't hear any complaints. I think it is pretty good, as far as I am aware of.

12380. What about is their pay?—The pay I give is 8s. 6d. a week, a free house, fuel brought home, and ground for potatoes. It amounts in all to about 10s. a week and a free house. They prefer it to 10s., and they are all satisfied.

12381. Is that all the year round?—Yes, wet and dry.

12382. They have no reason to complain?—No; they are making no complaint that I hear of.

12383. CHAIRMAN.—Did you buy into this holding?—No, sir. I came under the three years' system.

12384. Your father held it before?—My father held a farm, and his father for upwards of eighty years, on the same estate.

12385. And was the house built since you became tenant?—Yes, since I became tenant.

12386. Was that building for you rather an exceptional thing?—It was mentioned as an exceptional case. Mr. M'Causland built it, but not altogether. I built part of it.

12387. Then it was by allowance it was built?—Yes.

12388. You managed the building, and he made allowances towards it?—Yes; I managed the building.

12389. What did he allow?—He stone-finished the house, and I took £80 out at five per cent. interest.

12390. From whom?—Mr. M'Causland advanced it at interest, and he made a good many other improvements on the farm, which was not in a very good state when I got it.

12391. Is it the general custom with him to make advances at interest?—Yes.

12392. At five per cent.?—Yes, from four to five per cent., it is generally five I think; and I have known him where tenants made improvements, as in the case of my father, he advanced the money and charged no interest. I have known that in two cases.

12393. In any case where the tenant lays out money does he make advance of part of it and charge no interest?—I think it is not the general custom.

12394. I suppose there is a great distinction between the holdings in the low lands and in the mountain tenements?—Mr. M'Causland's mountain holdings are lower let in proportion to the Government valuation.

12395. They are in a worse condition than the low lands?—These last two years have been bad upon them.

12396. They have come hard on the mountain tenants?—Yes.

12397. Do you think there are many of the mountain tenants who would gladly improve their land, if it was not for this limit of tenant-right?—I cannot say as to that. I don't think there is very much land capable of improvement about the mountains, at least it is generally rough pasture land and very little could be done with it.

12398. The five years include improvements?—No.

12399. You are quite sure of that?—Yes; any improvements are allowed for on the tenant leaving.

12400. It was said it was three years for improvements on the low lands, and five years for improvements on the mountain?—I may not be correct but I think the three and five years are a kind of bonus.

12401. Mr. KAVANAGH.—It is said he makes no practical improvements and never allows for anything, and the case of one Douglas was mentioned. He purchased from M'Closkey, who was only allowed to get five years purchase without improvements at all?—That may be up near Derry. I don't know anything of that case. It is probably on the Ballymullen property.

12402. CHAIRMAN.—Did you ever act for him as bailiff?—No, sir.

12403. He built a house for some one who was acting as bailiff?—That I am sure is on the Ballymullen estate.

This concluded the sittings at Londonderry.

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Mr. James Caskey.

EIGHTEENTH DAY.—THURSDAY, 14TH OCTOBER, 1880.

The Commissioners sat in the Courthouse, Sligo, at 11 o'clock.

Present:—The Right Hon. the EARL of BESSBOROUGH, Chairman; The O'CONOR DON, and W. SHAW, Esq., M.P.

Colonel EDWARD HENRY COOPER, Markree Castle, Collooney, county Sligo, examined.

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Colonel Edward Henry Cooper.

12404. CHAIRMAN.—I believe you are Lord Lieutenant of the county?—Yes.

12405. You have property in the county to the extent of 30,000 acres?—Yes.

12406. I believe your property is not one upon which the Ulster tenant-right prevails?—No, we have never recognised any tenant-right or sale of goodwill.

12407. Not at any time?—No.

12408. Mr. SHAW.—Nothing similar to it?—No, nothing. Improvements we have always recognised either by enjoyment or money payment to a man leaving any improvements he has made.

12409. Are the payments by yourself or the incoming tenant?—It varies; generally by myself. I have almost always paid the man and put on a slight increase of rent.

12410. Either rent or getting the money?—Yes.

12411. CHAIRMAN.—Is that the case generally throughout your county?—I think it is, but in some cases landlords do allow a sale or the tenants to deal with each other.

12412. You think that is exceptional?—I think it is.

12413. Is that throughout the county Sligo?—I think so.

12414. Mr. SHAW.—Is it not allowed on any of the larger estates?—I don't think it is.

12415. CHAIRMAN.—But generally on the principle of improvements if they are leaving?—Yes, but I don't think the sale of good will, certainly on the large estates, is general.

12416. Mr. SHAW.—Has it been before to your knowledge that on any of the large estates in this county the sale of the good will was allowed?—No, most landlords are rather particular now to prevent the sale of good will.

12417. CHAIRMAN.—I mean leaving tenancies under the Land Act in the way they were before, but subject to the Land Act?—Yes.

12418. Mr. SHAW.—You don't know Lord Palmerston's property?—It is a long way from me. I don't know the custom, but I have always understood it was not tenant-right; it almost runs into Donegal, and I have always understood that the actual tenant-right stopped in Donegal and never spread to Lord Palmerston's estate.

12419. CHAIRMAN.—In case of a tenant leaving and a new tenant coming in, do you think a secret payment of money ever takes place?—I should think very likely, but it is not recognised by the landlord.

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12420. And not even what they call winked at?—I think not.

12421. Mr. SHAW.—You cannot help it?—No.

12422. And you cannot be inquiring too closely into a thing of that kind?—No.

12423. CHAIRMAN.—Then, as regards the working of the Land Act, what is your opinion of the state of the tenantry being satisfied with the provisions of the Land Act in their favour or not?—I have never heard any complaints. Very few land cases have occurred in this county, I should say, and I have never heard that they ever complained they did not get compensation enough.

12424. That the compensation would be sufficient and where cases have arisen they have had it satisfactorily decided?—I think so.

12425. By the County Court?—Yes.

12426. Is there any general rule as to the time of revaluation or an increase of rent?—No, I don't think there is any rule. I never heard of it on any estates in the county.

12427. Is there generally a revaluation when there is a change of tenancy?—Sometimes. I should say there always was a re-valuation on a lease falling in.

12428. Is it considered, when a tenant dies and is succeeded by one of his family that that would be a change where there would be a revaluation?—I think not.

12429. They usually go on in the same way?—Usually go on on the same terms. There has been no revaluation of my property for about twenty-two years, except in cases of changes of tenancies where I have paid for improvements, and the expiration of one or two old leases.

12430. Mr. SHAW.—Was there a general revaluation then on the whole property?—About twenty-two years ago.

12431. CHAIRMAN.—Then are you in the habit of making improvements or contributing towards them?—Yes, for the last ten years I have expended a very large sum of money on improvements, about £15,000. £4,000 on farm buildings, £5,000 on labourers' cottages, which includes the smaller class of farmers. We cannot build a farm building on a very small farm, and I build a very good cottage for him. £3,000 on planting and £3,000 on draining.

12432. Mr. SHAW.—That was done on farms, not on land in your own possession?—All on farms.

12433. CHAIRMAN.—In these cases do you make any addition to the rent?—Yes; they generally pay a portion of the interest of the money.

12434. The O'CONOR DON.—How much?—Well, I suppose all round about five per cent.

12435. Mr. SHAW.—Including principal and interest?—That is what they pay.

12436. That is full payment?—Not always, because in houses you have to paint and keep them up a bit. Five per cent. would not repay you, and in the case of drainage it is $6\frac{1}{2}$ per cent.

12437. CHAIRMAN.—Do you generally do the repairs?—I do the insurance, and if I see the man neglecting it I paint it, and the labourers' cottages I paint.

12438. The labourers' cottages you do keep in repair, with the farmers' you expect them to keep in repair?—Yes.

12439. Mr. SHAW.—The five per cent. is permanent?—Well, it has been only going on for ten years, but I think it is a permanent improvement. But in cases where it is a main drainage, if it benefits a certain number of farmers I put on a per centage. I think I am an exception with regard to improvements lately. I think since the Land Act a good many men who laid out money before have been rather afraid to do it.

12440. CHAIRMAN.—That has been rather the evidence we have had throughout?—I think if you examine one or two agents here that is the evidence they will give. I have been advised not to lay out this money.

12441. I suppose you keep a sort of estate register?—Yes; they apply in writing. What they want I generally allow them to do themselves. They make an offer to build a certain thing for a certain sum. I make the main drains, and, in almost all other cases, I let them carry out the work under my supervision, and they agree to pay a certain per centage on that.

12442. Do you have any signature of the tenant?—Yes. They make an application in writing, and say what they want done, and they acknowledge each instalment by their signature in the register.

12443. Mr. SHAW.—It cannot injure you?—It is done under the supervision of the Board of Works, and their architect approves.

12444. CHAIRMAN.—Then the money you get from the Board of Works for doing this improvement?—Yes, that is the way I have acted for the last ten years, since the passing of the Land Act. Supposing the Land Act would be a permanent settlement of the law, and that then I could work under the Land Act, I wanted to get the estate as near as I could into the form in England, that the permanent building and improvements should be done by the landlord, and the tenant pay a certain per centage.

12445. Mr. SHAW.—I suppose, before your time, the other practice was prevalent very much, the tenants did what they wanted?—Yes; and the rents were lower in consequence, and there was a regular scale on the estate. Ordinary thatched cottages and offices were not charged anything, and the rent was fixed for thirty years. Drainage less. Foreign timber and slates were generally given by my predecessor.

12446. The O'CONOR DON.—Have you altered your system at all since the passing of the Land Act?—Only in borrowing from the Board of Works in that way. Each man gets a notice that I will give him money to carry out any improvements required on his farm. I don't allow them to make any improvements without my sanction.

12447. Mr. SHAW.—The improvements go on just as usual?—They have done up to this.

12448. CHAIRMAN.—And you find that satisfactory to the tenants?—I found so perfectly.

12449. I was reading in a book the other day as to your property many years ago and the system there pursued to lead the tenants to the reclamation of waste lands, in which it was stated that they were given a portion of the land that had been cleared, and then given an additional part, and paid 1*d.* an hour for the work on it. That is Mr. Campbell Foster's book?—I don't know that, that was in 1846.

12450. How do you stand about waste lands now, have you a great deal of these waste lands not reclaimed?—I have a very great deal of waste land that is only fit for grouse shooting. I can give some information about the Waste Land Company that had the estate in this county.

12451. We will come to that presently. These holdings being such as they were before, is there a custom among tenants to charge their holdings with fortunes for their families, or anything of that sort?—I think so.

12452. And acknowledged?—Not acknowledged by the landlords; we don't know what transactions occur except a lawsuit arises in the family, but certainly when they die they leave certain fortunes to the young members of their family.

12453. Do they make settlements during their lives?—They sometimes pay fortunes, and other times leave it to their successor to pay.

12454. Do they expect the landlord to take any part in seeing that is carried out?—I think not.

12455. They must be left to fight it out themselves?—I think so.

12456. And do you find there is a considerable loss and difficulty to the family in consequence of this settlement?—I think so. There are various ways of

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doing it; sometimes the son, the man who is to succeed, marries a wife with money and her fortune often goes to buy out the younger members—there are various ways of doing it.

12457. I see that you mention in these notes that, in the case of what may be called capricious evictions, there has scarcely such a thing happened amongst the owners of estates, but that there have been as between middlemen and their undertenants?—I think so; if the land cases were examined, and I think Mr. Davis will be able to give you some information about that to-morrow, the great majority of cases will be found to be between middlemen and their tenants.

12458. I suppose those are middlemen holding under very old leases which are gradually dropping out?—Yes.

12459. What is the usual custom on the falling in of those old leases?—To take in the undertenants.

12460. Mr. SHAW.—And generally revalue the property?—Often to reduce the rents.

12461. CHAIRMAN.—We have been told generally that leases have not been sought after since the Land Act?—No.

12462. And you find that that is the case?—Yes.

12463. I suppose in the old leases there were clauses against subdivision and subletting?—In many cases there were.

12464. But not enforced?—Not enforced.

12465. Can you tell us at all the proportion between the rents through this county and the tenement valuation?—On my own estate they are about the same, and I fancy on most large estates they are let at about the tenement valuation.

12466. Mr. SHAW.—The valuation was made here, I suppose, later than in the South?—I think about 1857, our book is dated 1857. We don't consider it a fair valuation, the poor, bad lands are rather highly valued, and some of the good grazing land—some of the best land in the county—is much too low.

12467. CHAIRMAN.—But we hear from Mr. Ball Greene that it was not intended to be any criterion for rent?—I don't think it was; I am sure the poor lands are too highly valued.

12468. In this case you make your own valuation and put them lower?—Yes; but the average, as I say, of mine are about the tenement valuation.

12469. Mr. SHAW.—You don't use that at all as a guide?—No.

12470. You take other means of ascertaining the value?—Yes.

12471. CHAIRMAN.—Now, in taking other means to ascertain the value, do you employ a person of your own, an experienced person of your own?—Yes, an experienced man of my own and my agent together, they work it out separately and compare notes.

12472. Supposing the tenant urges it is beyond the fair rent?—We compromise it.

12473. You hear what he has to say?—Yes; I don't think I have raised six rents in the last seventeen years.

12474. Mr. SHAW.—But when you made that general valuation?—That was done in my uncle's time before I succeeded.

12475. So that you don't know exactly how that was carried through?—No; except that the valuator will appear to-morrow, and probably can give you the information.

12476. CHAIRMAN.—Then you think—not on your own property but the property of others—that the Land Act has rather checked improvements; what effect has it had on improvements by tenants?—I think there have been less improvements of late years than formerly, and I attribute it very much to the large price of cattle, that they went more into stock and less into tillage, made the rent easier, and were not as thrifty as they were.

12477. As they became better off they were not inclined to put the money they made into the land?—I don't think they were.

12478. Do you think that was owing to a feeling

that they were not secure in the land?—I don't think so, because many landlords would give thirty years' leases to anyone who wanted it.

12479. Mr. SHAW.—Land in grass does not employ men as much as land in tillage?—No.

12480. If they work land they must drain and improve it?—Yes. There are poor lands that unless you till them there is very little use in draining.

12481. They won't give grass continually?—No.

12482. It goes back to its natural heath?—Yes; and to rushes.

12483. CHAIRMAN.—You refer in your notes to property purchased by the Waste Lands Society?—Yes; it joins my property, and the estate consists of about six thousand acres. It was taken up by the Waste Land Company in 1838, and up to 1844 they had reclaimed about a thousand Irish acres, plantation acres, let at about £450 a year, and at that time there were about sixty tenants on it. They built slated houses, and they made roads, and they expended of their own money £2,255.

12484. Mr. SHAW.—The tenants did?—No; the Company did.

12485. CHAIRMAN.—Up to what date?—Up to 1844, previous to that the landlord had expended £1,200.

12486. Mr. SHAW.—The landlord from whom they purchased?—Yes; from whom they rented it, and the tenants about £500, in fact up to 1844, £1,200 was expended on it by these three, the landlord, the Company, and the tenants.

12487. On that 1,000 acres?—1,000 Irish acres, call it 1,800 English. The Company failed then, they expected for that outlay to make a rental of about £1,200 a year, but they failed. There was besides about 4,000 acres mountain grazing that was not reclaimed making a total of 6,000 acres, 2,000 may have been reclaimed and 4,000 was grazing. When the Company failed an Englishman took the estate, Mr. Dickson, he made no improvements, but he brought in several tenants, he raised money on his lease, I believe, and then he left the country, failed, ran away.

12488. CHAIRMAN.—He took a lease?—He bought a lease or took one from the landlord, I don't know which. Then a Scotchman got it and failed, and then Mr. John Brett, of Tubbercurry, got it. He gave it up; he brought in about a dozen tenants. In 1857, when the tenement valuation was published, and Mr. Brett had it, there were seventy-nine tenants on it. Mr. Brett gave it up, and another Scotchman tried it, and he also gave it up, and then the grazing land was taken by Mr. Robinson and Mr. Atkinson and a man named Ruane, and they held it for some years. They wanted to rise the rent on them, and they gave it up, and now two Scotchmen have got it, a man named M'Kay and a man named Beatty, and I think they are supposed not to be very flourishing, in fact they are managing it for some man who is advancing money in Scotland. The houses of the tenants that the Land Company built are out of repair and uninhabited, and the land is simply gone back to heath and grass and rushes.

12489. The O'CONOR DON.—Are the tenants tenants from year to year?—I think they are tenants from year to year now.

12490. Mr. SHAW.—There are still these fifty tenants?—Now there are fifty tenants.

12491. And they hold not by lease I suppose?—No, since 1857 there has been a reduction of twenty-nine tenants, who have left it—thrown up their lands.

12492. CHAIRMAN.—Is that cut-away-turf bog or mountain?—There is mountain at the back with some of it cut away, and some of it they tried to reclaim by gravelling, marling, and draining. They made 800 perches of road.

12493. The O'CONOR DON.—In what part of Sligo is this?—It is beyond Clonacool.

12494. Is it the estate called Glensesk?—Yes.

12495. Mr. SHAW.—Near Ballina?—The western portion of it is the boundary of Mayo.

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12496. What was the size of these farms, large or small?—Small; the Company began by reclaiming a little bit. They made 500 perches of drains, perfectly choked up now and useless. They, by their own showing, reclaimed seventy-two plantation acres in 1838. In 1843 they had 800 reclaimed, in 1844 they had 994 plantation acres reclaimed. Most, if not all of these, have gone back into heather and grass.

12497. The tenants have not been able to keep them reclaimed?—No.

12498. What has become of the tenants, have they emigrated?—I suppose they have. In 1867 there were only sixty tenants on it when the life interest of the owner was offered for sale. The Company paid a rent for it.

12499. Who was the landlord?—Mr. Taaffe.

12500. What was the rent?—They paid £600 a year rent.

12501. That was enough to smother it, they could not pay it?—They estimated for a rental of £1,284 a year. Their rental from tenants was £400, £500 for 1,000 acres of land to let, and the balance for grazing.

12502. That is 10s. an acre?—Yes.

12503. It never could have brought that rent?—Well, they laid out 5,000 perches of drains and 800 perches of road besides buildings.

12504. CHAIRMAN.—The fifty tenants, were they placed there as labourers?—No, they came in as tenants to reclaim.

12505. Mr. SHAW.—You don't know what rents they were placed under, those tenants, whether it was a small and progressive rent or whether they paid a full rent at once?—I should think a progressive rent. The rent in 1838 was only £41, the rent for 800 acres was £300 in 1843, and for 994 acres it was £448, at 10s. an acre.

12506. That would be only six years, that is a very short time to put on a heavy rent in a reclaimed mountain place?—They expended a great deal in reclaiming it.

12507. They were under a heavy rent themselves and wanted to get rent in, that was enough to stifle it as an experiment, one would think?—Eleven of the houses built by the Company are now in ruins.

12507A. The O'CONOR DON.—The statement made before the Devon Commission with regard to this is—

"The rents on new farms commenced as low as 3s. a plantation acre, varying according to the quality of the land and quantity of pasture, they rise progressively to about 10s. 9d. a plantation acre in about ten years, and so continued for the remainder of the term."

12508. Mr. SHAW.—If a man takes a fifty-acre farm at ten shillings an acre, and only has seven or eight acres workable land it is a heavy rent?—I think the Company reclaimed it first themselves in a great measure.

12508A. CHAIRMAN.—This would not be any example of what is now proposed, if possible to have large reclamations, putting in permanent tenants at a very low sum.

12509. Mr. SHAW.—Without a big head-rent?—I may perhaps mention that I join this property and that I have on the opposite side of the valley about 4,000 acres.

12510. Of similar land?—Very much the same. In some parts mine, very likely, is rather better, but in some it is not quite so good. My mountain I should say is not so good, but perhaps the lower ground is a little better. I have got 4,000 acres let.

12511. How is yours let relatively to that?—I have got 4,000 acres as I say just beside, and my rental is £414 a year.

12512. For the whole thing?—For the whole thing, and I have got forty-five tenants on my property. There has not been a change since I succeeded to it seventeen years ago, and, when I look back to the old rental, with one exception, when I think there was a middleman's lease that fell, there has not been a change for thirty years on my part.

12513. You deal directly with the tenants?—I deal directly with the tenants.

12514. CHAIRMAN.—Do you keep the main drains open?—I have done very little except building.

12515. But as to the outfalls as a general rule it is left to the tenants?—That is the difficulty. If you give them a good outfall it is not scoured, and the lowest man objects to scour his because he says the higher ones get the benefit.

12516. Mr. SHAW.—Have your tenants done much in reclamation?—Yes, they do a great deal.

12517. And they are not meddled with?—I have not increased the rent for seventeen years.

12518. You say your rental is about the same this Company paid for the whole thing?—Yes; I get £400 a year and the Company paid £600.

12519. So that in fact they had no room almost to make a profit out of it. They ought not to have charged an additional rent?—But then there was £4,000 expended on improvements.

12520. But the tenants on your property are probably doing it better and gradually?—I think so, because my men are thoroughly solvent.

12521. The O'CONOR DON.—And your estate without having this large outlay is in as good a position as where there was this large outlay on the adjoining property?—I think so, probably mine is more favourably situated on the south side of the valley, but theirs is a very nice piece of ground.

12522. CHAIRMAN.—Is your view that the best way of doing reclamation is by getting it done solely by the tenants?—It is the only way I think it can be done. I have considered this carefully, having a large tract of waste land, and I cannot see my way to doing anything myself. I have studied this Waste Land Company carefully.

12523. Mr. SHAW.—You would have no objection to sell your waste land to anyone that wished to experiment on it?—Certainly not.

12524. CHAIRMAN.—What was the date of the commencement of the reclamation on your land from which you get the £400 a year?—It was begun a great many years ago, and it is going on always, they creep in on the cut-away bog.

12525. Well then, arising out of that, I ask you whether you have considered at all the question of peasant proprietary?—Yes, I have.

12526. Have you any instances of purchases by tenants in your neighbourhood?—We have none under the Land Act or by the assistance of the Board of Works, but a good many tenant-farmers have purchased townlands.

12527. By private sale?—In the Landed Estates Court, but finding their own money; several tenants of my own have done that.

12528. Has that been done in the neighbourhood of towns or villages or outlying districts?—No, outlying districts.

12529. Have you a favourable opinion of their purchasing on their own account?—Yes, I think so; they are almost all stirring men, pushing their way, and have the capital to purchase.

12530. After purchasing they have capital to work the lands?—I don't think they hold the lands themselves, they are occupied by the tenants.

12531. Then they are in the nature of small landowners?—Yes.

12532. Mr. SHAW.—That has been increasing lately?—I think so.

12533. Is it business men that purchase these farms?—Oh, business men do it to a large extent, but I know a number of my own tenants, three or four have purchased.

12534. CHAIRMAN.—Do you think they let on reasonable terms to their own tenants, or are they strict landlords?—I don't know at all. You know the report is the smaller class of landholders let higher than the larger ones, that is the general impression.

12535. There is a question here that you have

answered as to any alteration or amendment in the existing law regulating the relations of landlord and tenant?—I have. I have mentioned there that it appears to me some change to prevent subdivision is necessary, that farms should descend to one member of the family only.

12536. Mr. SHAW.—Is not that provided for generally in the leases and agreements now?—In leases it always is.

12537. And in yearly tenancies you don't allow them to subdivide?—No, but in cases of intestacy it sometimes requires a law suit to prevent it. There being no limit of time for taking out administration has led to great injustice in many cases I know of, where the man dies insolvent, his son or daughter, as the case may be, gets married and brings money into the place, and pays up the arrears of rent and starts fresh, and then the representative comes home a year or two after, perhaps from England or America, and takes out administration, and then immediately there is a lawsuit.

12538. CHAIRMAN.—It is a very common case in which nobody administers, but they act as if the predecessor was alive, and never think of the difficulty that arises until somebody comes home and throws them into the difficulty of a lawsuit?—Yes. I think the acknowledgment by the landlord ought to be sufficient to prevent the disturbance of the tenant, and there ought to be a limited time in which they can disturb the occupiers.

12539. Do you think that can be met by an easy means of taking out administration by somebody, and that person should be for the time the tenant?—It is a legal point; but the simple remedy would be to give the landlord the power of selecting the tenant.

12540. Mr. SHAW.—It is very easy now under the new county courts?—I believe the whole thing is quite easy and simple, but they don't do it.

12541. The O'CONNOR DON.—Would not making the administration compulsory result in what you object to, that the holding would have to be divided amongst the family or sold out?—That is the difficulty, and then the landlord steps in and prevents the sale, and a land case results, anything that will stop litigation will be for the advantage of the country.

12542. CHAIRMAN.—But at present, perhaps, you have half a dozen tenants, each son and daughter that is there may be the tenant?—If that is the case there is a crisis, and it must be settled. But what happens is one man has money or he marries a wife that has money, or a daughter marries a man with money, and the whole thing is settled and goes right. The landlord does not inquire, unless somebody comes forward and claims to put the tenant out.

12543. Mr. SHAW.—But those are rare cases, they are generally arranged by the landlord?—The landlord has no power now.

12544. Except he is asked as a friend?—I think he should have the power. Before the Land Act he had, because if the administrator was not the right man, he could serve him with notice to quit, and now such notice may land you in a law suit.

12545. But, practically, I suppose it is a rare thing?—I certainly know of two cases, but it is likely to be on the increase rather than decrease.

12546. CHAIRMAN.—Your suggestion would be that one, the eldest son, for instance, should be tenant?—In case of intestacy—let a man leave it to any one of his family if he chooses to make a will—but in case of intestacy, it should go to the widow or son. The farm must go to one, or else you will have subdivision and litigation.

12547. Mr. SHAW.—You would give the landlord the power of selecting that one?—In case of intestacy I should.

12548. But you would put some charge on it for the other members of the family in case of intestacy?—I think not.

12549. CHAIRMAN.—You would leave him respon-

sible for the debt to the rest of the family, as one of them would be now if he administered?—I would not recognise any debt at all.

12550. Mr. SHAW.—A man might have laid out a great deal of money on his farm that he would otherwise have kept for his family?—Then he should make a will.

12551. CHAIRMAN.—But, at all events, you consider it a very difficult question?—Yes, and I think it requires consideration, for I think it will involve litigation and trouble. Landlords on old tenancies have got more power under the Land Act than they would have on new of recognising, or refusing to recognise an assignee. At all events I think it requires consideration, both to prevent litigation, and to prevent subdivision of farms, and to encourage people to make provision for their families by insurance. You can insure, now, I believe, in the Post Office in different ways, very cheaply. They should insure their lives and not leave a debt. The great complaint, I understand, against settlement in entail is, that it incumbers properties, that you make charges upon properties that weigh them down. The very same thing will occur under the Land Act in tenancies; when £100 will be left on a farm to be paid it will be a millstone round a man's neck.

12552. Mr. SHAW.—It must be sold out?—Then you bring in a new tenant whom you don't know.

12553. CHAIRMAN.—You think there should be some limit to the time within which a person can take out administration?—I think so.

12554. And still more the time within which he should be allowed to disturb the tenant recognised by the landlord?—Yes.

12555. Have you known any case of hardship arising from a person coming back like that?—I know of two cases. One, a man, named Gilmour, died, leaving an eldest son, and several children. He married a girl with a good deal of money, paid and portioned off most of the children, and died, leaving a widow, and his mother. The widow took out administration for her husband, and was going to put the mother out. The mother found no administration had been taken out for her husband, took out administration, and broke a lease given by the landlord to her son, and was going to turn the daughter-in-law out. The landlord stepped in, served them all with notice to quit, and reinstated the young widow. If the landlord had not interfered great injustice would have been done to that young woman and her family. That was close to Sligo. Another case happened near Tubbercurry. A man died insolvent, and his daughter married a man with a little money, and was recognised by the landlord that was on Captain Armstrong's estate. A man came from America, took out administration, and was going to turn him out. The landlord interfered, and litigation ensued. There were two or three trials before the Chairman, and eventually the man threw up his claim and went back to America, having put the tenant to a great deal of costs, and the landlord.

12556. Do you find costs are a great expense in land cases?—I have only had two cases, and I certainly think they are unfair. I can give you two instances. I brought an ejectment against a widow, whose son, a sort of lunatic, came home and cut down a valuable ash tree. I thought that unreasonable conduct, and brought an ejectment. She brought forward a land claim—about £70—and to make things simple and easy I offered her £25 to give up the place and go. Amongst other things there was £30 for her dwelling house, which she claimed. I was able to prove, by a man who was nearly 98 or 99, that the dwelling house was built by my grandfather for a man connected with the estate, and paid for by him, and that item was immediately struck out, and, I think, the woman got £30 out of £70, but I had to pay her costs and my own, about £16 or £17, to defend myself from the claim. That is one of the hardships, I think, of the Land Act. I acknowledge compensation for improvements to the fullest extent, but, I think, it was very unjust

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to put the burden of proof on the landlord, for he had no reason to keep any record or register of what he did. If this had occurred a year later my witness would have been dead, and I should have had to pay £30 for this widow's house. I think the tenant should prove what either he or his predecessor in title laid out or expended on the estate.

12557. Mr. SHAW.—That was a small holding?—That was a small holding, but our holdings in this county are very small.

12558. Are they as a general rule?—Yes.

12559. The O'CONOR DON.—Would there not be a similar difficulty in the tenants' way to prove?—Oh, they know what they did, or their predecessor did.

12560. They had no more reason to keep a register than the landlord?—I think they have more reason to know.

12561. How can they prove it, may not they know without being able to prove it?—You have got the same difficulty to meet in either case, but having taken so much from the landlord, you ought not to throw the burden of proof on him.

12562. CHAIRMAN.—That must be taken as settled?—I want to unsettle that portion of it, I think it is unfair.

12563. We have had complaints among the smaller tenants as to the very heavy costs, that defending or rather making their claim, entails upon them. Do you know anything of the costs of litigation in the County Courts?—I only know this one case of my own. The law at present tends to the making of unreasonable claims, and therefore it leads to people being obliged to go into Court that otherwise would not. If this woman had taken the £25 I offered she would have been far better off, than getting £30 from the County Court Judge.

12564. I suppose these claims are very much made out by professional men?—Yes; and it leaves the landlord no alternative but to fight it out.

12565. Mr. SHAW.—Would not arbitration on the spot be better than the County Court Judge?—In many cases I think it would.

12566. It costs less money and you would have a simple machinery?—Yes.

12567. CHAIRMAN.—Refusal of arbitration on either side being a ground for giving costs against them?—Yes. Whatever alterations are made should be with a view of discouraging litigation, the people are too fond of litigation and spend too much money on it.

12568. There is only one more question as to the Grand Jury Cess on your property and the county generally, whether that is divided now?—I in all cases offer a tenant on a new tenancy whether he wishes to deduct half or pay the whole, and in almost all cases they have chosen the old system, in only one do I pay half the county cess.

12569. Mr. SHAW.—How is it they chose to do that when they have a right to divide it with you?—They prefer the old custom.

12570. Have you made it a condition?—I would have the farm valued accordingly.

12571. The O'CONOR DON.—You would put on an increase equal to half the valuation?—I should say 1s. an acre would represent it. They prefer leaving it as it is. The Grand Jury Cess really comes out of the landlord's pocket, any sensible tenant always estimates the expenses of the taxes.

12572. Mr. SHAW.—Do you think they do estimate those taxes, their anxiety to get hold of land is so great they don't look so closely into it as that?—I think they do, I find they are pretty shrewd. One question you asked was as to charging the estate, whether they have got into debt since the Land Act? I think you will have better evidence than I can give, but it is rather curious the number of civil bills, for the three years preceding the Land Act the average was £4,000 a year.

12573. CHAIRMAN.—In the whole county?—In the whole county, that is the Stamp Office return. For the three years after the Land Act, it was 4,300, and for the last three years, ending in 1879, it was 8,400.

12574. Mr. SHAW.—That includes all civil bill decrees?—It is not decrees, but stamps were bought to that amount.

12575. CHAIRMAN.—Does that include ejectments?—No, not ejectments, simply for debts. The average of all kinds of ejectment processes not evictions for the three years, before 1867, was 257, for the three years after the Land Act, it fell to 170, and for the last three years, it was 400 ejectment processes.

12576. Mr. SHAW.—That increase would be accounted for very much by the bad times for the last three years?—To some extent it would.

12577. Both in ejectments and civil bills?—I may mention with regard to evictions, I have been obliged in the last nine years to put into the sheriffs' hands, nineteen cases, they were all returned with the exception of three.

12578. For non-payment of rent?—Only one was evicted for non-payment of rent. Another was this land case I spoke of, the widow's son, and the other was in a village to pull down a house and build a good one.

12579. And the others were for non-payment of rent?—There was only one really evicted for non-payment of rent in the last nine years.

12580. The O'CONOR DON.—All the other cases were settled?—Yes. Here (reading) is a lease, which expired, of a man named M'Loughrey and eighteen others. I have taken the whole of them as direct tenants.

12581. Have you had many ejectments within the last twelve months?—Not many.

12582. CHAIRMAN.—Did you put these eighteen under ejectments first?—I ejected the head, and put out the eighteen, and put them in as caretakers, until they signed an agreement, and now they are recognised tenants.

12583. And those are cases in which you say you diminished the rent probably?—I have not increased them, but I did not alter the rent. I had seven cases last year, but only one was evicted really out and out for non-payment of rent, and one as I say in the village, a house was unsanitary and tumbled down, and I turned the tenants out on the expiration of the lease, to rebuild the house.

12584. Were they replaced?—No, I gave them something to compensate them, there was no land case. It was just a little village, and a wretched cabin in a dirty unhealthy state in it.

12585. The O'CONOR DON.—Then you have had very few land cases I suppose?—I have had two, just in ten years.

12586. CHAIRMAN.—You have property in Mayo also?—No, my brother has.

12587. Mr. SHAW.—Have you property in Cork?—No, my brother has.

12588. The O'CONOR DON.—Have you had many cases in which you took up land from one tenant to give to another?—No, within the last five years, I have had eighteen tenants changed voluntarily.

12589. And in none of these cases did the outgoing tenant get anything like tenant-right?—They got no payment for it. The first man was Mr. Feeney, a priest at Riverstown, I arranged with the Bishop, he gave up the land, and I gave a site for a chapel and glebe land for the priest, that was a mutual arrangement. The next man was on lease, I paid him for his improvements, he is the accountant in the Board of Works, and his mother had a farm from me, she died, he wanted to give it up, and I bought the residue of the lease from him, and paid him for the house and offices and things. That was to suit him, it was his own wish. The next was a widow, and she gave up to her brother. The next was two brothers that attempted to divide their farm, and I turned them out and put them back, until I could give one of them another farm, and I have given him another farm, he went in free without paying me anything.

12590. In these cases you let the land again to other tenants?—Yes.

12591. Did you charge them anything like a fine on going into it?—Nothing like a fine. I put on an increased rent. Mr. Piries' farm, was a very valuable farm indeed, and I put on a considerable increase of rent. I paid him £300 for his interest.

12592. Is there any difference in the rent put on the farms lately let, compared with the farms that have not been lately let?—I think these are all mutual changes, owing to the falling in of leases, and there have been no changes of rent except in these few cases.

12593. If you had land in hand to let, would you get a much higher rent for it and that would not be considered extravagant compared with the rents your tenants are generally paying?—I am sure I could. If I had land to let I could let it much higher even in these bad times.

12594. Mr. SHAW.—From solvent tenants?—Yes; mine is let as a rule at the valuation, so that it would bear some increase.

12595. Where you make those changes of rental, have you any rule on the property as to the valuation?—No; it is valued separately by the surveyor and agent, they compare notes with me, and we consider the various reasons.

12596. And then you tell the tenants the new rent?—Yes.

12597. Do you find there is any dissatisfaction?—No; I have always two or three men to take it up.

12598. The O'CONNOR DON.—Would you object to anything like the Ulster system being extended to your property?—Oh, very strongly; I am afraid all interest in the property would cease, and that is what I am afraid of with regard to the proposals of the Government.

12599. Mr. SHAW.—It would not affect you in the least; you would go on just as you are?—It would depend upon what the Ulster Custom is; if it is the Ulster Custom with office rules, the Northern landlords tell me it does not do much harm; but, if it is an unlimited power to sell, it simply makes the landlord a rentcharger.

12600. But you have veto on a tenant?—That is not what the tenants want.

12601. CHAIRMAN.—For a reasonable objection?—It is very difficult to say what is a reasonable objection. If a man was known to be a poacher, would that be a reasonable objection.

12602. The O'CONNOR DON.—You would object to the system being extended to your property if you had a veto on the incoming tenant?—I should certainly; all or the great majority of the tenants came in free, and I think it is a very great hardship on the landlord that they should have the power of becoming joint proprietors with him.

12603. Mr. SHAW.—You have not raised the rents and don't intend to do so, and you would really be placed more firmly in the saddle?—I think a great many would rather like it, because, instead of nursing a man, you can say to him: "Sell your farm, and pay up your arrears."

12604. The tenants in the North, where it exists, are strongly in favour of it?—Most of them, if not all, have paid large sums of money to get into their holdings, and anything that would make their security less valuable would be very unpopular and unjust.

12605. If it was extended to you, you would have the right of raising your rents to begin with. It would be hardly fair to take you and say where your property has been let fairly for generations, it must come under this new system at the old rents. It would not injure you?—I don't think it would injure my property, but it would injure me as a landlord; it is giving a joint

ownership in the land to which the tenant is not entitled.

12606. The landlords in the North are very much in favour of it?—I have read the Digest of Evidence of the Devon Commissioners carefully, and, as far as I can find, they are against it.

12607. We have had very strong evidence from the landlords in the North in favour of it?—But what are the tenants asking for—are they satisfied with the tenant-right that exists on many estates.

12608. They would prefer unlimited; but they complain very much of constant advances of rent, a thing you don't practise, but we have found it in the North, and they complain very much of it?—As the landlord loses power over his estate, and it simply becomes a monetary transaction with him, rents would be raised. I believe the rent is much higher in counties where there is tenant-right than here.

12609. The O'CONNOR DON.—Do you think your tenants would like to have their rents increased on condition of their getting this power of sale?—I don't think they would.

12610. Mr. SHAW.—Then it would not take place?—It would not take place as long as a man was solvent, but when he became insolvent, or a man died intestate the farm would be sold. I think it must end sooner or later, in one or other going, either the landlord or tenant.

12611. It has not ended so in the north, the relationships are perfect?—If you go to Donegal, that is a tenant-right county, I don't think they are so happy there as in this county.

12612. CHAIRMAN.—Do you think in spite of the neighbourhood of a tenant-right county, the tenants in this county are satisfied to remain as they are where they get a fair landlord?—I think so, a tenant dislikes being disturbed or changed, if he was to hear he would get tenant-right, and at the same time there would be a change of rent and revaluation; I think he would say "for God's sake leave me alone."

12613. Mr. SHAW.—But practically you carry out continuous occupancy if a man pays his rent?—Yes.

12614. That is what they want?—Yes, and they have got it.

12615. But they have not got it legally, have you any objection to give it to them legally?—Certainly I should object. There is a great difference between a custom and a right enforceable by law. Unless you propose to give them something more than they have now, why not leave well alone?

12616. It does not prevent you improving your property?—It does not?

12617. Certainly not, you improve your property and get a return for everything you lay out, and you still are amongst your people, the people who pay you rent, the relationships of landlord and tenant are innumerable beside the mere money relationship?—I certainly am strongly against the introduction of tenant-right into my property.

12618. It is a choice of difficulties, we have a difficult problem all round to settle, and the object of landlord and tenant ought to be to get a settlement that will really press the least on any class?—I don't know much of the North of Ireland, but from what I do know of it, they are not content with what they have at present, Mr. Shaw. They are contented with it, if it could be protected against encroachments, and the good landlords are perfectly satisfied to have that done, the encroachments are not made on good estates like yours in the north.

12619. The O'CONNOR DON.—You would object strongly to have rents fixed by an outside tribunal—by arbitration?—I don't think it can ever be done.

12620. Mr. SHAW.—You would not have two cases probably in your life, it is only where disputes occur?

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Colonel
Edward Henry
Cooper.

—Is not tenant-right a personal property, is it not all divided at the death of the tenant.

12621. It is under the Land Act, in your case it is very much the case?—If you don't give more to the tenant than the prospect of an increase of rent, I think

he would be very much obliged to you to let him alone. They can be let alone, it would be an optional thing very much.

The witness then withdrew.

Mr. James
Mannion and
Mr. John
Mannion.

Messrs. JAMES MANNION and JOHN MANNION, tenant farmers, Tully, examined together.

Mr. JAMES MANNION, examined.

12622. CHAIRMAN.—You live at Tully?—Yes, sir, I have a division of land there.

12623. How much land?—Ten and a half acres.

12624. Who is the owner of the estate?—Miss Mossman in London.

12625. And who is her agent?—Mr. Robinson below here in Sligo.

12626. Are you the actual tenant, or is your mother the tenant?—My father sir, but he is eighty-five years of age, James Mannion is his name.

12627. And you are?—The eldest son, he is eighty-five years of age and is not able to come.

12628. Do you know anything of Catherine Mannion?—That is my aunt, her son is here.

12629. What do you pay for the farm?—£21 10s.

12630. And you don't know whether it is ten and a half Irish or English acres?—I cannot say, your honour.

12631. Well now this £1 10s., do you consider that is a fair rent to pay?—I think it is. We proffered him that rent for it, and he processed us then unless we would give him £2 1s. an acre.

12632. He tried to raise the rent?—No, sir, he did not, that was the old rent of the division of land, £21 10s., we offered £1 10s. an acre then.

12633. Mr. SHAW.—You have been always paying £21 10s.?—Yes, sir.

12634. And you offered him 30s. an acre lately?—Yes; about a week ago.

12635. Was that wanting a reduction for the bad times, it was not a permanent offer?—No, sir, for a year, we were not able to pay it longer, owing to the bad times and he would not take it.

12636. CHAIRMAN.—Does that remain unpaid?—It does.

12637. And now he has processed you?—He has.

12638. Mr. SHAW.—How much is due?—A year's rent up to September.

12639. The O'CONOR DON.—Not more than that?—No, sir, except the hanging gale they never pay that.

12640. Mr. SHAW.—A year and a half in fact?—Yes, sir, we proffered him £15 11s., a year's rent, and he would not take it.

12641. Do you all live on that piece of land?—No, sir, we have another division of land that we live on, about a mile from that.

12642. How far is Tully from Sligo?—About one mile in the Knocknarea direction.

12643. CHAIRMAN.—Well, now, was it the bad times the last two or three years that led you to refuse to pay the rent?—We were not able to stand it any longer, it had so robbed us. We cut a road through a quarry, and he sent men that quarried up the road we made, and we cannot bring any beast there without danger.

12644. Mr. SHAW.—What made him quarry the road?—He quarried for a party's house, and now there is twenty feet or thirty feet of a precipice, and it is not easy to bring a beast up there, so that we don't know what we will do.

12645. The O'CONOR DON.—Who quarried this?—Mr. Robinson.

12646. Did he give you permission to make the road?—No.

12647. The landlord did not assist you?—Not a shovelful.

12648. CHAIRMAN.—Did you ever get assistance of any kind?—No.

12649. And have you been improving this ten and a half acres?—Yes; we fenced it.

12650. The O'CONOR DON.—Are you in the same holding?—John Mannion.—Yes; we are brothers.

12651. Is it paid for as one holding?—James Mannion.—No; each one gets his own receipts.

12652. Mr. SHAW.—Are there any buildings on this piece of land?—No, sir, no one lives on it.

12653. The O'CONOR DON.—How long have you had it?—Forty-five years.

12654. How long has the rent been £21 10s.?—There was part of the time it was £1 an acre, then 30s., and then £2, and afterwards it was raised to 50s.

12655. Mr. SHAW.—When was that?—About twenty-three or twenty-four years ago. Some tenants were not able to pay, and it was brought back again.

12656. Now you cannot pay that?—We are not able to pay it any longer.

12657. If the times were good you could pay it?—We would struggle to pay it.

12658. Is it good land?—John Mannion.—No, sir, poor dry land. We have another division there where we live—it is nearly as bad.

12659. Who is the landlord of that?—James Mannion.—He is one Mr. Walker, sir, the land is in Chancery.

12660. And how much land in that?—Ten and a half acres.

12661. What rent?—We are paying £15 1s. 4d., but they have not so much land as what we have there, they have something about six and a half acres.

12662. The O'CONOR DON.—How many acres have you for the £15?—Ten and a half acres.

12663. CHAIRMAN.—Is the house where you live on this second holding?—Yes, sir.

12664. Did your family build that?—Oh, yes, sir.

12665. What sort of a house was it, a thatched house?—A thatched house.

12666. Mr. SHAW.—And offices?—Yes.

12667. You made them yourselves?—We did, every one.

12668. Have you a lease?—We have not.

12669. Was the rent ever raised?—No, we had a share of wrack that we used almost to knock the rent out of, and that was taken off us by the present man's father, but the rent was not taken off.

12670. What does he do with the wrack now?—He sells it.

12671. It formerly was a perquisite of the tenant?—Yes.

12672. Don't you get enough to manure your land?—We do, but we cannot sell any.

12673. You think the rent is too high?—We do, sir.

12674. CHAIRMAN.—Is any of this turf bog?—Not a sod of it.

12675. What do you use for firing?—We go fifteen miles for turf, up to Ballymote.

12676. Mr. SHAW.—It would be cheaper to buy coal?—In these small country houses we cannot use it.

12677. CHAIRMAN.—Is there anything else about it that you have to complain of?—The rent is higher than the valuation.

12678. The O'CONOR DON.—What is the valuation? £12 14s. in that holding.

12679. And in the other holding?—£15 11s.

12680. But you paid the rent last year?—We did.

12681. Did you get an abatement last year?—Four shillings to the pound.

12682. Was it the same abatement you wanted this year?—No, sir, it was no use to us, we could not pay it. He would give us four shillings to the pound this year, but it was no use to us, because we would as soon leave it there to him.

12683. Mr. SHAW.—Were not the crops pretty good this year?—They were not good on that land.

12684. Potatoes good?—We had them middling fair at home.

12685. Oats I suppose is your principal crop?—It is pretty fair.

12686. CHAIRMAN.—Have you anything to do to help you to live, besides the land?—Not a heat.

12687. Mr. SHAW.—Two families on this land?—Yes, sir.

12688. Both married I suppose?—No, he is not married, I am.

12689. CHAIRMAN.—Could you live pretty comfortably four years back?—The times were good, the crop was good, and we were living middling fair, but then since the crops commenced to fail and no prices at all for oats, we could not live.

12690. Mr. SHAW.—Oats was the principal crop you grew, I suppose?—It was, and we had to cart all the manure we used up against the hill, to the land along the road we made.

12691. You are not able to cart your manure up there now?—No, sir; except by a donkey, it is dangerous to drive cattle there.

12692. The O'CONOR DON.—Do you rear much stock?—Four cows we keep between the two divisions and the one horse each.

12693. Four cows each and one horse each?—Yes.

12694. Mr. SHAW.—You work together?—No; every family work themselves.

12695. Plough together?—Yes, plough together.

The witnesses then withdrew.

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Mr. James Mannion and Mr. John Mannion.

Mr. OWEN HART, examined.

Mr. Owen Hart.

12696. CHAIRMAN.—Do you live at Tubbernavene?—Yes.

12697. Mr. SHAW.—Where is that now?—Two miles out from town.

12698. Where is it?—Half way between this and Ramsborough, Knocknarea.

12699. CHAIRMAN.—Are you on Mr. Francis Latouche's property?—Yes.

12700. And how many acres do you hold?—Ten and a half acres; it is my father that holds it.

12701. Mr. SHAW.—And he cannot come?—He is too old to come.

12702. CHAIRMAN.—What rent do you pay for the ten and a half acres?—£24.

12703. Mr. SHAW.—Are they Irish acres?—I think they are.

12704. CHAIRMAN.—What is it that you think is unreasonable?—I think it is unreasonable to be paying so much over the valuation, your honour; the £24 rent is above the Ordinance valuation.

12705. Mr. SHAW.—What is the valuation?—£14.

12706. Is it worth the money, that is the question?—It is not, your honour.

12706A. Because the valuation you know is a very doubtful value?—A man cannot live on it. The other tenants have their land under the valuation, because this was taken by proposals about eighteen years, and it is kept up since to that.

12707. There was competition for it I suppose?—There was. My father had been turned out and he had no other place to go to, and had to go there.

12708. CHAIRMAN.—He had lost a farm somewhere else?—Yes.

12709. And he must go in somewhere, and he then agreed to give a higher rent than the neighbouring tenants?—Yes, and Mr. Kelly was the agent, and he told me that it would be reduced after a little, it was never pulled down a penny since.

12710. Have there been applications made to reduce in compliance with that agreement?—There had, but not this couple of years.

12711. The O'CONOR DON.—Who is the agent now?—He is his own agent now.

12712. Mr. SHAW.—And the tenants beside you have their land at lower than the valuation?—They have under the valuation.

12713. Have you any other land but this?—No.

12714. No other way of living but this?—No.

12715. Are you married?—No, sir; we go about to the fairs.

12716. You job and buy cattle, and make your

money that way?—Yes, sir; we had no way of living to get married.

12717. Is most of it in grass?—It is tilled, part of it, about two and a half acres.

12718. You have a house on it?—Yes.

12719. Was there a house there when you went there?—We repaired and put up part of it, we built offices ourselves.

12720. Did the landlord give you any help?—Not one bit.

12721. And he refused to reduce the rent?—That is all.

12722. Is the land wet land or dry land generally?—Dry land.

12723. Is it near the holdings of the other people we had a few minutes ago?—It is not, about two miles distant.

12724. But it is dry cold land?—It is not cold land—nice, light sandy land.

12725. CHAIRMAN.—Stony land?—It is stony and sandy both.

12726. Mr. SHAW.—What is it worth an acre?—If we got it at the valuation we would not complain. The valuation was made a long time ago, and the men who made the valuation did not know much about it, but you know when you have to work the holding.

12727. What price would you put on it yourselves?—About £1 8s. an acre, the same as the neighbouring tenants.

12728. The O'CONOR DON.—Have you let any of it?—Not one bit.

12729. CHAIRMAN.—Are you near the sea?—No, sir.

12730. Not near enough to get the sea-wrack?—About two miles from it.

12731. Mr. SHAW.—You would like to have it re-valued?—Yes, sir.

12732. And then you would improve on it and make it better?—Yes, and it is better than when we got it.

12733. You keep cattle on it?—We do, sir.

12734. The O'CONOR DON.—What is that you have got there?—The receipts.

12735. CHAIRMAN.—That is, the receipts for the rent and poor rate?—Yes, sir.

12736. Did you get any abatement?—We got on one half-year's rent 3s. to the pound, and he did not give it then the next.

12737. The O'CONOR DON.—Did you pay last year?—Yes, sir.

12738. Have you paid your rent this year?—No, not yet; this is the time we pay.

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Mr. John
Young

Mr. JOHN YOUNG, Attyduff, Ballyscannell, examined.

12739. CHAIRMAN.—What part of the country is Ballyscannell?—It is below Carney.

12740. On whose property are you holding?—I live upon Sir Henry Gore Booth's property.

12741. Who is agent?—Himself.

12742. The O'CONOR DON.—How many acres do you hold?—I hold, under Sir Henry, about thirty-eight acres.

12743. CHAIRMAN.—And do you hold any other land?—I do, sir; I hold about fourteen acres under Mr. Jones, and allow me to say, sir, that there is not a better landlord in Ireland than Sir Henry; we have no complaint whatever to make of Sir Henry, he is a splendid landlord.

12744. Then, what you want to tell us does not relate to Sir Henry's property?—No, sir. There is not a tenant on Sir Henry's property that can complain.

12745. Mr. SHAW.—It is on Mr. Jones' property?—Yes; Mr. Jones, of Mountedward.

12746. CHAIRMAN.—Who is the agent?—His brother.

12747. What is the brother's name?—R. E. Folliet Jones. (He was agent to Mr. Darley for about twenty years, and owns all about it); and, allow me to say again, Sir Henry is a credit to the county as a landlord.

12748. What do you pay for these fourteen acres?—£18 4s.

12749. Does that include an arrear?—No, I never was in arrear, and there is my Poor Law valuation.

12750. The Poor Law valuation is £12 5s.?—And it is high, and the house is valued along with it.

12751. Mr. SHAW.—You don't live on that land?—No, sir.

12752. CHAIRMAN.—This is land of Mr. Jones' only, no house?—There is a house, it is included in that.

12753. What sort of land is it?—Cut away bog; I reclaimed it myself, drained it and fenced.

12754. Mr. SHAW.—Got no help from him?—Never a shilling.

12755. You have had it a long time?—I have been tenant for forty years.

12756. CHAIRMAN.—During that time have you reclaimed the whole of it from bog?—I reclaimed about four acres, and then I drained all the rest, and fenced it, and topdressed it.

12757. The O'CONOR DON.—How long has the rent been £18 4s. 8d.?—About the year 1850, it was previous to that the same rent. They reduced it to £15 because I gave it up. The landlord, the late Major Jones, said, "We will not let you go, we will reduce it for you," so they reduced it to £15, and then two year after, when Frank Barbour came in as agent, he raised it.

12758. Mr. SHAW.—He is not agent now?—No, he is turned out.

12759. CHAIRMAN.—Do you think this land would be dear at its present rent even in its present state?—I do assure you it is dear at £10. I offered to give it up to him, and he would not take it. I went to the landlord this time twelve months, and said, "will you be pleased to send a man or two men of your own choice to see the land if it is worth the money." "I will not" said he. "Will you be pleased" said I "to come down and look at the land yourself." "I won't" said he. "Well, Mr. Jones, I am not able to pay the rent, will you take it from me." "I won't" said he, and he sent me that process (produced).

12760. Mr. SHAW.—Has he much land there?—About 1,250 acres.

12761. CHAIRMAN.—Do you say this rent is out of proportion to what the others are paying?—I don't say it is.

12762. Mr. SHAW.—You think it is all rented high? I think it is rented one-third too high. Will you allow me to state the condition of all the tenantry. They are all paying beyond what they can live on, and they have to live on shell fish partly.

12763. Does it go down to the sea?—The whole

estate is down in a strip on the side of the sea, the people almost live totally on shell fish, and they have to give almost every shilling they make. He would not give us an ass load of wrack without paying for it.

12764. He charges for the wrack?—He does.

12765. Sir Henry does not charge for the wrack?—Oh no, sir, he does not.

12766. CHAIRMAN.—You offered not only that there should be an inquiry into the rent, but that he should name the person?—I said "be pleased to send any judge of your own choice, or two or three." "No, I won't." "Would you be pleased to come yourself." "No, I won't" said he.

12767. Mr. SHAW.—You would be satisfied with any fair man's valuation?—I would.

12768. CHAIRMAN.—Do you think the tenants generally would be disposed to take the same view of it?—They would. I will just tell you how it is. He values the land high first; supposing now a man pays £10 for his land, he then says, "I will lay on 50s. for the wrack on the sea shore, that is £12 10s., while the land is not at present worth 10s. They used to make a large quantity of kelp, and it helped to pay the rent, but there is no buying for kelp now, so the poor man is done. If the poor man has to sell his cow to pay his rent, and his out house is waste, and he puts in perhaps a shoemaker, as a tradesman, into the house, and that tradesman would give him £1 a year for the rent, actually Mr. Jones comes down and says, "you must give me that."

12769. Mr. SHAW.—He does not compel him to turn the man out?—No, he must get the rent. He also would take an acre from one man, half-an-acre from another man, a rood, perhaps, from another man, and so on, and give it to his next neighbour, and he charges it to the man he gives it to, and still won't reduce the rent on the man he takes it from.

12770. CHAIRMAN.—That has been done?—I can swear it. He gives and takes land between townlands and farms, and two have to pay for one piece of land.

12771. When did Mr. Jones become possessed of this property?—It was in 1876.

12772. Mr. SHAW.—His father died then, I suppose?—Yes.

12773. But it is in the family for a long time?—Oh, yes.

12774. CHAIRMAN.—Were these rules of the estate going on in those days, or only of late?—I believe it is going on fifty or sixty years.

12775. Mr. SHAW.—Who was the agent before that?—Mr. Patterson. He used to be squeezing the people out. He would go round from house to house to see in what state they would have a firkin of butter, to get a hold of it.

12776. CHAIRMAN.—And those tenants, generally, have they remained on for the sake of sticking to the place?—They could not go anywhere else, could not find any other place.

12777. Mr. SHAW.—There is no fishing there at all?—No sir.

12778. It is too rough a coast?—Yes.

12779. Kelp was a large business?—It was a large business. It was my grandfather took this farm, and kelp was then 10s. 6d. a cwt., and he took that farm for the purpose of getting seaweed to make the kelp, because we could then make a good half year's rent on it. That is gone, and we cannot make the rent out of the land, the seaweed is not worth lifting.

12780. Not worth lifting for kelp?—Except from 1st of March to the 1st of June, for manure, and bad manure it makes.

12781. The O'CONOR DON.—Does the £18 4s. 8d. include kelp rent?—It does include all.

12782. Mr. SHAW.—Your own landlord, you are thoroughly satisfied with?—He is a splendid gentleman. My own Ordnance valuation with Sir Henry is £29 10s., and my rent, £24, and he gave me an abatement afterwards, which I did not expect.

12783. CHAIRMAN.—Then it is only by means of having that holding that you are able to live on at all?—Only for the holding I have from Sir Henry, it would not support me one month. In the last five years, I did not make a half year's rent under Mr. Jones. I put eight yearlings on eight acres, a good acre ought to feed nearly three, and I pledge myself the eight acres did not feed the eight year-olds. I offered to Mr. Jones to take it off my hands, and give me some compensation for my outlay. "No," said he, "I won't give you a halfpenny." You may say that was a bad landlord to process me for the running half-year's rent [producing process], and there is the attorney's receipt. There is another thing I

want to mention, we are charged half-a-crown for a ticket for turf. He gave me a ticket for a cwt. of turf, last June twelvemonths; last June I went to him for a cwt. of turf, he charged me 13s., and gave me a ticket only for forty barrels, and that is the rule on the estate.

12784. Mr. SHAW.—You don't get turf with your farm?—He charges 3d. a barrel, for every load of turf.

12785. They are small holdings?—Yes; and he gives thirty or forty barrels of turf, that would not half do a tenant, and then he charges 3d. a barrel for all after that.

The witness then retired.

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Mr. John Young

Mr. JOHN GILROY examined.

12786. Mr. SHAW.—What part of the country do you come from?—Drumcliffe.

12787. CHAIRMAN.—Mr. Jones' estate?—It is sir, but I don't live on it now.

12788. The O'CONOR DON.—You have given up the holding you had on it?—His agent dispossessed me.

12789. When were you dispossessed?—It is a long time ago sir, about five years after the first famine.

12790. CHAIRMAN.—Nearly thirty years ago?—Yes.

12791. Did you go into another farm afterwards?—No sir. I have been as a caretaker ever since.

12792. Who are you caretaker for?—Mr. Wallace.

12793. What do you complain of, about Mr. Jones?—I have no complaint against Mr. Jones, but his driver formerly, he dispossessed me, and would not allow me for my improvements or work, and took my hay and sold it. When I went to get an acknowledgement of the hay, the agent said he knew nothing about it.

12794. Was this thirty years ago?—Yes sir.

12795. Do you know anything that has been going on for the last ten years?—No sir.

12796. Are you a tenant anywhere?—No sir, except occasionally for Mr. Wallace.

12797. Mr. SHAW.—How much land did you hold from him?—Three and a half acres.

12798. And how much rent did you pay?—£1 an acre. He brought a sheriff and dispossessed five of us, and gave it to his sister's son, the agent, Frank Barbour.

12799. How much rent did you pay?—If he gave us an acknowledgement for the hay and our work, he was overpaid to the best of my opinion. He set us to work during a whole winter and spring.

12800. On his own land?—On the estate, along the roadside, to make a fence.

12801. CHAIRMAN.—There is not the same agent now?—No, he was made quit the agency. The value of my work was seventy-five days, and we thought that we should get 2s. 6d. a day, and we did not get a halfpenny.

The witness then withdrew.

Mr. John Gilroy.

Mr. MICHAEL HART examined.

12802. The O'CONOR DON.—What place do you live?—Shancough, near Geevagh.

12803. Mr. SHAW.—That is near the town?—No, it is fourteen or sixteen miles away.

12804. CHAIRMAN.—I think you hold three farms, do you?—Yes, your honour.

12805. And who are the landlords?—Mr. Conboy, Mr. Powel, and I had a number of landlords within the last ten or twelve years, it has been changing hands.

12806. Who is the third?—Mr. Howley is the third now.

12807. Do they look after their own property, or have they agents?—They are owners in full I should think.

12808. Do they employ agents?—No, Howley has an agent on the lands, he is living at Monkstown, but he does not come near us.

12809. Mr. SHAW.—What is the agent's name?—Tom Tionan.

12810. He lives on the land?—Yes, and collects the rent.

12811. CHAIRMAN.—Do you hold eight or nine acres under Mr. Conboy?—I do, your honour, something about eight or nine acres of arable land with some cut away bog.

12812. And what is the rent of that?—£20 even, sir.

12813. Mr. SHAW.—They are Irish acres I suppose?—I don't know when there was a survey taken of it, I don't well know how many acres.

12814. And the valuation is how much?—£11 5s.

12815. Was that always the rent, £20, since you got it?—It was since I got it from him.

12816. CHAIRMAN.—Since you got it, have you

drained and fenced the bog part?—Yes, sir. I repeatedly opened drains in the bog, he opened them himself, but they have closed in and I have had to reopen them since.

12817. Do you consider this £20 rent is too high for the farm?—It is, sir.

12818. Considering what you have done yourself?—Far too high.

12819. Do you think it would be worth it, including your own improvements?—It would not be worth it all.

12820. Mr. SHAW.—Even as it stands at present with all you have done?—Yes; I have given it a great deal of assistance and left it without tilling it at all.

12821. It is a long way from town, from a market?—It is sixteen or seventeen English miles, or more.

12822. You have to bring your corn in here?—Yes.

12823. CHAIRMAN.—The farm under Mr. Powel, how many acres is that?—Something about thirty-three acres, there is a trifle of waste.

12824. What do you pay for that?—In one place I pay £29 capital for one division under Mr. Powel, the valuation is £21 5s. I built a house on it and the revisor was sent and added thirty shillings to my valuation, it was only £19 15s. before.

12825. Then Mr. Howley's farm?—I have that under Mr. Powel also; £8 15s. is the Government valuation of it.

12826. And what do you pay for that?—£18 14s., I have the receipt of it.

12827. These are both under Mr. Powel?—Yes.

12828. The O'CONOR DON.—What Mr. Powel is

Mr. Michael Hart.

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Mr. Michael
Hart.

this?—Of Tinneccarra. Last year he abated, and was pretty fair. Still we pay too much.

12829. Mr. SHAW.—Did you build a house on any of this land?—I built a house on that land where the reviser put 30s. and made other improvements.

12830. Mr. SHAW.—You have no lease?—No lease.

12831. But the rents have not here raised for a long time?—They have not been raised for a long time.

12832. CHAIRMAN.—How did you find the rents in the better times—five years ago?—I found them always oppressive, too high at any time, and the men that were there before me had to leave it. It is always oppressive to pay such a rent on it.

12833. Have you ever applied for a new valuation to the landlord?—I always complained of it.

12834. The O'CONOR DON.—How long have you had this land from Mr. Powel?—I am living on it thirty years. Mr. Powel has only lately come on it; he has left it as he got it. It is not Mr. Powel we have to complain of, but the man we had before him. Mr. Thompson, you might hear tell of him.

12835. Did Mr. Powel purchase the property?—His father-in-law did, and made it over to him in a marriage portion, I believe, and when the father-in-law was about purchasing it and came to see his lands previous to the purchase, we told him the lands were high, and we would expect an abatement from the coming purchaser. He told us that if he was the purchaser, he would certainly abate, and that the lands

were high; and when the lands were purchased he came into my house and collected the tenants, and it is what he said then that he had become the purchaser, and purchased it high, and even as high as he purchased it he could get a good bid that would pay him still for his trouble before he left the court-house, and if we would not pay him the standing rent he would take the bid. He was not a bad man if he gave the land at the valuation, but he was as great a bully as the rest, and gave the land too high.

12836. How long have you had that holding of Mr. Howley's?—I had it under the Thompsons long before he became the owner.

12837. It is a portion of the same estate?—It was, sir, and that was what supplies it and left me so many landlords. They made several divisions when selling the land.

12838. Did Mr. Howley raise the rent?—No; he left it the same.

12839. None of the landlords have raised the rents since they purchased?—Mr. Conboy raised after the purchase. He added £30 a year over and above the rental he purchased by.

12840. Did he raise your rent in particular?—He did, sir; I have the rent here. This will tell the truth. M'Loughlin and I were in company, and the rental then was £41, and now £29 Mr. M'Loughlin pays, and I £20. There is another cottier who pays £1 on our division, which makes it £50.

Mr. Patrick
M'Donough.

Mr. PATRICK M'DONOUGH examined.

12841. CHAIRMAN.—Your holding is eighteen or twenty acres?—When surveyed formerly, under Colonel Percival, it was only eighteen and a half, some forty years ago.

12842. Mr. SHAW.—What rent now?—£12 4s. 8d.

12843. Before it was how much?—£27 10s.

12844. CHAIRMAN.—And the Government valuation, you say, is now £24?—£24; I have the poor rate receipt to show you.

12845. When was it sold by Percival?—He sold it to an Englishman.

12846. How long has Mr. Conboy it?—Twelve or fourteen years.

12847. Mr. SHAW.—It was the Percival property originally?—It was.

12848. CHAIRMAN.—Did your grandfather and father and yourself do all the work upon it in the way of improvements?—No, sir; the landlord done nothing on my holding.

12849. Then you and your father and grandfather have done it all?—We did.

12850. Whatever there is in the way of buildings, and so on?—Yes, sir.

12851. Thatched buildings?—Yes, sir.

12852. Mr. SHAW.—Comfortable houses, I suppose, and offices?—Yes, sir.

12853. Did you reclaim much of the land?—Well, I did reclaim some of the land.

12854. He never helped you?—No, only a few barrels of lime I got from Mr. Conboy at one time; I think I got nearly thirty barrels of lime.

12855. CHAIRMAN.—How long is that ago?—Five or six years ago.

12856. Was that after doing some reclamation?—It was for reclaiming.

12857. Mr. SHAW.—You had been draining it yourself?—I had.

12858. And it was boggy land?—Yes, sir.

12859. You think the rent too high now?—I think far too high.

12860. It is a long way to a market?—The same distance as Hart—it is the one townland.

12861. You find it difficult to make a living out of it?—I do.

12862. CHAIRMAN.—Is Thomas Melanny a neighbour of yours?—He is.

12863. What is his rent?—£36 8s. I had his receipt last night, and here it is. [Produced.]

12864. And, then, you say his valuation is £20 15s.?—£20 5s.

12865. In his case were the houses built by his predecessors?—They were, sir.

12866. And reclaimed and drained by them?—Yes, sir.

12867. Has there been much done in the way of improvement since you remember it?—I think about an acre or so.

12868. It has been done gradually through a great number of years?—It has, especially since Mr. Conboy came in.

12869. Mr. SHAW.—They believe in him as a good landlord, do they?—He could not be a bad one to them, for they paid him the rent honestly as long as they were able, until they were unable.

12870. But that is owing to the bad times and the high rents?—It is, sir.

12871. Have you good crops this year?—The worst potato crop in the world.

12872. What seed did you use?—Rocks and Skerries.

12873. CHAIRMAN.—Are you near the sea?—No, sir.

12874. Near mountains?—Convenient to the Geevah Mountains—I suppose within a mile of them.

12875. Is the land wet?—There is a part of it wet. There is a river running along, and a great deal of marshy land. This land we dug the bad potatoes on is dry land.

12876. Have you been growing the same seed there for several years?—Yes, sir.

12877. Mr. SHAW.—You did not try the Champions?—We got none of them. We could get none of them from the Guardians because we were over the valuation.

12878. And you were not able to buy?—No, sir.

12879. CHAIRMAN.—Then are you obliged to be digging the potatoes and feeding the pigs with them?—Oh, of course. We are using them ourselves as well as the pigs, and they are not fit for food.

12880. At all events they will not keep?—Yes, sir. They are small, and never worse since 1846.

12881. Mr. SHAW.—Do you usually have good potatoes there?—Hart.—No, sir; they are usually bad. There were not four years since 1846 that they were good for eating.

12882. Do you use lime much up there?—M'Donough.—No, sir.

12883. Would it not be a good thing for the land?—It is not thought much of.

12884. CHAIRMAN.—How far would you have to draw the lime?—There are limekilns not far distant.

12885. And what would you pay for the barrel?—One shilling. I use a trifle of lime sometimes, in odd years thirty or forty barrels, but it was not on potatoes, on oat crops.

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Mr. Patrick M'Donough.

Mr. MICHAEL M'LAUGHLIN examined.

Mr. Michael M'Laughlin.

12886. CHAIRMAN.—Are you under Mr. Conboy?—I am under him, comradng with these two men.

12887. What do you pay?—I pay £29, and £13 15s. is my valuation.

12888. You have no houses upon that holding?—Nothing but a herd's house.

12889. Then where do you hold land besides, where do you live?—I live near Kilronan, I hold land from Lady Louisa Tenison, or the deceased Colonel Tenison.

12890. And this holding from Mr. Conboy is?—Fourteen and a half acres. There is some little useless waste that I lose by cattle going in, and I drained some of that, and secured it from cattle being lost.

12891. Mr. SHAW.—Was the rent raised on you?—It was raised on me.

12892. When?—At the time Mr. Conboy came in.

12893. He put on something additional?—Yes.

12894. How much?—Hart.—It was £9; we were in "co." at the time.

12895. Do you think the rent is too high?—

M'Laughlin—I am certain of it; it is more than I am able to pay.

12896. Do you till it?—I do, very little.

12897. You run cattle on it?—I do. I was short at the last rent something—a few shillings—I was not able to meet it, and he gave me 5s. in the pound, and then I was short a few shillings after, and he mentioned it on the back of the receipt, and now he has us processed for a half-year's rent.

Hart.—He has processed for a year's; there is three half-years' rent due and never paid.

12898. CHAIRMAN.—That is half a year owing and the back half-year?—Yes.

12899. Mr. SHAW.—I suppose you have pretty good oats up there?—Middling good; there was some strange seed that did pretty well. There is no return from the oat crop yet.

M'Laughlin.—I hope, gentlemen, you will give us fair play, and that is all we want.

The witnesses then withdrew

Mr. PATRICK CONLON examined.

Mr. Patrick Conlon.

12900. CHAIRMAN.—Now, you hand in this paper?—I do your honour.

CHAIRMAN reads:—

"We, the undersigned tenants of the late Captain Thompson, Knockador, county Sligo, occupying the lands of Coolamoonan, Ballinphil, Rinnatruffane (East), and

Garoke; also, the tenants of Edward Howley, Esq., residing at Monkstown, near the city of Dublin, said tenants, occupying the lands of Rinnatruffane (West), and Ballinphil, sends before the honourable Commissioners, appointed by the Government, their grievances, hoping the Government will grant them an abatement to afford them to keep their lands, said lands being raised in rents in the year 1859."

		Annual Value.	Yearly Rent.
	A. R. P.	£ s. d.	£ s. d.
John Conlon, ...	52 2 0	49 0 0	107 0 0
Pat Conlon, ...	28 3 0	35 15 0	57 11 2
William Harte, ...	20 0 0—Half barren.	10 15 0	17 7 9
Thomas M'Donogh, ...	21 0 0—8 of which are barren.	15 15 0	25 0 0
James Conlon, ...	13 0 0	13 0 0	24 0 0
Michael Higgins, ...	16 0 0	14 5 0	21 15 0
Dominick Early, ...	10 0 0	6 10 0	14 0 0
Pat Tonra, ...	10 0 0—One-half barren.	5 0 0	10 0 0
Tom Davey, ...	10 0 0	5 0 0	12 10 0
James Laydon, ...	8 2 0	7 5 0	11 14 0
Pat Early, ...	14 0 0—Half barren.	7 5 0	14 14 0
John Hartt, ...	15 1 0—	13 5 0	18 13 0
Peter Hartt, ...	16 0 0—	8 0 0	11 19 1
Bernard Hartt, ...	14 0 0—	13 5 0	16 13 4
James Nangle, ...	7 3 27—	4 0 0	6 12 10
Thomas Hartt, ...	9 2 0—	6 10 0	10 10 0
Thomas Tunan, ...	17 0 0—	9 15 0	18 10 8
Owen Flynn, ...	9 2 0	7 15 0	13 9 6
Michael Convy, ...	12 0 0—Half barren.	6 5 0	13 5 4

12901. CHAIRMAN.—Do you know all those persons who sign?—I represent them, and I will tell you how. We heard that the Commissioners would not hear every man's story; that one, a delegate, would do for a number. We all assembled, and I saw their receipts, the annual value, and the rent, and I took it down. I must only say, I am from the same part as the three men that went out. Landlords of our neighbourhood are a great deal to blame for the disturbances; it is a poor country, and we have no landlords.

12902. Mr. SHAW.—No one residing there?—No landlords residing there; all foreign, except The

O'Connor Don's brother, the present member for the county. I am in the parish of Geevah, and we have not a landlord in the whole vicinity but Mr. O'Connor.

12903. They are all small men?—Yes; all land grabbers—mortgagees who bought up these little patches of property at a high rent, and now strive to get the discount of their money, in some form, on the poor tenants.

12904. CHAIRMAN.—Is that by raising the rents of late years?—Don't you see, when you are heavily burdened you cannot pay rents.

12905. Who are the landlords under whom these

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Mr. Patrick
Conlon,

tenants hold?—All these tenants live under the late Captain Thompson and Edward Howley.

12906. Can you say when their rents were fixed?—That was all a barren or a waste, and then the poor tenants got it at one-third of what they are paying now, and as soon as they got these lands reclaimed and fit for use, a value was put on them, and they must pay that or else walk.

12907. When was that done?—Sometime after 1846.

12908. Have those same rents continued ever since?—Oh yes, your honour, the rack-rents, and they always paid them without a word of dispute, until the times turned in a way that we cannot now pay.

12909. Mr. SHAW.—You live on this estate yourself?—I do your honour.

12910. How much land do you hold?—Twenty-eight acres. I am paying £57 11s. 2d.

12911. CHAIRMAN.—Can you give the acreages of the other?—John Conlon, he is paying £107 a year, and his annual value is only £49.

12912. Do you know how many acres he holds?—He holds twenty-seven in one farm and about twenty in the other, two different qualities of land.

12913. Mr. SHAW.—Is it poor land generally?—Cold poor land.

12914. The O'CONOR DON.—And who is his landlord?—Thompson.

12915. Mr. SHAW.—It is a long way from a market?—We have no market but in this town.

12916. CHAIRMAN.—You hold how many acres?—Twenty-eight acres.

12917. Mr. SHAW.—Do you consider the rents excessive?—The rents must be altered or lowered, or we cannot pay rent. The system of collecting these rents is, they bring in the poor tenant three months before the rent becomes due, into the bank, and you must pass your bill then and there and as soon as the rent becomes due you must meet the bank.

12918. CHAIRMAN.—Then they put it on the bank to recover the money?—Yes.

12919. Mr. SHAW.—And there is no escaping it?—No.

12920. The O'CONOR DON.—Is not that very often at the request of the tenant?—Yes, if you are not able to pay.

12921. CHAIRMAN.—Who is the landlord?—The late Colonel Thompson, now the minor, at present it is in the Courts.

12922. Mr. SHAW.—Who is the receiver?—Mr. Lynch, a Roscommon man I think.

12923. CHAIRMAN.—And who is the other landlord?—Edward Howley.

12924. And is there an agent there?—There is one Tincler.

The witness then withdrew.

Mr. John
M'Manus and
Mr. Charles
P. M'Kenzie.

Mr. JOHN M'MANUS, Barony Constable, Coolaney, and CHARLES P. M'KENZIE, examined

Mr. JOHN M'MANUS examined.

12925. CHAIRMAN.—You farm land in this county?—I do sir.

12926. Under what landlord?—Mr. O'Hara and The MacDermott.

12927. How many acres do you farm altogether?—I think about 300 under both.

12928. How much under Mr. O'Hara?—About 240.

12929. And the rest under The MacDermott?—Yes, this includes all description of land.

12930. Mr. SHAW.—Mountain and arable?—Yes.

12931. You live on Mr. O'Hara's I suppose?—I do.

12932. What is the rent of it?—The rent of the entire is £126.

12933. Have you a lease?—I have a lease of only one of the farms, which I hold for Mr. O'Hara.

12934. CHAIRMAN.—Of Mr. O'Hara's farm?—Yes.

12935. And the other you hold as tenant from year to year?—Under lease from The MacDermott.

12936. And what is the rent of the other farm?—The rent of The MacDermott's farm is £46 a year.

12937. Mr. SHAW.—How many acres?—Sixty, of that there is about twenty-five acres of good land, and the rest is reclaimable.

12938. Are those Irish or English acres?—English acres.

12939. CHAIRMAN.—Do you come to speak here of your own case, or as to the cases generally through the country of the rents?—Oh, I know the country well.

12940. Have you any reason to speak of your own rent as being high?—I think my own is fair enough.

12941. Mr. SHAW.—Has the rent being raised on you within your own time on either of those farms?—Very little.

12942. But it has been raised?—Very little, indeed.

12943. How long ago?—About sixteen or eighteen years ago.

12944. Was that the falling in of a lease?—It was.

12945. On Mr. O'Hara's?—Yes, I will tell you how it was raised, it was raised to bring in the tithe-rent-charge only.

12946. Which you were subject to before as a leaseholder?—Yes.

12947. Have you improved it much?—Oh, yes.

12948. And you have no lease?—I have my own life.

12949. And if he wished he could put on a high rent?—No.

12950. You have only the character of the man, and the custom of the estate to rely on?—Yes, I built a house on portion of it, it cost me about £600, I knew I would be safe enough without a lease.

12951. CHAIRMAN.—Did the landlord contribute towards improvements of that sort?—Not as far as I was concerned.

12952. Mr. SHAW.—But does he generally on his estate?—Yes. Gives timber and slates. There are some places where he gives them the means of building, and charges them interest on the money.

12953. The O'CONOR DON.—Don't you live in the little town of Coolaney?—I do.

12954. It was in that village you built the house?—Yes.

12955. It was not on the farm?—There is land attached to it.

12956. Mr. SHAW.—Did you build that without a lease?—There is a lease, and I am one of the lives.

12957. CHAIRMAN.—You have an opportunity of seeing a good deal of what is going on among the smaller tenantry?—I have as barony constable for the last twenty-six years.

12958. We hear general complaints as to the rents being very high?—They are on some estates. There is a property just adjoining Mr. O'Hara's and The MacDermott's, which belonged to the late Captain Thompson, and that is set very high, so much so, that the tenantry are not able to pay any rent.

12959. Mr. SHAW.—And that is your opinion as a judge of land?—Yes.

12960. CHAIRMAN.—Do you find that is on the larger estates or the small estates?—The small estates.

12961. Mr. SHAW.—Do you know Geevah?—Yes; a little.

12962. That is the same class of property?—Yes, I was receiving rents there for the late William Thompson. The land is very bad.

12963. No tenantry can pay rent out of that and live?—As far as I know the property, it is sold since, and I believe the purchaser is not making much of it.

12964. CHAIRMAN.—You have said you don't consider them good tenants, but it is impossible they can

be good under the circumstances?—I did not say they were not good tenants, but their rents were so high let, they could not be good.

12965. Mr. SHAW.—But under the circumstances it is very hard for a man to be industrious where the rent is so oppressive?—Yes.

12966. His whole life goes trying to make the rent?—Yes; they live by going into debt.

12967. Is that system of billing, going into the banks, common?—Not in my neighbourhood, they are so situated that they cannot get bills. This Knockdoo place, the owner is dead, Captain Thompson, there is a receiver on it. I know they have not been able to pay, they might struggle to pay something. There were two poor fellows had bills in the bank and they sold their cattle to pay them.

12968. CHAIRMAN.—Do you apply your observation as to their inability to get on to the last few years especially, or even in better times?—The last few years especially.

12969. Did it apply to some extent before that?—They paid their rents punctually before.

12970. Were they able to make a fair and reasonable living out of that?—I don't think they were. If they paid their rents they had not sufficient to stock their land.

12971. Mr. SHAW.—But the rent was too high for poor land away from a market town?—Oh, there is a town near it, Sligo and Tobercurry; too high indeed.

12972. Eighteen miles?—Oh, it is fair enough.

12973. CHAIRMAN.—The tenants all refer to the tenement valuation, do you think that that is a highly valued part of the country?—I know cases where the tenement valuation is high enough.

12974. You think it would be high enough at the tenement valuation?—I am sure it would. I know the valuation of all these lands as I go along.

12975. The O'CONOR DOX.—Is that in your barony?—It is, sir.

12976. I did not think Geevah was?—Oh, no, I am not alluding to that, except the portions I received rent on.

12977. CHAIRMAN.—You speak generally of the country you pass through and know most of?—Yes, to be sure; I know some as good land in Geevagh as can be found anywhere. There is another property near Coolaney, Cabra, that Mr. Williams is the owner of.

12978. Mr. SHAW.—Is that highly rented?—Yes.

12979. People, poor?—The rent is too high, and it is a mountain farm, but he is giving them employment for the last year or more, and they are getting 9s. a week, he is giving 4s. out of every pound they pay.

12980. But if they were dependant on the land they would not be well off?—No; it would be almost a shame to charge them so high a rent.

12981. CHAIRMAN.—Do you think that they would be satisfied if some independent person was to value and say what would be a fair value?—I am sure they would.

12982. Mr. SHAW.—As between landlord and tenant?—Yes.

12983. It would be a better plan for the landlord in the long run?—Decidedly better. There is another property joins that called Cappagh, it belonged to John Patrick Somers.

12984. Who does it belong to now?—Mr. Dolan.

It was purchased in the Landed Estates Court by the uncle of the present owners, and the rents was raised very considerably, so much so that they are very badly able to pay anything.

12985. How long is that ago?—Fifteen or sixteen years, and they are very miserable. There is no employment for them. The Dolans themselves are very poor, although they have the property, they are as poor as they can be.

12986. Would it be any advantage to that class of tenants if made peasant proprietors?—Indeed it would not.

12987. If they had to pay the half-yearly instalments on that poor land?—The Dolans are as poor as the tenants.

12988. But if they had it at a fair and reasonable rent?—If they had it as they had it before the Dolans got it, every man was fairly well off.

12989. And they are industrious people?—They are industrious people. On the Williams' property, before he got it, the tenants had a right of turbary, and a right of mountain for the cattle, and they paid nothing for it, and when he got it he took it from them.

12990. What did he do with the mountain?—He took it from them also.

12991. And let it to somebody else?—Oh, no, it was too bad.

12992. Did he raise the rents?—No; he left them as they were.

12993. But the rents were too high?—Yes.

12994. CHAIRMAN.—Do you know whether, through the country generally, there is a practice with or without the landlord's consent to sell their holdings by the tenants?—No; they cannot sell without the landlord's consent, but I never saw the landlord refuse to consent if the man who purchased was of good character.

12995. Mr. SHAW.—And the tenant was broken down; they would be glad to get rid of him?—I have not seen that.

12996. On good estates they are allowed to charge?—They are allowed to charge if they wish to sell their holdings, subject to approval.

12997. On Mr. Cooper's?—I don't know. There is only a very small portion of his property in our district. Lands called Carha, and they are all improved and the lands drained. The rent does not press on them.

12998. CHAIRMAN.—They are employed by him, do you mean?—Yes.

12999. Mr. SHAW.—And the rents are not excessive?—No.

13000. Labourers, how are they off in your country?—The labourers at present are employed on the public works. The wages are very fair.

13001. What are they?—Nine shillings a week.

13002. And they get a free house?—I am speaking now of the neighbourhood generally.

13003. I mean fixed labourers on farms?—We have very few of them; we employ boys and men whenever we require him.

13004. CHAIRMAN.—In these relief works are they paid by piece-work?—By the day; in some cases by piece-work. As far as Williams' place is concerned they are all paid by the day.

Oct. 14, 1890.

Mr. John
M^r Manus and
Mr. Charles
P. M^r Kenzie.

Oct. 14, 1880.

Mr. John
M'Manus and
Mr. Charles
P. MacKenzie.

Mr. CHARLES P. MACKENZIE, Coolaney, examined.

13005. CHAIRMAN.—You are acting as sub-agent ?
—On Mr. O'Hara's property in this county.
13006. That is over 22,000 acres ?—Yes.
13007. Who is the head agent ?—Mr. F. F. Hamilton.
13008. Mr. SHAW.—Does he live there ?—No.
13009. Where ?—In the county Meath, at Enfield.
13010. I see you have given some answers as to the sale and disposition of holdings out of Ulster, on Mr. O'Hara's property, which is just mentioned, they are allowed subject to the landlord's approval ?—Yes.
13011. Have you, since you have been there, known of many cases arising from the sale of holdings ?—Yes, in a few instances, of people emigrating, and such as that, they sell their holdings before going.
13012. Do they get a large price ?—From six to eight years' purchase.
13013. Is there a price fixed by the landlord ?—No, they are allowed to get as much as they can.
13014. CHAIRMAN.—And he only requires it should be a person of good character ?—Yes.
13015. A solvent man ?—Yes.
13016. Mr. SHAW.—He has a preference for the tenants on the property ?—Yes; they always get a preference.
13017. CHAIRMAN.—In any of these cases have you found the change has been an advantage to the holding ?—I cannot say it makes much difference, it is generally the same class get it.
13018. Mr. SHAW.—Your rents are paid under any circumstances ?—Yes.
13019. Are they large farms ?—No, generally small.
13020. What size generally ?—From ten to twenty acres.
13021. Are they able to make a living on these farms ?—They are; but not a good living.
13022. Without any other means of living ?—They have no other means of living unless they get employment from the landlord.
13023. Good land ?—Mixed.
13024. Do they improve it much ?—Very little, except reclamations by the tenants of cut-away bog.
13025. The general twenty acre men have not been improving much ?—Not to any great extent.
13026. CHAIRMAN.—How many years have you been there ?—Six years.
13027. I see you say here that there have been no evictions on this estate since the passing of the Land Act of 1870, nor for many years previous to that day ?—No sir, there have been no evictions for the last twenty years.
13028. You have heard what Mr. M'Manus has said about the tenantry through the country, do you agree in his view as to the rent being high, generally, on these small properties ?—I know very little about these small properties, I will only answer for Mr. O'Hara's estate.
13029. Mr. SHAW.—The rents are moderate on Mr. O'Hara's estate ?—I consider they are.
13030. People able to live ?—Yes; he gives a good deal of employment on his estate to the tenants.
13031. Does he give anything to help improvements ?—He does in many ways.

13032. Do you promote improvements ?—Yes, drainage and fencing.
13033. Draining, he gets money for from the Board of Works ?—No, except this year when he got money from the Board of Works, part of which went to draining.
13034. Charges interest to the tenantry ?—No, nothing.
13035. CHAIRMAN.—Do you know of any difficulty of getting money from the Board of Works ?—No, sir.
13036. Or much delay ?—No, sir.
13037. Was that money at a low rate ?—Yes; he got it in two instalments, £500 up to the present.
13038. Has he many tenants employed ?—Generally forty or fifty for the last six months—sometimes more and sometimes less.
13039. Generally on their own holding—Some and others of them make roads into the turbaries and pasture.
13040. Mr. SHAW.—Are you from the North ?—Well, I am.
13041. You have tenant-right on that property just as good as in the North ?—Yes; fixity of tenure, fair rents, and free sale.
13042. You never dispossess ?—No.
13043. And you help them and let them make the best of their holdings ?—Yes.
13044. CHAIRMAN.—Is that what is called "usages corresponding in essential particulars with tenant-right" ?—It is.
13045. The O'CONOR DON.—Has Mr. O'Hara spent much money on improvements for his tenants ?—A great deal; he keeps a staff of men always improving.
13046. You could not give us the figures as to the amount spent ?—Generally about £500 or £600 every year.
13047. Mr. SHAW.—Mr. O'Hara lives there ?—Always, sir, except for a few weeks in the year.
13048. And there is no discontent on the property ?—None, there is no complaint whatever; there are a few small properties Mr. M'Manus mentioned, there are complaints there.
13049. CHAIRMAN.—Do you find an inclination among the tenants to ask that rents should correspond with the Government valuation ?—No; Mr. O'Hara gave them a reduction of 15 per cent. on the three last half-years, and in a great many cases the rent is not above the Government valuation on Mr. O'Hara's property.
13050. Mr. SHAW.—Have you any large grass farms ?—We have.
13051. Mixed, I suppose ?—Yes.
13052. But farmed on the English system, I suppose, high farming ?—No; their farming needs much improvement.
13053. But they are all natives of the country, I suppose, not Scotch or English ?—None, their forefathers have been on the estate for generations.
13054. Are the houses good generally on the estate ?—Yes; Mr. O'Hara helps them with slates and timber free, or advances the money
[The witness then withdrew.]

George
Errington,
esq., M.P.

GEORGE ERRINGTON, esq., M.P., examined.

13055. Mr. SHAW.—You are member for the county Longford ?—I am.
13056. And you have been giving some attention to the state of the Land Question in that county ?—Yes.
13057. You know Longford well ?—Yes, I have property there.
13058. Are there any cases in particular you wish to call our attention to ?—Yes, there are two estates. The first is Doory Hall, the owners are a family of the name of Jessop, it is a large estate of £4,000 a year, the agent is Mr. Cusack, a Dublin attorney, he

has been agent for a great many years, and sole manager. I may say, the management and circumstances of this estate have been of a very mysterious kind, and they raise points that are very hard to account for. But this is certain that the management has been very oppressive, and it has resulted in the very deepest dissatisfaction among the tenants, and has caused great uneasiness in the country among the landlords, as well as farmer class. I can speak of that from my own knowledge.
13059. CHAIRMAN.—Is this in the county Longford ?—Yes.

13060. Mr. SHAW.—Are the owners living in Ireland?—The two supposed representatives, the two Miss Jessops, live at Doory Hall. The result of this management has been to produce various outrages. In 1866, a bailiff named Freyne, was killed. In 1876, Mr. Cusack was shot at and wounded in Dublin; he has been since, and is still protected by the police, two of whom accompany him in Longford. Now, as for the details of the management: he has evicted a great number of tenants, and their land now lies waste. Well, of course, it is neither let nor cultivated, and drovers passing the road, turn their cattle into it.

13061. Has it been offered for letting?—Not as far as I can tell. I don't contend, of course, you can compel a landlord to let or cultivate his land, but I say there, in the country, the feeling is intense, and the excitement intense, at tenants being turned out of their farms, and the farms then left idle and not let.

13062. CHAIRMAN.—Were they turned out for non-payment?—No.

13063. The O'CONOR DON.—How long ago were they turned out?—I have details of several cases, at various times. John Derwin's was a hard case in the townland of Brickerns; he was served with notice at the death of his father, the tenant, some five or six years ago, but held on for several years, tendering the rent; no rent was taken; the land now lies waste, and Derwin lives on the land as a trespasser, and tries to cultivate a portion of it. There are many other names I can mention. The second point that has caused great dissatisfaction is that, chiefly at the expiration of leases, and in other cases also, Mr. Cusack is in the habit of refusing to accept the rent though tendered.

13064. Mr. SHAW.—Leaves them there?—They tender the rent duly, and he refuses to take the rent, and some have been tenants more than ten years not paying rent. I will give one case of this. I have visited all these cases myself. But this one I can quote all the particulars of. Gregory Yorke is a poor law guardian in the parish of Killashee, acreage, thirty-three acres, original rent, £46; it was raised to £60 in his father's lifetime. His father died in 1874, since that time Yorke has continued upon the farm, tendered his rent duly, but has not been absolutely evicted. He has an exceedingly good farm, and is a most respectable man, only desirous to have some sort of recognition. The land was in the father's time very inferior, almost waste, a sort of furze and waste land. It is now a very good farm, exceedingly well cultivated, and I am sure quite worth the rent which is put on, but the rent has not been taken though the man is most willing to pay it.

13065. Then there is the case of John Cline?—In this case a similar circumstance occurred. The rent has not been taken for ten years; they are a large family, most respectable, and they offer the half year's rent regularly. I don't, of course, contend that you can force a landlord to take his rent, but it does create a very great deal of ill-feeling that the tenant should be left in this position, and I know, in the opinion of the clergy and the people of the neighbourhood, that it is considered almost worse than to be positively evicted, it is worse for the country, because this continues for years and the sore remains, while if they are evicted once, there would be an end of it. This is not the case with every farm, or anything like it on the estate, but a considerable number of farms are this way, and the result is an amount of uneasiness and ill-feeling, which is very great indeed.

13066. The O'CONOR DON.—If they go on holding a little longer, won't they become owners in fee?—Not if they tendered the rent; that would bar it.

13067. Mr. SHAW.—I suppose there was some offence given in the first instance, that prevented them going on harmoniously?—I began by saying the thing was inexplicable, but the facts are undoubted. I would just say that in this case there is no question of non-payment of rent, nor of objecting to the increase of rent. The direct cause of the shooting at Mr. Cusack, in 1875 appears from the reports of trial to have been, not those

special points, but that he had enforced penal rents in a very harsh way. A man was tried for the shooting, and was acquitted, but Judge Keogh used extremely strong language. It was pleaded that there was no agrarian cause for the outrage. However, Judge Keogh's language, which I quoted in the House of Commons, was of the strongest, for he said he had never heard a case in which there was more apparent motive for outrage, and therefore the jury should not for a moment suppose there was no agrarian reason for it. The Crown gave evidence that there were penal rents of a very harsh kind, and Judge Keogh used this strong language, he had never known penal rents enforced with such severity. Another case I wish to call attention to is Lord Annaly's estates in Longford. They were kindly and fairly managed until the death of the late Lord, when a new agent was appointed.

13068. What is the name of the new agent?—Mr. O'Connor. By a general rise of rent and other exactions he has caused a strong feeling against him, and has now to be protected by police. It began by calling in the hanging gale, and insisting immediately after upon the payment of the rent due, the consequence of which was that two half years was paid within six months, and three half years some time within about eight or nine.

13069. CHAIRMAN.—Was that called in by the same agent?—Mr. O'Connor, yes. The rents were then generally raised. In some cases the increase was not excessive, but there were certainly cases to my own knowledge, in which a very stiff rent followed by a moderate increase became very nearly a rack-rent, and that added to the previous severity has caused very great suffering and very great dissatisfaction.

13069A. Can you say when the half year was called in, how soon after the death?—I think within two years after the death. I am informed that in some cases the tenants submitted willingly to the increase of rent, though they thought it severe, on the promise of the agent of improvements, buildings, and drainings, and so forth, which were never done. I can give instances of individual tenants, but I should rather not; some evictions have taken place.

13070. You might say the number that the thing occurred in without giving the names?—The points which I have raised occurred all over the estate, though there were some special cases, of which I can give illustrations. Would you now allow me to state in two or three words the changes which I think this state of things requires. It occurs to me the only remedy is to give security to the tenant, and that, I think, after careful consideration, can only be done by some system which would establish fair rents, together with a right of sale, commonly called the Ulster custom, and this would constitute a practical fixity of tenure. My plan for carrying it out is as follows:—I would institute in Dublin a supreme land court with local branches. The business of that court would be threefold, first to keep and publish authoritative records for various parts of the country, of the prices of the various kinds of produce, according to which, after the first valuation, the periodical re-adjustments should be made. Secondly, upon an application, either by landlord or tenant, the court would have to decide once for all the present letting value of a farm, taking into consideration all the circumstances of the holding. That value would be recorded as the rent of the holding, and, I lay great stress on this, it would become the ground work for all future arrangements with regard to that farm.

13071. Mr. SHAW.—And for taxation purposes, I suppose?—Yes; but on that point I am anxious to say one word. I think the system of Government valuation differing, and differing unequally, from the letting value of land, has been the cause of the very greatest inconvenience and dissatisfaction, and, I should be most anxious to see some scheme by which the rental and the valuation should be assimilated. The objection is that you would impose extra taxation. I don't think that would matter for local taxation, and in the case

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of imperial taxation there would be no difficulty in making some allowance.

13072. Take off a per-centage, twenty-five per cent., as they do in excess taxes?—Yes. According to my scheme the rent and the valuation would merge in every case in which landlord or tenant submitted their holding to this system.

13073. Would you not make it general all over the country?—I would not for this reason: there would be some difficulty practically in ascertaining the actual rent, it would lead possibly by collusion to false returns being made. Periodically, every ten or twenty years, I should propose the landlord or tenant to be at liberty to claim if they pleased a re-adjustment of rent, to be decided according to the average of prices for the previous period. The tenant should be at liberty to sell his interest, subject to a reasonable veto on the purchaser by the landlord; every such transaction should be ratified and recorded by the court; the arrears of rent and all dilapidations should be paid out of the purchase money. I should not be inclined to limit, as is often suggested in that case, the price each tenant's interest might be sold for, because the effect of that would be to discourage any improvements. And I may just observe, as an answer to the objection which is often made to the Ulster custom, that a sudden extension of it and concession of the right all over Ireland to tenants who have never regularly acquired it, would appear to be somewhat unjust; but I don't think it so when you consider that in reality the great majority of tenants virtually do possess it.

13074. As a matter of fact?—Yes; whether by intimidation or whether by the kindness of landlords, or by the pressure of public opinion, they have a claim of that sort, and, therefore, I think it much better to recognise it, and make it manageable, as it would be by sale, than by ignoring it to leave it dependent, as it is now really, upon this indefinite sort of pressure, or worse, on intimidation. I merely wish to say the only novelty I think in this scale is the adjustment. All rent according to the record of prices would roughly but fairly represent the increment or decrease which was due to the landlord from the change of times; while the increase or decrease in the purchase-money, which arises from the increased or diminished quantity of produce, would fairly represent the result which ought to come, or would be due from the tenants' exertions. I think this system would keep the two shares perfectly separate, and would be to the advantage of both; and that is the difficulty, which is a very important one, I think, to meet. Subletting according to this would, I think, become impossible. Subdivision unrecognised would lose much of its advantages, and I don't think there would be need of covenants, because the Court would, according to my scheme, have full power to assess damages for dilapidations. It is not to be supposed that in the majority of cases tenants would depreciate what they had paid for, and were going to sell. A similar scheme was proposed to Mr. Shaw-Lefevre's Committee, and it was recommended by the Committee. It was dissimilar in the suggestion of perpetuity leases for fixed rents; in that case it was proposed that a money payment of four or five years' purchase should be paid by the tenant to the landlord, which money was in part to be advanced by the Government; the difference is that in that case the rent was to be fixed for ever, while in this case it would fluctuate or vary according to the change of times; and, secondly, according to the improvements made by the tenant. The third duty of the supreme Land Court would be to assist the tenants to purchase their farms. I would enable them to purchase estates and resell them, without loss to the State, to the tenants. There was one point I would like to refer to, which I think is remarkable with reference to this portion of the country—a remarkable feature with regard to the present agitation in this portion of the country.

13075. The O'CONOR DON.—What portion?—Mayo, Sligo, Roscommon, and other parts of Connaught. It began and progressed most rapidly in this district. A somewhat similar thing occurred in the great famine of 1847 and 1848, as will be seen from the returns of the money given for the relief of distress; and again in 1869, according to the statistics published, there was an excess of agrarian crime in these very districts, which determined the Government to pass the repressive measures, the coercive measures of that year. Naturally I look for the cause of that, and it appears to be due to the fact that there are between thirty thousand and forty thousand small tenants, who are also labourers—migratory labourers.

13076. CHAIRMAN.—Who go to England to look for work?—Yes. No land reform would ever meet their case; they would still be liable on pressure of times to be distressed; and, therefore, the question becomes directly one of Poor Law, and to consider whether the Poor Law is not too strict. The question arises whether it is right that forty thousand men should spend half their lives working in other countries, and in case of distress be thrown upon the one poor district in which they do not work.

13077. The O'CONOR DON.—How can that ever be met? I will tell you. The reason of this is two-fold—the Poor Law in Ireland is more severe than in England, and circumstances render it more severely enforced.

13078. Mr. SHAW.—But you would not throw it on the Irish Poor Law entirely, would you?—No. The differences which I would propose to alter are three-fold, and I think they meet this case. The first is that in England they have union rating, while with us there is rating by electoral divisions. This makes the practice of the law more severe, for the elected Guardian of the district has almost entirely the management of relief for his own district, and it is his interest to keep down relief, which makes the exercise of the law more severe.

13079. The O'CONOR DON.—Would not a more liberal Poor Law have the effect you deprecate. It would enable these people to live here at the expense of the rates, and enable them to work in England all the year round, except when supported by the rates here?—If it stood alone it would, but the second point, in which I propose to assimilate the law in England and Ireland, is with regard to outdoor relief, and this particular point meets what The O'Conor Don has stated, by distributing the charge according to the area of relief. I would suggest a common poor relief fund for migratory labourers which would extend over England and Scotland, and which would represent the advantages which those districts obtain from the labour of those persons. One other word—it is a most pressing recommendation—upon this point. The Local Government Board in Ireland have at present, by an amendment of the Relief of Distress Act, extended the power of giving outdoor relief for two months after the termination of this year—that is to say, until the meeting of Parliament. It appears to me most important that that power should be extended immediately on the meeting of Parliament, pending any other changes which may be made in the law.

13080. I just wish to ask one word with regard to Longford generally, you say you have inquired into the relations of landlord and tenant in the county Longford?—Yes.

13081. Do you find them generally very satisfactory with the exception of those cases you have alluded to?—Very fairly satisfactory.

13082. And are those the worst cases you could find out?—Certainly, they are the worst cases I know.

The witness then withdrew.

Mr. CHRISTOPHER L'ESTRANGE examined.

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13083. CHAIRMAN.—You are agent to Colonel Cooper?—Yes.

13084. The Percival estate and some others?—Yes.

13085. What is the acreage of the properties over which you are agent?—I could not give that. There are some of them very scattered, and in different unions and different counties.

13086. However, the acreage is very large altogether?—Very large.

13087. Are these properties in Mayo and Sligo generally?—Yes; generally in Mayo and Sligo.

13088. You mention that the rents are not paid in Mayo this year?—Very badly indeed; particularly in the neighbourhood of Swineford.

13089. Is there any special reason for that in that part of the country—is it worse off than other parts?—They are badly off, but there are a good many who could pay only they are afraid.

13090. Mr. SHAW.—The land is very poor there?—Yes; it is.

13091. CHAIRMAN.—There is no tenant-right?—No; there is not.

13092. Is there any usage corresponding to the Ulster custom of tenant-right?—No. Any tenant who wanted to leave, or through poverty was reduced, would ask leave to give his farm up to another, and he generally paid him. That was the nearest thing to tenant-right.

13093. The O'CONNOR DON.—On whose estates does that custom exist?—On most of the estates I manage. I acknowledge that, so far as the estates of Captain Armstrong, Mr. Orme, Mr. Rashley—an English gentleman—and several others are concerned.

13094. CHAIRMAN.—That is not the case on Colonel Cooper's estate?—He has occasionally allowed it. When I bring a case before him he allows it.

13095. Mr. SHAW.—Each case comes up on its own merits?—Yes.

13096. There is no fixed rule?—No. Each case is dealt with on its merits.

13097. CHAIRMAN.—You think that the custom of allowing the sale of holdings is decreasing?—I think it is rather decreasing.

13098. That is, I suppose, not from want of inclination on the part of the tenant, but from the landlords wishing to deal with the cases themselves by way of compensation?—Well, really I may say that in my office I never knew a man being refused permission to sell, provided he brings in a tenant who is solvent and to whom there is no objection. I have never known a case of a man being refused to appoint a man in his place.

13099. Mr. SHAW.—You don't inquire into what they get?—No; but where I see a reason for the change I always facilitate it.

13100. CHAIRMAN.—Do you think the system exists to such an extent that it might be called a usage in a corresponding sense to the Ulster tenant-right?—It is an optional usage, if I may say so.

13101. That is, it requires the permission of the landlord?—Yes. That has always been the case on the properties that I manage. Generally I allow it, but in Colonel Cooper's estate I cannot allow it without bringing it before him, and I generally obtain his sanction.

13102. On such changes of tenancy is it usual to make any change in the rent?—No; not generally.

13103. In the case of middlemen that you mentioned, are there not generally changes of rent?—Yes; when the purchase is made by middlemen; the middlemen are a lower class of men, if I may say so, and they do put an increased rent on.

13104. Have there been many cases of eviction on the different properties which you manage?—Not many.

13105. Have there been any since the Land Act?—No, I have frequently been obliged to bring eject-

ments to get the rent, but I have very seldom indeed been obliged to carry them out.

13106. There has been a settlement before the matter came into court?—Yes; they bring in a certain sum of money and we generally settle it. As a rule, I very seldom had to bring in the sheriff to take possession.

13107. During this last year have you had many cases of ejectment for non-payment of rent?—No; I have not executed any.

13108. But was it necessary to bring ejectments to get the rent?—I have not done it to any large extent this year; in fact I have never done it to a large extent, but this year I refrained from it particularly.

13109. Mr. SHAW.—Has there been an abatement generally given?—Yes; I have given as much as six shillings in the pound on that poor property in Mayo, and four shillings in other places, and three shillings on other property in Sligo.

13110. On all the properties in Sligo?—Yes; it has varied from three shillings to six—six in Mayo.

13111. CHAIRMAN.—Were the crops very bad these last few years?—Yes.

13112. So that the tenant who in other years was fairly well able to pay was really unable to meet his engagements?—In many cases, Yes.

13113. Are there many who hold under lease?—Not many.

13114. They are mostly all old leases?—Only old leases.

13115. And now dying out?—Yes.

13116. Was there an offer of a lease generally made by the landlord after the passing of the Land Act?—There was, but the leases were generally declined.

13117. What was the ground of refusal?—They thought the Land Act would give them as good interest in their land as most leases.

13118. Was there generally a contract barring the Land Act, in the leases that were offered?—In very few cases.

13119. There was a sort of common form put into many leases barring the operation of the Land Act, and it was supposed in some cases that that led the tenants to decline the lease?—There is a form called Gerald's lease. I have seen it, and I have almost always known it to be declined. I have known perhaps as many as a dozen cases where they did take it, but it is very seldom offered to them.

13120. Just previous to the proceedings which led to the passing of the Land Act there had been rather a desire on the part of the large farmers to get leases?—Yes; there was.

13121. Then do you think there was disappointment afterwards in the mind of the tenants as to the security they got from the Land Act?—No, I do not; I think they were satisfied.

13122. And are still satisfied?—I think so.

13123. What is the cause of the general dissatisfaction now—is it the rate of rent?—I believe that is the thing put forward, but I cannot say that on the properties I manage the rents are too high. On Captain Armstrong's property the rent has not been changed for the last thirty years, and on Mr. Orme's about the same time. When I first began to manage these lands, about thirty years ago, they were in what was called rundale, and I divided the lands.

13124. Mr. SHAW.—That is in Mayo?—Not very much. The valuation was put on by a valuator—a fair man—a man who was considered a fair man—and in some cases it was a rise, but not very much of a rise; I might also add that since then a great deal of bog has been reclaimed by tenants, and I have never increased the rent for that.

13125. They do reclaim land—they are constantly reclaiming?—Yes; if there is any arable land running down to a bog they generally work into the bog.

13126. CHAIRMAN.—You say generally the rent is

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one-fifth or one-sixth over the tenement valuation?—Yes, about that.

13127. Does that include buildings?—Yes, it would include buildings—everything.

13128. Have the buildings generally through this county been erected by the landlords, or assistance given to the building by the landlords?—The landlords have assisted so far as slates, timber, windows, and doors—occasionally in that way: but small thatched cabins the tenants have generally built themselves.

13129. Has that assistance been continued up to the present time?—I don't think the landlords have assisted so much since the Land Bill, for the claims the tenants may bring against them may rather tie their hands.

13130. They are afraid their improvements may be made to tell against themselves afterwards?—Exactly.

13131. Mr. SHAW.—They have power to prevent that by registering their improvements?—Yes, I have done that; but if I was dead my successor might not know anything about that.

13132. The books would be there showing the improvements?—Oh, yes, they would.

13133. CHAIRMAN.—Is that one-fifth or one-sixth over the tenement valuation a fair guide, as a general rule, to the rent in this country?—I think as far as the tenement valuation is a guide it is fair, but at the same time I think very often there is a low valuation on good land, and rather a high valuation on bad land.

13134. Mr. SHAW.—The good land is under-valued?—Yes.

13135. And the bad land is high enough valued?—Yes, generally. I also manage the Percival property; it is a large property.

13136. The O'CONOR DON.—There has been no increase in the rent on Colonel Cooper's property?—No; when I say no, I mean it is to a very trifling extent.

13137. Mr. SHAW.—There was a revaluation about twenty years ago; were you the agent then?—No, I was not.

13138. CHAIRMAN.—As to the reclamation of waste land, do you think there is any waste land in parts of the country with which you are acquainted that could be reclaimed on a large scale?—I think the best reclamation would be by draining some of the large rivers, and thus enable the landlords to deepen the rivulets and small streams into these.

13139. So as to make a main outfall?—Yes.

13140. Colonel Cooper has mentioned that he thought the best reclamation was by tenants of holdings, by their own labour and the labour of their families, gradually increasing the amount of their land by working into waste land?—I think it would be utterly useless to take a deep bog and try to reclaim it at once; for, until the turf is cut away, it would return to its old nature again. I think it would be very up-hill work to begin to reclaim bog in that way.

13141. You say that, during your memory, a great deal of land has been reclaimed by the tenants?—Yes.

13142. And you always encouraged them by leaving them free from rent for twenty or twenty-five years?—I have always acted on that principle; for I think if a man has reclaimed a wild bog, he should have a very long enjoyment of it. I have always acted on that principle.

13143. And then, at the end of twenty or twenty-five years, what happened?—I think it would be fair to have a valuation of it made then.

13144. And put it to the full valuation?—No; I think it would be unjust to put it to the highest valuation.

13145. You would leave a man fair remuneration for his own labour, while giving the landlord what is fair for the land?—Exactly. I think to keep the landlords' title to it, it would be necessary at the end of twenty years to have a revaluation made.

13146. Mr. SHAW.—But you would not rent it up to its full value?—No, I would not.

13147. CHAIRMAN.—You would put on a fair rent, looking to the man's improvements?—Yes.

13148. The fair rent is really what we find is the whole point of the question—the ascertainment of what is a fair rent?—In putting on what I call a fair rent on bog, I would not put anything like the value of it. I think from 5s. to 6s., to keep up the landlord's title, would be sufficient.

13149. But I mean upon any land—would you think the tenant, or someone on his behalf, should have a voice in the settlement of the rent?—I think certainly he should, and he always has.

13150. But something beyond the power of refusing to pay the rent and going out?—I don't think that is the alternative.

13151. But, with many tenants, the only choice is to pay the rent fixed by the landlord or go out of the holding?—I think it is a very fair principle to act on—that the tenant should have a voice in settling the rent.

13152. Do you think the case might be met by arbitration?—I think it might, but I think it is very difficult to find two arbitrators. I suppose, however, it could be done.

13153. If they failed to agree there could be power to call in a third?—Yes.

13154. There should be provision made in case of their not agreeing—some ultimate resort to some one appointed by a Board or a Commission, or even the County Court Judge?—I think, on large farms, it might be worth doing that, but, on small farms, it would be rather a cumbrous thing.

13155. The fact of its being cumbrous might generally lead to a settlement of the case without resorting to that tribunal?—Yes.

13156. Mr. SHAW.—There would not be many cases arise in which they would appeal to the ultimate resort?—No; I think on good estates it would hardly be brought to that.

13157. It is only in extreme cases they would resort to such a remedy, and it would be an advantage to all parties to have such a tribunal in these cases of necessity?—I think it would.

13158. The O'CONOR DON.—The property near Swineford belongs to Mr. Orme?—Yes.

13159. You say the rents have not been paid last year?—I got little or nothing.

13160. Although you offered 6s. in the pound reduction?—I offered 4s. in the pound in that part of the country.

13161. And, in the county Sligo, were the rents paid?—I gave 6s. reduction, near Bulladeny, in Mayo.

13162. Did they pay there?—Not many took advantage of it.

13163. In Sligo were the rents paid?—Much better in Sligo than anywhere else.

13164. Are the improvements generally made by the landlord or tenant on the estates with which you are connected?—On the properties I manage, works, such as main drainage—all heavy works—are done by the landlord; but the tenants do the small works.

13165. Has there been much outlay by the landlords in the way of improvements?—On some of the estates there has been a good deal.

13166. The buildings you say the tenants generally erected, except that the landlord gives timber and slates where the houses are of a better description?—Yes, and where the tenants will use slates instead of thatch.

13167. The ordinary tenants' houses are very poor and miserable?—A great many of them are thatched cabins.

13168. What would be about the average value of these tenants' houses?—The poor law valuation I could scarcely tell, for they don't put any value on these thatched cabins in any of the poor law valuations unless they are of the better description and really good, but thatched houses they do not value at all.

13169. Mr. SHAW.—They are small holdings gene-

rally?—In Mayo they are as a rule, but, at the same time, I have some up to £100 a year.

13170. In Sligo they are larger?—Yes, they are better farms.

13171. I suppose the really bad times for the last three years account very much for the non-payment of the rents?—I attribute it a great deal more to the agitation. I think if they were left alone they would have paid. This year they could pay fairly.

13172. They have got demoralized?—I don't think that is so much the cause as following bad advice.

13173. The three years have been bad, and the last year the worst of the three?—I admit they were bad years.

13174. The potatoes were a failure almost entirely?—Yes.

Oct. 14, 1880.

Mr. Chrstr.
L'Estrange.

PATRICK BOYLE, SENR., MICHAEL NICHOLSON, JAMES SMITH, PETER BOYLE, JOHN CLANCY, JAMES CLANCY, THOMAS MEEHAN, PATRICK BOYLE, JUNR., tenants on the estate of Sir Henry Gore Booth, at Dunfore, examined.

13175. CHAIRMAN.—This document (produced) is a list of names of tenants on Sir Henry Gore Booth's estate at Dunfore, with the rent, valuation, acreage, &c., of each?

Patrick Boyle.—Yes; we gave our names and all

particulars. That document is correct. (Hands in following list of tenants of Sir Henry Gore Booth, whose rents were settled twenty-two years ago, and to whom a reduction of twenty-five per cent. was allowed last year, viz.):—

Messrs.
Patrick Boyle
senr., Michael
Nicholson,
James Smith,
Peter Boyle,
John Clancy,
James Clancy,
Thomas
Meehan, and
Patrick Boyle,
junr.

—	Rent.	Valuation.	Acreage.
	£ s. d.	£ s. d.	A. R. P.
Pat Boyle, senior, . . .	10 16 10	8 0 0	7 1 31
James Smith, . . .	7 11 4	6 0 0	4 3 0
Michael Nicholson, . . .	16 19 4	11 15 0—£1 5s. additional for house.	9 3 0
John Glancy, . . .	15 15 6	11 15 0	9 0 0
Owen Brady, . . .	15 0 0	10 0 0	8 0 0
Pat Nicholson, . . .	11 12 0	7 0 0	6 1 0
Pat Boyle, junior, . . .	9 11 8	6 2 0	5 0 20
James Boyle, . . .	20 5 8	14 5 0	10 0 0
John McGowan, . . .	10 0 0	7 10 0	5 1 0
Widow Kelly, . . .	15 2 10	9 10 0	8 0 20
John Boyle, . . .	9 0 0	7 10 0	4 3 7
Michael Glancy, . . .	12 7 8	7 0 0	7 0 0
Luke Nicholson, . . .	24 16 10	17 5 0	13 1 0
Peter Boyle, . . .	20 15 6	15 5 0	12 1 20
Ann Nicholson, . . .	16 0 0	11 5 0	9 0 0
Widow Corritt, . . .	5 1 4	3 10 0	2 2 0
Michael Doherty, . . .	2 8 4	1 15 0	1 2 0
Martin Loughlan, . . .	7 3 6	5 15 0	3 3 0
Thomas Meehan, . . .	2 9 0	2 0 0	1 0 0
Pat Brady, . . .	5 12 1	3 5 0	3 0 0
Francis Kelly, . . .	14 17 2	8 10 0	7 1 0
James Gilfether, . . .	16 17 6	12 1 0	10 0 0
Michael Toher, . . .	16 8 0	10 15 0	9 1 0
Bridget McGowan, . . .	5 5 0	4 10 0	4 2 0
Cormick Hargidan, . . .	11 15 6	7 5 0	6 2 0
James Brady, . . .	7 17 6	3 5 0	5 1 0
Michael Gillan, . . .	6 2 0	5 0 0	3 0 0
James Waters, . . .	7 0 0	5 5 0	4 0 0

13176. We have had some persons here who say Sir Henry is an excellent landlord?—So he is. We can say the very same.

13177. You think your rent is too high?—We do, but this part of the estate have been held by a petty landlord hitherto. It was held by Mr. Charles Gore Jones, and it is generally the petty landlords who put on high rents; but when Sir Henry came into possession we asked for a reduction, and he only gave us the same reduction as he gave every one else. He said he got the land so and he left it so.

13178. That was twenty-two years ago?—Yes, the land was in arrear then, and it went into Chancery, and the rent was raised again when Mr. Jones released it.

13179. MR. SHAW.—Then Sir Henry did not reduce it?—No.

13180. He got no valuation made?—No.

13181. You went to him when he abated the rent?—Yes.

13182. When was that?—Twelve months last summer.

13183. That was when you began to feel the pinch of the bad times?—We made proposals several times, but it was no use, and when we found the times were changed wonderfully even in the grazing parts, we went to him again, but it was no use. In 1873 we paid the

first rents to him, and we all applied for a reduction and he refused.

13184. He has no agent?—He has not.

13185. Did you go to him personally?—Yes.

13186. CHAIRMAN.—In the case of Michael Nicholson you say he built a house and reclaimed some of the land?—Yes, that is the general thing on that estate. Part of it was cut away bog before we got it.

Michael Nicholson.—My house was built by me. The old valuation of my place was £10 10s., and the second valuation £11 15s. The rent I paid to Mr. Jones was £16 5s. yearly, and then when it came to Sir Henry's hands there was an addition put on for cess, raising the rent to £16 19s. 1d. That is for nine acres and four perches.

13187. CHAIRMAN.—Are they Irish acres?—Yes.

13188. MR. SHAW.—It is far away from a town?—It is nearly twelve miles away.

13189. It is not very rich land?—No. There is part of my land to the west of my house, and it would take three acres of it to graze a cow. In 1846, this townland was cut up by the landlord who had it at that time. I recollect part of my land and if you lifted a sod it would run for ten or twenty perches; it was all covered over with small pebbles and stones; we reclaimed it and sunk these stones underneath in dykes and improved the land.

Oct 14, 1880.

Messrs.
Patrick Boyle,
senr., Michael
Nicholson,
James Smith,
Peter Boyle,
John Clancy,
James Clancy,
Thomas
Meehan, and
Patrick Boyle,
junr.

13190. It is much better now?—It is a good deal better now.

13191. Have you any other industry there except the land?—We could not live there at all on the land except for some other things.

13192. You are fishermen?—Yes, I have been sixteen or seventeen years a fisherman; the majority of us could not live at all except being involved in debt. What we ate three years ago is not paid for yet.

13193. CHAIRMAN.—You had the misfortune of being under a middleman?—Yes, but for our being under a middleman we would have been all right. If we had the land as it was set to our neighbours above us. Sir Henry is a very good man, but he did not act well for us.

13194. Mr. SHAW.—How much did he get out of the land before?—*Patrick Boyle*—I cannot say.

13195. The lease dropped?—It was out in 1872.

13196. He let it to somebody—Yes.

13197. CHAIRMAN.—Would you be pleased if there was some fair valuation put upon your land?—Yes, that is what we want.

13198. You would not object to a fair value being put upon it?—No, of course not.

13199. Mr. SHAW.—Do you think any fair valuation coming in would reduce the rent?—If we could get that. If a conscientious man came he should reduce the rent.

13200. CHAIRMAN.—That is what you would like to see, a fair valuation of the land?—Yes, we have no objection in the world to pay it.

13201. Mr. SHAW.—How much an acre does it stand all round?—There are about six acres two roods of roads in every hundred acres, and there was so much stoppage out of every acre back again.

13202. How much an acre do you pay?—I pay for 9A. 0R. 4P., with the exception of these stoppages £17.

It is more than £2 an acre taking the stoppages and all.

13203. You say you know the cases of all these men who are with you?—Yes.

13204. And you can speak for them all—they feel the same thing, that the rent is above what they can pay?—Yes. Half of their holdings is bog land, and they have to pay for it as arable land.

13205. Are they reclaiming it?—They are as best they can, but the water flows up and destroys it.

13206. Were the potatoes good there this year?—Not so bad as last year, the weather was so dry.

13207. How does that happen?—Well there is high land surrounding the valley.

13208. It is stiff land?—No, it is boggy land.

13209. Do you get your turf there?—No, we have to go nine miles for it.

13210. You have to pay for it?—No, we got it free.

13211. But you have to go nine miles for it?—Yes, nine Irish miles.

13212. The O'CONOR DON.—Are you allowed the right of selling your interest in your holding, by Sir Henry?—We never made any application for it.

13213. You don't know of any instance where that occurred?—There were some lately.

13214. Does he allow you to sell to the highest bidder?—I think he had an objection until lately.

13215. None of you have ever tried to sell?—Three or four years ago he would not allow it.

13216. He has changed lately?—I believe he has. He added cess into the former rent. I was paying £16 rent and then cess was added.

13217. CHAIRMAN.—You say that Sir Henry is a landlord you respect?—Certainly, and we are only complaining we got no reduction.

13218. Your rent is higher than your neighbours?—Yes. He is willing to do everything for us, except the one thing

Mr. Thomas
Shanley.

MR. THOMAS SHANLEY examined.

13219. CHAIRMAN.—You are tenant at Curgullian, on the estate of Sir Gilbert King?—Yes.

13220. Where is that?—It is in the county Roscommom. He has large estates in this county also. I hold this farm from him at Curgullian near Drumsna in Sligo.

13221. I see you say that he is one of the kindest of landlords?—No mistake about it.

13222. Have you anything to say against him?—No, but it is the custom on his estate to raise the rent.

13223. Mr. SHAW.—He raised it on you more than once?—More than six times.

13224. In your own life?—Since 1848.

13225. Who is his agent?—He had different agents. His present agent is Mr. Jones, near Mohill.

13226. And as you improved the land, he raised the rent?—I don't blame him for it, because the tenants went and bid for my improvement, and I in possession.

13227. Why should they bid for them?—Because it was a swamp when I got it, and they said in place of raising the rent he favoured me. It was not for the land I bought it. I was a trader and I never asked anything. He gave me only two roods first and a place for a house, and I had to pay £10 for the house, which was nearly completed, but that I did not grumble at, for I made money of it. That was in 1835.

13228. CHAIRMAN.—How much do you hold now?—I hold twenty-nine acres.

13229. That has been added gradually?—No; I got the balance altogether in 1847.

13230. At what rent?—£10 15s. at first. I hope

there is nothing against him, for it is my improvements caused it all. I buried £1,000 in it.

13231. Why should he put an increase on it?—He is so innocent.

13232. Have you ever put these matters before him?—No; because when he raised the rent to £14, I said "It is too cheap yet," "Why" said he "Because my industry would make it cheap."

13233. You were reclaiming the land?—I reclaimed twenty-two acres of cut-away bog.

13234. What is the rent?—About £29.

13235. Have you a lease of it?—No, but his word, is as good.

13236. But the tenants might bid against you still?—Well, but I am able to pay it. That is industry.

13237. How do you want us to protect you?—You know it; for I don't. You have a head, and I have not.

13238. Mr. SHAW.—Do you live on the land?—I do; and I can tell you a good story if you will allow me: There is a man lives in the centre of a bog, and The O'Conor Don went down on his farm of three acres, which he holds for £1, and in place of raising his rent he gave him £10.

13239. He did not raise his rent?—No; because he has knowledge in his head; he is no baby.

13240. Mr. SHAW.—Your landlord raises the rent?—He does not raise it on any man but me. That turf-bank is my bank. For out of that land, which was valued at 2s. 6d. an acre, I have knocked £15 an acre. I was a road contractor, and I put all the manure off the roads, for fifteen miles round, into this bog. It is about a mile and a half from Drumsna, and all I want is to have industry secured.

be good under the circumstances?—I did not say they were not good tenants, but their rents were so high let, they could not be good.

12965. Mr. SHAW.—But under the circumstances it is very hard for a man to be industrious where the rent is so oppressive?—Yes.

12966. His whole life goes trying to make the rent?—Yes; they live by going into debt.

12967. Is that system of billing, going into the banks, common?—Not in my neighbourhood, they are so situated that they cannot get bills. This Knockdoo place, the owner is dead, Captain Thompson, there is a receiver on it. I know they have not been able to pay, they might struggle to pay something. There were two poor fellows had bills in the bank and they sold their cattle to pay them.

12968. CHAIRMAN.—Do you apply your observation as to their inability to get on to the last few years especially, or even in better times?—The last few years especially.

12969. Did it apply to some extent before that?—They paid their rents punctually before.

12970. Were they able to make a fair and reasonable living out of that?—I don't think they were. If they paid their rents they had not sufficient to stock their land.

12971. Mr. SHAW.—But the rent was too high for poor land away from a market town?—Oh, there is a town near it, Sligo and Tobercurry; too high indeed.

12972. Eighteen miles?—Oh, it is fair enough.

12973. CHAIRMAN.—The tenants all refer to the tenement valuation, do you think that that is a highly valued part of the country?—I know cases where the tenement valuation is high enough.

12974. You think it would be high enough at the tenement valuation?—I am sure it would. I know the valuation of all these lands as I go along.

12975. The O'CONOR DON.—Is that in your barony?—It is, sir.

12976. I did not think Geevagh was?—Oh, no, I am not alluding to that, except the portions I received rent on.

12977. CHAIRMAN.—You speak generally of the country you pass through and know most of?—Yes, to be sure; I know some as good land in Geevagh as can be found anywhere. There is another property near Coolaney, Cabra, that Mr. Williams is the owner of.

12978. Mr. SHAW.—Is that highly rented?—Yes.

12979. People, poor?—The rent is too high, and it is a mountain farm, but he is giving them employment for the last year or more, and they are getting 9s. a week, he is giving 4s. out of every pound they pay.

12980. But if they were dependant on the land they would not be well off?—No; it would be almost a shame to charge them so high a rent.

12981. CHAIRMAN.—Do you think that they would be satisfied if some independent person was to value and say what would be a fair value?—I am sure they would.

12982. Mr. SHAW.—As between landlord and tenant?—Yes.

12983. It would be a better plan for the landlord in the long run?—Decidedly better. There is another property joins that called Cappagh, it belonged to John Patrick Somers.

12984. Who does it belong to now?—Mr. Dolan.

It was purchased in the Landed Estates Court by the uncle of the present owners, and the rents was raised very considerably, so much so that they are very badly able to pay anything.

12985. How long is that ago?—Fifteen or sixteen years, and they are very miserable. There is no employment for them. The Dolans themselves are very poor, although they have the property, they are as poor as they can be.

12986. Would it be any advantage to that class of tenants if made peasant proprietors?—Indeed it would not.

12987. If they had to pay the half-yearly instalments on that poor land?—The Dolans are as poor as the tenants.

12988. But if they had it at a fair and reasonable rent?—If they had it as they had it before the Dolans got it, every man was fairly well off.

12989. And they are industrious people?—They are industrious people. On the Williams' property, before he got it, the tenants had a right of turbary, and a right of mountain for the cattle, and they paid nothing for it, and when he got it he took it from them.

12990. What did he do with the mountain?—He took it from them also.

12991. And let it to somebody else?—Oh, no, it was too bad.

12992. Did he raise the rents?—No; he left them as they were.

12993. But the rents were too high?—Yes.

12994. CHAIRMAN.—Do you know whether, through the country generally, there is a practice with or without the landlord's consent to sell their holdings by the tenants?—No; they cannot sell without the landlord's consent, but I never saw the landlord refuse to consent if the man who purchased was of good character.

12995. Mr. SHAW.—And the tenant was broken down; they would be glad to get rid of him?—I have not seen that.

12996. On good estates they are allowed to charge?—They are allowed to charge if they wish to sell their holdings, subject to approval.

12997. On Mr. Cooper's?—I don't know. There is only a very small portion of his property in our district. Lands called Carha, and they are all improved and the lands drained. The rent does not press on them.

12998. CHAIRMAN.—They are employed by him, do you mean?—Yes.

12999. Mr. SHAW.—And the rents are not excessive?—No.

13000. Labourers, how are they off in your country?—The labourers at present are employed on the public works. The wages are very fair.

13001. What are they?—Nine shillings a week.

13002. And they get a free house?—I am speaking now of the neighbourhood generally.

13003. I mean fixed labourers on farms?—We have very few of them; we employ boys and men whenever we require him.

13004. CHAIRMAN.—In these relief works are they paid by piece-work?—By the day; in some cases by piece-work. As far as Williams' place is concerned they are all paid by the day.

Oct. 14, 1880.

Mr. John
M^r. Manus and
Mr. Charles
P. M^r. Kenzie.

Oct. 14, 1880.

Mr. John
M'Manus and
Mr. Charles
P. MacKenzie.

Mr. CHARLES P. MACKENZIE, Coolancy, examined.

13005. CHAIRMAN.—You are acting as sub-agent ?
—On Mr. O'Hara's property in this county.

13006. That is over 22,000 acres ?—Yes.

13007. Who is the head agent ?—Mr. F. F. Hamilton.

13008. Mr. SHAW.—Does he live there ?—No.

13009. Where ?—In the county Meath, at Enfield.

13010. I see you have given some answers as to the sale and disposition of holdings out of Ulster, on Mr. O'Hara's property, which is just mentioned, they are allowed subject to the landlord's approval ?—Yes.

13011. Have you, since you have been there, known of many cases arising from the sale of holdings ?—Yes, in a few instances, of people emigrating, and such as that, they sell their holdings before going.

13012. Do they get a large price ?—From six to eight years' purchase.

13013. Is there a price fixed by the landlord ?—No, they are allowed to get as much as they can.

13014. CHAIRMAN.—And he only requires it should be a person of good character ?—Yes.

13015. A solvent man ?—Yes.

13016. Mr. SHAW.—He has a preference for the tenants on the property ?—Yes ; they always get a preference.

13017. CHAIRMAN.—In any of these cases have you found the change has been an advantage to the holding ? —I cannot say it makes much difference, it is generally the same class get it.

13018. Mr. SHAW.—Your rents are paid under any circumstances ?—Yes.

13019. Are they large farms ?—No, generally small.

13020. What size generally ?—From ten to twenty acres.

13021. Are they able to make a living on these farms ?—They are ; but not a good living.

13022. Without any other means of living ?—They have no other means of living unless they get employment from the landlord.

13023. Good land ?—Mixed.

13024. Do they improve it much ?—Very little, except reclamations by the tenants of cut-away bog.

13025. The general twenty acre men have not been improving much ?—Not to any great extent.

13026. CHAIRMAN.—How many years have you been there ?—Six years.

13027. I see you say here that there have been no evictions on this estate since the passing of the Land Act of 1870, nor for many years previous to that day ? —No sir, there have been no evictions for the last twenty years.

13028. You have heard what Mr. M'Manus has said about the tenantry through the country, do you agree in his view as to the rent being high, generally, on these small properties ?—I know very little about these small properties, I will only answer for Mr. O'Hara's estate.

13029. Mr. SHAW.—The rents are moderate on Mr. O'Hara's estate ?—I consider they are.

13030. People able to live ?—Yes ; he gives a good deal of employment on his estate to the tenants.

13031. Does he give anything to help improvements ? —He does in many ways.

13032. Do you promote improvements ?—Yes, drainage and fencing.

13033. Draining, he gets money for from the Board of Works ?—No, except this year when he got money from the Board of Works, part of which went to draining.

13034. Charges interest to the tenantry ?—No, nothing.

13035. CHAIRMAN.—Do you know of any difficulty of getting money from the Board of Works ?—No, sir.

13036. Or much delay ?—No, sir.

13037. Was that money at a low rate ?—Yes ; he got it in two instalments, £500 up to the present.

13038. Has he many tenants employed ?—Generally forty or fifty for the last six months—sometimes more and sometimes less.

13039. Generally on their own holding—Some and others of them make roads into the turbaries and pasture.

13040. Mr. SHAW.—Are you from the North ?—Well, I am.

13041. You have tenant-right on that property just as good as in the North ?—Yes ; fixity of tenure, fair rents, and free sale.

13042. You never dispossess ?—No.

13043. And you help them and let them make the best of their holdings ?—Yes.

13044. CHAIRMAN.—Is that what is called "usages corresponding in essential particulars with tenant-right" ?—It is.

13045. The O'CONOR DON.—Has Mr. O'Hara spent much money on improvements for his tenants ?—A great deal ; he keeps a staff of men always improving.

13046. You could not give us the figures as to the amount spent ?—Generally about £500 or £600 every year.

13047. Mr. SHAW.—Mr. O'Hara lives there ?—Always, sir, except for a few weeks in the year.

13048. And there is no discontent on the property ? —None, there is no complaint whatever ; there are a few small properties Mr. M'Manus mentioned, there are complaints there.

13049. CHAIRMAN.—Do you find an inclination among the tenants to ask that rents should correspond with the Government valuation ?—No ; Mr. O'Hara gave them a reduction of 15 per cent. on the three last half-years, and in a great many cases the rent is not above the Government valuation on Mr. O'Hara's property.

13050. Mr. SHAW.—Have you any large grass farms ?—We have.

13051. Mixed, I suppose ?—Yes.

13052. But farmed on the English system, I suppose, high farming ?—No ; their farming needs much improvement.

13053. But they are all natives of the country, I suppose, not Scotch or English ?—None, their forefathers have been on the estate for generations.

13054. Are the houses good generally on the estate ? —Yes ; Mr. O'Hara helps them with slates and timber free, or advances the money
[The witness then withdrew.]

George
Errington,
esq., M.P.

GEORGE ERRINGTON, esq., M.P., examined.

13055. Mr. SHAW.—You are member for the county Longford ?—I am.

13056. And you have been giving some attention to the state of the Land Question in that county ?—Yes.

13057. You know Longford well ?—Yes, I have property there.

13058. Are there any cases in particular you wish to call our attention to ?—Yes, there are two estates. The first is Doory Hall, the owners are a family of the name of Jessop, it is a large estate of £4,000 a year, the agent is Mr. Cusack, a Dublin attorney, he

has been agent for a great many years, and sole manager. I may say, the management and circumstances of this estate have been of a very mysterious kind, and they raise points that are very hard to account for. But this is certain that the management has been very oppressive, and it has resulted in the very deepest dissatisfaction among the tenants, and has caused great uneasiness in the country among the landlords, as well as farmer class. I can speak of that from my own knowledge.

13059. CHAIRMAN.—Is this in the county Longford ?—Yes.

13060. Mr. SHAW.—Are the owners living in Ireland?—The two supposed representatives, the two Miss Jessops, live at Doory Hall. The result of this management has been to produce various outrages. In 1866, a bailiff named Freyne, was killed. In 1876, Mr. Cusack was shot at and wounded in Dublin; he has been since, and is still protected by the police, two of whom accompany him in Longford. Now, as for the details of the management: he has evicted a great number of tenants, and their land now lies waste. Well, of course, it is neither let nor cultivated, and drovers passing the road, turn their cattle into it.

13061. Has it been offered for letting?—Not as far as I can tell. I don't contend, of course, you can compel a landlord to let or cultivate his land, but I say there, in the country, the feeling is intense, and the excitement intense, at tenants being turned out of their farms, and the farms then left idle and not let.

13062. CHAIRMAN.—Were they turned out for non-payment?—No.

13063. The O'CONNOR DON.—How long ago were they turned out?—I have details of several cases, at various times. John Derwin's was a hard case in the townland of Brickerns; he was served with notice at the death of his father, the tenant, some five or six years ago, but held on for several years, tendering the rent; no rent was taken; the land now lies waste, and Derwin lives on the land as a trespasser, and tries to cultivate a portion of it. There are many other names I can mention. The second point that has caused great dissatisfaction is that, chiefly at the expiration of leases, and in other cases also, Mr. Cusack is in the habit of refusing to accept the rent though tendered.

13064. Mr. SHAW.—Leaves them there?—They tender the rent duly, and he refuses to take the rent, and some have been tenants more than ten years not paying rent. I will give one case of this. I have visited all these cases myself. But this one I can quote all the particulars of. Gregory Yorke is a poor law guardian in the parish of Killashee, acreage, thirty-three acres, original rent, £46; it was raised to £60 in his father's lifetime. His father died in 1874, since that time Yorke has continued upon the farm, tendered his rent duly, but has not been absolutely evicted. He has an exceedingly good farm, and is a most respectable man, only desirous to have some sort of recognition. The land was in the father's time very inferior, almost waste, a sort of furze and waste land. It is now a very good farm, exceedingly well cultivated, and I am sure quite worth the rent which is put on, but the rent has not been taken though the man is most willing to pay it.

13065. Then there is the case of John Cline?—In this case a similar circumstance occurred. The rent has not been taken for ten years; they are a large family, most respectable, and they offer the half year's rent regularly. I don't, of course, contend that you can force a landlord to take his rent, but it does create a very great deal of ill-feeling that the tenant should be left in this position, and I know, in the opinion of the clergy and the people of the neighbourhood, that it is considered almost worse than to be positively evicted, it is worse for the country, because this continues for years and the sore remains, while if they are evicted once, there would be an end of it. This is not the case with every farm, or anything like it on the estate, but a considerable number of farms are this way, and the result is an amount of uneasiness and ill-feeling, which is very great indeed.

13066. The O'CONNOR DON.—If they go on holding a little longer, won't they become owners in fee?—Not if they tendered the rent; that would bar it.

13067. Mr. SHAW.—I suppose there was some offence given in the first instance, that prevented them going on harmoniously?—I began by saying the thing was inexplicable, but the facts are undoubted. I would just say that in this case there is no question of non-payment of rent, nor of objecting to the increase of rent. The direct cause of the shooting at Mr. Cusack, in 1875 appears from the reports of trial to have been, not those

special points, but that he had enforced penal rents in a very harsh way. A man was tried for the shooting, and was acquitted, but Judge Keogh used extremely strong language. It was pleaded that there was no agrarian cause for the outrage. However, Judge Keogh's language, which I quoted in the House of Commons, was of the strongest, for he said he had never heard a case in which there was more apparent motive for outrage, and therefore the jury should not for a moment suppose there was no agrarian reason for it. The Crown gave evidence that there were penal rents of a very harsh kind, and Judge Keogh used this strong language, he had never known penal rents enforced with such severity. Another case I wish to call attention to is Lord Annaly's estates in Longford. They were kindly and fairly managed until the death of the late Lord, when a new agent was appointed.

13068. What is the name of the new agent?—Mr. O'Connor. By a general rise of rent and other exactions he has caused a strong feeling against him, and has now to be protected by police. It began by calling in the hanging gale, and insisting immediately after upon the payment of the rent due, the consequence of which was that two half years was paid within six months, and three half years some time within about eight or nine.

13069. CHAIRMAN.—Was that called in by the same agent?—Mr. O'Connor, yes. The rents were then generally raised. In some cases the increase was not excessive, but there were certainly cases to my own knowledge, in which a very stiff rent followed by a moderate increase became very nearly a rack-rent, and that added to the previous severity has caused very great suffering and very great dissatisfaction.

13069A. Can you say when the back half year was called in, how soon after the death?—I think within two years after the death. I am informed that in some cases the tenants submitted willingly to the increase of rent, though they thought it severe, on the promise of the agent of improvements, buildings, and drainings, and so forth, which were never done. I can give instances of individual tenants, but I should rather not; some evictions have taken place.

13070. You might say the number that the thing occurred in without giving the names?—The points which I have raised occurred all over the estate, though there were some special cases, of which I can give illustrations. Would you now allow me to state in two or three words the changes which I think this state of things requires. It occurs to me the only remedy is to give security to the tenant, and that, I think, after careful consideration, can only be done by some system which would establish fair rents, together with a right of sale, commonly called the Ulster custom, and this would constitute a practical fixity of tenure. My plan for carrying it out is as follows:—I would institute in Dublin a supreme land court with local branches. The business of that court would be threefold, first to keep and publish authoritative records for various parts of the country, of the prices of the various kinds of produce, according to which, after the first valuation, the periodical re-adjustments should be made. Secondly, upon an application, either by landlord or tenant, the court would have to decide once for all the present letting value of a farm, taking into consideration all the circumstances of the holding. That value would be recorded as the rent of the holding, and, I lay great stress on this, it would become the ground work for all future arrangements with regard to that farm.

13071. Mr. SHAW.—And for taxation purposes, I suppose?—Yes; but on that point I am anxious to say one word. I think the system of Government valuation differing, and differing unequally, from the letting value of land, has been the cause of the very greatest inconvenience and dissatisfaction, and I should be most anxious to see some scheme by which the rental and the valuation should be assimilated. The objection is that you would impose extra taxation. I don't think that would matter for local taxation, and in the case

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of imperial taxation there would be no difficulty in making some allowance.

13072. Take off a per-centage, twenty-five per cent., as they do in excess taxes?—Yes. According to my scheme the rent and the valuation would merge in every case in which landlord or tenant submitted their holding to this system.

13073. Would you not make it general all over the country?—I would not for this reason: there would be some difficulty practically in ascertaining the actual rent, it would lead possibly by collusion to false returns being made. Periodically, every ten or twenty years, I should propose the landlord or tenant to be at liberty to claim if they pleased a re-adjustment of rent, to be decided according to the average of prices for the previous period. The tenant should be at liberty to sell his interest, subject to a reasonable veto on the purchaser by the landlord; every such transaction should be ratified and recorded by the court; the arrears of rent and all dilapidations should be paid out of the purchase money. I should not be inclined to limit, as is often suggested in that case, the price each tenant's interest might be sold for, because the effect of that would be to discourage any improvements. And I may just observe, as an answer to the objection which is often made to the Ulster custom, that a sudden extension of it and concession of the right all over Ireland to tenants who have never regularly acquired it, would appear to be somewhat unjust; but I don't think it so when you consider that in reality the great majority of tenants virtually do possess it.

13074. As a matter of fact?—Yes; whether by intimidation or whether by the kindness of landlords, or by the pressure of public opinion, they have a claim of that sort, and, therefore, I think it much better to recognise it, and make it manageable, as it would be by sale, than by ignoring it to leave it dependent, as it is now really, upon this indefinite sort of pressure, or worse, on intimidation. I merely wish to say the only novelty I think in this scale is the adjustment. All rent according to the record of prices would roughly but fairly represent the increment or decrease which was due to the landlord from the change of times; while the increase or decrease in the purchase-money, which arises from the increased or diminished quantity of produce, would fairly represent the result which ought to come, or would be due from the tenants' exertions. I think this system would keep the two shares perfectly separate, and would be to the advantage of both; and that is the difficulty, which is a very important one, I think, to meet. Subletting according to this would, I think, become impossible. Subdivision unrecognised would lose much of its advantages, and I don't think there would be need of covenants, because the Court would, according to my scheme, have full power to assess damages for dilapidations. It is not to be supposed that in the majority of cases tenants would depreciate what they had paid for, and were going to sell. A similar scheme was proposed to Mr. Shaw-Lefevre's Committee, and it was recommended by the Committee. It was dissimilar in the suggestion of perpetuity leases for fixed rents; in that case it was proposed that a money payment of four or five years' purchase should be paid by the tenant to the landlord, which money was in part to be advanced by the Government; the difference is that in that case the rent was to be fixed for ever, while in this case it would fluctuate or vary according to the change of times; and, secondly, according to the improvements made by the tenant. The third duty of the supreme Land Court would be to assist the tenants to purchase their farms. I would enable them to purchase estates and resell them, without loss to the State, to the tenants. There was one point I would like to refer to, which I think is remarkable with reference to this portion of the country—a remarkable feature with regard to the present agitation in this portion of the country.

13075. The O'CONOR DON.—What portion?—Mayo, Sligo, Roscommon, and other parts of Connaught. It began and progressed most rapidly in this district. A somewhat similar thing occurred in the great famine of 1847 and 1848, as will be seen from the returns of the money given for the relief of distress; and again in 1869, according to the statistics published, there was an excess of agrarian crime in these very districts, which determined the Government to pass the repressive measures, the coercive measures of that year. Naturally I look for the cause of that, and it appears to be due to the fact that there are between thirty thousand and forty thousand small tenants, who are also labourers—migratory labourers.

13076. CHAIRMAN.—Who go to England to look for work?—Yes. No land reform would ever meet their case; they would still be liable on pressure of times to be distressed; and, therefore, the question becomes directly one of Poor Law, and to consider whether the Poor Law is not too strict. The question arises whether it is right that forty thousand men should spend half their lives working in other countries, and in case of distress be thrown upon the one poor district in which they do not work.

13077. The O'CONOR DON.—How can that ever be met?—I will tell you. The reason of this is two-fold—the Poor Law in Ireland is more severe than in England, and circumstances render it more severely enforced.

13078. Mr. SHAW.—But you would not throw it on the Irish Poor Law entirely, would you?—No. The differences which I would propose to alter are three-fold, and I think they meet this case. The first is that in England they have union rating, while with us there is rating by electoral divisions. This makes the practice of the law more severe, for the elected Guardian of the district has almost entirely the management of relief for his own district, and it is his interest to keep down relief, which makes the exercise of the law more severe.

13079. The O'CONOR DON.—Would not a more liberal Poor Law have the effect you deprecate. It would enable these people to live here at the expense of the rates, and enable them to work in England all the year round, except when supported by the rates here?—If it stood alone it would, but the second point, in which I propose to assimilate the law in England and Ireland, is with regard to outdoor relief, and this particular point meets what The O'Conor Don has stated, by distributing the charge according to the area of relief. I would suggest a common poor relief fund for migratory labourers which would extend over England and Scotland, and which would represent the advantages which those districts obtain from the labour of those persons. One other word—it is a most pressing recommendation—upon this point. The Local Government Board in Ireland have at present, by an amendment of the Relief of Distress Act, extended the power of giving outdoor relief for two months after the termination of this year—that is to say, until the meeting of Parliament. It appears to me most important that that power should be extended immediately on the meeting of Parliament, pending any other changes which may be made in the law.

13080. I just wish to ask one word with regard to Longford generally, you say you have inquired into the relations of landlord and tenant in the county Longford?—Yes.

13081. Do you find them generally very satisfactory with the exception of those cases you have alluded to?—Very fairly satisfactory.

13082. And are those the worst cases you could find out?—Certainly, they are the worst cases I know.

The witness then withdrew.

Mr. CHRISTOPHER L'ESTRANGE examined.

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13083. CHAIRMAN.—You are agent to Colonel Cooper?—Yes.

13084. The Percival estate and some others?—Yes.

13085. What is the acreage of the properties over which you are agent?—I could not give that. There are some of them very scattered, and in different unions and different counties.

13086. However, the acreage is very large altogether?—Very large.

13087. Are these properties in Mayo and Sligo generally?—Yes; generally in Mayo and Sligo.

13088. You mention that the rents are not paid in Mayo this year?—Very badly indeed; particularly in the neighbourhood of Swineford.

13089. Is there any special reason for that in that part of the country—is it worse off than other parts?—They are badly off, but there are a good many who could pay only they are afraid.

13090. Mr. SHAW.—The land is very poor there?—Yes; it is.

13091. CHAIRMAN.—There is no tenant-right?—No; there is not.

13092. Is there any usage corresponding to the Ulster custom of tenant-right?—No. Any tenant who wanted to leave, or through poverty was reduced, would ask leave to give his farm up to another, and he generally paid him. That was the nearest thing to tenant-right.

13093. The O'CONNOR DON.—On whose estates does that custom exist?—On most of the estates I manage. I acknowledge that, so far as the estates of Captain Armstrong, Mr. Orme, Mr. Rashley—an English gentleman—and several others are concerned.

13094. CHAIRMAN.—That is not the case on Colonel Cooper's estate?—He has occasionally allowed it. When I bring a case before him he allows it.

13095. Mr. SHAW.—Each case comes up on its own merits?—Yes.

13096. There is no fixed rule?—No. Each case is dealt with on its merits.

13097. CHAIRMAN.—You think that the custom of allowing the sale of holdings is decreasing?—I think it is rather decreasing.

13098. That is, I suppose, not from want of inclination on the part of the tenant, but from the landlords wishing to deal with the cases themselves by way of compensation?—Well, really I may say that in my office I never knew a man being refused permission to sell, provided he brings in a tenant who is solvent and to whom there is no objection. I have never known a case of a man being refused to appoint a man in his place.

13099. Mr. SHAW.—You don't inquire into what they get?—No; but where I see a reason for the change I always facilitate it.

13100. CHAIRMAN.—Do you think the system exists to such an extent that it might be called a usage in a corresponding sense to the Ulster tenant-right?—It is an optional usage, if I may say so.

13101. That is, it requires the permission of the landlord?—Yes. That has always been the case on the properties that I manage. Generally I allow it, but in Colonel Cooper's estate I cannot allow it without bringing it before him, and I generally obtain his sanction.

13102. On such changes of tenancy is it usual to make any change in the rent?—No; not generally.

13103. In the case of middlemen that you mentioned, are there not generally changes of rent?—Yes; when the purchase is made by middlemen; the middlemen are a lower class of men, if I may say so, and they do put an increased rent on.

13104. Have there been many cases of eviction on the different properties which you manage?—Not many.

13105. Have there been any since the Land Act?—No, I have frequently been obliged to bring eject-

ments to get the rent, but I have very seldom indeed been obliged to carry them out.

13106. There has been a settlement before the matter came into court?—Yes; they bring in a certain sum of money and we generally settle it. As a rule, I very seldom had to bring in the sheriff to take possession.

13107. During this last year have you had many cases of ejectment for non-payment of rent?—No; I have not executed any.

13108. But was it necessary to bring ejectments to get the rent?—I have not done it to any large extent this year; in fact I have never done it to a large extent, but this year I refrained from it particularly.

13109. Mr. SHAW.—Has there been an abatement generally given?—Yes; I have given as much as six shillings in the pound on that poor property in Mayo, and four shillings in other places, and three shillings on other property in Sligo.

13110. On all the properties in Sligo?—Yes; it has varied from three shillings to six—six in Mayo.

13111. CHAIRMAN.—Were the crops very bad these last few years?—Yes.

13112. So that the tenant who in other years was fairly well able to pay was really unable to meet his engagements?—In many cases, Yes.

13113. Are there many who hold under lease?—Not many.

13114. They are mostly all old leases?—Only old leases.

13115. And now dying out?—Yes.

13116. Was there an offer of a lease generally made by the landlord after the passing of the Land Act?—There was, but the leases were generally declined.

13117. What was the ground of refusal?—They thought the Land Act would give them as good interest in their land as most leases.

13118. Was there generally a contract barring the Land Act, in the leases that were offered?—In very few cases.

13119. There was a sort of common form put into many leases barring the operation of the Land Act, and it was supposed in some cases that that led the tenants to decline the lease?—There is a form called Gerald's lease. I have seen it, and I have almost always known it to be declined. I have known perhaps as many as a dozen cases where they did take it, but it is very seldom offered to them.

13120. Just previous to the proceedings which led to the passing of the Land Act there had been rather a desire on the part of the large farmers to get leases?—Yes? there was.

13121. Then do you think there was disappointment afterwards in the mind of the tenants as to the security they got from the Land Act?—No, I do not; I think they were satisfied.

13122. And are still satisfied?—I think so.

13123. What is the cause of the general dissatisfaction now—is it the rate of rent?—I believe that is the thing put forward, but I cannot say that on the properties I manage the rents are too high. On Captain Armstrong's property the rent has not been changed for the last thirty years, and on Mr. Orme's about the same time. When I first began to manage these lands, about thirty years ago, they were in what was called rundale, and I divided the lands.

13124. Mr. SHAW.—That is in Mayo?—Not very much. The valuation was put on by a valuator—a fair man—a man who was considered a fair man—and in some cases it was a rise, but not very much of a rise; I might also add that since then a great deal of bog has been reclaimed by tenants, and I have never increased the rent for that.

13125. They do reclaim land—they are constantly reclaiming?—Yes; if there is any arable land running down to a bog they generally work into the bog.

13126. CHAIRMAN.—You say generally the rent is

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one-fifth or one-sixth over the tenement valuation?—Yes, about that.

13127. Does that include buildings?—Yes, it would include buildings—everything.

13128. Have the buildings generally through this county been erected by the landlords, or assistance given to the building by the landlords?—The landlords have assisted so far as slates, timber, windows, and doors—occasionally in that way: but small thatched cabins the tenants have generally built themselves.

13129. Has that assistance been continued up to the present time?—I don't think the landlords have assisted so much since the Land Bill, for the claims the tenants may bring against them may rather tie their hands.

13130. They are afraid their improvements may be made to tell against themselves afterwards?—Exactly.

13131. Mr. SHAW.—They have power to prevent that by registering their improvements?—Yes, I have done that; but if I was dead my successor might not know anything about that.

13132. The books would be there showing the improvements?—Oh, yes, they would.

13133. CHAIRMAN.—Is that one-fifth or one-sixth over the tenement valuation a fair guide, as a general rule, to the rent in this country?—I think as far as the tenement valuation is a guide it is fair, but at the same time I think very often there is a low valuation on good land, and rather a high valuation on bad land.

13134. Mr. SHAW.—The good land is under-valued?—Yes.

13135. And the bad land is high enough valued?—Yes, generally. I also manage the Percival property; it is a large property.

13136. The O'CONOR DON.—There has been no increase in the rent on Colonel Cooper's property?—No; when I say no, I mean it is to a very trifling extent.

13137. Mr. SHAW.—There was a revaluation about twenty years ago; were you the agent then?—No, I was not.

13138. CHAIRMAN.—As to the reclamation of waste land, do you think there is any waste land in parts of the country with which you are acquainted that could be reclaimed on a large scale?—I think the best reclamation would be by draining some of the large rivers, and thus enable the landlords to deepen the rivulets and small streams into these.

13139. So as to make a main outfall?—Yes.

13140. Colonel Cooper has mentioned that he thought the best reclamation was by tenants of holdings, by their own labour and the labour of their families, gradually increasing the amount of their land by working into waste land?—I think it would be utterly useless to take a deep bog and try to reclaim it at once; for, until the turf is cut away, it would return to its old nature again. I think it would be very up-hill work to begin to reclaim bog in that way.

13141. You say that, during your memory, a great deal of land has been reclaimed by the tenants?—Yes.

13142. And you always encouraged them by leaving them free from rent for twenty or twenty-five years?—I have always acted on that principle; for I think if a man has reclaimed a wild bog, he should have a very long enjoyment of it. I have always acted on that principle.

13143. And then, at the end of twenty or twenty-five years, what happened?—I think it would be fair to have a valuation of it made then.

13144. And put it to the full valuation?—No; I think it would be unjust to put it to the highest valuation.

13145. You would leave a man fair remuneration for his own labour, while giving the landlord what is fair for the land?—Exactly. I think to keep the landlords' title to it, it would be necessary at the end of twenty years to have a revaluation made.

13146. Mr. SHAW.—But you would not rent it up to its full value?—No, I would not.

13147. CHAIRMAN.—You would put on a fair rent, looking to the man's improvements?—Yes.

13148. The fair rent is really what we find is the whole point of the question—the ascertainment of what is a fair rent?—In putting on what I call a fair rent on bog, I would not put anything like the value of it. I think from 5s. to 6s., to keep up the landlord's title, would be sufficient.

13149. But I mean upon any land—would you think the tenant, or someone on his behalf, should have a voice in the settlement of the rent?—I think certainly he should, and he always has.

13150. But something beyond the power of refusing to pay the rent and going out?—I don't think that is the alternative.

13151. But, with many tenants, the only choice is to pay the rent fixed by the landlord or go out of the holding?—I think it is a very fair principle to act on—that the tenant should have a voice in settling the rent.

13152. Do you think the case might be met by arbitration?—I think it might, but I think it is very difficult to find two arbitrators. I suppose, however, it could be done.

13153. If they failed to agree there could be power to call in a third?—Yes.

13154. There should be provision made in case of their not agreeing—some ultimate resort to some one appointed by a Board or a Commission, or even the County Court Judge?—I think, on large farms, it might be worth doing that, but, on small farms, it would be rather a cumbrous thing.

13155. The fact of its being cumbrous might generally lead to a settlement of the case without resorting to that tribunal?—Yes.

13156. Mr. SHAW.—There would not be many cases arise in which they would appeal to the ultimate resort?—No; I think on good estates it would hardly be brought to that.

13157. It is only in extreme cases they would resort to such a remedy, and it would be an advantage to all parties to have such a tribunal in these cases of necessity?—I think it would.

13158. The O'CONOR DON.—The property near Swineford belongs to Mr. Orme?—Yes.

13159. You say the rents have not been paid last year?—I got little or nothing.

13160. Although you offered 6s. in the pound reduction?—I offered 4s. in the pound in that part of the country.

13161. And, in the county Sligo, were the rents paid?—I gave 6s. reduction, near Balladeny, in Mayo.

13162. Did they pay there?—Not many took advantage of it.

13163. In Sligo were the rents paid?—Much better in Sligo than anywhere else.

13164. Are the improvements generally made by the landlord or tenant on the estates with which you are connected?—On the properties I manage, works, such as main drainage—all heavy works—are done by the landlord; but the tenants do the small works.

13165. Has there been much outlay by the landlords in the way of improvements?—On some of the estates there has been a good deal.

13166. The buildings you say the tenants generally erected, except that the landlord gives timber and slates where the houses are of a better description?—Yes, and where the tenants will use slates instead of thatch.

13167. The ordinary tenants' houses are very poor and miserable?—A great many of them are thatched cabins.

13168. What would be about the average value of these tenants' houses?—The poor law valuation I could scarcely tell, for they don't put any value on these thatched cabins in any of the poor law valuations unless they are of the better description and really good, but thatched houses they do not value at all.

13169. Mr. SHAW.—They are small holdings gene-

rally?—In Mayo they are as a rule, but, at the same time, I have some up to £100 a year.

13170. In Sligo they are larger?—Yes, they are better farms.

13171. I suppose the really bad times for the last three years account very much for the non-payment of the rents?—I attribute it a great deal more to the agitation. I think if they were left alone they would have paid. This year they could pay fairly.

13172. They have got demoralized?—I don't think that is so much the cause as following bad advice.

13173. The three years have been bad, and the last year the worst of the three?—I admit they were bad years.

13174. The potatoes were a failure almost entirely?—Yes.

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Mr. Christr.
L'Estrange.

PATRICK BOYLE, SENR., MICHAEL NICHOLSON, JAMES SMITH, PETER BOYLE, JOHN CLANCY, JAMES CLANCY, THOMAS MEEHAN, PATRICK BOYLE, JUNR., tenants on the estate of Sir Henry Gore Booth, at Dunfore, examined.

13175. CHAIRMAN.—This document (produced) is a list of names of tenants on Sir Henry Gore Booth's estate at Dunfore, with the rent, valuation, acreage, &c., of each?

Patrick Boyle.—Yes; we gave our names and all

particulars. That document is correct. (Hands in following list of tenants of Sir Henry Gore Booth, whose rents were settled twenty-two years ago, and to whom a reduction of twenty-five per cent. was allowed last year, viz.):—

Messrs.
Patrick Boyle
senr., Michael
Nicholson,
James Smith,
Peter Boyle,
John Clancy,
James Clancy,
Thomas
Meehan, and
Patrick Boyle,
junr.

—	Rent.	Valuation.	Acreage.
	£ s. d.	£ s. d.	A. R. P.
Pat Boyle, senior, . . .	10 16 10	8 0 0	7 1 31
James Smith, . . .	7 11 4	6 0 0	4 3 0
Michael Nicholson, . . .	16 19 4	11 15 0—£1 5s. addi- tional for house.	9 3 0
John Clancy, . . .	15 15 6	11 15 0	9 0 0
Owen Brady, . . .	15 0 0	10 0 0	8 0 0
Pat Nicholson, . . .	11 12 0	7 0 0	6 1 0
Pat Boyle, junior, . . .	9 11 8	6 2 0	5 0 20
James Boyle, . . .	20 5 8	14 5 0	10 0 0
John McGowan, . . .	10 0 0	7 10 0	5 1 0
Widow Kelly, . . .	15 2 10	9 10 0	8 0 20
John Boyle, . . .	9 0 0	7 10 0	4 3 7
Michael Clancy, . . .	12 7 8	7 0 0	7 0 0
Luke Nicholson, . . .	24 16 10	17 5 0	13 1 0
Peter Boyle, . . .	20 15 6	15 5 0	12 1 20
Ann Nicholson, . . .	16 0 0	11 5 0	9 0 0
Widow Corritt, . . .	5 1 4	3 10 0	2 2 0
Michael Doherty, . . .	2 8 4	1 15 0	1 2 0
Martin Loughlan, . . .	7 3 6	5 15 0	3 3 0
Thomas Meehan, . . .	2 9 0	2 0 0	1 0 0
Pat Brady, . . .	5 12 1	3 5 0	3 0 0
Francis Kelly, . . .	14 17 2	8 10 0	7 1 0
James Gilfether, . . .	16 17 6	12 1 0	10 0 0
Michael Toher, . . .	16 8 0	10 15 0	9 1 0
Bridget McGowan, . . .	5 5 0	4 10 0	4 2 0
Cornick Hargidan, . . .	11 15 6	7 5 0	6 2 0
James Brady, . . .	7 17 6	3 5 0	5 1 0
Michael Gillan, . . .	6 2 0	5 0 0	3 0 0
James Waters, . . .	7 0 0	5 5 0	4 0 0

13176. We have had some persons here who say Sir Henry is an excellent landlord?—So he is. We can say the very same.

13177. You think your rent is too high?—We do, but this part of the estate have been held by a petty landlord hitherto. It was held by Mr. Charles Gore Jones, and it is generally the petty landlords who put on high rents; but when Sir Henry came into possession we asked for a reduction, and he only gave us the same reduction as he gave every one else. He said he got the land so and he left it so.

13178. That was twenty-two years ago?—Yes, the land was in arrear then, and it went into Chancery, and the rent was raised again when Mr. Jones released it.

13179. Mr. SHAW.—Then Sir Henry did not reduce it?—No.

13180. He got no valuation made?—No.

13181. You went to him when he abated the rent?—Yes.

13182. When was that?—Twelve months last summer.

13183. That was when you began to feel the pinch of the bad times?—We made proposals several times, but it was no use, and when we found the times were changed wonderfully even in the grazing parts, we went to him again, but it was no use. In 1873 we paid the

first rents to him, and we all applied for a reduction and he refused.

13184. He has no agent?—He has not.

13185. Did you go to him personally?—Yes.

13186. CHAIRMAN.—In the case of Michael Nicholson you say he built a house and reclaimed some of the land?—Yes, that is the general thing on that estate. Part of it was cut away bog before we got it.

Michael Nicholson.—My house was built by me. The old valuation of my place was £10 10s., and the second valuation £11 15s. The rent I paid to Mr. Jones was £16 5s. yearly, and then when it came to Sir Henry's hands there was an addition put on for cess, raising the rent to £16 19s. 4d. That is for nine acres and four perches.

13187. CHAIRMAN.—Are they Irish acres?—Yes.

13188. Mr. SHAW.—It is far away from a town?—It is nearly twelve miles away.

13189. It is not very rich land?—No. There is part of my land to the west of my house, and it would take three acres of it to graze a cow. In 1846, this townland was cut up by the landlord who had it at that time. I recollect part of my land and if you lifted a sod it would run for ten or twenty perches; it was all covered over with small pebbles and stones; we reclaimed it and sunk these stones underneath in dykes and improved the land.

Oct 14, 1880.

Messrs.

Patrick Boyle,
senr., Michael
Nicholson,
James Smith,
Peter Boyle,
John Clancy,
James Clancy,
Thomas
Meehan, and
Patrick Boyle,
junr.

13190. It is much better now?—It is a good deal better now.

13191. Have you any other industry there except the land?—We could not live there at all on the land except for some other things.

13192. You are fishermen?—Yes, I have been sixteen or seventeen years a fisherman; the majority of us could not live at all except being involved in debt. What we ate three years ago is not paid for yet.

13193. CHAIRMAN.—You had the misfortune of being under a middleman?—Yes, but for our being under a middleman we would have been all right. If we had the land as it was set to our neighbours above us. Sir Henry is a very good man, but he did not act well for us.

13194. Mr. SHAW.—How much did he get out of the land before?—*Patrick Boyle*—I cannot say.

13195. The lease dropped?—It was out in 1872.

13196. He let it to somebody?—Yes.

13197. CHAIRMAN.—Would you be pleased if there was some fair valuation put upon your land?—Yes, that is what we want.

13198. You would not object to a fair value being put upon it?—No, of course not.

13199. Mr. SHAW.—Do you think any fair valuation coming in would reduce the rent?—If we could get that. If a conscientious man came he should reduce the rent.

13200. CHAIRMAN.—That is what you would like to see, a fair valuation of the land?—Yes, we have no objection in the world to pay it.

13201. Mr. SHAW.—How much an acre does it stand all round?—There are about six acres two roods of roads in every hundred acres, and there was so much stoppage out of every acre back again.

13202. How much an acre do you pay?—I pay for 9A. OR. 4P., with the exception of these stoppages £17.

It is more than £2 an acre taking the stoppages and all.

13203. You say you know the cases of all these men who are with you?—Yes.

13204. And you can speak for them all—they feel the same thing, that the rent is above what they can pay?—Yes. Half of their holdings is bog land, and they have to pay for it as arable land.

13205. Are they reclaiming it?—They are as best they can, but the water flows up and destroys it.

13206. Were the potatoes good there this year?—Not so bad as last year, the weather was so dry.

13207. How does that happen?—Well there is high land surrounding the valley.

13208. It is stiff land?—No, it is boggy land.

13209. Do you get your turf there?—No, we have to go nine miles for it.

13210. You have to pay for it?—No, we got it free.

13211. But you have to go nine miles for it?—Yes, nine Irish miles.

13212. The O'CONOR DON.—Are you allowed the right of selling your interest in your holding, by Sir Henry?—We never made any application for it.

13213. You don't know of any instance where that occurred?—There were some lately.

13214. Does he allow you to sell to the highest bidder?—I think he had an objection until lately.

13215. None of you have ever tried to sell?—Three or four years ago he would not allow it.

13216. He has changed lately?—I believe he has. He added cess into the former rent. I was paying £16 rent and then cess was added.

13217. CHAIRMAN.—You say that Sir Henry is a landlord you respect?—Certainly, and we are only complaining we got no reduction.

13218. Your rent is higher than your neighbours?—Yes. He is willing to do everything for us, except the one thing

Mr. Thomas
Shanley.

Mr. THOMAS SHANLEY examined.

13219. CHAIRMAN.—You are tenant at Curgullian, on the estate of Sir Gilbert King?—Yes.

13220. Where is that?—It is in the county Roscommom. He has large estates in this county also. I hold this farm from him at Curgullian near Drumsna in Sligo.

13221. I see you say that he is one of the kindest of landlords?—No mistake about it.

13222. Have you anything to say against him?—No, but it is the custom on his estate to raise the rent.

13223. Mr. SHAW.—He raised it on you more than once?—More than six times.

13224. In your own life?—Since 1848.

13225. Who is his agent?—He had different agents. His present agent is Mr. Jones, near Mohill.

13226. And as you improved the land, he raised the rent?—I don't blame him for it, because the tenants went and bid for my improvement, and I in possession.

13227. Why should they bid for them?—Because it was a swamp when I got it, and they said in place of raising the rent he favoured me. It was not for the land I bought it. I was a trader and I never asked anything. He gave me only two roods first and a place for a house, and I had to pay £10 for the house, which was nearly completed, but that I did not grumble at, for I made money of it. That was in 1835.

13228. CHAIRMAN.—How much do you hold now?—I hold twenty-nine acres.

13229. That has been added gradually?—No; I got the balance altogether in 1847.

13230. At what rent?—£10 15s. at first. I hope

there is nothing against him, for it is my improvements caused it all. I buried £1,000 in it.

13231. Why should he put an increase on it?—He is so innocent.

13232. Have you ever put these matters before him?—No; because when he raised the rent to £14, I said "It is too cheap yet," "Why" said he "Because my industry would make it cheap."

13233. You were reclaiming the land?—I reclaimed twenty-two acres of cut-away bog.

13234. What is the rent?—About £29.

13235. Have you a lease of it?—No, but his word, is as good.

13236. But the tenants might bid against you still?—Well, but I am able to pay it. That is industry.

13237. How do you want us to protect you?—You know it; for I don't. You have a head, and I have not.

13238. Mr. SHAW.—Do you live on the land?—I do; and I can tell you a good story if you will allow me: There is a man lives in the centre of a bog, and The O'Conor Don went down on his farm of three acres, which he holds for £1, and in place of raising his rent he gave him £10.

13239. He did not raise his rent?—No; because he has knowledge in his head; he is no baby.

13240. Mr. SHAW.—Your landlord raises the rent?—He does not raise it on any man but me. That turf-bank is my bank. For out of that land, which was valued at 2s. 6d. an acre, I have knocked £15 an acre. I was a road contractor, and I put all the manure off the roads, for fifteen miles round, into this bog. It is about a mile and a half from Drumsna, and all I want is to have industry secured.

13584. Have you done anything in the way of improvements yourself?—We changed the old mearings.

13585. You did not build upon it?—No. There was a good deal of old buildings we levelled.

13586. Do you live in the town?—I live on Mr. Holmes' plot.

13587. Would you take a lease for ever at the present rent?—No. Oct. 14, 1880.

13588. Or become a peasant proprietor, and purchase your holding at the present rent?—No, sir, I would require the rent to be reduced nearly one-half first. Mr. Michael Jordan.

Mr. PATRICK DEVANEY examined.

13589. CHAIRMAN.—You are a tenant under Mr. Gethins and Mr. O'Connor?—Yes.

13590. You hold twenty acres altogether?—Yes; seventeen from Mr. Gethins, and three from Mr. O'Connor.

13591. How much do you pay Mr. Gethins?—£30 14s.

13592. And how much do you pay Mr. O'Connor?—£7 6s.

13593. That is £38 altogether?—Yes.

13594. What is the valuation?—£32 15s.

13595. Do you say also that that rent is too high, and that you would not take a lease for ever at that rent?—I would not give more than 20s. or 25s. an acre for it, because it is cut away bog. I saw turf on it myself.

13596. Mr. SHAW.—It was so convenient to the town, you could easily dispose of your produce?—It

was not by the land I made the rent. It was by contracts for roads.

13597. You did not live on the land, even in good times?—No; we had no potatoes, except a small trifle, and we were striving to earn in some other way by labouring, repairing roads, and all that; and even then, we could not knock the rent out of the land.

13598. The house is on Mr. Gethins' property?—Yes.

13599. Did he do anything in the way of helping you to repair it?—No; he rose my rent, about ten years ago, 5s. an acre.

13600. How long are you there?—I was born in it, I may say. He purchased that place. The land was held in the old time at 13s. an acre. I used to pay £1 a year tithe along with that rent.

Mr. Patrick Devaney.

Mr. JAMES TAGGART examined.

13601. CHAIRMAN.—You are a tenant under Mr. Gethins?—Yes.

13602. You hold sixteen and a half acres in the same neighbourhood?—Yes.

13603. Your rent is £23, and the valuation £17 5s.?—Yes.

13604. And you say that that is too high?—Yes.

13605. And so high that you cannot pay it?—Yes.

13606. Mr. SHAW.—Did you buy the land?—No, my father had it for twenty years.

13607. And he improved it?—Yes.

13608. And built houses on it?—Yes.

13609. And reclaimed it and all that?—Yes; it was covered with whins and stones at first, as every one knows.

13610. How long has the rent been £32?—For twenty years. He promised to compensate us, and he never gave us a shilling.

Mr. James Taggart.

Mr. PATRICK DEVANEY recalled.

13611. Mr. SHAW.—If the lands were revalued now, you think the valuation would be reduced?—I am sure of it.

13612. Even taking them as they stand?—Yes. I would not take them as they stand if I got them for ever; they are too dear.

Mr. Patrick Devaney.

Mr. JAMES TAGGART recalled.

13613. The O'CONOR DON.—You think the land, as it stands now, is not worth the rent you pay?—No.

13614. And it is well circumstanced, and is near the town?—Yes.

13615. Did you pay your rent last year?—I did.

13616. Is this Mr. Peter O'Connor that you refer to?—Yes.

13617. Mr. SHAW.—You are not in any business?—No, sir.

13617A. This land is your only employment?—Yes, and only for the manure I put into it, the crops would have failed, owing to the bad substance of the soil. It is light, moory soil, and I drained part of it, and ran a road along the bottom of it, so as to be able to carry stuff to it. Only for the town we could make nothing out of the land: the soil dries and beaches the crop, and the roots die.

Mr. James Taggart.

Mr. JAMES HART examined.

13618. CHAIRMAN.—Where do you live?—Rusheen, Magheraboy.

13619. Who is your landlady?—Lady Louisa Tenison is the landlady and James Kidd is the agent.

13620. You hold eighteen acres?—Yes.

13621. And your rent is £33?—Yes.

13622. And the Government valuation £28?—Yes.

13623. You say the rent is too much?—Yes, I do.

13624. What would you say would be a fair rent?—I think about £1 an acre. There are four acres of cut away bog, and, besides, there were three-quarters of an acre taken away by the railway.

13625. Mr. SHAW.—Did you get any allowance for that?—I got a little compensation. I had it just re-

claimed and a potato crop in, and I had to give up possession for some trifling compensation.

13626. The rent was not reduced?—No.

13627. CHAIRMAN.—Not reduced for the land taken off you?—No. I am still paying for it.

13628. Did you give it up to somebody who came for the company, or was there a valuator?—I gave it to the engineer.

13629. There was no valuator came there to see what you ought to get for it?—No.

13630. Was that because you were anxious to have the railway coming there?—No; but I knew I should give it up.

13631. Mr. SHAW.—You say your rent ought to be £18 although the Government valuation is £28?—

Mr. James Hart.

Oct. 14, 1880.
Mr. James
Hart.

Yes; but then I have built a dwelling-house and offices and did all the improvements since I came there.

13632. That is all included in the valuation?—Yes.

13633. Were the houses built at the time you took it?—No. I built them myself.

13634. And the value of the improvements has been added to the valuation?—Yes.

13635. The house is a good, comfortable house?—We cannot have them very comfortable. We have them as well as we can.

13636. Did you drain any of it?—We did. We took whole whins out of it. Mr. Burton, the former landlord, sat down and valued it himself at 2s. 6d. an acre, and he said, take charge of that, Mr. Moran; and when I had reclaimed it and drained it the rent is raised. I made it worth £1 an acre.

13637. This is handy to the town?—It is in the borough.

13638. Is there that kind of land within the borough?—There is plenty of it, because it was all a great, large bog at one time. There were high banks of turf there, and there is nothing but bare gravel there now.

13639. The O'CONOR DON.—How long is it since the rent was changed?—There was no change since I came there.

13640. How long are you there?—About 1850 I came to it.

13641. Did you pay anything when you got it?—No; I paid no compensation. I made a bargain with Mr. Moran, Mr. Burton's agent, at the time. Colonel Tenison purchased it afterwards.

13642. He made no alteration in the rent?—No, sir. The place generally goes under the name of Rusheen.

13643. Did they allow the tenants to sell their interest on that property?—Not without the consent of the agent.

13644. Have there been any sales with the consent of the agent?—There have.

13645. Lately?—About four or five years since.

13646. Do you know how much was given for the tenant's interest?—I know a simple man came home from America with £70, and he paid £70 for that place. He only grows five acres. Of course the man was a stupid, ignorant man; and now, only for his sons in America, he would not be able to pay the rent. They send him the rent.

13647. He is in possession now?—He is in possession now, and he lost his money, for he would not get that money now if he tried it. He wouldn't get three halfpence for the place. I would not give him anything for it.

A. B.

A. B. examined.

13648. CHAIRMAN.—You are a tenant?—Yes.

13649. How much land do you hold?—Twenty acres.

13650. Your rent is £26 10s., and your valuation £19?—Yes.

13651. Where is the land situated?—It is towards Ballysodare.

13652. What do you complain of?—That the rents are too high, and the rules of the estate too strict.

13653. What are the rules?—You are in no way encouraged to make improvements, because if you do the rent may be raised.

13654. Mr. SHAW.—Have the rents been raised within your memory?—They have. I knew a man who bought three and a half acres, and the rent was £5 5s., and on his coming in he was charged £6 a year, and the valuation is about £3 15s.

13655. Is this a large property?—It is a very large property.

13656. Have you any other cases you wish to mention?—Yes. I took that about two years ago, and he raised the rent. The rent before I got it from the man who died was £13 5s., and he measured the holding. There is an acre and a half of main road on it, and he said he allowed the road, but I don't think he did, for he charged 30s. on the holding. The acreage was divided between my brother and myself, and the rent was raised from £13 5s. to £14 15s., and no allowance was made for cess or roads.

13657. It is good land, I suppose?—No; it is nearly along the mountain foot, and it is not good land at all.

13658. The O'CONOR DON.—Did you pay a fine upon going into it?—No; I paid no fine.

13659. How long before had the rent been unchanged?—I suppose it was during the tenancy of the man who got it before me.

13660. You don't know how long that had been?—I could not say how long that had been.

13661. You could not say how long the rent was at £13?—No.

13662. Did the agent give it to you?—Yes.

13663. He got it up from the old tenant?—Yes. He died and left no family, and the place was divided between my brother and myself.

13664. You had no claim on the land?—I bought

portion of the land from the deceased man. I paid money in advance. There was no allowance made to me of that money. I had only one year's profit instead of four years.

13665. You got the land?—I got the land, with a raised rent.

13666. How much had you paid him for it?—I paid £20 in advance, and there was no allowance made for that. That was to be for four years, and I only got one year's benefit.

13667. What was the Government valuation?—The Government valuation of that small spot was £9 15s., and when the old holding was subdivided the valuation of what I have comes up to £19. The valuation was £9 15s. at first; then it was raised to £13 5s.; and now it is £14 15s.

13668. Did you ever bring this under the agent's notice?—Yes, at the time, and I was not for taking it, but that I had money lost on it.

13669. Mr. SHAW.—Did he not send in a valuator on the land?—Not that I know of.

13670. CHAIRMAN.—You said it was too high, and still you took it?—Yes; I did not want to be out of my money that I had paid.

13671. There has been no change in your rent since?—No.

13672. The O'CONOR DON.—You think that if you were allowed to sell to-morrow with the existing rent you would not get £20 for it?—I don't think I would.

13673. Mr. SHAW.—Have you improved it much?—I have fenced it and so on.

13674. You have no lease?—No.

13675. How long ago is it since you took the new holdings?—Two years ago.

13676. CHAIRMAN.—Was this an old turf bog you drained?—Yes, old cut-away bog.

13677. Did you drain it with open drains?—Yes. I did not fully drain it, because if I did they might call in a valuator, and put it on the rent.

13678. You just made open drains to run off the water?—Yes.

13679. Mr. SHAW.—You could improve it very much more?—Yes, and so could every one of the tenants, and they would I am sure if they got facilities.

13680. CHAIRMAN.—Would they under-drain it?—Open drains would drain it much better I think.

A. B. examined.

Oct. 14, 1880.

13681. CHAIRMAN.—You live in Carroquin, and your landlord is Colonel Cooper?—Yes. I hold twelve acres of arable land, and two acres of salt water marsh.

13682. How much do you pay for it?—I pay £23 16s., yearly.

13683. How long has that been the rent?—For many years. My father before me paid that. We had a middle landlord, and that was the rent he paid, and Colonel Cooper kept up the rent.

13684. Were all the tenancies that fell in continued at the same rent?—Yes, 35s. an acre.

13685. Is it near the town?—No, it is five miles away.

13686. Is it good land?—No, it is very bad land, stony gravelly land.

13687. Has he much land in that district?—Seventy-two acres besides what I live on.

13688. When did the lease under which the middleman held fall in?—I could not exactly say, but it is about sixteen or seventeen years ago. Parson Powell of Edgeworthstown, was the landlord then.

13689. The present landlord had succeeded to the property at that time?—No, but his uncle had, and in a year or so after that the old man died, and the present landlord came into it.

13690. When the present landlord came in, did you ever represent to him that the rent was high?—We petitioned him, and he never sent us an answer to our petition.

13691. Mr. SHAW.—You got no satisfaction?—None whatever.

13692. Did you get a reduction last year?—We got 3s. in the pound on one half year's rent.

13693. Have you seaweed?—We have, but he charges us 5s. an acre for the seaweed.

13694. That is put on the rent?—Yes, and that seaweed is no good to us.

13695. You don't sell it?—No sir; it is only just for the few tons we use. It is no good for potatoes for they all rot on it.

13696. Have you turf?—No sir, we have no bog, and we have to go fourteen miles for turf.

13697. Had he any other land in the neighbourhood before this lease fell in?—He had.

13698. Were the rents lower there?—They are 30s. an acre there.

13699. The O'CONNOR DON.—Your complaint is that he did not reduce the rent?—No sir, he did not, and he charged 35s. for the marsh.

13700. CHAIRMAN.—Colonel Cooper mentioned that there was a reduction when a lease fell in?—Yes, but this happened before Colonel Cooper's time. He continued it at the same rent, and we sent a petition to him, and he never sent an answer.

13701. Mr. SHAW.—Mr. L'Estrange knows all about it?—He was our agent at the time.

13702. Did he send no answer?—No sir.

13703. Did you speak to him?—No sir, we don't like speaking to him, and owing to my position I would be the last to speak to him. The other tenants are poor enough. They owe all this rent and they cannot pay it. My valuation for twelve acres of arable land and three acres of marsh is £23 16s. I consider £1 an acre would be high for the land not to speak of the salt water marsh.

The Commissioners adjourned until next morning.

NINETEENTH DAY.—FRIDAY, 15TH OCTOBER, 1880.

Oct. 15, 1880.

The Commissioners sat in the Courthouse, Sligo, at 11 o'clock.

Present:—The Right Hon. the EARL of BESSBOROUGH, Chairman; The O'CONNOR DON, and WILLIAM SHAW, Esq., M.P.

Mr. PETER O'CONNOR, J.P., Cairnsfoot, Sligo, examined.

Mr. Peter
O'Connor, J.P.

13704. The O'CONNOR DON.—You are an owner of land in the county Sligo?—Yes, sir.

13705. About 5,000 acres?—Yes.

13706. Do you allow the right of sale to your tenants?—To any that have asked me I have permitted it, and I have given a lease to some of my tenants with permission in it to sell, but to give me a preference of it.

13707. Have you had many instances of such sales?—Not many; only three, and these are caused by death or want of ability to pay their rents.

13708. And what has been the price that has been given in those instances?—In the two instances I know one gave seven years, and the other gave eight, because there was a new lease given—the tenant had no lease. The other man bought for a convenience to unite the two farms together, and gave more for it than if he had asked my consent. I would have told him he ought not to have given so much; he had means to do it and did it for his convenience.

13709. In all the sales on your property were there leases?—No.

13710. But you gave a lease after the sale?—It was a condition, when the man was selling his interest, that the purchaser should get a lease of thirty-five years.

13711. You did not limit the amount payable for this interest in any way?—No; I left the purchasers to their free will.

13712. Do you consider the tenants ought to have a right of selling their interest in every case?—In many cases I think they have a right to do it; par-

ticularly under Mr. Gladstone's bill of 1870, it gives them a right they did not hold before. It is my view of the case that they have a right when they are in occupation, whether they make improvements or not, they have the same right; and after they make improvements, it increases their right to sell the improvements.

13713. Is the right of sale generally acknowledged by the landlords in Sligo, do you think?—I have heard it has been, but I cannot say positively. I have heard Mr. Wynne's agent say they allowed it, and also Colonel Cooper, Mr. Phibbs, and others, but of course there would be a selection of tenants made.

13714. Do you think its recognition is on the increase since the passing of the Land Act?—I think it is, but I don't know how it has been in the last two years; there has been a change in the circumstances of the country.

13715. Is the rent usually altered at the time of sale?—I am not at all aware of what is done on other estates.

13716. You did not alter the rents in the case of sale?—No; only in the case of a lease for thirty-five years, I added ten per cent. which was equal to Griffith's valuation.

13717. Do leases exist generally on your property?—There are some leases on it. Wherever there is a building lease, I give a lease of ninety-one years as an inducement.

13718. Mr. SHAW.—That is in the town or neighbourhood I suppose?—It is in the town of Tubbercurry and neighbourhood of Sligo.

Oct. 15, 1880.

Mr. Peter
O'Connor, J.P.

13719. The O'CONOR DON.—Are leases on the increase or the contrary?—I don't know exactly. People lately have not made applications. They made applications to me about two years ago to give leases, those that were building houses, and I assisted in building, giving timber and slates, and instructed my solicitor to fill up leases, and they have not come forward since.

13720. CHAIRMAN.—For thirty-five years I understand?—Yes. But not for building leases.

13721. And ninety-nine?—Ninety-one for buildings, to the tenant farmer, who built upon his holding. I put on no increase of rent, except merely a charge for the interest on the quantity of materials given to him.

13722. The O'CONOR DON.—Are the tenancies held under a lease generally held at a higher or lower rent than ordinary tenancies?—It depends entirely upon the term of the lease and its extent. If it is an old lease they are not, but on a recent lease, I think, they ought to be a little higher.

13723. Then is the condition of farmers under these leases better than yearly tenancies?—They are generally, but there are some among the yearly tenants who are very improving.

13724. Do you consider the Government valuation any test of the value of the land?—I think, under the circumstances of the country, it is not a test, and if the Government wished to have any test for taxation or other purposes a new valuation is decidedly required both for the interests of the tenants and the taxation of the country. Some bogs and swampy wet lands which were valued only at a nominal rate, from 1s. to 2s. per acre, have been so improved by drainage as to have become fine meadow and tillage land worth 20s. per acre. I have been informed by one of the oldest Grand Jurors in this county that he has twenty acres which were only valued at 2s. per acre, and are now worth 20s. per acre. Such is also the case with some of my lands in Carrowntober. The basis of Sir R. Griffith's valuation being, according to the productive capabilities of the land for tillage, a much higher proportionate rate has been placed on deep clay lands than upon limestone lands, which are now become most valuable for grazing purposes, the price of meat being much higher than at that time, whilst grain has not improved so much in price in consequence of the free imports from all grain producing countries. And there is another matter, might I mention it without intruding on your time? I think when property is bought in the Landed Estates Court, and there is a Landed Estates title, when any reduction is made in the rent of the lessor those who hold head rents should contribute a portion of it in proportion to the rent they receive, and moreover, that, now when every tax is coming upon the land, annuitants who receive a considerable annuity ought to pay a considerable share of the poor rate.

13725. CHAIRMAN.—Persons getting annuities out of the land?—Yes, that they should contribute their portion of the poor-rate in proportion to what they receive.

13726. The O'CONOR DON.—What proportion does the valuation bear to the rent generally on your property?—In some instances where I purchased, in 1850, from the Rev. Mr. French, it is about 5 per cent. upon an average on that property. Upon the next property that I bought, in 1853, the average upon it is from 10 to 25 per cent. in proportion to the quality of the land, the valuation having been made by the valuator, who valued the estate for Sir Richard Gethin, with whom I did not interfere. I may say I have expended upon this and Mr. French's property £2,350.

13727. In improvements?—In improvements; and upon the other I have expended about £1,800 in schools and in making fences, and building houses for some of the people. I found cottiers upon the land, and I mentioned to the man who had them there, "these poor men must get part of the holding which you have," and I instructed the Surveyor to give them

a portion of the land, and I would build a house on it.

13728. Then your improvements have been building houses and drainage?—Yes, and making roads; on Sir Richard Gethin's property the roads are good enough, but in making fences and giving quicks and sinking a well and pump for the convenience of the land.

13729. Have you not a man specially employed for the purpose of overseeing the improvements on your property?—Since 1857. Previous to that I had a man who lived upon the estate that I purchased from the Rev. Mr. French, in the parish of Killery. I had a tenant there who was competent to look after it. When I purchased, in 1857, the estate of the late Daniel Jones, of Carrowntober, I found part of the property without houses, except a few on the road, and no reclamation of bog. They were bound by their lease to reclaim a rood every year, they did not reclaim three perches, except one man. Then I employed a Scotch agriculturalist, named Alexander Stocks. I had him for three years, as superintendent of roads, making fences, looking after the erection of new houses. I then advertised for an assistant surveyor and agriculturalist, and employed Mr. Horan; and since then I engaged a Mr. Oakes who has had great experience both as an agriculturalist and looking after cattle. I have had him for about eight years. He knew a good deal about the state of the country; he had been with the late Judge Torrens also, employed in the county Wicklow, and in Kerry.

13730. And you have employed him chiefly to look after the improvements of the tenants?—Yes, and to make himself useful as far as people required his assistance to cure cattle, &c. He is as much thought of in Sligo for that business.

13731. CHAIRMAN.—They like to have a man of that kind?—Yes.

13732. And have every confidence in him?—Yes. He is a most valuable man.

13733. The O'CONOR DON.—Can you give us a statement of the amount you have spent within the last twenty years on improvements?—£8,000. Three schools of which I am patron, under the National Board, cost £2,000 I think, besides I give a gratuity every year to the teachers for good conduct. I build houses for their accommodation, rent free, and I give a farm of two acres for agricultural purposes.

13734. Do you think, as a rule, that the landlords in Sligo spend a good deal in improvements on their estates?—I think so. If you look about the country where they are, you will see a great deal of improvement, and going through the country you can tell whose the property is, by the appearance of the houses and gates.

13735. Do the tenants make much improvements?—Some tenants do, those who have confidence in their landlords.

13736. Of what character chiefly?—If they want offices they build the walls, they make fences, and if they were better made in many instances, it would save a great deal of annoyance at sessions in trespass cases. The habit of gravelling the land is done away with.

13737. Mr. SHAW.—Limestone gravel?—Yes.

13738. The O'CONOR DON.—That has been done away with?—There has not been a ton of it put out for the last twenty years.

13739. What do you attribute that to?—The disinclination of the people to take the trouble. It is an old saying, "If you put down lime it will serve the tenant, if you put down gravel it will serve the landlord."

13740. Mr. SHAW.—It is small enough for putting out on land?—Yes; when the turf has been cut, they then dig pits along, about eight or ten feet apart and three or four deep, and scatter the gravel over it, and let it remain for a year or two in that way until it gets into the soil.

13741. CHAIRMAN.—Then do you think it is a feeling of want of security that has led to their not

doing so?—Formerly it may have been, but I don't know at present that the people would work upon it.

13742. The O'CONOR DON.—Do you think it repays the people in a certain number of years?—No doubt it would, and if they were employed by labour and paid for it, it would pay the owner of the land.

13743. Is it the practice in this part of the country to give land to a tenant at a nominal rent, on the condition of his reclaiming it?—I have heard of it. I know that between Lord Harlech and myself, we have made a large mearing, and I got a great quantity of limestone gravel thrown up and put upon it, and I told the tenants they had better put out the gravel and I would pay them a consideration for their labour, they thought it was too difficult, and did not do it, and it remains there still in large heaps along the river.

13744. CHAIRMAN.—They thought it too hard?—Yes, my lord.

13745. The O'CONOR DON.—Do you think it would be fair to charge an increased rent upon land improved in that way by the tenant?—I think the tenant ought to be compensated for his labour, and he has also the benefit of the crops for a certain time, but then I think that between the landlord and the tenant—(I will give you a commercial view of it for I have been accustomed to that) it is like a joint stock company between them, you have the plant, you work it, and have the benefit of it, but ultimately I think I ought to have participation if you are going to sell it, in the interest derived from it.

13746. Have you had many cases of ejectments?—All the ejectments I have had since 1850, amounted to about five.

13747. CHAIRMAN.—For non-payment?—Yes; and in three of those cases I paid the woman and her family although owing me three year's rent, I paid their passage to America and gave them some money; they were going to their relatives. One poor man went to England. His rent was only £1 5s., and when he would not come home I had an ejectment issued. I said to the parties, "I will give you something, and save me the trouble of going into court."

13748. Have you had many cases brought into the Land Court?—None.

13749. Were your rents paid last year?—They were pretty well paid; 25 per cent. I allowed to the ordinary tenants and 15 per cent. to those who hold leases, and from some of them I have got no money at all, so we must bear with it, until we have a better state of things if possible.

13750. I think, Mr. O'Connor, you have something to say about emigration?—Yes. Last winter, I was written to by a correspondent of the *New York Herald*, to whom my name had been given, as knowing something of the country. I wrote to him that my knowledge of the country was such that every fourth year there was periodical want in the poorer districts where there was a great population, and I thought if possible one of the remedies we should apply would be to encourage emigration, to pay their way out, sending first as the Germans and Norwegians do and select a site to put them on, and then to send them out.

13751. Mr. SHAW.—In families?—Yes. I have been a vice-consul for Norway and Sweden for some years. They sent out first agents to select localities, and after that was done, they got their families to go out and sent their pastor or minister with them; the same thing can be done with our population, and I regret that those who don't view the case fairly should not endeavour to improve their condition. When a man has only four or five acres of ground how can he support a family of (on an average) five grown up boys and girls? There is no employment for them, no means or manufactories.

13752. You think there are portions of Sligo and

Donegal where the people if they had no rent to pay could not live in comfort on their holdings?—Decidedly. Formerly you would see hundreds of them going by train to England to work during the harvest months, and perhaps they would bring home £3 or £4, and they had to pay for what their family consumed during the time, and a little rent for their holdings, and during the winter they had nothing to do, no employment. So the only course I see is, if the Government would take up that question of emigration.

13753. There is no employment for the people in this country?—No, sir.

13754. On their land or elsewhere?—No, there is no employment for them, and they are open to everything that occurs to disturb their minds. When a young man grows up what can he do? There is no room for him, and no employment; the daughters are the same. My view of the case would be that the Government ought to lend some of the money belonging to the Church Surplus Fund, which we all paid, and appropriate it by a loan at a very low percentage to the owners of the land, upon which those people were, and to apportion the interest of it over the land, to pay it back by degrees, by that means you would improve the condition of those who remained and make them more content, and you would certainly make a provision for the others in a better country.

13755. CHAIRMAN.—For emigration is that?—Yes; for emigration purposes.

13756. Mr. SHAW.—You would lend the money to the landlord?—I would lend it to him and make it a tax upon the country, but not coerce the people to emigrate, for I think they would be very glad to go if there was a proper arrangement made for settling them in Canada, the United States, Australia, or any of those colonies, and they would be able to take away the surplus of the growing up population in order to be a tie for them to go, and you would not have an overgrown population without having anything for them to do.

13757. The O'CONOR DON.—And you think this could be made a charge on the land on which they live?—I think so.

13758. Mr. SHAW.—You think it would be worth the money to the landlord and everyone?—Yes; worth the money to the Government and the landlord, and the country, and it would improve the condition of the people left behind. If a man has four acres, he cannot live, give him twenty or twenty-five, and if he is an industrious man, he can support his family.

13759. Your name was mentioned yesterday, by one or two witnesses, Michael Jordan, stated he was a tenant of yours, and that he complained of his rent being too high, and that it was raised 7s. an acre?—I don't know. I left the arrangement of the rent to Mr. Robinson, my agent then, and that is twenty-seven years ago, in 1853, and there was no alteration made in my rents since, to any tenant. And as you mentioned that name, I wish to express my views of the necessity of having some legislative enactment against tenants allowing weeds to grow on their farms, for that man's farm is full of thistles, and they are scattering over neighbouring farms. His father was an honest man, he is dead. And his mother, by my rule, is the tenant. I made it a rule, that as long as the father or mother lives, I recognise them as tenants.

13760. There is another case of a man, of the name of Devany, who states also that his rent is extremely high, and that he would not take a lease for ever, at his present rent?—As far as Devany is concerned, he has a very small holding from me, about three and a half acres Irish. Last year there was a neighbour of his, named Patrick Jordan, who could not pay his rent, and wished to quit the farm, and Patrick Devany, came to me, and said, "I would like to get that farm of Jordan's." I said, "I would be very glad you got it, because your farm adjoins his, and I would be very

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glad you would deal with him." But Jordan, dealt with a Mr. Connolly, who gave him more money, and got his place.

13761. You allowed this man to sell?—I allowed him to sell.

13762. Was his rent rateably as high as Devany's?—Fully, if not more, because Devany, has the convenience of the road, it is opposite to his door.

13763. It is quite close to the town?—It is within the municipal boundary. I look upon it as a town-park, and if he were to sell it to-morrow, he would get five or six years' purchase. I would mention that as far as tenants demanding land, I only regret I have not more land to give them, for I have frequent applications.

13764. Would you be willing to give five or six years purchase, if he gave it up?—I would, and I would soon get a tenant for it, that would take it at his rent, and pay the difference.

13765. And you don't consider the rent high?—I don't at all consider the rent high.

13766. And it has not been altered for twenty-seven years?—No, I made no alteration since I bought it in 1853.

13767. Is there any other points you would like to make any remarks upon?—There are some things connected with the valuation. I was induced fourteen years ago, by the tenants on the Savage property, to buy it, that they might become my tenants. Mr. Savage, advertised it for sale, and I went and looked at the place, and asked the tenants, "Are you able to pay this rent," they said, "We are, and will always be able to pay it." I said, "Don't make that promise to me, because I would be disposed to comply with your wishes to purchase it, although Mr. Savage wants more than I think it is worth." They said, "We will always be able to pay," and I said, "Will you take a lease of it, for twenty-one or thirty years." They said, we will take thirty-one years. I purchased the property for more than it is worth, £7,600, and his rent was only £349 or £350; while my rent now is only £314. So that I had only 3 per cent. for the interest on my money.

13768. You reduced the rent?—I reduced it down to £314. I have made 320 perches of road through it, I have given every facility to them that I could. The only fault I found was, that one poor man subdivided his land—he had two daughters, and they

married two sons-in-law—on a small holding, keeping an acre to himself, and they are the only poor persons I have on it. He is dead, and one of the sons-in-law is dead, and he had not paid rent for three years, so that if we could prevent subletting, it would be a great advantage to the people and the country. And there is a great question now, as to peasant proprietorships.

13769. Have you had any opportunity of seeing how that worked, have there been any purchases in the neighbourhood?—I have not heard of any. Peasant proprietary is a good thing. I wish they were all peasant proprietors, if they had means to live by it; if you don't give them means it will only make the country worse, but if you give them a good farm with opportunities for paying interest to the Government, they could not do better than adopt that plan.

13770. CHAIRMAN.—You have laid out a great deal of money upon your property in that way?—I have.

13771. Are you satisfied with the result?—Quite satisfied with the result, provided the people are satisfied.

13772. And are they satisfied now generally?—Not lately; if the land is to be their own they cannot be satisfied to pay rent for it.

13773. But was there any feeling of that sort until the bad seasons came?—I did not hear anything of it until it commenced last year.

13774. Was not that the worst of the bad seasons?—It was. I communicated my views to the Government in November. I have not the honour of being acquainted with the gentlemen connected with the Castle, but I wrote to Mr. Brett, who has great experience in these matters.

13775. Is that Mr. Brett, the county surveyor?—Yes. I wrote to him to urge the Government to employ the people on their own holdings, and when their holdings were put in good order to hold them on and give them the means that would otherwise be given them by donations; I urged that strongly. It was not attended to or you would not have had so much disturbance through the country; it would make the people independent in their way. They are a fine people if they were let alone, the finest, I think, anywhere, with the strongest feelings of gratitude if you do them a kindness.

The witness then withdrew.

Rev. EUGENE M'KENNA, C.C., Enniskillen, and Mr. JOHN MARTIN, Lisbellaw.

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and Mr. John
Martin.

Rev. EUGENE M'KENNA examined.

13776. CHAIRMAN.—You are the Catholic curate of Enniskillen?—Yes.

13777. Are you acquainted with the peasantry in the counties Monaghan, Tyrone, and Fermanagh?—Yes.

13778. And with the relations that exist between the landlord and tenant in those parts of the country you are acquainted with?—Yes, pretty fairly.

13779. With the parish of Dromore, county Tyrone, and Enniskillen, you are more intimately acquainted?—Yes.

13780. In any part of that district does the Ulster tenant-right custom exist?—Well, a certain custom exists on some estates, but it is generally accompanied with conditions, raising of rent on the occasion of a sale, &c.

13781. Conditions as to the selection of a purchaser?—Yes.

13782. Mr. SHAW.—And as to the price of the tenant-right, do they fix the price?—On some estates they do, and on some estates they have not the right of sale at all.

13783. In Fermanagh?—In Tyrone and Fermanagh also, and, moreover, there are some estates in both Tyrone and Fermanagh that I am acquainted with,

and the tenant-right of the farm, if sold to-morrow, would not be worth a farthing. I know, for instance, a farm in Enniskillen parish, and the tenant was evicted for either two or three half-years rent, and he got £4 or £5 for giving up possession.

13784. Was he allowed to sell if he could?—Well, I am hardly able to say that, but I heard a neighbour of his say that no one bid a farthing for it.

13785. The rent was high?—The rent was so high.

13786. It had been raised lately, the rent?—I don't know, the same landlord has forty tenants; he has one farm which was set some twenty-eight years ago for either £15 or £16 rent, and the present rent is £48 10s.

13787. CHAIRMAN.—What is the name of the landlord?—Dr. Collum, a medical doctor, living in London, I think. I have in my possession (produced) a copy of the lease given to a tenant of his, Patrick Shannon, Cavanacarragh, barony of Tyrkennedy, county Tyrone.

13788. Was there anything in the lease that you want to notice?—Yes, I have a copy.

13789. Is it a clause as to not taking advantage of the Act of Parliament?—The lease is a lease of part of this original farm that was set for £15 or £16, the rent now is £34. There are two other holdings making

up the original farm, one £8 and the other £6 10s. This lease was given in 1875, and it obliged the tenant to build a house of certain dimensions, slated according to a plan approved of by the landlord; the landlord, however, was to give £5 for each year of five years to help to erect the buildings, but if the tenant would not erect the buildings within a certain time, then, at the expiration of the lease, thirty years, he was to be fined £150, and he was to forfeit all right, by all laws, past, present, and future, and surrender the farm to the landlord.

13790. Mr. SHAW.—That is on the lease?—The word “present” may not be in it, but that is the meaning.

13791. CHAIRMAN.—This was on the renewal?—There was not a lease before.

13792. Mr. SHAW.—And the farm was divided?—The farm was divided, and I was showing that it was raised from £16 to £48 10s.; also the tenant is obliged to pay all taxes, including county cess, and least the tenant might not be sufficiently secure, there were two other securities beside the tenant to carry out the arrangement—two other securities, and they and their heirs and executors were bound to pay this £150. Also another clause, if the rent would not be paid half-yearly, on the 1st of May or 1st of November, or within thirty days of it, there was £5 added as a penal rent, and at present the man is processed to Enniskillen for £34, together with £10 penal rent, and he is bound in the lease to take the two other holdings if these two men be unable to pay their rent—he is bound to take the whole farm at the full rent.

13793. CHAIRMAN.—Is this in a district where tenant-right exists?—This is a part of Lord Belmore’s original estate, sold in 1852 and 1853.

13794. And is that a tenant-right county?—It was originally understood so.

13795. Is there any clause in the lease as to tenant-right existing at the end of the lease?—Yes, the lease debars the tenant from any right by virtue of any law past or present.

13796. Mr. SHAW.—Is it near Enniskillen?—Within three miles.

13797. Is there any reason for this increase?—Improvements by the tenant. The land was wild, and it was unimproved land, and two or three previous tenants had been forced to surrender. He reclaimed a great deal of land, and hence the rent was raised.

13798. This man improved his farm very much, I suppose?—Perhaps he is not long in it, because it has changed hands often.

13799. Was the entire rise of rent put on in 1875, or had there been a rise before?—There were several rises.

13800. The O’CONOR DON.—What rise was put on in 1875?—I think it was about £35 then, but six years before that again it was only £30, and then £20 six years before that.

13801. The rent reserved in the lease, I see, is £34?—Yes, but the rent of the whole farm is £48 10s.

13802. CHAIRMAN.—And this lease he was obliged to take if he remained in the holding?—Yes.

13803. Mr. SHAW.—Did he take the lease?—Yes; the poor man did not understand the lease, and I am sure he would leave the country now but for his friends being bound. He wrote two or three letters to the landlord asking him to take it off his hands, and he would pay up every penny due.

13804. CHAIRMAN.—Where does the landlord live?—Sutherland, Surbiton in Surrey, I now learn.

13805. Who is the agent in Enniskillen?—Mr. Burke.

13806. Mr. SHAW.—Are the other tenants similarly situated?—Yes; except that they have no leases, and it is on this estate that the man I was speaking of left, that nobody would give anything for the tenant-right.

13807. When was it sold in the Landed Estates Court?—About 1852 or 1853.

13808. It is this side of Enniskillen?—It is beyond

Enniskillen, in the direction of Lisbellaw and Maguire’s Bridge.

13809. CHAIRMAN.—Have you found, in any case, there has been an inclination on the part of the landlord to do away with the right of sale altogether?—Oh, yes; many of them.

13810. Can you name any particular case?—I can; Mr. Deazley, in the barony of East Omagh, county Tyrone. He also resides in England; his brother is agent for him.

13811. Mr. SHAW.—He purchased it, I suppose, in the Landed Estates Court?—I presume so, in 1852 or 1853.

13812. CHAIRMAN.—Has it been the case on any of the larger properties?—Yes; it is the case on Mr. Irvine’s property in Tyrone.

13813. Mr. SHAW.—He lives in Fermanagh, does he not?—I think so. I know a case where a certain tenant died some four years ago, bequeathing a farm of his to a friend of his, and the landlord would not admit the validity of the will, or the right of the tenant to bequeath.

13814. Was it a relative or one of his family he had bequeathed it to?—I don’t know that he was very closely related, but he was a man who lived with him long. The deceased was an old man, and it was some friend of his who lived with him for, perhaps, twenty years.

13815. The man had no children to leave it to?—No.

13816. Does he give permission to sell on the property?—I am not aware. I don’t know of a case where a tenant did sell.

13817. CHAIRMAN.—Are there any properties in your neighbourhood, of which Mr. Wrench is the agent?—Not that I am aware of.

13818. Mr. SHAW.—You are not near enough to the Brookes’ property?—No.

13819. I suppose tenant-right is admitted on the large properties in Fermanagh, Lord Enniskillen and Erne, and those properties?—I think it is some £4 an acre.

13820. They limit the price?—Yes.

13821. CHAIRMAN.—Those restrictions of various kinds did they exist before the Land Act, or introduced since that time?—I think many of them were introduced since that time. I have heard—it is only hearsay—I have heard it said, before the Land Act, most landlords in Fermanagh had admitted tenant-right, but since it, they do not. And there is another matter too general. They deny the existence of tenant-right, at least, in newly-purchased properties, and then the tenant is not able to defend from court to court; first before the County Court, and then the Assizes, and then, perhaps, to the Court for Land Cases Reserved.

13822. Mr. SHAW.—He submits?—Yes, precisely; he is not able to defend. I knew one case where some half dozen tenants did defend.

13823. Where was that?—It was in East Omagh barony, county Tyrone, in the townland of Drumarret.

13824. What was the result of it; did they succeed?—They did. The Chairman then was favourably-disposed to them, and it happened the judge confirmed the decision of the Chairman, and then they were threatened, or, perhaps, had to go to the Court for Land Cases Reserved.

13825. And it was not carried through?—I don’t remember but they were threatened, I am not quite certain.

13826. But it was an expensive business?—It was indeed, it cost, perhaps, a couple of hundred pounds, it cost a great deal. The tenants four or five in number, or, perhaps, six, assisted one another, and also some neighbouring tenant farmers assisted them.

13827. Was there an ejectment for non-payment?—The case was this. One farmer, whose rent in 1852 was £9 10s., was raised to £24 16s. 4d., and about three years ago there was a new increase demanded, and at the same time they were served with notice to

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quit, but the move, it was well known was to increase the rent. Well, the poor tenants were not able to pay any more, and they refused to pay any higher rent, and that was the cause of their being evicted, and the cause of the whole law suit.

13828. CHAIRMAN.—What was the landlord's name in that case?—Dr. Deazley.

13829. The O'CONOR DON.—And what was the result of the case being tried?—The Chairman gave them tenant-right, some £8 or £9 an acre, and the Judge confirmed the decision of the Chairman, and I was saying that I am not sure whether it went to the higher court, they were threatened with it, and perhaps it did go there.

13830. What was done with the land since?—The land is in the hands of the landlord yet unoccupied.

13831. Mr. SHAW.—They had to go out?—They had, and I know on the same property a man who had ten acres, and surrendered his farm for £20 to the landlord. And I know an example of an increase of rent on the same property: a man who lives on the townland of Corbally, or Knocknahorn, he had four acres of old unreclaimed bog, that he built a house on, and he was paying, twenty-eight years ago, £1 8s. 9d. rent, and his present rent is £8 8s.

13832. And he reclaimed the whole thing himself?—He reclaimed the whole, and he is now evicted for non-payment of rent, either two or three half years, and he proposed to the landlord to surrender his little house and farm, if he would give him some consideration of any importance, and the landlord offered him £2.

13833. CHAIRMAN.—What was the tenant's name?—Bernard Quin.

13834. The O'CONOR DON.—Did he hold under a lease originally?—I presume not, I don't know. But the best of the land was unreclaimed, I believe; and he built a house on it, and reclaimed the land.

13835. CHAIRMAN.—That is Mr. Deazley's property?—Yes.

13836. Mr. SHAW.—Was that increase all at once, or gradually?—I don't know.

13837. CHAIRMAN.—Have you observed, as a general rule, that it is on properties that were lately bought that these increases of rent have taken place?—Generally, it is. I know a tenant farmer who has an excellent landlord, but he is an old man, and confined to his room for years, and the heir is some distant relation, some second or third cousin, and the man does not know how soon the heir may come in and possess the estate, and he does not know what sort of a landlord the young man may be, and hence he does not like to improve, having no security.

13838. Then it is a feeling of insecurity that makes the tenants dissatisfied, and not inclined to improve?—Precisely. I know a man who has a farm convenient to the county-road, between Dromore and Omagh, and it is a large farm; his name is James Wilson; some of the very best land in his farm has commenced to be covered with furze, some five or six acres, and it is believed by the people in the neighbourhood that his object is not to let the farm have a good appearance, lest the rent may be increased. And there are other farms where there are old ridges with heather growing over them, and some of the farms are going wild.

13839. Do you think the tenants are inclined to bear increases of rent on things difficult for them, in consequence of the dread of getting into litigation?—Yes, I think so; and even if they do go from court to court they are not sure of success.

13840. And are the expenses very heavy on them?—Yes, certainly.

13841. Mr. SHAW.—They are an improving tenantry if they had security down there?—I believe certainly that they are naturally fond of improving, but owing to the want of security they are deterred from improving—for instance, I know several men on large holdings of unreclaimed land, and they permit their sons to go to America and Scotland instead of keeping them at home making excellent land of the unreclaimed land, but they dread an increase of rent. I knew a man

in the county Monaghan, I instance this to show the want of security, and how the people dread it.

13842. CHAIRMAN.—Can you give us his name?—Peter M'Closky, Shanmullagh, barony of Treagh.

13843. Under what landlord?—I don't remember the landlord at present. It is twenty years ago perhaps, and I was not much in that country since. I remember his building, an excellent country-house, slated, and it was built on a sort of eminence, seen by the whole country round, but I remember the people saying "this man is acting very foolishly, he will have his rent doubled, and the rent will be doubled on the whole of us because it will be said that we can pay a higher rent," I instance that to show the people are afraid to improve.

13844. Mr. SHAW.—And don't like to see improvements in their neighbourhood?—Yes, I know a man, John M'Kenna, he rebuilt his dwelling-house and offices, and he was afraid to slate them or to raise them sufficiently high lest the rent would be increased largely; his house is in a very sheltered place, and it is very troublesome and expensive to him to keep it thatched.

13845. And he could afford to slate it?—He could and build a much better house, but he was afraid.

13846. CHAIRMAN.—You think they are afraid of being considered prosperous and rich for fear of having the rents raised?—Precisely.

13847. And therefore they don't go into such improvements as they otherwise would do?—Not only that, but they are anxious to have the land appear badly laboured and perhaps the head of the fields not laboured at all and the crops not appearing very well.

13848. The O'CONOR DON.—In the case you previously quoted where the men did make the improvements was the rent raised?—That has escaped my notice, I only remember the impression made on me at the time, I don't remember that particular.

13849. Mr. SHAW.—You remember the feeling created in the district?—Precisely.

13850. CHAIRMAN.—Is it your opinion that if the people could only believe that they were fairly treated that they would be as loyal as their Irish brothers in Canada?—I believe they would, I know the people well, I believe they are honest to the heart's core, and peaceable and law-abiding, and it would be for the interest and the peace of the country, and it would strengthen the Government, and make the people peaceable, and orderly if they had security. I believe that, I feel convinced of it, I know the people well, that they are honest to the hearts' core, and law-abiding. I have been on the continent, in France, and different parts, and I don't believe there is on the face of the earth a more law-abiding people if they had security and protection.

13851. Have you had any instances of men who have purchased their own holdings in the country you know?—Not much. I know some in the next parish, but the circumstances were very peculiar. The poor people had to borrow money in some cases.

13852. Was it Church property?—Church property. I don't know much about it. The general impression is they are anxious to improve and drain, and fence their land and rebuild. They have not had much time for that yet, but they improved a great deal, and each farmer who get unreclaimed land tried to improve a part of it.

13853. But the great difficulty was to find money to buy?—Yes, and perhaps some of them had to borrow from usurers and pay high interest.

13854. And if they could get it at a moderate interest you think they would be fairly well off?—Certainly.

13855. Do you know the size of the holdings that they purchased?—About ten or twelve acres.

13856. How many were there?—On this townland I suppose there were fourteen or sixteen.

13857. Had they generally any means of living except living out of the land?—Not that I know of.

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13858. Mr. SHAW.—Is that in Tyrone or Fermanagh?—It is Fermanagh.

13859. The O'CONOR DON.—They were not better off than the ordinary class of tenants holding the same sized farms?—They were not. I remember a case on another property; the landlord is Mr. Darcy Irvine, he has some little property in the parish of Dromore, county Tyrone; he raised a tenant from £9 10s. to £20. His other tenants are similarly treated.

13860. Was that on the dropping in of a lease?—I did not hear that. But the tenant said to the landlord that he would not be able to pay the rent, that he would have to leave the country, and the landlord replied. The meaning of the words was that the higher you are rented the harder you will work.

13861. Mr. SHAW.—The landlord said?—Yes; those were not the words, but the meaning of them. The like of that is talked of among the farmers, and that produces a bad impression.

13862. CHAIRMAN.—What was the name of the tenant?—Michael M'Loughlin, Dooghrock, East Omagh.

13863. Were there any other farms raised on the property?—Yes; I only instance one out of twenty or thirty. With regard to Mr. Deazley's property, he purchased a townland about five years ago; he raised one farm, I remember, of eight acres from £8 to £16.

13864. Mr. SHAW.—Without the calling in of a lease?—I don't know about that.

13865. You don't know the farm?—I know the farm well, and the poor man.

13866. It was a very extraordinary increase of rent?—It was.

13867. For there was no special reason for it?—I don't know. Well, I know another case in the barony of East Omagh, where a tenant paid twenty-five years ago, at the time of Griffith's valuation, I think, about twenty-five years ago, and he paid then £5 as his rent. And it was raised a few years after to £9 14s.; and then in 1868, a little before the last Land Act, it was raised to £19 10s.

13868. The O'CONOR DON.—How many acres of land had he?—About thirty-five years ago there was only about three or four acres of it reclaimed. I think there was a large tract of wild land attached—there must have been.

13869. Mr. SHAW.—Did he reclaim it?—Yes.

13870. CHAIRMAN.—What is his name?—Michael M'Caughey.

13871. Mr. SHAW.—Was that the same property?—No, a Captain Storey.

13872. The O'CONOR DON.—Do you know how many acres there is now of reclaimed land in it?—I am not sure of the particulars.

13873. Mr. SHAW.—But the tenant did everything?—The tenant did everything.

13874. The O'CONOR DON.—What is the valuation, do you know?—I presume, on account of the £9 4s. rent being added at the time of Griffith's valuation, that that was the valuation. And then when there was an appearance of the Land Act in 1868 he raised it £19 10s.; and I know a case where a landlord of the name of Hamilton Scott, in the parish of Dromore, purchased some little property, some three or four townlands. There was one farmer who held a farm at the time that Mr. Scott purchased these townlands, his rent was £17, and that farm is now divided into four, and the rent is £75.

13875. CHAIRMAN.—What became of him. It was not divided by himself among his family?—No, indeed. The tenants were chosen by the landlord; one of them was a man of the name of Brien, the other was named Fleming, and there were two others.

13876. And was he evicted—the old tenant?—I am not able to say.

13877. The O'CONOR DON.—You don't know whether he sold his interest in it, did he?—I don't know that, but I know that the landlord did not permit a farm to be sold, except perhaps lately.

13878. And you don't know whether this man who

came in paid anything for coming in?—I don't know that.

13879. Were they new tenants, who had nothing to do with the land before?—I think there was one, or perhaps there were two, that were living on the farm as cottiers.

13880. And they got some land, did they, when it was divided?—I don't know the particulars, except this, that the original rent of the farm was £17, that the present rent of the same farm is £75, and that there was one, or perhaps there were two, of these at least that lived on the farm as cottiers.

13881. And you don't know what they paid as cottiers for the land they held?—I don't. I know there is a tenant on the same property was evicted for non-payment of rent, and he got from the landlord permission to sell, although it was not his custom; he was anxious to get a tenant, and no man would give anything for the farm.

13882. Mr. SHAW.—It is standing there?—It is standing there.

13883. The rent's too high?—Yes.

13884. The O'CONOR DON.—On the same property?—On the same property, the next farm. I think it adjoins the original farm held by Patrick M'Cusker for £17.

13885. CHAIRMAN.—Are there many cases where labourers are on the farms under the tenant-farmers?—There are.

13886. And are they usually paying rent, or are they put into a house as part of their wages?—Generally in wages they pay their rent.

13887. Are the labourers pretty well off in those parts of the country?—Some of their houses are very damp and bad.

13888. As a general run the houses are bad?—They are.

13889. Are they old cabins?—There are some of them new and some of them old; but there is one feature that is universal, for generally they are very damp and very cold in the winter.

13890. It is a wet land?—Well, that part of the country is generally damp.

13891. Do they generally have their bit of land-garden with it?—In many cases they have not any, but in some cases they have, perhaps, half-an-acre.

13892. Do they give them a space to put manure on?—They do generally.

13893. Changing it about from year to year?—Precisely.

13894. Are there many of the labouring classes, holding under landlords, the owners of the property?—I don't know of any.

13895. Are the labouring classes pretty well satisfied with their condition?—They have bad houses. Of course, with regard to the labourers, I should have said many of those who have farms send their sons to labour to their neighbours, and in that sense there are many.

13896. The O'CONOR DON.—I want to ask you a question about the first case you mentioned. The lease made to this man Shannon was made, I see, in 1875?—Yes.

13897. Has he built the house to which you referred?—He has not yet.

13898. And, according to the terms of the lease, if he had not built it within three years he was to forfeit £150?—Yes.

13899. Has the landlord enforced that penal enactment against him?—I read the lease, and I understood it was at the end of the lease he was to enforce it.

13900. CHAIRMAN.—He contracts to do it within three years, but the penalty is not to be enforced until after thirty-one years?—Yes.

13901. Mr. SHAW.—And he has securities as well as the tenant?—Yes.

13902. The O'CONOR DON.—“If the said Patrick Shannon shall not build the said house within the time and in the manner above mentioned, he shall thereupon forfeit and pay to the said Robert Collum

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the sum of £150?"—I consider "thereupon" refers to the end of the lease.

13903. Mr. SHAW.—At all events, he can select the time himself?—Yes.

13904. The O'CONOR DON.—He has not, at all events, put that into force?—Not yet.

13905. I see that the clause that you object to, or that the tenant objects to, about not claiming under the Land Act is to the following effect:—"That at the end or termination of the said demise the said Patrick Shannon shall not make, have, or be able to sustain any claim under the present or any future Land Act, for tenant-right, disturbance, or improvements, as this lease is granted without fine, upon the express condition that no such claim shall be made or sustained." That is the clause you referred to?—I think so.

13906. Mr. SHAW.—But you contend the increase of rent is a fine?—Yes. At present he is processed for £44, the year's rent, together with £5 for each half-year.

13907. The O'CONOR DON.—This holding is a holding under £50 valuation?—Of course it is.

13908. Can you tell us what the valuation is?—I cannot; but I presume it is, perhaps, half the rent.

13909. You don't know?—No.

13910. The land must be very poor land, for it is thirty-one acres and three roods?—Perhaps of the thirty-one acres there were not six acres, thirty years ago, reclaimed at all.

13911. Mr. SHAW.—It is coarse, boggy land?—Yes.

13912. The O'CONOR DON.—But you are aware, of course, that these provisions in the lease, the holding being of a less annual value than £50 are not binding, the tenant cannot contract himself out of the Land Act unless his valuation is over £50?—I did not know that.

13913. You told us in the beginning that the original rent of this was, I think, £16?—£16 or £15.

13914. Do you know when that rent was fixed?—This part of the estate was sold in 1852 and 1853, and I don't know when it was fixed; but at the time of the sale of the estate, that was the rent; the tenant was paying that rent at the sale of the estate.

13915. But you don't know how long before that rent had been unchanged?—I don't, indeed.

13916. You don't know whether it was not an old lease—perhaps seventy or eighty years—in being?—Well, no; it would appear it was not so old, because, on the occasion of the first rise of rent, it was only £20, and the next time it was raised from £20 to £30, and he considered then it was not worth much more than £15 or £16.

13917. You don't know what the rent was when Lord Belmore sold the property?—Yes—£15 or £16.

13918. And all the increases since have been made by Mr. Collum?—Yes.

13919. Mr. SHAW.—He is an Enniskillen man, is he not?—Originally. There is one thing with regard to Mr. Collum that it would be well I mentioned. There is a townland named Derryharagh (?), convenient to Enniskillen, and it was purchased by Messrs. Collum, on the occasion of the sale of the same estate, about 1852 or 1853. The townland consists of above 100 acres, and at the time of the sale it was occupied by tenants; all except about ten

acres set as town parks; the rent was raised, and all the tenants gave up their holdings—except one, who held four acres; the name of that tenant is Francis Lightly; his rent at the time of the sale was £10; in some few years after it was raised to £12 6s., and again raised, after some ten or fifteen years, to £14, and, about twelve months ago, the landlord sent the tenant a letter demanding an increase of rent to £22 16s. 3d. I have the original letter (produced), which can be left with the Commissioners. The tenant refused to pay that rent, and he was noticed to quit, and he claimed compensation. The place was left to arbitration by the County Chairman; but those appointed to arbitrate were a Mr. Collum, to whom the tenant did not object, because he was a good, kind landlord, but there were two others appointed to assist in the arbitration, to whom the tenant objected—one of them was the agent of Lord Enniskillen, who is known to be averse to anything like tenant-right or compensation, and the third one was Mr. Frith, J.P. About twenty minutes after the Chairman left the case to arbitration, the tenant met Mr. Frith, and Mr. Frith said: "We have you now in our power, and we will keep you so," which caused the tenant to—. At all events, the tenant did not leave the case to arbitration.

13920. He refused to go on?—Yes; it shows that the tenants frequently—perhaps generally—do not like arbitration.

13921. Did the County Court Judge appoint all the arbitrators?—He did; but, at all events, the tenant would not accept it.

13922. The tenant did not appoint one, and the landlord one?—No.

13923. Then it was not arbitration, in the strict sense of the term?—No; I instance that to show that the tenants generally do not like arbitration.

13924. If they could appoint their own man, perhaps they would?—I think they would prefer the Government to arbitrate and settle the question.

13925. The O'CONOR DON.—What was the result, then, where the tenant refused arbitration?—The case of this Mr. Lightly was: he had about four acres, and he improved it very much; he had three cows and some young cattle, and he bought a great deal of hay, and he happened to have a slaughter-yard, and a great deal of blood and manure was then taken up by boat to his little farm, so that there was a great deal of manure and a great deal of time and labour spent in enriching the farm.

13926. Mr. SHAW.—And he made it a very good farm?—Yes, excellent land, because the quantity of manure was extraordinary.

13927. The O'CONOR DON.—What was the result—did he hold the farm at the increased rent or give it up?—He gave it up.

13928. And what was he paid—did he get any compensation?—He did. He got £75 compensation, but the quantity of manure put on every year was wonderful. He paid half-a-crown a day wages to five or six men every week of twenty-four or twenty-six of the year, on an average, to draw up the farmyard manure and the blood to this little farm of his.

13929. Do you know what was done with this little farm since?—Nothing yet; I think it will be set as townparks; so the landlord intends.

Mr. JOHN MARTIN, Drumlone, Lisbellaw, examined.

13930. CHAIRMAN.—You are a tenant-farmer?—Yes.

13931. And you also own flax, corn, and saw mills?—Yes.

13932. How much do you hold?—I hold about sixteen acres altogether, in two holdings.

13933. They are under different landlords?—Yes.

13934. Who are the landlords?—Where I reside the landlord is the Rev. Edward Denny; and Mr. Johnston, of Snowhill, is landlord of the other.

13935. I will take you at once to some cases that you specially mentioned, that we would like to get upon the notes, and the first is as to the rules on Mr. J. G. V. Porter's property?—Yes. He allows sale under certain conditions, free sale by auction; but the conditions fetter the sale very much.

13936. What are the conditions?—He sends out an architect to look at the premises, and he draws up a specification stating what repairs or improvements are

necessary, charges £1 to the tenant for that, and the incoming tenant is bound to make these improvements.

13937. Do you think they are unreasonable requirements?—I think so.

13938. That the improvements mentioned by his architect are not necessary?—It is considered very unnecessary by the tenants—that he is wishing to improve his property far more than there is any necessity.

13939. Does he also on changes of tenancy raise the rent?—Sometimes. I know one case where the tenant has emigrated to New Zealand, and he increased the rent by nine pounds before he would permit a sale.

13940. Is any increase of rent given notice of before the sale?—Yes, sir.

13941. So that reduces the price?—Yes; but that sale occurred at a time when the people were almost land-mad, and he got a very good price, notwithstanding £9 increase of rent.

13942. The O'CONOR DON.—On how much?—About forty acres, I think.

13943. CHAIRMAN.—Then, on Sir Victor Brooke's estate, you say, there is a custom there upon the appointment of arbitrators?—Yes.

13944. To settle the price the incoming tenant is to pay?—Yes.

13945. How is the arbitration settled?—Mr. Wrench is agent, and he appoints an umpire, and the outgoing tenant appoints one, the incoming tenant another arbitrator, and they agree upon a purchase.

13946. Then, the selling tenant has not any voice in the appointment?—Yes.

13947. Do those two name an umpire if necessary?—I am not very sure about that.

13948. Mr. SHAW.—I thought the landlord named the umpire, and the two tenants the arbitrators?—I did not hear that.

13949. CHAIRMAN.—We had it from Mr. Wrench that the tenant named one and the purchaser another, and if they differed, he named the umpire?—Well, I am not familiar with that property, but I know they had a great difficulty in getting a tenant where the tenant had emigrated.

13950. Can you say how long that has been the rule on that property—is it lately introduced?—I have not heard of it. It is considered landlords are introducing more stringent rules since the Land Act.

13951. Without going into particulars, you say that that is a general idea that the landlords are doing so?—Yes.

13952. You express an opinion in these notes that all estate usages ought to be abolished, and one general rule framed to apply to the whole country?—Yes. The County Court Judge has expressed himself several times as to the anxiety of the landlords to get rid of the provisions of the Land Act.

13953. You say your reason for this is that the tenants will submit to any exactions rather than leave their holdings?—Yes.

13954. Can you give cases to prove that?—Yes; here is a case I took a note of:—The townlands of Curren and Coolnagrane, belonging to ——— Darcy esq., are bought by Mr. Hurst in the Landed Estates Court, occupied by nine tenants; the rents had been raised some fifteen years previous to the sale from 25s. per Irish acre to 28s., at the same time all reclaimed bog was measured into farms, and the same rent charged by the acre for reclaimed bog. After the sale to Hurst he raised the rents, with three exceptions, 5s. per acre, at the same time causing the tenants to sign an agreement binding them to pay the additional rent in full, without any deduction for present or future taxes, also to keep the farms and houses in perfect order, and to reside permanently on the land. I have a copy of that agreement to one of the tenants:—

“Memorandum of agreement entered into this 24th day of April, 1874, between George Hurst, of Drumderg, in the county of Fermanagh, esq., of the one part, and ———

——, of Coolnagrane, farmer, of the other part, whereby the said ——— agrees to pay the said George Hurst the increased yearly rent or sum of £29 9s. 6d. in the place and stead of the former yearly rent payable by him in respect of the lands of Coolnagrane, and said increased yearly rent to commence and be payable from the 1st day of May last, and the said ——— to continue on as yearly tenant to the said George Hurst, in respect of said lands at said increased yearly rent, which shall be payable, half-yearly, on every 1st day of May and 1st day of November, the first payment of said increased rent to be made on the 1st day of November, 1873, which increased rent shall be payable, clear of all existing and future taxes, rates and outgoings, save such as are usually defrayed by the landlord, and the said ——— hereby further agrees to reside permanently on said lands, and not sub-let or con-acre the same or any part thereof without first obtaining the written permission of the said George Hurst, and he further agrees to keep all houses, fences, gates and farm roads in good farm like order, repair and condition.”

13955. The O'CONOR DON.—When was that made, is it since the passing of the Land Act?—Oh, yes; 24th April, 1874. The tenants at first refused to sign the agreement, then they were served with notices to quit; they complied, and were then charged £1 each for the notice and agreement. One of the tenants, James Beatty's, valuation was £35 10s., rent £46 16s., size of farm 29 acres 3 roods. I know another of the tenants in Coolnagrane who was raised £11, though his rent was sufficiently high before.

13956. CHAIRMAN.—Then you think the landlord having the power to evict, if the tenant does not comply with the rise of rent, the tenant ought to have the right of surrendering his farm to the landlord, if he considers the existing rent too high, and then obtain full compensation in the County Court?—Yes.

13957. At present he only obtains compensation for improvements?—He has not the right of surrender at all; if the landlord raises the rent he totally absorbs all his improvements.

13958. He does away with the tenant-right? Yes; but the landlord can raise the rent.

13959. But if he surrenders, and the tenant-right has been reduced by increases of rent, you would say he would get nothing for his tenant-right?—No.

13960. But then he would be able, if he chose, to go for improvements?—I don't think he would be sufficiently compensated.

13961. You think he ought to get the full value of the tenant-right, exclusive of the proposed rise of rent? Yes; if there is not some check put on the rising of rents, the tenant-right will be entirely absorbed.

13962. Then you say that there is no desire at present to get leases, one objection being the necessity of making a new bargain on the fall of a lease?—Yes.

13963. And also a doubt whether tenant-right would exist at the close of the lease?—Yes.

13964. Then is it your opinion that the rents generally through the country that you know are high?—They are high, with the exception, perhaps, of Lord Erne's estate, excepting where there are old leases, and they are threatened to be raised very much by some landlords.

13965. What district do you speak of specially?—The district between Lisbellaw and Brookborough; it comprises Mr. Porter's, Mr. Denny's, the Rev. Mr. Hall's, Colonel Irvine's, and Mr. Hurst's properties. I am tolerably familiar with these properties.

13966. Is it on any of these properties that notices to quit were served to increase the rents?—Yes, that is Mr. Denny's, he is my landlord, and I suppose I have laid out £1,000 to improve my place, and there is a notice I received in common with the other tenants (produced).

13967. That was served April, 1879?—He has not proceeded with any of those notices.

13968. Was that in consequence of the bad times?—Yes.

13969. The O'CONOR DON.—Is that a notice to quit?—Yes, but the object was to increase the rent. I had a low rent and it has been doubled since the fall of the lease.

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13970 CHAIRMAN.—Do you know of any cases where the tenants were compelled, by fear of eviction to sign agreements they did not approve of?—Yes; this (produced) is an agreement that was signed that way.

13971. Is there a general custom of the running half year through your country?—It was general, but it has been taken up. It was on the Coalbrook estate and the property I reside on, and it has been taken up on both. I heard great complaints from the Coalbrook tenants about taking it up.

13972. Was that taken up on a change of tenancy?—No, taken up generally on the estate about four years ago.

13973. I see you say that since the Land Act tenants have had a distrust as to making improvements?—Yes, a very great distrust.

13974. They are afraid that their improvements may cause a rise of rent?—Yes. Now, I built a house myself, that I would not build at present. There was great confidence on the property I live on at one time, and I built an excellent house about twelve years ago.

13975. Did you get any assistance from the landlord?—Not one farthing, I did not even get stone on the land. I built it of cut stone and brick.

13976. The O'CONOR DON.—Have you not more security now?—No, I don't know that, perhaps the nature of my property would exclude me—my principal property is in mills.

13977. CHAIRMAN.—Did you build the mills?—I did. I can give you a case in point, I took a note of it. Alexander Livingstone, a young man, has a farm under Mr. Denny, and he was asking my advice about roofing with boards. I advised him to slate his house, and make a permanent job of it, but he said he would not, because he was afraid, at the fall of the lease, he would not continue on, as he would prefer emigrating to being rack-rented.

13978. Do you think that is a general feeling among tenants who would otherwise improve?—I think it is, it is a feeling I have strongly myself.

13979. You were going to mention the case of your mill, I see you afterwards say you think such buildings as that ought to come under the clause for compensation?—Yes.

13980. Mr. SHAW.—It is in a country place, I suppose?—Yes, and the reason is, it is entirely agricultural, for the accommodation of the farmers. A neighbour of mine whose mill has lately come under the Factory Act, the inspector told, "We don't wish to go to the extreme measures of the Act, because scutch mills are more agricultural than manufacturing," which is the very idea I express.

13981. You say they are indispensable to the tenants in the way of feeding for cattle?—Yes, that is grist mills, but the scutch mills are much more important.

13981A. You think that also ought to apply to cottages for scutchers?—Yes, I think that would be indispensable.

13982. The result of there not being security for such cottages you say leads to the worst description of lodging houses?—Yes. A great objection to making improvements is, the Poor Law valuator would come around, and perhaps you are paying a sufficiently high rent but if you make a fine house or farm buildings they will be valued, and the landlord will say your valuation is higher than the rent and he will naturally think he is very moderate.

13983. The O'CONOR DON.—Are the people generally satisfied with the Land Court as a tribunal?—They are not satisfied with the Act as it stands at all, they would prefer anything rather than resort to the courts.

13984. Mr. SHAW.—Even in your own county?—Yes; the feeling of the people is very strong to retain hold of the land.

13985. They don't want to be turned out, they would submit to a great deal rather than that?—Submit to anything.

The witnesses then withdrew.

Mr. William
C. Tute.

Mr. WILLIAM CLIFFORD TUTE, examined.

13986. CHAIRMAN.—You are living in Sligo?—Yes.

13987. And are the stamp distributor?—Yes, my private residence is at Camphill, Colloony.

13988. Now, without going into each separate case, I believe you can give a return of the number of ejectment processes at various periods?—I have prepared one for the Commissioners; and I have taken it from three years previous to the Land Act up to the present date.

13989. Then you are able to hand that in as a correct return of those number of processes?—Precisely; distinguishing them under what particular denomination the ejectments were brought.

13990. And the cause of them?—Non-payment of rent, permissive occupation, recovery of possession on title, overholding, deserted premises—setting out each of those for each year.

13991. Then have you also the land taken in execution for debts?—No, I have not. They don't come under my own observation. These are the processes actually issued by me as stamp distributor. Colonel Cooper told me he had given directions to have extracts taken from the Clerk of the Peace's book, the numbers entered; then from the sheriff the number that came into his hands. These will show you the causes during the different periods. I have taken them from three years before the Land Act to see whether they were increased or diminished.

13992. The number issued is distinguished from the number granted?—These are the numbers issued from the stamp office.

13993. Mr. SHAW.—And you don't know the end of it?—No.

13994. CHAIRMAN.—You don't know how many were compromised?—No, I cannot tell that, it can be procured from the Clerk of the Peace and the sheriff.

13995. Just in a general view of that, have they

increased very much lately?—They have, the highest amount has been 420 in a year and the lowest has been in 1871, sixty-seven for nonpayment of rent, the others are mere nothing. The total in 1871 was only 116, and the total in 1878 is 475.

13996. Have you got 1879?—I have got 1879, and the three quarters of this year, I have brought them down to the very latest period. In 1878 the highest number was 475 for all causes. In that year, of those 475, there were 420 for nonpayment of rent.

13997. Then in 1879?—In 1879, 294 for non payment of rent, a total of 353.

13998. And in the first six months is it of 1880?—In the first nine months of 1880, there is 151, and 193 is the total.

13999. 151 for nonpayment?—Yes, there appears now to be a cessation almost, it has much diminished. There is a matter, in going over these, I thought would be useful for the object of this inquiry, and that is the state of the country, I mean the financial condition of the small farmers, which is indicated by the number of bill stamps sold for debts from £5 and under, £10 and under, and £25 and under.

14000. Mr. SHAW.—For bills?—For bills, these are given principally for goods on credit, money lending and other things which has proved very disastrous to this country. Small farmers get guano, provisions, and everything else at a usurious interest for which they give small bills.

14001. CHAIRMAN.—You mean they raise money at usurious interest in order to buy?—No, but they pass bills to traders and money lenders. To show you the effect it has had, which struck me as very disastrous, I thought it would be very useful to give you a return. In 1867 the number of bill stamps for 1*d.* and under sold in this county.

14002. Mr. SHAW.—A penny means how much?—£5. It amounted in 1867 to 2,644, by degrees they increased, and in 1879 they were 5,499.

14003. Every man was down on every man who owed him money?—Yes, and getting credit in the country from gombeen men. They will buy guano and meal and pay fifty per cent. for credit, six months' credit. I have known guano that was sold at £13 to the trader, to be sold by him at £18 for six months' credit.

14004. So that they are robbed in every way, it is not the high rents alone?—Yes. I will show a source of constant draining that cannot last.

14005. It is very simple to recover money on a bill?—It is an admitted debt, and you go into the Quarter Sessions and recover, and there is another profit extracted from the poor by that operation. For £10 and under in 1867, there were 2,192, they came up in 1879, to 5,657.

14006. The O'CONOR DON.—Has there been a regular increase?—Yes, a steady increase.

14007. CHAIRMAN.—Were there any large increases soon after the passing of the Land Act?—No, a steady increase. In 1870 it was 2,300, and it has gone to 5,400. In like manner debts of £25 and under went from 2,887 to 6,900.

14008. Mr. SHAW.—Cannot that be accounted for a great deal by the great increase of branch banks through the country?—Not to any extent, but I will show you the way it is; the banks do not as a rule sue at Quarter Sessions, but a trader, will frequently come in and buy 200 pair of processes. Assuming that only one-fourth of the bill-stamps issued in 1867 were current, they would represent outstanding liabilities of £26,810 in this county. Estimating those issued in 1879 by the same standard, they would represent debts outstanding of £52,885, showing an increase of outstanding debts of £26,075, a regular and increasing drain, getting deeper and deeper. To prove the increase, I have taken out within the same period, the number of civil bill processes issued in my district. In 1867 there were 4,217 original civil bill stamps, in 1879 there were 8,362. To illustrate the injury resulting from this increasing system of money lending on credit or at usurious interest, I have made those extracts of the number of civil bills issued within the same periods, revealing the fact that the numbers are doubled. In

1879 the number was 8,362, in 1879, 4,219, an increase of 4,145 in civil bills suits.

14009. CHAIRMAN.—What is the extent of the district this is over?—The whole county.

14010. Mr. SHAW.—That is a sample of other counties?—Multiply that by 32, we are not the largest county of Ireland. It is not alone the cost of these processes, they are increased latterly since the new County Court Act, that those money-lenders exact from the tenants or the poor man, they will charge them for the cost of the stamp, and for the filling of the process, perhaps on a £5 debt they will take £1 each quarter, will renew that at an usurious rate of interest and put on the same charges over and over again; it is a continuous blister and drain on them. Not alone that, but very recently I detected a species of fraud they have been adopting, not alone against the trader, but against the revenue, and it was this—one trader would issue to the whole side of a county perhaps 200 processes, who would fill the copies without having any original, the debtor would come in and pay perhaps £1 or whatever he could of the amount of the debt, if it was over £5 the original process was 1s., under £5 it was 6d., and 6d. for the copy, that would be 1s. 6d. for each. They would come in to make an arrangement, when the trader would charge them both for the copy and original, the original having never been issued, also for the filling, and in that way they made a handsome income every quarter from the miseries of the people. I laid a trap for them, after the date processes could be legally served, I marked every one of those which had been issued from my office, and with the concurrence of the Chairman, having told him what I had suspected, I had then examined them in the Clerk of the Peace's office before they were handed back to the solicitors, and found my own private mark on them, thus discovered a number that had never been in the hands of the process-server when the copy processes were served, and thus they got 1s. 6d. fraudulently for the stamps that never existed at all. I ascertained that there was 13 per cent. more copies issued than the originals. The Chairman gave the process-servers who were, of course, culpable, a severe reprimand, and only I interceded for them, they would have been dismissed, the result was the excess was reduced to 6 per cent.

(Witness hands in tabular return and retires.)

Mr. WILLIAM HERON, Doonamurray, Collooney, examined.

14011. CHAIRMAN.—You are a tenant farmer, valuator, and surveyor?—Yes.

14012. Are you surveyor on the Markree estate?—Yes; and I am also employed to lay out a great deal of money from the Board of Works in this and the adjoining counties.

14013. And you are especially acquainted with Lord Harlech's property?—Yes; for a great many years I have been acquainted with it.

14014. Where is it situated?—There is some of it near this town, but the bulk of it is about Tobercurry, to the west.

14015. We have had from Col. Cooper an account of his property. Apart from the property of Colonel Cooper where we have been told it exists, is there tenant-right admitted through the country, or sale of holdings?—No; not generally. There is hardly ever a case in which a tenant would be prevented selling his improvements on getting a man the landlord would not object to. The large proprietors always allow him to sell his improvements.

14016. How is the value of the tenant's improvements defined and determined?—I know on the Markree estate I was generally employed to value the improvements, and make a report to the landlord as to what I thought he was entitled to.

14017. Did you consider yourself as an independent arbitrator between landlord and tenant?—Of course, though I did consider myself independent, yet I was not in a position to be theoretically independent. I gene-

rally gave satisfaction to the tenants, because my principle was to try to do justice.

14018. Mr. SHAW.—You were employed by the landlord?—Yes. That was in the late proprietor's time. He made a general valuation before his death, three or four years before.

14019. Were you engaged in that?—I was.

14020. How much was the advance?—On the whole property it was about one-twelfth.

14021. Averaging over all the farms?—Yes. The electoral division of Collooney is altogether the Markree estate, except one townland. I have taken out the rental of twenty townlands omitting the villages of Collooney and Ballysodare, which with mills, &c., would vitiate the value of the return, and I find that the rent is £2,000, and the ordnance valuation is about £100 more.

14022. CHAIRMAN.—When you were valuing did you look upon the Government valuation as any criterion of fair rent?—My experience leads me to a certain conclusion about the Government valuation, namely, that the good limestone and pasture lands, particularly if the soil is shallow, are valued too low, while wet retentive soils are valued too high. The good land is valued lower than it ought to be.

14023. Do you say that on the bad land it is valued too high—beyond its proper value?—I won't say that, but it does not maintain its proportion between it and good land.

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14024. Then, in fact, the tenants on that land are paying in rates higher than their neighbours on better land?—I think so.

14025. You mention that evictions are very rare in all the country you know?—They are very rare, indeed.

14026. Can you name the usual cause of them where they have been enforced?—The usual cause is for non-payment of rent.

14027. But outside non-payment of rent what are the usual causes?—I have known an instance on Lord Harlech's estate where a tenant was evicted for his violent conduct, he threatened the life of the surveyor.

14028. In these cases of striping land, are the tenants generally satisfied?—They are not satisfied at first, but in the end they are, but the difficulties are so great now that we would rather let them be as they are, sooner than attempt to make any change.

14029. The O'CONOR DON.—Do you think striping has been interfered with by the Land Act?—Yes; the tenants are more refractory. We have a townland on the seashore it is in rundale, but improvement is impossible, owing to the difficulty and trouble and ill-will, and we are prepared to leave it so.

14030. CHAIRMAN.—In the old cases, before the Land Act, was it the custom to put them under notice to quit in order to enforce the striping?—Yes; it was the custom to serve a notice to quit, and then if there was a refractory person we would have to follow it up by taking up possession, and then the landlord would divide the land, and endeavour to do as justly as he could.

14031. And are the refractory tenants brought back again?—We endeavour to give them a fair proportion.

14032. Did the case where Lord Harlech evicted a tenant occur before the Land Act or since?—It occurred before. Since the Act I have divided one estate, and the tenants are in a much better position now. In cases you would hardly know the place now, they have improved so. Whereas formerly they were in a hopeless state.

14033. We have been shown a table of the number of bills taken out for money, are you aware whether in this part of the country there have been many dealings in that way—getting money on bills for manure, and so on?—This whole country is ruined with credit. Since the Land Act came the shopkeepers thought they had security, and the people are too fond, even if they had money in bank, to take credit. I have known people to go and take credit who had plenty of money in their pockets, and of course there is plenty charged for it. I have seen a great many of the troubles arise in that way, from the shopkeepers looking for their money. Some of the ejectments are brought by the people who lend money. We had a case on Colonel Cooper's estate. There was a tenant who was an improving man; he had eighty Irish acres of good land. He built a nice slated house on it, but he got money from a neighbour, and he ran up a bill of nearly £500. This man proceeded for his money and sold him off. Colonel Cooper was going to prevent that and put a veto on it.

14034. Mr. SHAW.—Was there a lease of the farm?—No. Well, Colonel Cooper thought he would stop the proceedings, but he was better advised. This was a bad tenant, and he said—"I have always a difficulty in getting money from him, I will allow it to take its course." That farm was sold and we could not help it.

14035. Was it sold under the sheriff?—Yes.

14036. Was it a public sale?—I was not present, and I cannot say, but I know it was through the sheriff it was sold, and then we tried to get a little place for this unfortunate man. He is living now on a little farm, and by a subscription amongst his neighbours he got £200.

14037. How much did the farm bring?—About £6 an acre. No one would give more for it. It was a

very good farm. Where there is a breaking down tenant you will see him ruining the farm before your eyes, ruining it for a generation.

14038. Have there been any ejectments on Colonel Cooper's property except for non-payment of rent since you became connected with it?—There was one in which we had an ejectment. There was a large farm and a great deal of bad land and some good land, and the tenants insisted on setting the good land at con-acre, and when they would not stop for all the agent could say, the land was ejected, but on the land claim coming on there was some compromise without going into the case.

14039. Is that the only case you had?—We had two land cases on the Markree estate. There was the case of a small farm in which the owner went to America and put another party in. There was an ejectment there because we would not recognise the tenant's right.

14040. He bought from the other man?—No; he was a sub-tenant, and then he succeeded. There was a claim made for a house, but I hunted up an old fellow ninety-six years of age, and he proved that the house was built by Colonel Cooper's grandfather, and not by any tenant.

14041. There was another case you say?—These were the only cases in Colonel Cooper's estate. We had only two land cases all the time, but I have been in fifty land cases on other properties.

14042. The O'CONOR DON.—Are the people generally satisfied with the Land Court as a tribunal for settling disputes?—Yes; it is generally considered that the barrister gives at least as much as the tenant should get, that he leans to the tenant's side, I suppose very properly.

14043. Where a middleman dies Colonel Cooper generally re-values the farms?—Yes, sometimes; no doubt they pay higher than on old parts of the estate. All these overcrowded townlands were cut up by middlemen. I will give a case: There was a townland which was let to Mr. Powell, and I found forty-two tenants on seventy-two acres of good land. That is within three miles of this.

14044. They are complaining that the old rent remains on them?—If they were not there at all we would have got more rent for the land, it is along the shore, and it is splendid land, and we were very sorry the tenants were there at all. No doubt they are paying a good deal more than other portions of the estate.

14045. They are not circumstanced as Colonel Cooper's tenants are, but as they were in the old times?—Yes. The difference, however, is not so much. There is a townland where the tenant had a lease for ever. In 1818 the tenant gave up the land because he was not able to pay the head-rent. We took that townland; it is greatly overcrowded, and is let at one-twentieth over the Ordnance valuation. There is a salmon fishery belonging to the Cooper family there, and they give it to the tenants, and it pays the rent, yet the people on that townland are in a chronic state of beggary from over population; they live like grasshoppers, in a good season they are all right, but when a bad season comes they suffer.

14046. Although the rent is altogether paid by the fishery?—It has not paid in the last two years; but, when it was paying, they did not seem to be very flourishing.

14047. Mr. SHAW.—Are these small holdings?—Yes. The fact is, if you cannot ensure the potato crop to grow, you cannot have a prosperous small tenantry.

14048. There is no other means of living?—No; the grain is so cheap, and it takes such a lot of land to make butter from cows, you cannot get the people to adopt the system of indoor housefeeding.

14049. That would be a great help to them?—It would. There was a great improvement about twelve or fourteen years ago; they were more anxious for improvement.

14050. CHAIRMAN.—Do they grow cabbage much?

--Not so much as they did. Lord Harlech went to trouble to form a farming society; but he had to give it up from the apathy of the farmers.

14051. MR. SHAW.—How do you account for that?—There must be something at the bottom of it. There is the townland of Drumartin; the people hold it for ever, at a rent of 7s. 6d. an acre, and I defy you to say there are more comfortable homes there, or any better farming, than anywhere else.

14052. CHAIRMAN.—These are perpetuities at a moderate rent?—Yes, 7s. 6d. an Irish acre.

14053. And you see no difference between their state and the state of the tenants who pay the higher rate?—I venture to say that, if you take a townland on Colonel Ffolliott's property close by, you will say they are a thousand degrees better off than the perpetuity men. You may account for it as you please, but it is a fact. Of course, it is absurd to say that a man is better off with a high rent to pay; but, just as a horse with a light load may get skittish, so a tenant, who has not something to make him industrious, may become lazy. I know a lot of peasant proprietors, and they have nearly all come to grief: they became gentlemen, and they shot and fished, and gambled, and did not stick to their business. I knew one man who kept a racehorse, and ran against Father Maguire's horse, and Father Maguire's beat him. He was sold out, and a tenant-farmer bought his land and paid £900 for it.

14054. The O'CONOR DON.—How is he getting on?—He pays rent to the Colonel for a farm, and he keeps the perpetuity as a grazing farm, and he is getting on very well. I know a lot of people who bought perpetuity holdings; but, if they got good land, they never set it to tenants. They kept all the good land themselves.

14055. CHAIRMAN.—This class of people would not make good landlords themselves?—The worst of all—the most unsympathetic and worst of any. I say that generally.

14056. The O'CONOR DON.—Do you think, if the people had the land in their own hands, they would get on well?—It is a very large question, and I never can come at it. The standard of comfort wants to be raised in the country, and it is a thing that must take time. The people must become educated, and become used to more comforts.

14057. MR. SHAW.—Better houses, and use a better system of farming?—You cannot make a plant grow all at once; it must be encouraged and given proper time. This is a matter that should be tested properly and cautiously; for the Government might find they had been spending 200 millions for nothing afterwards.

14058. Colonel Cooper mentioned a case where they spent a whole lot of money on drainage, and it all went for nothing?—Yes. There are a great many people talk of waste land, and why it is not reclaimed, and all that. The Bog of Allan is spoken of; but what can you do with it? When it is cut away, you might do something to it, but the good land might be better tilled. There is land that now only produces a quarter of what it might produce. I have gone about Colonel Cooper's estate, with my pocket full of bank-notes, wanting the tenants to take them and drain their land, and I could not get them to take the money. We offered it at five per cent., and we paid £6 10s. It is the small farmers who refuse to do it. If drainage was extensively done, it would be one of the best things for the country.

14059. The drainage only enables you to improve the lands; it won't make them good in itself. Why won't the large farmers drain?—As a matter of interest, they think it better to let it alone. They are a pastoral race, as a rule. Grain pays worse than cattle now, and the labourers are getting unsatisfactory and discontented; they are beginning not to work as they used; and, the farmer says: "I can make so much butter with no bother, and pay my rent and get on," he will not bother himself much. I never knew a large tillage-farmer to succeed.

14060. You know the north, they drain well there and get on?—Yes, I know Derry, but they are a very long way a head of us there.

14061. Do you think the rents of the large farmers might be increased if they put on large improvements themselves?—I don't know of any case in which large proprietors have taken advantage of what are called the man's improvements.

14062. But that is the feeling it produces if it is done on small properties?—Yes, they say it may be done.

14063. In the north they have done wonders with their land?—They have.

14064. CHAIRMAN.—You make some suggestions as to amendments of the Act of 1870, you say to make the Ordnance map as far as it goes evidence?—Yes.

14065. What is the object of that amendment?—I was struck in several land cases in which I was concerned with what I thought was an injustice. I recollect there was a land case in which the late Sir Robert Gore was brought into Court. There was a farm let in 1849, the tenants grabbed the whole lot of waste bog whether the landlord would or no and kept their neighbours out of it, and they were ejected, and they brought forward a claim for thirty years purchase of their holdings. Amongst the items for which they claimed compensation was one for making fences. These fences were nearly all engraved on the Ordnance map which was made in 1837, I said "there is the map," and counsel said "have you the men that engraved that to prove it?" It is very hard to put the onus on the landlord of proving everything. He did not keep a record and most of the lands have changed hands since 1848 and you cannot get a witness for the landlord at all. I would say that the Ordnance map would be in equity fair evidence.

14066. Don't you think that if the Government map was taken in the landlord's case the tenant would probably say why not take the Government valuation?—They are perfectly distinct; the one is a record of facts.

14067. MR. SHAW.—But you could not tell much from the map because the fences marked on it might have been smashed down; there is nothing to show who made them or in what state they are at all?—No, but in the survey of this county the fences are nearly all shown; but in the north of Ireland it is not so close—there they only put in indications of the fences.

14068. CHAIRMAN.—You also say you wish to abolish the distinction as to the scale of compensation for disturbance existing in favour of very small tenancies as tending artificially to perpetuate a vicious system?—That is my idea.

14069. You also suggest to have a trained practical man to act as assessor to the Chairman in land cases who would visit and report to the Chairman as to the state of the farm under consideration as to the improvements, &c., upon it as it is impossible for the Chairman to know what to think under the present system as the witnesses called give different stories?—Yes, I know of a case in the county Roscommon on Colonel King-Harman's estate; in which it was solemnly sworn there were £700 spent in top dressing 17 acres of grass land, and there was a case of Lord Harlech's where certain things were sworn to and I have known the Judge himself to go out to see for himself; but the barrister who is a very good lawyer may not be a good farmer. In the Admiralty Court they have nautical assessors to advise the Judge. I think it would be acting fairly to give him the assistance of a man of independent opinion.

14070. MR. SHAW.—Are you aware that that provision was in the Land Act as it was introduced into the House of Commons?—No; I was not, but I am speaking against my own interest for it is better for me as it is; I get plenty of money by land cases.

14071. CHAIRMAN.—You say that in cases of dispute as to the amount of rent payable on the fall of a lease, &c., and in which the parties sometimes now resort to the County Court the rent to be determined by a

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jury of say three landlords, and three tenants the Chairman of the County Court to act as umpire?—I think that would be a sensible suggestion. If a tenant is not reasonable the landlord must eject him which is not pleasant.

14072. Mr. SHAW.—That is practically arbitration?—Yes, I would call it that.

14073. The O'CONOR DON.—Do you see any difficulty in settling what a fair rent is?—Of course the rent is determined more by competition than anything else, and on the large estates we generally say, live and let live. The rents are low, perhaps from one-third to one-half lower, than in the market. The landlords wishing to live amongst their tenants, don't wish to take the last penny out of them, they know that the tenants have built houses, and in many cases

they say it would not be fair to charge them the highest rent, and practically by a rough and ready method they come to do justice.

14074. Mr. SHAW.—And there is not much dissatisfaction on these estates?—No. I know an estate on which the tenants acted very fair. The landlord sent a valuator, and they would not agree to that, and they named me. The landlord said, I will take him too, and I had the difficulty of acting for both, and I satisfied all the tenants except one.

14075. CHAIRMAN.—Sometimes people won't be satisfied?—The land was, most of it, naturally good. They said "The land God Almighty made good we will pay the value of, but the land we made good we will pay accordingly for," and if you take that into account, you generally please them.

Mr. F. P
Cawley.

Mr. F. P. CAWLEY, Gurteen, Ballymote, examined.

14076. CHAIRMAN.—Where do you live?—Some miles from Ballymote.

14077. You are a land surveyor, valuator, and agriculturist?—Yes, and tenant of two holdings of land, one of twenty-one acres, and the other of twelve acres.

14078. Under whom?—The farm of twenty-one acres under Mr. Sim; he purchased in the Landed Estates Court, at the time the MacDermott purchased portion of the O'Rielly estate. Neither of them increased their rents since the purchase, or made the slightest demand for an increase. They form an exception to a small class of men who become proprietors through the Landed Estates Court.

14079. Mr. SHAW.—Generally they increase the rents after the purchase?—Yes. A good many of those who did purchase, forced on the present unsatisfactory state of things, by increasing the rents, because as far as the county is concerned, there is no reason to complain of a single large proprietor. I have had much experience under the Land Act, for both landlords and tenants, and I have not had a single case under the Land Act, on the Templehouse estate, or on Sir H. G. Booth's, that is the Percival estate, or on Mr. O'Hara's estate; on Colonel Cooper's there was one, but it was owing to a dispute between a very haughty tenant and an agent, who was a sort of brainless gentleman. It was really from that cause the case arose.

14080. That is sometime ago?—Yes, it is about five years ago. The large landed proprietors in this county, are in fact, better than the Roscommon landlords, if we accept one of the Royal Commissioners present. I happened to be on his estate, and his tenants are certainly very happy in being under him. The land is very moderately let, and he always acted as a friend to his tenants. I know portions of the estate, where the land is held very favourably; the rents were not increased. Some tenants owed three or four years' rent, and notwithstanding that The Don expended upwards of £500 in improvements. Very luckily he sold out—luckily for himself for the purchaser, who purchased eighteen months ago, has got very little rent since.

14081. Has he raised the rent?—No, but I think the people were spoiled through the kindness of The O'Conor Don, and the agent. The deceased Mr. M'Dermot would take the rent in 5s. at a time, and when they would not pay him, he used to give them money, and he would send his own men, and money for seed, and by the way, he would take the crop for the rent, but when the crop was there, he would forget to take it.

14082. The O'CONOR DON.—The reason I sold was, because they would not pay interest on the improvements?—They ran into arrears through kindness.

14083. Mr. SHAW.—You think kindness does badly with them?—I think over indulgence on the part of a landlord with his tenants is something the same as over indulgence of a parent with a child.

14084. They ought to do their duty towards them?

—Yes. As far as my experience goes in this county, as well as in Roscommon and Leitrim, it is the small little men who are a disgrace to landlordism, and I think the Government might have remedied that, for when the Land Act was passed, they might have inserted a clause, empowering the judge of the Landed Estates Court, to give what the judge at the Quarter Sessions Court, can give now; an agricultural lease for thirty-five years. If the judges of the Landed Estates Court, were empowered to do that to every tenant on an estate brought to sale, it would keep away the shopkeepers and other small men who have a thousand of their own, and borrow the rest. Then this outcry would not be raised against our respectable land proprietors.

14085. The O'CONOR DON.—You have been engaged a great deal as a sort of arbitrator?—A great deal. The rents on an entire estate in Roscommon. Miss Molloy's estate were arranged by arbitration, and we have had very little cause to complain.

14086. Was it referred in court to arbitration?—Yes.

14087. CHAIRMAN.—Who were appointed arbitrators?—One arbitrator was nominated by the landlady and one by the tenant.

14088. And did they name an umpire?—Yes; I was arbitrator for the tenants, and a surveyor and valuator on the part of the landlady. Mr. Lynam, from Ballinasloe, was called in as umpire. We left the rents as we found them, as the rents demanded were excessive. The valuation, in one case, was £4 10s., and the rent £10 12s., at which the tenant was quite content to remain as he had comfortable means, but the landlady demanded £15 8s. She went round the other holdings in the same way.

14089. Did you agree?—We were unanimous, but I don't think the arbitration was practically fair, for the man who represented the landlady was not smart. I got him into a corner, and I succeeded in getting round the other gentleman to my views, and the landlady's arbitrator never signed the award at all.

14090. Mr. SHAW.—He did not object to it?—He did not, but he could not advance reasons, and he could not overcome the figures we produced. If I was a landlord's man I might be different, for most professional gentlemen generally see through coloured glasses, and as it was he could not overcome the figures.

14091. The O'CONOR DON.—Did any of the tenants agree to pay the rents before Miss Molloy took proceedings against them?—Yes; they were content with the old rents. Where tenants are struggling, they naturally grumble against the rent as too high, but it is owing to the want of capital. This country is very deficient in capital. I know tenant-farmers who hold land at the Government valuation, but in consequence of the want of capital, they are the poorest in the entire country, and I know people who have capital, and who hold their lands at a pretty high rent. It would be dangerous for me to say, now, that the rents were not too high, and they are in a comfortable position.

14092. Mr. SHAW.—Is it want of industry and intelligence that causes the difference?—Perhaps the want of capital might be supplemented by saying want of intelligence, but still the Irish are an imitative kind of people, and if they had examples they could imitate their neighbours as in sowing potatoes and grain. They have no system of agriculture. I have seen a holding of land in Roscommon where the Poor Law valuation was £38, and the tenant was paying £75 a year on a lease for twenty acres, including half a road, half a river, and internal and external fences. His term expired. The landlord wanted the land, and I said to the tenant offer an increased rent, for your land would be good value for £5 an acre sooner than lose it, if we compare the rents by a comparison of produce. He offered £100 a year for it, and he complimented me afterwards for my skill, saying it was let at £100 a year before, and then it had been reduced to £3 15s. an acre. The tenant was Mr. Goff, of Elphin, and the landlord, Mr. Stafford.

14093. It is fine grazing land?—Yes; the summer of 1876 was very dry, and I measured the grass on that land three feet long.

14094. It was naturally fine land?—Yes; and worth the money, on the whole. Still it was not worth it to a tenant-farmer unless he had capital. He could not make his living out of it, and lay by £100 a year; but it was a convenience to this man.

14095. He would not get it at £100?—No; Mr. Stafford kept it in his own hands.

14096. The O'CONOR DON.—Did he pay him compensation?—Mr. Stafford brought an action against him for deterioration, and for over-holding, as a set-off to frighten the tenant out of the claim for compensation, and the Chairman gave something, but it merely covered the expenses.

14097. Mr. SHAW.—He had done nothing with the land?—No; he had no real claim. It was a grass farm, but it was not stipulated to be entirely grass. It was not a town park, although portion of it abutted on the Old Castle-street of Elphin.

14098. The O'CONOR DON.—Were there any other cases you were engaged in that you wish to mention?—In the county Mayo there were some cases that are at present attracting a good deal of notoriety. The Ballintadder cases. The valuation of a holding there was £5 15s.—that is the largest holding. The landlord is the Rev. Mr. Eager, of Sandymount. He purchased at the time Sadlier and Co. broke up. It formed portion of the old Phillip's estate, of Clonmore, and it arose out of John Sadlier's transactions. The valuation at the time Mr. Strickland and Mr. Ellison, of Loughglyn, valued it was £5 15s. I valued the holding at £8 10s., and Mr. Ellison put on £8 9s. 1½d. The present rent is £12 10s. It was utterly impossible for that tenant to support his family and pay rates, and £12 10s. to the landlord. He had three cows, which were sufficient for the farm, yet he could not get along, for if a tenant-farmer is not able to make his rent off the butter, any landlord may despair of his being a good tenant. This man could not make the rent by the butter, because the cows could not produce it.

14099. Mr. SHAW.—How many acres has he?—About five acres of pretty fair land and eight acres in different processes of reclamation, and there was an acre not reclaimed at all. They have great war about it. They wanted me to act in the case, but I refused because of the disturbed state of the country, and the Land League was unreasonable to ask me, and particularly after being denounced by them. They offered to pay the entire rent if he made an abatement of 4s. in the pound, but he would not give it.

14100. Are the other tenants' rents in the same proportion?—Yes. This is a good sample of the whole lot.

14101. You think the rents are unreasonable and cannot be paid?—Yes; I wrote a letter to the Clerk of the Peace that the lands were most exhausted.

14102. The O'CONOR DON.—Were you called upon by the landlord or tenant?—The Rev. Mr. Manion directed the tenant to come to me. It was well known I

got a farm of land from Mr. Sim, but because I opposed the treasurer of the Land League in ejecting another man they got up a land meeting to denounce me, and since then I became subject to great abuse. I was denounced for taking a farm from which another tenant was evicted. I have it still, and I would be an enemy of the country if I did not hold it still. The tenant owed four years' rent, and I went into the house and told him that the year's rent would be accepted, and he could not pay one shilling. I would be an enemy to society if I did not hold the land.

14103. Mr. SHAW.—Has the man left the country?—No; I left him the use of the house, and he would not herd the cattle. I left him about two acres of oats and one of potatoes, in fact all the crops of the land without a penny piece, and, notwithstanding that, the operation of the Land League is so terrible in the country that the man would be in dread that the house would be burned over their heads if they minded the cattle for me.

14104. Had you any other case in Mayo similar to this?—No; I would refer to other cases as illustrating the imperfection of the Land Act. There is a gentleman who is an exceptionally good landlord, and I only instance his case to show the radical defect there is in the Land Act. That landlord has the power if he were mean enough (and I know where landlords were mean enough) to confiscate the entire of the tenants' improvements. That is owing to the defect in the Land Act. In this case the tenants held under an old lease for some fifty or sixty years; the life was that of a local solicitor; the lease lapsed with his life; all the tenants' improvements were made during the lease, and I have personal knowledge of the great labour they expended on the reclamation of the land and making very comfortable homesteads. The landlord sent round his bailiff asking possession as the leases were expired; accordingly they gave up possession, and were put in as caretakers to bring them out of the Land Act. The land was let as grazing land and in conacre for three years, and at the end of that time he got valuers, one of them from his own office. The tenants expressed some dissatisfaction, and they got another man and some man from the north of Ireland. Well, in one case the rent was raised from £5 10s. to £17, in another from £3 to £8. Then the depression of the times followed, and they were brought down again. The gentleman is naturally a good landlord, but he considered that after the long enjoyment of the lease these people were equitably treated. It is a great temptation where the Land Act is so defective, and it arises through the formula that the tenant is to make a claim for improvements made either by himself or his predecessor in title. That is all over now, and these tenants have experienced the greatest possible kindness from that landlord; he bought seed oats and potatoes, and twenty-six cows for whatever poor men wanted assistance, but it was a temptation he could not resist.

14105. Human nature could hardly resist it?—Exactly so.

14106. The O'CONOR DON.—You don't think the new rents excessive, only that they were put on the tenants' improvements?—Yes. The gentleman would be incapable of doing anything unjust or oppressive.

14107. CHAIRMAN.—With regard to the purchase of holdings by tenants, do you consider the expenses attending the purchase are too great?—It is mockery to a poor tenant to have to employ a solicitor and go to the stamp office to certify this and that, &c. If a landlord is willing to dispose of a holding to a tenant, and the tenant had the necessary capital, it would be very easy for the Board of Works to make an advance to the tenant and let the landlord pass a receipt and send it to the Board of Works. That would be the same as if I got a simple assignment from one man to another. The conditions of the Land Act, from section 35 on, are unworkable and sufficient to deter the people from purchasing.

14108. If they were simpler a good many would buy?—A good many would. In fact, the tenant who

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would be able should be encouraged; but the lazy fellow should not get an advance of capital. If £1 would purchase his holding, he should not get it.

14109. The O'CONOR DON.—Do you think a considerable portion of the tenants would be able to advance, say, one-third or one-fourth of the purchase-money?—I don't think they would.

14110. Mr. SHAW.—Not the small men; but there are men about who could?—Yes.

14111. And others would grow up to do it by and bye?—Precisely. And if this man who made that money be an industrious, sober man, the neighbours would see that they also improved by continuing on their own holdings. These cases would be a good example; but, as a rule generally, to say expropriate landlords and establish peasant proprietary, especially in the major part of Connaught, is idle. It would not be thirty years until you would want to sell to another class of tenantry, because the lands would be in the hands of a new class and they would be subletting. The new man would grind down his tenants. I know a middleman where the valuation is £3 3s. for each tenant. There were four tenants and they held at twelve guineas; but now the rents the unfortunate tenants have to pay is £36 12s. altogether. That middleman put them to all manner of expenses and costs. He had them five or six years at law; he would be defeated one time on the notice to quit, and another time on the ejectment; but the poor creatures were plagued out, and The MacDermott was employed to come down special to defend them, and the result was that their means were all swallowed up.

14112. CHAIRMAN.—All gone in costs?—No; but the middleman was not able to pay compensation, and there they remained. There is no provision in the Act to meet such a case. If the man was compelled to lodge the costs beforehand, or something like that, it would have a good effect. Another case of a middleman was a case that arose between a tenant named Reddington and a sub-tenant now dead. When all was over he had not a shilling to get after being put to £20 expense. They were all worried for years with these proceedings and then left in the lands after being lashed with costs. There is no provision in the Land Act for that. Two or three cases came under my notice where the rents were doubled by the poor landlords. Two brothers inherited their father's mountain holding beyond Tubercurry. The landlady inherited the property from her father. She was married to a clergyman of the Established Church in London. The bailiff had a good deal of power under her, and he used to go round and see the amount of stock the tenants had, what number of stacks of hay and oats they had, and if they were doing too well the landlady would squeeze more rent out of them. With the worrying these men got, I had the mortification of seeing one of them in the asylum in this town—he got completely out of his mind. The late chairman for this county, Mr. Hamilton (if every county court judge would act as he did they would put a good stopper on these grinders of the poor), gave £173 as compensation. It was something like thirty-seven years' purchase he gave the two brothers; but the poor men sent a telegram to London before the decision was given offering £12 for the holding—on the result of their own labour.

14113. Mr. SHAW.—How much did she want?—She would only give them twenty acres entirely and ten of it mountain attached to what they would reclaim themselves for £25. The consequence was the chairman awarded that compensation. She would not take the £12, and from the shock to his system, and from the idea that he would have to go out on the road, he

became insane and was sent to the asylum, and the doctors could make nothing of him, but I struck on a plan myself, to pretend I had got a lease for him. I got permission to go into the asylum, and saw him. I said "Tom look at the lease for you" and the very moment I did he started and in three weeks he was quite well; but from the shock to the man's feelings and the fact of his being in the asylum, I would not allow him to give more than £10 a year. Such mountain for reclamation I never travelled. The valuation was £2 10s., and to squeeze out £10.

14114. What part of the country was that?—Between Tubercurry and Ballina. Midway up in the mountain. There is nothing in the Land Act to meet that, for it empowers the chairman to give disturbance money to the tenant if a fair offer is made and refused; but then there is the direction to take into account the length of time during which the tenant has enjoyed the improvements, so that the Land Act was a temptation to the bad landlord, and it was nothing of a check. The temptation was more than human nature could stand.

14115. CHAIRMAN.—You think this question of the rent is the difficulty of the time—how to get a fair rent between the landlord and tenant?—No, security of tenure at a fair rent. That can be very easily accomplished I think, if provision were made in the Land Act. If I go to issue a writ out of the superior courts, against a debtor, no matter what the amount of my debt, I must ask the Judge of that superior court for permission to serve the writ; if the landlord had no power to serve at once a notice to quit, and if he was obliged to go before the County Court Judge and give notice to the tenant that he would make application for permission to serve the notice to quit; then let the Judge of that court have authority to refuse his permission without the landlord showing good grounds, that I think would be an effectual stop. The grounds would be persistence in violating the established rules, and on every estate to have it properly managed; there should be office rules, but I think the sanction of the County Court Judge should be obtained to them just as the sanction of the Lord Lieutenant or Privy Council must be given to the bye-laws of a railway. For instance as to the use of turbary, the easements of water, and rights of way; all these rules should be prepared and approved by the County Court Judge, and notice given to the tenant of the intention of seeking the approval. Then if the tenant persisted in violating these rules, let the landlord seek permission to serve a notice to quit, and if he persist let him go and pay him no disturbance money, but allow him for his improvements. Now however, the landlord has nothing to do but serve the notice to quit, and then he has complete power.

14116. Mr. SHAW.—And the temptations are innumerable?—Yes, and I would stop that. The policy of the Land Act, the Premier said, was to stop notices to quit. Notices to quit were being served on the farmer, and he could not follow his industry on account of it, but if the landlord could not serve it without the sanction of the County Court Judge it would be almost equal to fixity of tenure. I know a number of tenants who occupied a portion of land; the land was divided equally but, there was one portion inferior to the others, and what was deficient in quality was made up in quantity. The man who got an increased quantity improved it, and after the improvement the landlord steps in and revalued. The men who had not improved were left as they were, but the man who had improved his land had his rent raised. Therefore his improvements were confiscated. He was a non-resident landlord.

Colonel
King-Harman.

Colonel E. R. KING-HARMAN, Rockingham, Boyle, examined.

14117. CHAIRMAN.—You are Lord Lieutenant of the county Roscommon and Justice of the Peace for Longford, Westmeath, and Sligo?—Yes.

14118. Where is your property situated?—In Ros-

common, Sligo, Longford, Westmeath and Queen's Counties. The total is 72,572 acres, and the valuation is a little over £40,100. That is the valuation and the rental is a little under that.

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14119. You have generally lived on your property ?—I have.

14120. In which county is your residence ?—My residences are in Roscommon and Longford, but I live chiefly in Roscommon.

14121. Is there tenant-right on these properties ?—Yes, to a certain extent on all the properties.

14122. How far does it correspond with the Ulster custom ?—I should say there is hardly any affinity. It is a custom that has arisen by my father and grandfather recognizing tenants' improvements, and we let them sell under restrictions.

14123. It would come under the definition of usage corresponding with the usage of the Ulster custom ?—There are so many Ulster customs.

14124. The Land Act begins with the Ulster custom and then goes on to "usages" in Ulster, corresponding in essential particulars, and these usages out of Ulster corresponding in essential particulars ?—I select the tenant at a limited price.

14125. Mr. SHAW.—What price do you fix ?—Varying according to the holding.

14126. You have no fixed sum ?—No, it varies.

14127. You settle each case on its own merits ?—Yes.

14128. CHAIRMAN.—Is there a custom that upon a change of tenancy by sale there is a revision of the rent ?—Not necessarily.

14129. Or is there a revision at any fixed period ?—No, but as a rule we revalue on the determination of a tenancy.

14130. Mr. SHAW.—And on the dropping of a lease ?—Always on the falling in of a lease.

14131. Or upon a change of tenancy ?—If a man has to be put out ; it does not always follow in a case of sale.

14132. CHAIRMAN.—Nor does it necessarily follow there is a rise of rent if there is a revaluation of the property ?—On the contrary.

14133. On the falling of old leases do you find where there have been under-tenants that they have been paying higher rent than you would charge them ?—Very much higher.

14134. What is the custom in that case ?—I take the under tenant into my immediate tenancy and give them a new rent.

14135. As a rule it is below what they are paying ?—It is almost always below it.

14136. On the properties where tenant-right exists, does the tenant generally make the improvements ?—In Longford my father has made almost all the improvements. In Roscommon and Sligo the tenants generally made any improvements except buildings, these they have generally been helped with.

14137. And in cases where you make advances to tenants where you are allowing for materials, have you charged them anything in the way of additional rent for them ?—That would depend very much on the circumstances of the holding.

14138. You make arrangements with the tenant when he proposes to make improvements ?—Yes ; as a rule we do not make any charge for this assistance to deserving tenants.

14139. Mr. SHAW.—Have you changed your system since the passing of the Land Act ?—In that respect I have not. I have a book kept by my father of the Newcastle property on which all the improvements made by the landlord were mapped out. (Book produced.) Here is an old map of Cloncallow, County Longford. Here is the state in which it is left with all the improvements marked, with the fences, &c., and if you look over the book you will find it just stops in 1870. My father was alive then, and he stopped there.

14140. He made all the drains ?—Yes ; the expenditure of the proprietor's own capital is mentioned in each case.

14141. CHAIRMAN.—Do these show where the tenant has done part of the work ?—No. In this case the tenants have done nothing.

14142. This is almost all drainage ?—Yes ; drainage, road-making, and squaring fences.

14143. This is in large farms ?—Yes ; good-sized holdings. That was not originally kept with any object except for the information of my father as to what he was doing.

14144. That is the Leinster property ?—Yes.

14145. And in Connaught the tenants have usually these advances made ?—Yes ; generally in any building the tenant builds the walls and we supply the timber and slates.

14146. And the drainage is generally done by you ?—In Leinster we do the drainage, in Connaught we help.

14147. Have you much reclaimable land ?—No, except cut away bog.

14148. What is done there—do you have open drainage ?—Yes.

14149. And that is done by the tenants ?—Yes, generally.

14150. Do you find any difficulty in getting them to keep the outfalls ?—Yes, very great difficulty.

14151. They go back again into the same state ?—Yes ; I am doing everything now.

14152. Are you carrying on drainage by advances from the Board of Works ?—Yes.

14153. Is this in districts where advances were made at the low rate ?—Yes ; I had borrowed previous to the low rate being made. I had borrowed a large sum at the old rate.

14154. In some cases have you been in the habit of giving this cut away bog to tenants for a term free ?—We give it at a nominal rent of 1s., or something like that.

14155. And is there an arrangement at the time when the new rent is to come into force ?—Yes ; it is always the custom that a man has it for nothing for 5 years, and then for 1s., or 5s. for another 5 years.

14156. Mr. SHAW.—It is mostly in Longford this land is situated ?—No, there is a good deal in other places.

14157. CHAIRMAN.—Where the tenants do the improvements, do you consider that they are usually done in a way that is serviceable to themselves, or that they are extravagant in their way of doing them ?—It depends so much on the district. In Roscommon the tenants' improvements are chiefly in building houses, and they are too large. In Leinster it is perfectly different. I have seen a good class of improvements being carried out. In a district where I was a few weeks ago I found the tenants had been carrying out a system of drainage on their own farms as well as if we had done it with our own first-class surveyor years ago.

14158. Have you a surveyor who gives advice ?—Yes ; and on each property.

14159. And he would point out the best way of doing it ?—Yes.

14160. Have you found that they lay out three times the amount necessary ?—They very often lay out drains all wrong, and then come to the conclusion that drainage is useless or they make a fresh beginning.

14161. Mr. SHAW.—When you speak of useless fences, is that done with the view of subdivision ?—No, I don't think so.

14162. Is that on large farms or small ones ?—I speak of small farms.

14163. In cases where you mentioned there is sale by tenants allowed, you put on a limit ?—Yes.

14164. CHAIRMAN.—Some limit ?—Always.

14165. You think free sale without a limit would be objectionable ?—Very.

14166. That is, you would be afraid of the man coming in exhausting his capital ?—Yes, and running himself into debt.

14167. Do you think that a veto on the ground of the solvency of the tenant would meet that case ?—I think the landlord should have some veto on the man's character.

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14168. That, I suppose, you would always maintain?—Yes.

14169. You think the Land Bill of 1870 has been advantageous in preventing differences between landlord and tenant?—I think on the whole it has worked well, as a rule I think it has stopped a great deal of capricious eviction.

14170. We have heard of a case of a small landlord who proceeded to evict, and when he went through the process, and when the land claim was made and a large payment awarded to the tenant, he dropped the proceedings, and the tenant had to pay the expenses, which were very heavy?—I should think that is a rare case.

14171. It was suggested that no notice to quit should be given without the consent of the County Court Judge?—I don't think that would work.

14172. Notice being given to the tenant that such permission was to be applied for, so that he might state his case?—I don't see how the County Court Judge could be a fair judge in a case of the kind. It would place him in a very difficult position, and one he could hardly carry out.

14173. Mr. SHAW.—There are few evictions that you know of except for non-payment of rent?—Very few.

14174. On the large estates very few?—Yes, very few.

14175. How do you get at the value in these cases in which you interfere with the price. Do you appoint some one to look into the case?—I have a competent surveyor, and I generally, myself and my agent, know sufficient of the case.

14176. You select the new tenant first?—The two things go together, and generally the outgoing tenant has an offer made to him before he comes to us at all.

14177. It is known he is leaving?—Yes, and he generally makes his arrangements subject to the landlord's consent, and the two parties come together into the office and we talk over the matter.

14178. You generally let him get what he is offered?—Unless it is very extravagant. It is pretty well known what sort of thing is allowed, and there is not much trouble.

14179. You are influenced by the improvements the man has made?—Yes, and I have very often walked over the land myself. If he has it in a good state I don't object to his getting a fair price.

14180. The O'CONOR DON.—Do you confine the sale to tenants?—No, but it is generally tenants, and I always give the preference to them.

14181. CHAIRMAN.—It has been stated one of the chief difficulties has been the distress amongst tenants arising from the bill transactions they get into at a high rate of interest?—I have no doubt about it.

14182. Mr. SHAW.—That has increased in the country?—Immensely.

14183. CHAIRMAN.—Is there anything that you would suggest?—I think there is only one possible remedy in the West of Ireland—that is, local courts of bankruptcy, or giving power to the county court judge to deal as in bankruptcy with all cases of small debts. I think the people have got a load of debt about their necks now which it is utterly impossible to get rid of; but if they could pay a reasonable composition they would start fair, and it would prevent excessive credit being given again.

14184. Mr. SHAW.—That would lead to a good deal of eviction. The good-will of the farm would be administered by the assignees in bankruptcy?—You could not prevent it.

14185. The O'CONOR DON.—Would you apply that to arrears of rent?—I would let the landlord recover one year, and no more. I would give the landlord the recovery he has at present—one year.

14186. CHAIRMAN.—Would this be permanent, or a special way of meeting this special difficulty?—I would bring it in as a temporary measure at present.

14187. Mr. SHAW.—You don't see why it should not be a power given to the judge permanently?—I propose it as a temporary measure.

14188. The O'CONOR DON.—You would treat the landlord's claim as an ordinary debt and not a priority?—Only for one year; the measure being one affecting the entire country, I would not give the landlord any very great advantage.

14189. CHAIRMAN.—Have you considered the question of a Government court of arbitration?—I have.

14190. You introduced a bill into the House of Commons in 1878 on the subject?—Yes, for settling rents.

14191. What was the measure?—Providing a Government land judge whenever it was required in cases of dispute, the tenant to choose one arbitrator, and the landlord another, and if they did not agree the Government land judge to be called in, the party against whom the decision was to pay the costs.

14192. So it would not be a general revaluation but only whenever the Government arbitrator was called in?—Whenever a dispute arose.

14193. The O'CONOR DON.—Would you extend that to every class of tenancy?—I don't see why it should not be.

14194. Mr. SHAW.—It would be a good thing for the landlords, and prevent many disputes and cases of ill-feeling, for it would be known the rent had been fixed by an impartial person?—I think the provision to make the person against whom the award was given pay the costs, would stop a good deal of litigation.

14195. The O'CONOR DON.—Would you deprive the landlord of all capability of ever resuming possession of his land if he had it once let?—Practically I think that is the case now.

14196. Would you apply this to every description of tenancy in the country?—There are many cases in which the landlord has let the land for temporary purposes, and perhaps to a non-resident tenant?—I would apply it to all cases that came under the Act of 1870, all agricultural holdings, of course I exclude demesnes and townparks.

14197. But in all agricultural holdings you would give the present occupiers perpetuity?—It would practically amount to that.

14198. Mr. SHAW.—You consider they have that on good estates?—Yes.

14199. CHAIRMAN.—You don't mean there is to be one final settlement of rent for ever?—No. I think the rents should go up and down the same as any other commodity.

14200. Mr. SHAW.—Periodically and not fitfully?—Yes.

14201. CHAIRMAN.—Can you give us any information about peasant proprietary?—I don't know of many cases, but I think it has worked very badly indeed wherever I have seen it tried. I am sorry to say I am a strong advocate for it on principle, but whatever practice I have seen of it is bad.

14202. You think they have been ever-loaded with the debt?—Yes.

14203. Are the cases you refer to purchases under the Church Act?—Yes, chiefly under the Church Act. I have seen cases in Longford and Cavan, and down in the south.

14204. Small holdings?—Yes, extremely small holdings, but not all. I have known a case in Armagh where the men were solvent before, and now they are in very poor circumstances, and these were large farms.

14205. Mr. SHAW.—That was up on the mountainous places where the Church lands were situated chiefly in Ireland?—Yes.

14206. We had evidence that they were rather better off than before in some of these places?—I was down there.

14207. The O'CONOR DON.—You inquired into this on the spot?—I went down for the purpose of inquiring.

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14208. CHAIRMAN.—Do you know whether they were paying charges higher than the rent was before?—It was so, because they had borrowed the money.

14209. Were the actual instalments in excess of the former rent?—Yes.

14210. Mr. SHAW.—That and the money they borrowed?—No, that itself.

14211. CHAIRMAN.—Exclusive of the money they had themselves?—Yes.

14212. That arose probably from the high rent they had to pay before?—It is high and it might be, but they were solvent before.

14213. Mr. SHAW.—That was not glebe land, it was ordinary Church land?—Yes.

14214. Whenever a clergyman had a glebe he let it as high as ever he could?—Yes.

14215. CHAIRMAN.—I suppose the last two or three years effected these men very much?—Yes; it effected every class.

14216. Still from those cases you know you would be against giving facilities for extending the present system of peasant proprietorship?—I don't think it has had a fair trial. I would give it a trial on a better scale, and in selected cases.

14217. Mr. SHAW.—You would not extend it to poor tenants in all directions?—No.

14218. Give it to the man who had something to fall back upon?—Yes.

14219. CHAIRMAN.—Do you think there is much desire amongst tenants for that power instead of security at fair rents?—No; I think security at fair rents is what the majority of them really ask for.

14220. And they really understand what the two things mean?—A great many in the West think they are to get the land for nothing at all, but amongst reasonable farmers they want security for improvements, and security of tenancy.

14221. And the intelligent men know that these examples might be followed by those who are not at present in favour of the scheme?—Yes.

14222. Mr. SHAW.—And you think that would settle the question?—I think so.

14223. The O'CONOR DON.—Could you give us any estimate of the amount expended on your property during the last ten or twenty years in improvements?—My father expended about £40,000.

14224. You are secretary of the Land Committee?—Yes.

14225. And you have been getting up details of what the proprietors have been doing on their different estates?—Yes.

14226. What means have you taken to verify these statements?—It is almost impossible to verify the statements more than I can verify the statement I am giving now. We know the class of men who are giving it, and probably it is correct.

14227. You propose only to furnish the aggregate amount expended?—We propose giving you the aggregate amount, and we propose giving you, if you require it, the names of the different proprietors from whom the information has been got, but not the names of the properties on which the expenditure has been made.

14228. I think I might ask you in connexion with this subject how much you have expended yourself?—My father expended about £40,000. I have not been very long in possession, and exclusive of what I may be laying out now—about £60,000—I have expended about £5,000 in round numbers.

14229. In the case of reclamation of waste lands, do you consider the enjoyment of the land at a nominal rent ought to compensate the tenant for reclaiming it?—I think so.

14230. And that the landlord would be entitled then to put on a rent somewhat in proportion to the improved value of the land?—He should give the tenant full time.

14231. Mr. SHAW.—You would not put on the full rent?—No.

14232. A rent that would recognize the landlord's ownership and the tenant's rights in the property?—

Yes. The landlord might reasonably say this tenant came to me asking for this land which was then mine; if I had not given it I might have improved it myself and have had all the benefit myself, and I think the landlord should have a fair share of the improvement.

14233. Have you any land on your property that could be made use of for any great reclamation scheme?—No, none.

14234. It is all bits of waste attached to or adjoining farms?—Yes, and I have them working up the hill-side as far as they can, but I think they are rather going back than otherwise.

14235. Has there been any general raising of rent on your property for the last ten or twenty years?—No.

14236. You have not raised it at all?—Yes; I have raised it in certain cases where leases fell out.

14237. CHAIRMAN.—I suppose four years ago you could have raised it without very much outcry about it?—I could have raised it, and it would not have been exorbitant.

14238. The O'CONOR DON.—If you had had the lands in your own hands you could have got higher rents without their being considered exorbitant?—Yes, much higher.

14239. You mentioned that you had some cases of middlemen holding under you?—Yes.

14240. Have you had that to any great extent?—Well, considering the short time I have had the property, a curiously large number of leases have fallen in.

14241. The rents their tenants paid were very much beyond the rents paid you by these middlemen?—Yes. As a general rule the rents were terrific, and very often small tenants had to work at ridiculously small wages. In one case the tenants had to work for 6d. a day whenever they were called upon, and that was not confined to the tenant himself, but the middleman would call upon the son or daughter of the farmer to come and work also.

14242. Is there much discontent amongst that class of tenantry?—I never heard of any outcry until the lease fell in, and then they came to me in a body, the tenants on one hand and the landlord on the other, and the landlord would complain loudly that if I interfered he would not be able to get his labour done.

14243. Mr. SHAW.—He thought he had rights in their labour?—Yes. I told him if he paid a fair day's wages he could always get a fair day's labour.

14244. The O'CONOR DON.—Did you find this right of sale on other estates as well as your own?—It had grown up there very much since the passing of the Act of 1870.

14245. Since the Act?—Yes, I think so. I think a great many men who were opposed to anything in the way of sale, and opposed to the Act of 1870, when it was passed, recognized that there was a property vested in the tenants, and they allowed it to be sold under certain restrictions. I know Colonel Ffolliott for one, never allowed sale until 1870, and since 1870 he has allowed something in the same lines as I do myself.

14246. Had you any difficulty in getting your rents last year and this year?—Very great.

14246. Mr. SHAW.—It is better now with the season we have had?—I think the people are disposed to pay.

14247. CHAIRMAN.—Have you had any difficulty with these men under the middlemen?—Except that they were very poor.

14248. Did you make an abatement?—I made no general abatement. I made abatements according to the claims they had. My land is let very low, and where the chief pinch was felt was in the very small holdings, but I did not see that twenty per cent. of an abatement would help a man who only paid £5 or £6, and I had to do without the rent entirely.

14249. Mr. SHAW.—You gave seed and labour?—Yes.

14250. How are the seeds doing?—I got champions

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and they seem to be very good. I got a quantity of Scotch and English oats, and I never saw such a crop.

14251. The O'CONOR DON.—Do you find any difficulty in getting any rents?—I think they are generally inclined to pay a year's rent.

14252. Those who did not pay last year?—Yes, and they are thankful for having the indulgence shown them, and I think the feeling is good, especially considering the agitation.

14253. Mr. SHAW.—It has improved very much?—Very much of late. There was a land meeting held in Boyle on last Saturday, and I did not receive as much rent before, as within three days afterwards. I think it was a sort of protest of my tenantry against the meetings. As to the middlemen letting their holdings at exorbitant rents, I don't know whether you have my evidence as to the way the farmers let in con-acre. I have known many cases during the last year, where I let land at from twenty shillings to twenty-five shillings an acre, and got no rent, while the farmers let it in con-acre at from £5 to £7 an acre, and got it.

14254. Got it in labour?—Partly in cash and partly in labour. Sometimes altogether in cash. That I consider to be very common in Roscommon and Sligo.

14255. The O'CONOR DON.—It is very common to

sublet those holdings in con-acre on a bad year?—Yes, very common.

14256. And to let the grass of it?—Yes.

14257. Do they apply for leave to do that?—No, they do not as a rule.

14258. Mr. SHAW.—Are the labourers well paid? Miserably paid, and badly housed.

14259. CHAIRMAN.—Holding from farmers?—Yes, under the farmers.

14260. As part of their wages?—Yes.

14261. The O'CONOR DON.—What is the rate of wages?—It varies very much. At harvest time men get as good about me as in England, and at others get sixpence and eightpence at the outside.

14262. Do they get potatoe ground free?—No, but they are shifted about whenever or wherever the farmer wants a piece of land reclaimed. They put a labourer in on a piece of waste land, and let him reclaim it for some time, and then take it from him.

14263. Farmers very often reclaim bog that way?—Yes.

14264. And then they put the labourer out after a few years when he has brought the place into a sort of cultivation?—Yes.

Mr. Cochran
Davys.

Mr. COCHRAN DAVYS, Solicitor, Sligo, examined.

14265. Mr. SHAW.—You are a solicitor in this town?—Yes.

14266. And you are largely employed by the landlords?—Yes.

14267. Do you hold any public situation?—I am Solicitor to the Grand Jury.

14268. Are you acquainted with the action of the landlords generally towards their tenants?—Yes, I have been acting for them for the last ten years.

14269. Is there anything like the Ulster custom on the estates of the landlords for whom you are concerned?—No.

14270. Are the tenants allowed to sell their holdings?—There is one landlord who does allow them, but I don't think one landlord makes a custom. As a rule they don't allow it. They give something upon getting possession. I think Sir Henry Gore Booth is the only one who allows it. I act for Colonel Cooper, and he does not allow it. Sir Henry does, but he insists on a clause being inserted in the agreement against the tenant claiming for the money paid on coming in. Major Wood Martin and his mother insist on the same thing.

14271. The O'CONOR DON.—Do they have a written agreement?—It is a regular deed drawn by the landlord, in which he allows assignment on conditions therein-after mentioned, and it goes on to covenant them out of that clause in the Land Act which provides that the incoming tenant shall get something in lieu of what he paid. The landlord makes nothing by it, he knows what he has, but he does not know what he is to get.

14271A. Mr. SHAW.—The landlord looks to the man's character?—It is not always a good thing to change tenancy. If the landlord has a good name, and the tenant wants to sell, he has always plenty of people who are willing to buy. These people have a certain sum of money, and if they spend the whole of it, as they often do, they have no money to stock the farm, or to carry on the farming operations. I think the tenant requires capital, he must pay his labourers, and put his crops into the ground, and if a man comes in with every penny piece out of his pocket, how can he carry on his business.

14272. Are there many changes of tenancy?—Very few.

14273. And very few evictions?—Almost nil. Evictions for over-holding and all that. The landlord never brings a notice to quit except the tenants are unreasonable. I have known cases where roads were being made, and they refused to allow sand to be got, although it did not injure them, and I have given

lessons myself to some of them, but they generally give in. With the majority of proprietors here, I am not aware of anything in the nature of capricious eviction, it is always for non-payment of rent. I have been in about one-third of the cases in the land court here since the Act came into operation. In one case there was a tenant of Sir Henry—it was his father's case, he was agent at the time—the tenant insisted on claiming a whole lot of bog in his neighbourhood. Sir Henry served notice to quit, and the case came on at Ballymote, and when the case was gone into, there was an offer to pay an increase of fifty per cent. on the rent, and I induced Sir Henry to accept the offer in a modified form, and they are satisfied. There was another case, it was near the boundary of Mr. Wood Martin's property, where a tenant had a lease, which we asked to see. "We have not got your lease, but we are instructed it is out," but he refused to show it, or give any information. The agent spoke to him, but it was no use, and we brought an ejectment as if the lease was out, and when it was produced in court, we found it was out, but we failed then, because the case was only brought as an experiment. The man brought his claim, and got a certain amount for disturbance. He said he built, and claimed for a whole lot of buildings which were built by the predecessor of the landlord. He got his compensation, and he was put out.

14273A. It was a small holding?—No, it was rather a valuable holding, close to the town. He put himself out, and the Chairman so told him—that the lease was common property of the landlord and tenant, and that he should take the consequences.

14274. Was there any intention of increasing the rent?—No. The farm was kept in the landlord's hands for a couple of years, and it was let since.

14274A. At a higher rent?—I think not. There was a land claim by the Master of the Workhouse at Dro-more West. That man to my knowledge would never pay his rent without an ejectment for non-payment. Mr. Campbell got tired of this, and served a notice to quit. In my office he gave the heads of what he was willing to do if left in possession, and he promised to execute an agreement to that effect, but when I wrote to him afterwards he told me he would not sign anything, although he had promised it. It was then decided against him, and I think when he paid his arrears of rent he had about £6 or £8 to get. The next case is between a middleman and a tenant. A prominent Land Leaguer in this county ejected several tenants to get possession of their land, and I appeared for the tenants. He tried to evict them several times but

failed. At last he brought his ejectment properly. We filed our claim: one got £95, and another £85, and I think there was a third, but the gentleman never paid compensation to the tenants, and they are in possession to this very day. They reclaimed a lot of bog, no doubt, and, poor creatures, they have nothing at all to live on, for he put them in to reclaim it. He was a little late in ejecting them, and the Land Act came in, and now he has to pay £95 to one of them if he is to get rid of them. That was a case of Luke Collieran, Owen Feehily was the claimant and Luke Collieran the respondent, and the note I have is, "he is a middleman, a prominent member of the Land League. The claimant reclaimed a lot of bog, and respondent wanted to get it back; he served an ejectment, and that man got £95; there was an appeal and it was confirmed. Pat Feehily against same, like result: he got £85."

14275. They have not got costs from him?—They have not got anything. He cannot put them out without the compensation. There was another case I took, Michael Tymon v. J. B. O'Brien, total compensation, £21 8s. 10d. The respondent is a middleman and a Ballymote shopkeeper. He has a small bit of land and pays a head rent for it or none at all. He has some tenants on it, and when they got it into condition a little bit, and had reclaimed it, he tried to put one man out, and he got £21. He paid that and got possession. Bryan Golden v. James Begley: this was a case between tenant and tenant. Coffey v. Powell, Coffey is a small shopkeeper near Gurteen, Mr. Powell has some small property in this county. This man built a house on some part of the land, and when he built it, Mr. Coffey said it was not suitable and he must give it up. The man got compensation. It was, I think, rather a hard case. He had to give up the place. I think he kept it at an increased rent or something like that. Our present Chairman is a gentleman fond of compromises. There was another case. People named Milmo proceeded against Mr. MacDonagh, who wanted to put them out. Milmo was trustee for some girl who had an interest in the place, but his claim was not allowed.

14276. Mr. SHAW.—Are you agent for some property up at the lake?—I was, but not now. For thirteen or fourteen years I was agent for the former proprietor, the owner in fee, and after his death there was a deed, a family arrangement between the various parties, and I was asked to act as trustee, and I was not very wise to myself, for I left out the clause entitling me to fees, and as I did not wish to act for nothing, I gave it up.

14277. The people complained of the rents as excessive?—I am inclined to think they are slightly excessive in some instances.

14278. They are sometimes flooded?—Occasionally. There is one of them a rather troublesome man, named Ward, not a pleasant tenant, but I think on the whole they are excessive. I think the land is not extra good. Of course there is good in some places, but I am inclined to think it is let up to its value.

14279. It is hard to live on it and pay rent?—The rents are high for the quality of the land. When I was agent I made an offer to the tenants to have the lands revalued, but they did not like it and objected to it very strongly. I wanted to see whether it was really as they said, and they tenants would not have it.

14280. That was in the good times?—Yes.

14281. And they were afraid it would be advanced?—Yes, and there was no arrangement between them.

14282. Has there been much raising of rent in the county. No, not as far as I know; I heard of one or two cases, but not on the large properties.

14283. Are the tenants much in debt outside their landlords?—I am afraid they are very much.

14284. Beyond their landlords?—Yes, to banks and shopkeepers and everybody.

14285. CHAIRMAN.—Are the shopkeepers pressing for their money very hard?—Yes, up to the time this land agitation has assumed its present dangerous stage; now they are doing it in a half hearted way; some of them are going on platforms, spouting, and at the same

time issuing processes; others are afraid, and some are trying what time will do in bringing about a difference. The County Court Judge spoke very strongly in one or two cases of the greed of the shopkeepers, and told them distinctly if landlords acted as they were acting a cry would go from one end of Ireland to the other. That is true enough; some of the shopkeepers are so miserably poor they have not money and they are pressed by the wholesale merchants.

14286. What were the cases he alluded to?—The pressure of small shopkeepers on persons who owed them money, and refusing to give them time, and when a decree is pronounced for a small amount some of the poor people ask for time, and they won't get it.

14287. Mr. SHAW.—Do you find they give bills for these debts?—No, not for goods, except very occasionally. The shop cases very generally stand on their own merits.

14288. The O'CONOR DON.—Can you give us any idea generally of the number of evictions that have taken place in the district last year?—Yes. I find, beginning in 1872, and coming down to the end of July, 1880, there were from all causes 1,012 ejectment decrees pronounced by the Chairman; that is for 8½ years. The fourth sessions of 1880, have not come on yet, they begin in December and January, and go on for four sessions; but 1,012 were pronounced in the time mentioned, and of these 1,012, 725 were for non-payment, 265 for over-holding and on title; most of these cases arise between tenants themselves—persons coming in and squatting, and a great many of the cases arise on quarrels between the parties themselves. In some cases where the farmers have under tenants they want to get rid of them, and I venture to say that of the 265 cases, half are amongst the people themselves, middlemen and small farmers. Then there were twenty-two permissive occupancy ejectments; there were put into the hands of the sheriff 269 out of 725 cases for non-payment; the rest were settled; of course the total entries were a great deal more, but in a great many cases ejectments are merely served to bring the tenant to his bearings. The landlord brings it for the purpose of making the tenant pay. He is not such a fool as to ask the tenant to pay costs where he is not able to do so. Then out of the 265 for over-holding and title, 124 reached the hands of the sheriff; which is a much larger proportion, for these are things that are intended to be carried out, and five permissive occupancy cases. Of the total decrees taken out from 1872 to July, 1880, only 398 ever reached the hands of the sheriff altogether, and of this number thirty-eight were never put in force at all; that leaves 360 of a balance, and of this 360 the tenants were reinstated in 232 cases by the sheriff at once as caretakers, and every body knows there is hardly ever a really final eviction for non-payment. Every one of the tenants out of the 269, came in again; not more than a dozen go out; the landlord is not at all anxious to get rid of a tenant if he can keep him in and there are very few cases on large properties.

14289. During the last year how many cases were there?—In 1879, the total entries were 203. I will give the return of decrees since 1870; in 1870 there were 45; in 1871, 39; in 1872, 58; in 1873, 93; in 1874, 102; in 1875, 116; in 1876, 119; in 1877, 90; in 1878, 146; in 1879, 203; that is the decrees pronounced; and then for the period of 1880 there were 85.

14290. Out of the 203 how many were put into the sheriff's hands?—Only eighty reached the sheriff's hands; seventy-three for non-payment of rent.

14291. And how many of the seventy-three were reinstated as caretakers?—By the sheriff at once, I think there was not one turned out; fourteen were not executed at all, being withdrawn afterwards by the parties.

14292. Out of the seventy-four how many do you think were actually turned out?—I don't think that, taking one year with another, there are ever three tenants in a year eventually lost their holdings.

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14293. You don't think that last year there were three occupiers put out in the county?—I don't think there were probably. There was a certain amount of harm done to the tenants last year. They were taught to resist any process of law, and taught not to care about redemption, and to treat the whole thing with defiance. Some of them went back into possession, and treated the whole thing with contempt. In one case I know the landlord made an arrangement with the tenant and he went back and planted the farm. The parish priest said he would be responsible for the man. Some of the tenants, owing to bad advice as to the ejectment, have let their time go by; but I do not believe three of them on the whole year will lose their holdings.

14294. Mr. SHAW.—There have been no purchases by tenants of their holdings in this county?—Not to my knowledge. There was one case in which the property was broken up for the purpose, but no one tried to purchase it. There was one matter I wished to direct attention to—namely, the hardship that arises in administering the assets of intestates. It works great harm amongst the people themselves. Hitherto, and up to the Land Act, the landlord could treat with the tenants and put in the eldest son, insisting that the mother was to live there—she was named in the receipts and he was to have the place. After the Land Act fellows got it into their heads that there was a certain value attaching to disturbance, and that if they once got in they should get compensation when going out; and I know two or three cases of great hardship from that. There was one case on Captain Armstrong's property. A man went to America twenty years ago because there was a load of debt on the place. The mother struggled on, and when one of the daughters came to be married the landlord gave leave to the husband to come in, provided the debts were paid, as he would not allow the people about the place to suffer. The man agreed to pay the debts, and the old woman handed over the farm to the landlord's bailiff, and he handed it to the new tenant; and this went on until the Land Act passed, and then this gentleman who was in America came home and took out administration to the father after the mother's death, and he put them all out, and the Chairman said he was bound to decide no one had

a legal estate in the land until this man had administered. This man put them out and the landlord served him with notice to quit. However, after the notice was served, he took a settlement. The next case was that of a widow who gave up possession to her landlord on the marriage of her son. These were tenants of Mr. Gethin's. The widow's name was Gillmor. The landlord gave the man a lease of the farm and the money went into the pocket of the old woman, and things remained that way until the death of the young man, and when he died the old woman gave a good deal of trouble. She took out administration and repudiated the deed, and declared she had never assented to the lease. The Chairman said the facts were against her, as her signature was to the deed; but inasmuch as she was not vested with the proper authority at the time to give up possession, he must decide according to the law in her favour and put out the young widow.

14295. CHAIRMAN.—Do you think there ought to be a time within which some one should administer, and, in default, the County Court Judge to appoint some one?—I think the real plan would be to give succession to the eldest son, if there is to be succession. Often the farm sold that way is left worth nothing to anybody. A miserable farm of two, three, or ten acres is left. They take out administration and every one comes in to get their share of it, and if it is sold at all it is not worth anything to the man who gets it: by the time he gets the fifth or sixth the value is eaten away. Therefore, I think they should not be subject to administration at all, and that the old estate rules are the best rules in such cases.

14296. It depends on the estate?—Yes; but both these occurred on good estates. Mr. H. Campbell, who lives in this town, has property on which a man died fifty years ago. He left two sons, one who was blind, and he made a fiddler of him and sent him off to earn his bread; and he was doing very well in Belfast when he heard suddenly of the Land Act, and he came back and brought an administration summons against his brother who got the miserable two or three acres, and it was only that the Chairman was a strong Chairman and would not allow it, the other man would have lost everything.

Sir Henry W.
Gore Booth.

Sir HENRY W. GORE BOOTH, Lisadill, Sligo, examined.

14297. CHAIRMAN.—You are the owner of two estates in this county?—Yes.

14298. What is the extent of them?—One contains 11,424 acres, and the other, 12,815 acres.

14299. You succeeded your father in 1876?—Yes.

14300. And you had been acting as agent before that?—Yes, for six years.

14301. On the subject which has been mentioned as to succession, have you any rule on your estate?—Yes, the holding goes to the eldest son, and in default of the eldest son, to the second son.

14302. Do you find any difficulty in enforcing that?—Not up to the present. I have sometimes had cases where they showed a little stiffness, but by sending an ejectment, we have settled the matter in the way Mr. Davys has described. But, where the eldest son has gone to America, or anything like that, we always select the second.

14303. You have had no trouble about it?—I have had to show my teeth once or twice.

14304. We were told yesterday by some of your tenants that there could not be a better landlord in Ireland, but there was one case in which it was said a lease had fallen in, and the tenants were left at the very high rents they were paying to a middleman. They thought they should be brought under some new arrangement?—That is at Dunfore. They are practically paying the same rent for thirty years. The land is excellent. I have somewhat similar in my own hands, and if I was to give £2 an acre for any land I

would give it for this. I don't think they are very much above the Ordnance valuation; they may be slightly.

14305. They are much above the tenants on the neighbouring property, and they think you ought to consider them?—It is one of the largest populated towns in the district, and, perhaps, one of the most flourishing.

14306. Mr. SHAW.—Are the tenants the same number as when you got it, or have they diminished?—I think they are practically the same. One man has just lately given up a piece of land there.

14307. I suppose last year they felt the hard times?—Being higher let than the rest of my land I gave a greater reduction.

14308. They are small holdings?—I should think about thirty acres would be the largest.

14309. CHAIRMAN.—You have over 1,000 tenants?—I am not quite sure. I think 1,150.

14310. Do you allow sale of holdings in case tenants wish to go?—I have lately allowed some sales, but I have limited it, and keep my own choice of tenant. I have been only trying lately to see how it would act. There have been about eight cases altogether.

14311. Your object in keeping the approval is to insure solvent tenants?—Yes.

14312. Have you any deed drawn up?—Yes, providing against any payment to the incoming tenant.

14313. We have heard that complained of?—It is

only protecting myself. If a man is allowed to sell he cannot complain.

14314. You don't restrict him as to the sale?—I must approve of the tenant.

14315. You have never had any evictions except in some cases for non-payment of rent?—No. The entire property is £2,000 or £3,000 under the Government valuation.

14316. Have you had any revaluation of the property, or any part of it?—In a few cases, but very little increase has been made. At present I have a number of leases falling out, but as the times are bad, I am going to wait until they get better—a number of old 1805 leases.

14317. On the dropping of old leases you have a revaluation, and afterwards, whatever time you think is a suitable time, you fix the rents?—Yes. When a lease falls out I always have a revaluation, and, if the land bears it I have an additional rent put on. I am usually one of three valuers myself, to see that things are right, and am opposed to high letting; in fact I am usually the lowest valuator.

14318. There is no general revaluation of the property?—Not in my time.

14319. Do you make any allowance towards buildings or other improvements?—Oh, yes, it is the rule of the Lisabill property. The man generally gets lime and door cases, and stone, and timber for the roof. In many cases, I have actually paid the price of the house.

14320. When you have done so do you put on interest to recoup yourself?—No. I don't think I have ever done so.

14321. Do you think there are many leases made since the Land Act?—I only came in at the time of the Land Act, and I don't think there is much change.

14322. You have not changed your system of helping tenants?—No, I have not.

14323. It is very much as it was?—Yes, I think so.

14324. With more care as to proof that it was done by yourself where you make the advances?—Yes.

14325. Mr. SHAW.—You keep a register of these?—There is a kind of register.

14326. CHAIRMAN.—As regards purchase by tenants you say that speaking for yourself you would be glad of any legislative measure which would enable you to sell at a fair price and enable the tenant to purchase?—Certainly.

14327. Are you tenant for life?—I am tenant for life of one property, but the other, owing to mortgages, it would be very difficult to sell without an Act of Parliament.

14328. Mr. SHAW.—A general Act applying to all such cases would relieve you?—Yes. I would be happy to sell every acre, it would be a great saving to

me if I could get twenty-three years purchase on the ordnance valuation, one-fourth added. If I could sell at anything like a fair price it would be a great advantage to me.

14329. Would many of your tenants be able to pay a third or a fourth?—It would be very hard to say, I should say about one hundred might.

14330. CHAIRMAN.—Would you wish to sell separate holdings to such men as wished to buy, without selling the whole property?—No. I would not sell unless I could get townlands sold, because the inconvenience would be so great. You would have these men fighting with the other tenants; and you would have no hold on them; they would ruin the tenants beside them and themselves.

14331. In places where there was a sale to the tenants would you make restrictions against subdivision and subletting?—Certainly.

14332. Would they be very injurious to the tenants themselves as well as to the country?—Yes; they would marry each son into the holding, and give him a garden, and collect them all round themselves; in fact in my experience they always want to do that. It is a very kind feeling no doubt, to have your family about you, but it leads to great poverty. Only the other day a man came and wanted to split up his farm, and I gave him the above as a reason for not doing so. There is a feeling that they like to have their families about them until they fight.

14333. Family quarrels are very troublesome?—They continually come to me to settle them; in fact it has gone so far that I am obliged to keep a book for the purpose. I have sometimes arranged a marriage, and many marriage disputes.

14334. You think tenants, if let alone, would like paternal government?—I think it would be the most successful in the end, provided they get fair play.

14335. Mr. SHAW.—You have no trouble with them as a general rule?—No.

14336. You find them industrious and anxious to do their best?—I cannot say industrious. I am very fond of them, but I can hardly say they are industrious. If they had more industry they would do better. They usually smoke their pipes from the first of December to the first of February; then they put the crop in, and then they cut the turf; then the hay and then the corn, and then go to the pipe again. If they devoted the winter to a few improvements in their farms it would be better.

14337. How do you account for it?—It is the natural inclination—the natural character of Irishmen. As a rule the Irishman has not the persistency to go on.

14338. They are afraid of their rents being raised?—No. No Irishman can do steady work as a rule. For myself, I would rather do a great deal of work to-day and have a holiday to-morrow. They like to do a great piece of work to-day and do nothing to-morrow.

Mr. FRANCIS M. OLPHERTS, Mount Shannon, Sligo, examined.

14339. CHAIRMAN.—You are agent to Mr. Wynne, Mr. Duke, and Mr. M'Calmont?—Yes. The Wynne estate is in Sligo and North Leitrim. Mr. M'Calmont's and Mr. Duke's in Tireragh, county of Sligo.

14340. Are the tenants allowed to sell their holdings?—Yes.

14341. Universally?—Yes. There has been no sale since I had anything to do with the properties of Mr. M'Calmont or Mr. Duke, but it would be recognized I think, and on Mr. Wynne's it always has been.

14342. Mr. SHAW.—Does he interfere with the price?—The late Mr. Wynne wished to limit it to about three years rent.

14343. He found it difficult?—No; it was generally agreed to.

14344. Has that limit been maintained?—No; but it has gone up to five years in some instances, where the buildings were pretty good; the changes have been very few.

14345. Were the improvements considered?—No; they were thrown in; it was merely the rental.

14346. I suppose he maintains the option as to the tenant?—Yes; but I had no occasion to interfere, as there was no well founded objection.

14347. They were generally tenants on the property?—Yes, always.

14348. How long have you been agent?—About thirty-two years over Mr. Wynne's property, and about eight years over Mr. Duke's.

14349. Have you had many cases of eviction either for non-payment or on notice to quit?—None on Mr. M'Calmont's. I am agent there for about twelve years. One upon Mr. Duke's on notice to quit to settle a family dispute.

14350. Was that since the Land Act?—Yes, about twenty years ago, which was settled by the parties amicably, without the aid of any court.

14351. On Mr. Wynne's estate, I suppose, there

Mr. Francis M. O'pherts.

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Sir Henry W. Gore-Booth

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—
Mr. Francis
M. Olpherts.

were very few ejections?—On Mr. Wynne's not a dozen for the last thirty years for any reason, nor more than three or four in which the Habere was executed by the sheriff.

14352. Do you find that the tenants have been in the habit of making improvements?—Very little of substantial improvement beyond that of building offices. A few of them have done that.

14353. Have they assistance?—No; they never asked for it, except for forest timber, which was given free or at half price. They were an independent set of men.

14354. Did they drain their land to any extent?—No; except what Mr. Wynne has done.

14355. It is generally in a good state?—Yes. It lies within four miles from town altogether to the north. The Leitrim property is of the same character.

14356. CHAIRMAN.—When a sale takes place is there a revaluation?—No.

14357. Is there any fixed period of revaluation?—No. There has been no revaluation on the Sligo estate. There was one on part of the Leitrim estate. The rent of the particular district is £1,825, which is about £26 or £27 less than it was in 1845. The valuation of that is about £1,800—£1,797 exactly.

14358. Was that revalued at all?—It was revalued in 1854.

14359. Was that upon the dropping in of a lease?—No; it was Church land, bishops' leases, and there was an understanding it should be revalued every twenty-one years, but that was not carried out regularly.

14360. Did you increase the rent very much then?—No; it was lowered by £26.

14361. It has continued the same since?—Yes; the valuation is about £1,800.

14362. Mr. SHAW.—There was some complaint about some property towards Clogher, Holywell?—He held a small leasehold property from Mr. Gethin, and when the lease fell he discontinued the privileges which they had while holding as direct tenants from him.

14363. CHAIRMAN.—He has some property in the same neighbourhood, and one tenant mentioned a case in which he had lost perquisites?—I have had nothing to do with them for some fifteen years.

14364. Mr. SHAW.—Did any of the tenants on Mr. Wynne's estate purchase?—No. There was one man named Park, he held under a terminable lease, and he bought the fee of his interest before the change. He was recommended, and the price that was asked he gave, but since that I understand that the conveyance was made to a relative who advanced him money. Parke was offered by a solvent party three of four years rent for his purchase, and to my knowledge. Then there was some six or seven townlands sold, and there was a townland called Ballinaleck, on which there were three tenants, and I thought we could deal with them, and I urged them very strongly to buy, and told them how easy it would be, but they would not do it, and it was bought by Mr. Lyons in trust for a relative for whom he was trustee. In another case where there were nine tenants, I thought they might make up the purchase-money amongst themselves, but they declined.

14365. That was a fair case for experiment?—Yes.

14366. And why did they decline?—I don't know. I think they could have managed a third of the money. I think one reason at Behey townland was that it lay adjoining Mr. O'Hara's property, and I think they thought he would buy it as he was a good landlord, and Mr. O'Hara did buy it. There was another townland on which there were four tenants, and it also adjoins Mr. O'Hara's property. A man named Burke feared from something he heard that an outsider would

buy it, and he, rather than be subject to him, said I will give anything for it, and he gave thirty-two years purchase for it. He put that forward in writing, and I felt I could not avoid putting that before the Judge, and he then declared him the purchaser. Afterwards Mr. O'Hara bought this townland with another and this man at once withdrew. He was satisfied with Mr. O'Hara. The matter was settled between him and Mr. O'Hara.

14367. They were a respectable class of tenants?—Yes, and they preferred a good landlord.

14368. CHAIRMAN.—Do you know of any glebe lands or Church lands being purchased by tenants?—I know of two lots of glebe property on which the tenants are worse off, in the county Leitrim, than before, and some of them say they would never have bought if they had thought they would be pressed for the payment of the instalments as they have been.

14369. Mr. SHAW.—Was that at the bad times?—Before the bad times.

14370. CHAIRMAN.—They bought in expectation of not being asked for the instalments?—No, it was the good times influenced them, and now I believe they are very much worse off than they were, and they say they would never have bought at all if they had any idea that the money would have been exacted from them as it has been half yearly.

14371. Mr. SHAW.—They had to borrow too perhaps at a heavy rate of interest?—I think they borrowed from the Board of Works.

14372. But they borrowed advances from others?—Yes. They borrowed three-fourths from the Board of Works and I think it is the instalments of that which presses them. I met by appointment some of Mr. Wynne's tenants in north Leitrim, and I put all these queries before them and I asked them to consider the matter. I said it might be looked upon that my evidence was onesided, and I wished them clearly to understand the thing. Yesterday I got the answers from one district of county, which four or five men represented, and only two signed it. I left it entirely to themselves. I said I am not going to answer any of the questions for you and I did not help them in any way. In Ballaghameehan I had five of them altogether. I talked to them for a while and it was this morning I got the answer:—"Honoured Sir—We the undersigned beg to state we don't understand the queries and we thought it better to return them unanswered" I did my best to get them to answer. On Mr. Wynne's property the rental is £10,000, and the valuation £9,300, acreage about 17,000. Mr. Duke has forty tenants paying £680; valuation £600, acreage 1,400. Mr. McCalmont has four tenants paying £229; valuation £220.

14373. CHAIRMAN.—Is it your opinion that these are reasonable rents?—I am so satisfied about it that I told Mr. Wynne and Mr. Duke that I thought they were perfectly safe in inviting a valuation at any time they liked, provided there are competent people selected. Mr. Duke's would bear a higher rent because he allowed me to spend £500 on the last five years on it in permanent improvements of open main drainage.

14374. Has there been much expenditure on Mr. Wynne's property?—A great deal.

14375. Since the last fixing of the rents?—There has been no fixing of the rents since I came to the country. There was a good deal of money laid out by the landlord without increase of rent. There was no increase that I know of. Instead of reducing the rents in some cases drainage was done so far back as 1847, 1848, and 1849.

The Commissioners then adjourned until the following Monday.

TWENTIETH DAY.—SATURDAY, 16TH OCTOBER, 1880.

Oct. 16, 1880.

The Commissioners sat in Blaine's Hotel, Donegal, at 11 o'clock.

Present:—The Right Hon. the EARL of BESSBOROUGH, Chairman, and WILLIAM SHAW, Esq., M.P.

Mr. LANTY HANLON, Lettermacaward, Stranorlar, Donegal, examined.

Mr. Lanty Hanlon.

14376. CHAIRMAN.—Now, how many acres of land do you hold?—I cannot exactly say the number, sir.
14377. Somewhere about?—Sixty acres.
14378. Mr. SHAW.—It is a mountain run, I suppose, part of it?—Yes.
14379. How much is arable, about?—Well, I suppose, there is one-half.
14380. And the rest mountainy?—The rest mountainy.
14381. CHAIRMAN.—Is it all held under the one landlord?—All under the one landlord.
14382. And who is he?—Charles Deazley, sir.
14383. And who is agent of that property?—His brother, William Deazley.
14384. Is it a large property?—No, small.
14385. Mr. SHAW.—Does he live in the country?—The landlord lives in Wales, and the agent lives in the county Tyrone.
14386. CHAIRMAN.—What is the rent you pay now?—I pay £41 10s.
14387. And how long have you been paying that?—Since Mr. Deazley came into the property, about thirteen years ago.
14388. Mr. SHAW.—Did he raise it?—He did.
14389. How much?—From £24 8s.
14390. That was the rent you paid before?—Yes, that was the rent I paid to Mr. Conolly.
14391. Was it his property?—Yes.
14392. Were you there long?—Oh, yes, sir; before I was born.
14393. Your father before you?—Yes.
14394. And the rent never raised?—Never raised.
14395. Until it was raised thirteen years ago from £24 to £41 2s.?—Yes.
14396. And about half of it is arable, workable land?—About half of it is arable.
14397. Is it near Stranorlar?—No, sir; it is about twenty-three miles from Stranorlar, there is no market within ten miles of it.
14398. CHAIRMAN.—Were the buildings the work of your own family?—Altogether.
14399. No allowances?—No allowances made by the landlord, except that Mr. Conolly made some allowances in his time.
14400. And when were the houses put up, generally in his time?—Altogether in his time.
14401. And he made some allowances in the way of slates, or something of that kind?—He gave slates.
14402. And any timber?—Not that I am aware of, except window frames.
14403. Mr. SHAW.—Did Mr. Deazley make any allowances?—No, sir.
14404. Not even in the bad times?—No, sir; not a penny.
14405. CHAIRMAN.—Have you had any drainage done?—None, except I done it myself.
14406. How much have you drained or your family?—I drained a great deal of it.
14407. Mr. SHAW.—You reclaimed a great deal of it?—A great deal.
14408. Are you going on reclaiming?—Still.
14409. You have no lease?—No lease, but I have not reclaimed as much as I was in the habit of doing.
14410. CHAIRMAN.—Since when?—Since Mr. Deazley got the property, we have not as much confidence as we had in Mr. Conolly's time.
14411. And would you be inclined to go on with the improvements if you had a feeling of security that the rents would not be raised?—I would.
14412. What is the Poor Law valuation?—£21.
14413. Is that the general proportion of the rent to the Government valuation as on the other holdings around?—It is on that property.
14414. Then there was a general rise of rent?—Yes.
14415. Was there any valuation then?—No, it was made on the Government valuation, 20 per cent. over the valuation; that is, taking in the valuation of buildings as well as the land.
14416. Mr. SHAW.—You have tenant-right, I suppose on the property?—We have, we can sell.
14417. You are allowed to sell?—We are not prevented from selling.
14418. CHAIRMAN.—Is there any restriction as to price?—Not that I am aware of.
14419. Any selection on the part of the landlord of the purchaser?—Not that I am aware of; I heard of some case that there was a selection to be made.
14420. Is there anything that you might call a rule of the estate upon the subject of a sale of holdings?—No, sir; he adopted no rule to my knowledge.
14421. In Mr. Conolly's time was there any restriction?—There was. Mr. Conolly's wish was that the adjoining tenant should have the benefit, in case he would give as much as any other bidder, that he would get the farm.
14422. How did they ascertain what any other bidder would give?—It was put up to auction, and in case the adjoining tenant would give as much as was bid at the auction, he got it.
14423. Mr. SHAW.—No restriction in price?—No restriction.
14424. CHAIRMAN.—Is there any turf in your neighbourhood?—There is.
14425. On your own holding?—Oh, none there.
14426. That has all been used up?—All been used up.
14427. That is the part of the land, perhaps, that you were draining?—Yes, sir; there was turf cut on the land, and I reclaimed it.
14428. Is turbary allowed on the property?—There is.
14429. You pay for it?—We pay for it.
14430. You have to pay for it after it has ceased on your own holdings?—We have.
14431. Mr. SHAW.—Does he charge you high for the turbary?—I pay about £1 for the right of turbary.
14432. Do you pay that to the landlord?—I pay to the owner of the land, to the tenant.
14433. CHAIRMAN.—How far have you to draw it?—About two miles.
14434. Mr. SHAW.—Have there been any sales since Mr. Deazley bought it?—There has.
14435. By tenants?—There has.
14436. Have they got good prices?—Very good prices.
14437. Notwithstanding the rise of rent?—Yes.
14438. Lately it has been different, owing to the bad times?—There have been no sales for the last twelve months or two years.
14439. CHAIRMAN.—Do you think there is any feeling among the tenants generally that they don't like to have their lands looking too well for fear of an increase of rent?—They have not the same confidence they had in Mr. Conolly's time—they are not inclined to make the same improvements.
14440. It was mentioned in the neighbourhood of Sligo that the tenant did not like to appear too well off, or his land looking too well, for fear of a rise?—That is the case in our own district.
14441. Mr. SHAW.—Do you recollect the rental of the property that Mr. Deazley bought?—I do not.

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Mr. Lanty
Hanlon.

14442. Nor the money he paid for it?—It was something over £7,000.

14443. Do you know the rental now?—I am not aware of it.

14444. CHAIRMAN.—Is there anything else that a tenant can make money by besides his land in this neighbourhood?—Nothing, sir.

14445. Now, when this increase of rent took place, did all the tenants accede to it?—They had to accede to it.

14446. How was it done—was a notice to quit given?—There were no notices served, sir; but they were noticed that this was the rent they would have to pay, and fearing that notices to quit would take place, they from one to another agreed to it sooner than meet with any other difficulties. They were afraid of being ejected.

14447. Mr. SHAW.—Afraid of law?—Yes, sir.

14448. CHAIRMAN.—When the rent was raised there was at that time no compensation if you had been put out on notice to quit?—No; there was no Land Act.

14449. Do you think there has been any greater feeling of security since the Land Act?—Not much, sir, on this property that I can see.

14450. Do you think the feeling of the tenant is, he does not want the compensation, but he wants to remain in the place?—He wants to remain in the place, sir. He does not look on compensation as equal to the benefit his little holding would be to him. He looks upon it as a home.

14451. Mr. SHAW.—Have you any other business yourself?—I keep a shop.

14452. You have improved the land a good deal, I suppose?—I have.

14453. What rent is it worth that a man can live upon it, if he had to live upon it?—I should say about the Government valuation would be a fair rent.

14454. That is £21?—Yes, £21.

14455. Did you pay Mr. Conolly £24?—Yes.

14456. Do you not think that a reasonable rent?—I would not think it unreasonable.

14457. Is £41 the full value of the place, with all your own improvements?—That is the rent.

14458. Would any tenant give that for it, with all your own improvements?—I think not.

14459. CHAIRMAN.—Do you think you would not get anything for the land if you were selling at that rent?—I am not aware, I cannot say.

14460. Mr. SHAW.—Are they Irish acres or English?—English.

14461. Are they generally English acres in that part of the country?—Yes.

14462. But your house is on it that you keep the shop in?—It is.

14463. And you have no lease?—No lease.

14464. CHAIRMAN.—Is the back half year allowed to run?—No, all paid up.

14465. Was that the case under Mr. Conolly?—No.

14466. Then the tenants had to make that up?—Yes.

14467. Were they given time for that?—That was always left in the hands of the incoming tenant, in case he sold and it was not asked for until the property was sold.

14468. How long were the tenants given to pay it up?—Some of them never paid it at all.

14469. It was struck off?—Struck off.

14470. Mr. SHAW.—By Mr. Conolly?—By Mr. Conolly.

14471. CHAIRMAN.—Then it did not run with the sale of the land?—No, sir.

14472. Mr. SHAW.—Is there any ejectments there except for non-payment of rent as a rule?—No.

14473. If a man pays his rent he is never disturbed?—No.

14474. You have fixity of tenure in fact?—In that case we have.

14475. The same on the other properties about?—As far as I know.

14476. CHAIRMAN.—Then you have fixity of tenure and free sale, but you have not the other, fair rents?—Yes sir, that is what we complain of.

14477. Mr. SHAW.—If that was settled in some way you would be perfectly satisfied?—Perfectly satisfied.

14478. Would you care about buying your holding if it was in the market, being your own landlord?—I would be anxious to buy.

14479. If you had this fair rent you could buy still?—I could.

14480. Do you think the other tenants could, provided there was a fair proportion allowed one-third or one-fourth?—Yes.

14481. Why did they not buy when Mr. Conolly was selling?—They were not able of themselves to buy.

14482. Are they an improving tenantry?—They are inclined to improve.

14483. CHAIRMAN.—Are you within a reasonable distance of a railway?—Twenty-three miles.

14484. Good roads?—Roads very bad.

14485. Mr. SHAW.—And you are away from a market?—Ten miles.

14486. CHAIRMAN.—Is there anything more you would like to mention?—I would wish to give a few cases. There is a man I know on the same property, Pat. M'Swiney, his Government valuation was £1 and his rent to Mr. Conolly during his time was 4s., and the present rent is £1 16s.

14487. Mr. SHAW.—What has he, is it a house?—A house and spot of land.

14488. How much land?—I cannot say, a spot of bog land, that was useless and he reclaimed it himself.

14489. £1 16s. is enough for it as it stands?—Too much, because in its natural state it would not be worth 10s.

14490. It would go back again?—It would go back again to its original state.

14491. Did he build the house?—He did.

14492. CHAIRMAN.—How long had he it at 4s.?—Over forty years.

14493. Mr. SHAW.—He is a labourer?—A labourer.

14494. And has that bit to live on just a house and garden?—Yes, a home. There is another, Widow Boyle, her Government valuation is £1, and the rent she paid to Mr. Conolly was 6s., and her present rent is £1 10s.

14495. She is the same kind of person I suppose, living by her labour?—Yes, living by her labour, has a little family and works the place, a piece of bog. Charles Gallagher, Government valuation of his holding is 15s., and the rent he paid Mr. Conolly was 6s., and his present rent is £1 4s. *

14496. Some kind of labourer, I suppose?—Yes, sir. Well there is a James O'Donnell, the Government valuation of this man's land is £2 10s., the rent he paid Mr. Conolly was £1 14s., and his present rent to Mr. Deazley is £6 12s.

14497. It was all put on at the same time?—At the same time, at the purchase sir. There is James Malley, his Government valuation is £4 15s., and the rent he paid Mr. Conolly was £2 12s., and his present rent to Mr. Deazley is £7 10s.

14498. He lives by his farm, I suppose?—Lives by his farm, no other means.

14499. Those last two are the same?—O'Donnell, has a post-office, but he is only getting £3 a year for it.

14500. CHAIRMAN.—Are these all in a village or town?—A country place.

14501. Mr. SHAW.—Have you any other case?—No more.

14502. But these are all on this property?—All on this property.

The witness withdrew.

Messrs. HUGH M'GINTY, Finnybawns, Donegal; and FRANCIS THOMAS, Birchhill.

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Messrs. Hugh
M'Ginty and
Francis
Thomas.

Mr. HUGH M'GINTY examined.

14503. CHAIRMAN.—Are you a tenant?—Yes.

14504. Who is your landlord?—Lord Arran.

14505. How many acres do you hold?—About nine acres.

14506. And what is the rent you pay for it?—I pay £9 14s. 6d.

14507. And how long have you been paying that?—I am paying it these last twenty years.

14508. Mr. SHAW.—Was it raised then?—Not since that.

14509. But when was it raised?—About twenty years ago.

14510. How much was it before?—I have two little places, and the place I am living in, when I got it from my predecessor, it only paid £1 17s. 6d.

14511. CHAIRMAN.—Part of the nine acres?—No, the five acres we will say.

14512. Separate from the nine?—Yes.

14513. Mr. SHAW.—What was the other?—Previous to getting this last five acres, I had the four acres.

14514. What was the rent of that?—£2 10s.

14515. That is £1 17s. 6d., and £2 10s., were the rents they were subject to, before 1859?—Yes.

14516. CHAIRMAN.—Who was the landlord then?—The same.

14517. Mr. SHAW.—That was £4 7s. 6d., and it is now raised to £9 14s.?—Yes.

14518. Why was it raised?—We got six months' notice from the agent to come in, and then the rent was left on on all the property, and we were subject to being dispossessed if we would not submit to it.

14519. Were the houses built on it?—We built the houses ourselves.

14520. And did everything, made all the improvements?—Made all the improvements. The place I am living in, was a bog when my predecessor occupied it, my father-in-law, he improved it as well as he could, but it was a regular waste and bog on which the whole estate used to cut their turf. He built upon it, and according as the bog was cut away, he reclaimed it, and when I got it, I reclaimed it as much as I could also, and the rent was put on it, but still it is not good land yet, and never will be.

14521. CHAIRMAN.—Was this reclaimed by cutting open drains?—Yes, by draining, manuring, and labouring.

14522. Was any part of it thorough drained?—No, only what would do ourselves.

14523. Was any part of it drained with stone drains?—Oh yes, it is all stone drains.

14524. Mr. SHAW.—And it would go back again to bog. I suppose if you did not keep working at it?—It would never go back to bog, the bog is cut away, but it would go back to weeds and waste.

14525. You till it?—Oh yes, it is well tilled.

14526. Do you keep cattle on it?—Yes, it is well manured every year.

14527. Near the town?—About two miles and a quarter.

14528. On the Derry-road?—No, a little off it.

14529. CHAIRMAN.—Does it grow good grass?—Some of it is pretty good, but it wants to be manured. If we let it out for a year or two when the manure is in good heart, it gives good grass, but then it fails.

14530. Mr. SHAW.—You must break it up again?—Yes.

14531. CHAIRMAN.—Do you go round it for tillage in five years?—It is all the better if we give it five, three we generally give.

14532. What is the Government valuation?—£6, £3 for the place I am living in, and £3 for the other.

14533. Mr. SHAW.—That is for the houses and all?—No, the land.

14534. CHAIRMAN.—Have you any turf left on your holding for firing?—There is but very little.

14535. Where do you cut turf?—Upon Lord Arran's mountain.

14536. Is that let free?—Oh, yes, we have it free.

14537. Every tenant allowed a certain proportion?—Yes, the bailiff used to claim 1s. from every tenant for giving him the bog.

14538. That was the rule; the bailiff got something for marking it out?—Yes.

14539. Is it in banks, each tenant cutting his own bank?—Yes.

14540. Mr. SHAW.—Were all the tenants raised about the same time?—They were.

14541. In the same proportion?—Generally.

Mr. Thomas.—The whole estate was served with notice to quit at the time.

Mr. M'Ginty.—We had not to pay the whole rise at the same time; we paid half one year and half the succeeding year.

14542. And since then you paid the advance?—Mr. M'Ginty.—Yes.

14543. Did you get any allowance the last two years?—Not a penny.

14544. Are you allowed to sell your holdings?—We were at one time, but we are prohibited now. About ten years ago Lord Arran made a rule; we used to have liberty always to sell; he made a rule that the incoming tenant should pay 25 per cent. of a rise of rent; that was in order, I think, to prohibit the tenant from selling.

14545. Twenty-five per cent. in all cases?—In all cases, 5s. in the pound. That, of course, was a great hindrance to the tenant to sell. I, for one, myself, proposed to sell one of the little holdings. My children left me and went to other countries, and I could not occupy it, and I proposed to sell it. The sale went on, but the man would not take it. We wrote to Lord Arran to see would he take off the 25 per cent., but the answer was he would not, and the lands remain there unsold.

14546. Mr. SHAW.—You thought the first rise was enough, and that there would be no further rise?—So it would, quite sufficient. I considered that broke the Ulster tenant-right we had all along.

14547. Of course it is no use if the rent is too high?—Yes. No man would purchase.

14548. CHAIRMAN.—When was that rule made?—About ten years ago.

14549. Have there been many sales since that time on the property?—There were a few sales, and they all had that rise.

14550. And before that time was there any rise upon a sale?—No.

14551. Mr. SHAW.—You were allowed to sell?—Certainly. Only a tenant got the preference if he was next.

14552. The neighbour always had the preference?—He did, and that prevented an incoming tenant from purchasing too, because it was not free sale.

14553. CHAIRMAN.—But under that system how did they ascertain the price that the neighbouring tenant should give. Was there an auction?—Oh, yes, an auction.

14554. And then after the highest bid the neighbouring tenant had an opportunity of taking it at that price?—He would, and he would not bid 1s. for it.

14555. Mr. SHAW.—But he would if the rent was to remain as it is?—Whether or not, because he knew he would get it. I think it was injurious to the man disposing of his land, for he would not get the value of it. There was great competition here at one time for land.

14556. In good times?—Yes. Everything was high—cattle, horses, pork, hay and flax.

14557. CHAIRMAN.—Were the tenants doing well?—That is the time the rent was raised upon them.

14558. Have they been going back since then?—

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Thomas.

Certainly, there is a number of them heavily in debt. We were in debt ourselves for the last few years, and we would not be able to pay the rent; it is by other industry we live.

14559. Mr. SHAW.—You have other means of living?—Yes, my children in Scotland send me plenty

to keep me going, and I have a kind of trade to keep me going.

14560. CHAIRMAN.—Do you grow flax in your country?—Yes, but my land won't grow flax, it is too boggy.

Mr. FRANCIS THOMAS examined.

14561. CHAIRMAN.—You hold on the same property?—Under the Earl of Arran. I hold ten Irish acres.

14562. What is your rent?—£11 5s.

14563. Mr. SHAW.—That is the present rent?—Yes.

14564. What was the old rent?—It is in two divisions; the rent of one of them was £3 10s. to 1859, it was raised to £7 18s. 4d., that is the rent of that. The other place paid 25s., now it pays £3 7s. 4d.

14565. Are they both together?—They run parallel.

14566. You have your house on one of them, I suppose?—Yes.

14567. You built it yourself?—Yes; house, and offices.

14568. CHAIRMAN.—When were the house and offices built?—They were built by my father.

14569. How long ago?—Something about 60 years ago.

14570. Do you know whether there were any allowances made at the time towards the expenses?—Not one shilling, they would not get as much as a stook to put on the house.

14571. Mr. SHAW.—There never was anything done in the way of improvement on the estate?—No. We were raised 25 per cent. in 1859, and two years afterwards we were raised 25 per cent, and two years again we were raised again, and it makes up what we are paying now.

14572. It was in three instalments?—Yes; and every time served with a notice to quit, and then when we came in—there were two townlands noticed to quit on the one day, our agent was Mr. Sims; if we would not say at once, "Damn your soul," he would say, "take it or leave it."

14573. You had no option?—No; I was held to the place by two old people, my father and mother. I could not leave and emigrate, and I was held to starvation.

14574. CHAIRMAN.—Were those rents fixed in consequence of valuation?—Yes; there was a valuation two years before—Gale's valuation.

14575. When was that?—It was about 1847.

14576. Sent by the landlord?—Yes.

14577. You knew it was being valued at the time?—Yes; we did not know the valuation first until we got the first rise, and when we objected to the first rise, Sims said, "If we knew what the rents were going to be we would cut our throats sooner than pay them."

14578. Then the rent was not put on then?—It

went on in two instalments. We paid the first half of rise in November, 1859, and we were noticed two years afterwards for the second; and when we had that paid, in two instalments, we were noticed the third time to quit in May.

14579. Mr. SHAW.—This advance was in three steps?—Yes; Professor Baldwin was here and examined Mr. Crane's books, the agent's, and he only showed him one rise, and he then called on me to take in my receipts. I took in my receipts and the three notices to quit and left them down, and Professor Baldwin took my receipts with him.

14580. CHAIRMAN.—There was a general notice to quit, and a general notice that rents would be raised?—Yes; the notice to quit is to agree and comply with Lord Arran's rules or else give up the holding.

14581. Mr. SHAW.—You could not help yourselves?—No.

14582. I suppose there are no evictions on the estate except for non-payment of rent?—Yes.

14583. So that you have security of tenure in that way, but what you complain of is the high rents?—The high rents, and especially this 25 per cent. on the incoming tenants, which deprives us of selling our places.

14584. CHAIRMAN.—What is the Government valuation you say?—My Government valuation, houses and all is £8 10s.

14585. How much is on the holding?—Something about £1 or 30s. M'Ginty—I paid £75 above my valuation since the last 25 years.

14586. Mr. SHAW.—And you cut turf the same as he does?—Thomas—Yes; on the mountain.

14587. And no help from the landlord?—No; this land I have was left a waste. We drained it.

14588. CHAIRMAN.—Has there been any money laid out on improvements in the property of Lord Arran?—Yes, in 1847; but if it was, it was his sub-agent kept it, for the tenants inherited very little of it. In cases where they were allowed 1s. or 2s. a perch they were given 4d. and 6d.; he kept the money. His sub-agent Mr. Adair, and he got a farm and manured it, and dressed it, and kept it in a high state of cultivation with Lord Arran's money, and when he was disqualified from the office we had to pay for his bad doings.

14589. Mr. SHAW.—He is not alive now?—He died; he died a miserable death. There was not a man to put him into the coffin. His brother came from America, and drank and sported the money, and went a drunken lunatic out of the country.

The witness then withdrew.

Mr. JAMES SMULLEN, Donegal, examined.

Mr. James
Smullen.

14590. CHAIRMAN.—You are a hotel keeper and farmer?—Yes, I am a hotel keeper, and farmer, I farm a great deal.

14591. Where do you live?—I live opposite in this town.

14592. How much land do you hold?—I hold one farm of forty acres statute, and another of twelve, and two or three pieces of land of ten acres Irish.

14593. How much altogether?—Seventy or eighty acres statute.

14594. Under Lord Arran?—Yes.

14595. Mr. SHAW.—Near the town?—No, this little farm is upwards of an Irish mile out of the town.

14596. CHAIRMAN.—Are they held by different tenancies?—Yes, some of them are leases, one on which I built a flax mill. I have a lease of.

14597. How many acres have you a lease of?—Ten acres Irish.

14598. Mr. SHAW.—But the forty acres is without a lease?—It is a yearly tenancy. I bought it in 1870, for £300. I bought it from the brother of Lord Arran's late agent, John Adair, I paid £300 for it. The rent of it was £18, and when I had it two years, he wanted to raise me to £36, and he settled the rent at £30 10s.

14599. Did he send a valuator on the place?—No, they had no valuator, and if I went to sell that farm

they would charge twenty-five per cent. to the incoming tenant.

14600. Had you notice to that affect?—No, but that is the rule.

14601. CHAIRMAN.—That is the established rule now?—Yes.

14602. And that was made ten years ago?—Yes, about ten years ago, they commenced to charge twenty-five per cent.

14603. Would you just say the rent of this holding?—That particular farm that I speak of, the rent is £30 10s., and it was £18 when I bought it.

14604. Mr. SHAW.—You paid £300 for it, and made all the improvements with their knowledge?—Yes, I am improving it ever since I got it.

14605. CHAIRMAN.—How long ago did you build the house?—Adair built the house.

14606. Mr. SHAW.—But everything was done by the tenant?—Done by the tenant.

14607. But now if you were going to sell it, the incoming tenant would have to pay twenty-five per cent.?—Yes, that is the rule.

14608. Do you think that destroys the tenant-right?—Yes, there is no tenant-right. I gave £30 a year for manure for it.

14609. You drained it all since you got it?—Yes, and it was all roots and mires and everything, and I suppose there were some acres cost me £20 and above that.

14610. CHAIRMAN.—What is the general proportion to the Government valuation through the property?—The purchase money?

14611. No, what is the general proportion between the rent and the Government valuation?—Some of them are a great deal higher than the Government valuation.

14612. You don't know how much?—Some of them are far more than a quarter, the land about the town is as dear again as the valuation.

14613. Mr. SHAW.—You don't consider yours a townpark?—It is an ordinary farm.

14614. CHAIRMAN.—How far from the town?—It is more than an Irish mile, but it is a very bad road.

14615. Mr. SHAW.—Adair got it up from some tenants, I suppose?—Yes.

14616. CHAIRMAN.—Is there a residence on it?—No, nothing but a labourer's cottage and offices, they are good, two story high, you can tie eighteen head of cattle in them.

14617. Have you ever asked for a lease?—No.

14618. You thought the tenant-right better?—The tenant-right, if they charge twenty-five per cent. I would not get first cost, the rent is too high by far.

14619. Mr. SHAW.—The rent as it is?—Yes, £12 10s. of a rise, after all the money I left out on it. It cost me £200 a year improvements, and £300 purchase money. Lord Arran never laid out a farthing on it.

14620. Is it the general rule on the property?—Yes, Lord Arran never lays out a farthing.

14621. Is it a large estate?—He has pretty large estates.

14622. CHAIRMAN.—Have there been large improvements done by the tenants of late years?—Some of them have, and some of them have not.

14623. What has been the principal improvements during the last twenty years?—Draining.

14624. And has it been done pretty well by the tenants?—Any of them that can do it, try to improve a little every year.

14625. Mr. SHAW.—By their own labour?—Their own industry.

14626. You are allowed to sell, but you think the tenant-right is gone?—Yes, and the landlord must be pleased with the tenant; he can object to any man unless he agrees to his own office rules.

14627. That affects the improvements?—Yes, it must affect the party selling it very much.

14628. You never asked for a lease?—I would not take a lease from Lord Arran at the present rent.

14629. You would not?—I would not.

14630. I suppose any valuator coming on it and valuing the farm as it stands?—That would be making me pay for my own improvements.

14631. But, if he excluded your improvements, he would not put £30 a year on it?—Without my improvements it is not worth the old rent.

The witness then withdrew.

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Mr. James Smullen.

Messrs. HUGH GALLAGHER, Drumlonogher, and JOHN M'GAHAREN.

HUGH GALLAGHER examined.

Messrs. Hugh Gallagher and John M'Gaharen.

14632. Mr. SHAW.—How far is Drumlonogher from town?—One mile.

14633. CHAIRMAN.—Are you a tenant on Lord Arran's property?—Yes, sir.

14634. What land do you hold?—Something like about seven acres—statute acres—but it is concerning the office rules principally, as an auctioneer, that I wish to state.

14635. We have heard that there is an office rule, that was made about ten years ago, about twenty-five per cent. increase, on any change of tenancy?—Yes, sir; that is since the Land Act. There has been tenant-right allowed on the Earl of Arran's estate, and since the passing of the Land Act, in 1870, that was years after we got a considerable rise, in 1859, in Mr. Syms' time, there was a new office rule established, when Mr. M'Crane was agent, that if I was called upon, or any other auctioneer, to sell a farm of land for any tenant, there was no objection to our selling; but, previous to Lord Arran's accepting a new tenant he had to sign a document promising to pay twenty-five per cent. of an advanced rent, no matter how high the farm or place was previously.

14636. Was there a change of agents at that time?—It was since the present agent came, this rule was, Mr. Crean.

14637. Did he introduce the rule?—It was during his time, Mr. Sims was acting for Lord Arran when the rents were advanced very much.

14638. They were advanced, in 1857, after a valuation of Gale's?—The same.

14639. Mr. SHAW.—And all the rents were advanced at the same time in the same proportion?—

Not in the same proportion; some of them were nearly doubled.

Mr. Gaharen bought since the rule about 1875, this twenty-five per cent. One of the cases

that it was brought to work against was a sale of

land belonging to Hugh M'Ginty. He had been bid

up to £80 some three years ago. However, it was

sold for £62, on the 12th of August, 1879, to one

Patrick M'Crudden, and according to the rules, we

wrote to Lord Arran, asking him to accept for the

vendor, M'Crudden, as tenant. The rent was £4

8s., and the reply that came back to Mr. Jackson,

his sub-agent here, was that he had no objection to

M'Crudden as tenant, provided he would consent to

pay this 5s. in the pound, in addition to £4 8s. rent.

And the result was that M'Crudden would not have

the farm at all. I wrote a second letter, thinking

it would break him down, owing to the dull times,

and mentioned M'Ginty was tightened up, and not

able to pay the rent for another portion.

14640. And this M'Crudden was a solvent man?

—Yes; ready to pay cash down, and holding another

farm under Lord Arran. In September, 1879, I sold

under the court, a farm at £250; it was a legacy

that was divided among brothers and brothers-in-law,

and it was by order of the court I made a sale. The

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solicitor for the party who purchased, Mr. Mecredy, objected to pay twenty-five per cent., said he would take it into the courts first, and the result was Mr. Jackson caved in, and did not insist on the twenty-five per cent., but that he would give him some equivalent for poor rates.

14641. CHAIRMAN.—Then they did not give the notice in that case?—Oh, yes; his bailiff was there, and gave notice, but the solicitor said he would go into the courts and resist the 25 per cent., and the result was, he did not put it on. I wrote, asking his lordship in M'Ginty's case, to give me the same treatment, and I was refused it. I also called an auction for a widow woman, Mrs. Thomas, sister to that last witness, and, owing to that 25 per cent., no person would bid for it. One man offered me £50 for the farm, if the 25 per cent. was abandoned, and the same farm had been sold some four years ago at £86.

14642. When was this last sale?—In 1879.

14643. That was a very bad time?—Yes; but a man came and offered me £50 cash down if he would not have to pay any rise of rent, so he wrote to Lord Arran again, pleading, owing to the bad times, for a remission of the 25 per cent., and the reply was, he would not accept him unless he consented, so the man threw it up, and the woman has written since to try and get out to America.

14644. Mr. SHAW.—So that has interfered with sales?—It has ruined them. I knew other parties who would have their lands in the market if that was not insisted on; it has destroyed tenant-right, and on the adjoining estate, Mr. John Hamilton's, I called a sale on one of his tenants, and his son, the major, had sent a letter that there is no such thing as any rise of rent with him.

14645. He adopts a different practice?—Yes; and there is only a ditch between M'Ginty's farm and this.

14646. He does not advance rents?—Not latterly. Some years ago he put on a little increase, but he had laid out some money.

14647. Allows the tenants to sell?—Yes, freely; and the parties are, to my knowledge, rather inclined to go to a higher price in the purchase-money.

14648. Do you know anything of Lord Conyngham's estate?—No, sir. I know Mr. Murray Stewart;

he allows sale by proposals, though public sales were allowed in his predecessor's time.

14649. And Mr. Brooke's estate, he allows free sale?—Yes; he does allow open sales.

14650. Does he put on any increase of rent?—He has, in two cases, put on 25 per cent., but he travels the land before the sale day.

14651. He does not do it in all cases indiscriminately?—Until the last two years he did do it, but I heard these last twelve months he has not.

14652. Owing to the bad times, I suppose?—Yes.

14653. CHAIRMAN.—Perhaps you may know whether on any other properties there are any rules of that nature at all?—No; except on Murray Stewart's and Lord Arran's. These are the only two properties around here.

14654. Where there is any restriction or condition on the sale?—On Mr. Murray Stewart's there has been until the last twelve months.

14655. Are there any restrictions in the way of selection of tenants?—All, of course, must be pleased with the tenant, the tenant's name is submitted to them.

14656. Mr. SHAW.—The tenant's don't object to that?—No, that is quite fair. The rising of the rent is the whole objection.

14657. CHAIRMAN.—Either on a change of tenancy or at any other time?—Yes, sir. The rising of the rent in 1859 was the hardest crush we got on the Arran estate.

14658. Mr. SHAW.—That was universal?—That was universal.

14659. Tenants have been stopped very much in the improvements since?—I have known numbers of men that it has crippled since. They had to consent to the rise of rent sooner than leave.

14660. There is no weaving?—No manufactures except this hand-sowing that I get done by the female portions of the family, embroidery.

14661. That helps, then?—It does latterly much more than it has done; the American market has improved.

14662. That shirt-making does not extend here?—No; there is knitting gloves here; but the embroidery is going to do a great deal of good this season.

Mr. JOHN M'GAHAREN examined.

I bought a farm about 1873, I think, under his lordship.

14663. CHAIRMAN.—What rent do you pay for it now?—I pay £10 11s. 9d.

14664. What was the rent before?—£8 15s. when I bought it.

14665. It was raised on the change under that rule?—Yes.

14666. Mr. SHAW.—Do you know what the rent of it was in 1859 before the first rise?—M'Cradden, who knows the place, minded it at £4 15s., but I think £5 15s. it was before the rise.

14667. CHAIRMAN.—How many acres?—Thirteen short acres.

14668. What is the point you wish to have noticed?—The Government valuation is only £6 5s.

14669. Mr. SHAW.—Is it near the town?—About two miles and a quarter from it.

14670. You live in the town?—Only I do I could not live on it and take the rent off it these two last years.

14671. Have you buildings on it?—Little buildings, not much. I have a man taking care of some cattle I have there, a small, wee country house.

14672. But it would not support a man and his family?—It could not at all. I have a great deal of work to make up the rent. It is £50 the day better than the day I got it.

14673. CHAIRMAN.—Is it all in grass?—No; laboured some of it; sets potatoes and oats, some of it in hay.

14674. Is it land you are obliged to break up from time to time?—Yes.

14675. It would not hold out in grass?—No; it would run out in two years. I draw manure out of this town, and only the way I wrought it would not be worth £2 10s. I could not live on it if I had to live on it, and it is wasting my means in the town. I have a place in town here to keep it going and pay the rent. When Mr. Jackson, the agent, brought forward this twenty-five per cent. I did not understand it, so he told me the time was up and the whole estate would be valued in a year or two, and he said, "It will not be much for you to pay it for a year or two, and then you will be the same as another tenant." I did not understand the heavy rise it was, for it was too high before it. I am paying it now these seven years, and there is no word about its coming off.

14676. You find it is too heavy, but, at the same time, you knew there was this twenty-five per cent. rule?—Yes. He said every twenty-one years the estate was valued and that it was raised. I said I thought all the land was too high, so he said, "Perhaps some of it will be lowered, and whatever way the rest be yours will be the same."

14677. Did he say then it would be twenty-one years before there would be any other charge on you?—Certainly, and that he believed there would be a good deal of the rent lowered.

14678. Mr. SHAW.—What did you pay for this farm?—£150, and I earned it sore, some of it; and I am very sorry for having put it into it at all, not that if I had it at a fair rent. I was reared on land, and I would be living on it if I was fit to live on it, but I could not take the rent off it.

The witnesses then withdrew.

Mr. JAMES KELLY, Killymard, examined.

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Mr. James Kelly.

14679. CHAIRMAN.—You are a farmer?—Farmer and miller.

14680. Who is your landlord?—Stewart Murray, Killymard.

14681. How many acres do you hold from him?—I hold nine acres and three roods in one farm that I bought here recently, that I have to complain of.

14682. When did you buy it?—I believe it was in 1875 or 1876, I don't remember exactly now.

14683. When you bought it was there any advance of rent made?—There was. I bought it from my father-in-law. I was living in the house with my father-in-law; he held the place before me, and I bought it from my father-in-law at home here in the house, and both of us started then to Killybegs to the agent where he resides.

14684. Who is the agent?—Mr. Arthur Brooke; and we went into the office to Mr. Arthur Brooke and we told him that he was giving me the place for a certain sum of money. He got into some difficulties, and from the difficulties he got into he sold me this place to pay off his debt, and then he would not allow it to be sold until he would come back and see it and put a rent on it.

14685. What was the rent at the time?—£9 8s.

14686. The old rent?—The old rent.

14687. Did he look at the place?—He came up and looked at the place, and some time afterwards he sent me word to go to him and he would let me know the rent. I had the money paid for it at this time (the man could not do without the money), not expecting the rent would be so much, and he put £11 on it. I asked him would he not allow me anything for the county cess, that I thought I was entitled by law to be given half the county cess. He said he would, but he would put half the county cess on the rent in addition to the £11. I said it was as well the one way as the other; so I am paying the £11 since, and if I had known it at that time, before I was paying the money away, I would have let some other person get the place.

14688. Mr. SHAW.—How much did you pay for it?—£150.

14689. CHAIRMAN.—Was he aware you were going to buy it then?—He was.

14690. And he did not tell you then there would be a rise?—He told me at the time he came to look at it he would have to put rent on it if he found it was worth it. My father-in-law and I made no difference at this time in our work on the farm. He was an old man, and I conducted the work on the farm for him, and always manured and cultivated the place, and he turns round and claps this rent on me.

14691. Then, had it been a rule before that not to make changes of rent on changes of tenancy?—It was given out so, but it did not take place until it took place in that case. On the same townland there was a man, Aleck Faucett, he bought a place, and there was no rent put on him; the half of this place that I purchased from my father-in-law, it was the one place that was bought during the great competition, it went up to £150. There was a man came

here from Glasgow that wanted to get a site to build on, with plenty of money, and he was not looking at the price of the land at all; so this other place of Mrs. Murray's, not mine, he put up to £250, and then the next tenant, Mr. Faucett, thought he was best entitled to it, and the agent would not let him into the place, and it cost Mr. Faucett £250 for it, which was very much above the value, but he had a farm of land on both sides of it, and he did not want any person to give him annoyance. He wanted to get the place to himself, and there was no rent put on that. There was another place bought by Mr. Gold, and he put none on him, and I was the first that he put it on, and there was another man, he put it on him. And there was a Mr. Hammond, J.P., and he sold a farm. I hold under him, in Ballydevitt, at £4 4s. 6d. I laid out some money on it, and put it into a state of cultivation, and this place of Mr. Hammond's was on the side of me, and he did not interfere with it.

14692. Then there was no general rule?—It was given out there was this rule, but I was the first and Billy McKelvey was the next.

14693. How long ago was this?—Five or six years ago. And this was the first time an increase occurred on a change of tenancy on the Killymard portion of the estate, because he has estates down near Killybegs and Ardarra. This is known as the Killymard part of the Stewart-Murray estate.

14694. Had he this rule before on the other portions of the estate?—I believe he had.

14695. You believe he introduced the rule he had on the other estates on to this estate about five or six years ago?—I believe he did.

14696. Mr. SHAW.—Do you think you can get your own money now?—That is what I don't know.

14697. You built the house on it?—No; my father-in-law did, we both laboured on it.

14698. You don't live on it?—No, we hold it as an accommodation field. We live in town.

14699. CHAIRMAN.—Do you till it?—Every bit of it, with the exception of about half an acre, I till and manure.

14700. Then you go round it and leave it part in grass and part in grain?—Yes, and part in potatoes.

14701. Mr. SHAW.—Was it reclaimed land?—Yes, it has been reclaimed in 1847 or 1848 by the landlord himself, and then he could get no person to take it off his hands. It was in a bad state of cultivation, so he farmed on it a little himself, and he had it in his hands from 1848 up to about twelve years ago, and then he sold it for a sum of £60 to Mr. Faucett, and he kept it for about three years and sold it back again; he could make nothing out of it. We had a quantity of manure at that time, and we put it on the place.

14702. CHAIRMAN.—Extra value is given to some extent by the neighbourhood to the town, over and above the actual value of the land?—Yes.

14703. Mr. SHAW.—Near manure and near the market?—Yes; and then we kept the place as an accommodation farm.

The witness retired.

Major JAMES HAMILTON, J.P., Brownhall, Ballintra, examined.

Major James Hamilton, J.P.

14704. CHAIRMAN.—What is your property in the county?—The amount of my property at present is something over £2,000 a year of my own, and my father's is about the same.

14705. Are you acting as agent for anybody?—I am acting as agent for my father.

14706. Mr. SHAW.—Does your father live near Donegal?—Yes, he lives at St. Ernans.

14707. You were receiver for twelve years on the estates of Mr. Connolly?—I was, sir; there were over 3,000 tenants on that, and about 130,000 acres.

14708. Was that all sold?—No, the property from this to Ballyshannon was not sold.

14709. And you are still managing that property?—No, I gave it up when it was taken out of the Court of Chancery.

14710. As to that property, is it going on under the same sort of rule as existed in Mr. Connolly's time?—The part of it unsold is going on under the same rules as before. I resigned for private reasons connected with the collecting of the rent.

14711. In that property tenant-right existed?—Very strongly.

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14712. Was there anything peculiar in your way of collecting rents?—No. There is what is called the running year on the property. When Mr. Connolly died that running year went to one party and the estate to another, and I was asked to collect the whole running year at once. I said it was impossible to do so, and I would undertake nothing I had not some prospect of doing, and I resigned in consequence. That was when it was taken out of chancery.

14713. Have the rents remained the same since you gave it up?—The rents have remained the same on that part of Mr. Connolly's property.

14714. Then 'as to the properties that were sold, amongst others this one of Mr. Deazley's, you are able to tell us something about the changes of rent there?—No, I cannot say that I am, it is a long way off.

14715. CHAIRMAN.—Did you consider the rents very low at the time you were managing?—Very low. The rents on these estates of Mr. Deazley's were reduced in the famine years. A reduction of twenty per cent. on the rent was made in 1846, which has not been resumed, so that the rental was far below the letting value, and they were always low let. So that makes the rest seem much larger, because the twenty per cent. put on would merely bring them up to what the old rental had been before 1846.

14716. Were there any of the holders bought their own holdings?—None on all Mr. Connolly's property.

14717. That was before the Land Act, and consequently they had not those advantages of going to the Board of Works?—All the property, or very nearly all, was sold before the Land Act, but, at all events, none of the holders put forward a claim for it.

14718. Do you know anything of any of the other properties that were sold—what occurred since as to the state of the tenantry?—I know more of Glen than anything else, but you have examined Mr. Brooke, the present agent.

14719. At the time there were those moderate rents, were the tenantry generally in a prosperous condition?—They were, generally; but a bad year would always knock them up.

14720. And this has been always the case?—Always the case, where you have tenants with such small rents you must have them in this state, whole pages of them without £1 almost in the pound column of rents.

14721. Have you seen much in the way of improvements by the tenants themselves of old times, and then again lately?—Very little of real improvements, there is a good deal of breaking up whinny hills and potatoing them, but I don't call that real improvement, you can always get a man to take a whinny hill from you if it is near a town or a cottier, and if you give it to him for potatoes he will give it back to you in a couple of years clear of whins, I hardly call that a real improvement.

14722. Then as to drainage?—Tenants very seldom drain.

14723. Only to the extent of making open drains?—Yes, which would probably better not be made.

14724. Mr. SHAW.—Do they build houses in this county?—Yes, they build some houses, but landlords generally give them timber and slates.

14725. From this, five miles out there are good houses?—Yes, of late years the landlord is not giving as much as he did, because he is not sure of getting any benefit of it.

14726. Many of them are new houses?—Yes, the late Colonel Connolly did a good deal of building, and liked to have houses built along the mail car road, so as to civilize the place.

14727. The tenants did most of those buildings?—Yes, but the stone work is very easy about Laghy, there is a stone quarry there.

14728. That is on your father's property?—No, Mr. Connolly's, my father's comes in between that and Ballintra, and he has also property at Killynard.

14729. In old times was it the custom to give land, that required reclamation, to the tenants for a certain number of years free, and then put a rent on?—Exactly, we used to give mountain land to the tenant for 1s. a year for ten years, or perhaps longer, and then he was to pay 10s. a year, and at the end of twenty years the landlord would come in, and have the land valued, and put a fair value on the land, I don't say the full value, but a rent.

14730. Was that done where the tenants held in rundale?—No, you could not do it.

14731. But I mean in order to divide the holding, and then gave it to him?—The holdings generally had to be divided first, and then a mountain holding bought by the landlord. In my father's case he bought several holdings, and put tenants out on them, helped them to build houses, gave them turf banks free, and at the end of twenty years put a rent on it.

14732. But many of those holdings were originally in rundale, and then formed in this way by enclosing the holdings?—Not these holdings to be improved, they were generally taken in mountain holdings.

14733. Mr. SHAW.—The rent was put on as a moderate rent, not as the highest thing a man could pay where he had improved the land?—It was not the full value of the land. The landlord had given his capital in giving these twenty years free, and the tenant had given his capital in his labour, and at the end of twenty years there was an arrangement made.

14734. You say from 1820 to 1855 many of the estates which were in rundale were squared, and a great deal of waste land reclaimed?—Yes; when a tenant was squared, he immediately began to improve the place about his house.

14735. He generally built the house, I suppose?—He built the house, getting help from the landlord of timber, a little money, and probably windows, and very often a reduction on his rent for some years. For instance, on my property down near Glenties, it is a property that was paying about £400 a year, and they got a reduction of about £100 a year for twenty years, when they were squared, to enable them to get strong in their new holdings.

14736. CHAIRMAN.—At that time was the reclamation really good reclamation?—I cannot say it was good, it was tolerable reclamation. There was no real drainage done, except what the landlord might do himself, sometimes he gave prizes for the man that had the best drained field of land.

14737. Mr. SHAW.—Was it mountain or bog?—All mountain land.

14739. CHAIRMAN.—Throughout this country generally there has been tenant-right?—Everywhere.

14740. We understood so from a man here who said there was what they would call fixity of tenure, that is the examples of capricious evictions were very rare?—Very rare indeed.

14741. And that there was pretty free sale?—Pretty free sale.

14742. But what they complain of is the introduction of the custom of a rise of rent on the change of tenancy?—That I understand has been the custom here about Donegal. I was going to try that at one time, because when prices rise, a landlord has to rise his rent at some time or other. I thought it would be a good thing to do it at the time of the sale, but I found land might be sold two or three times, and it was confusing, I had to drop it.

14743. Mr. SHAW.—Do you have periodical rises of rent?—On one part of my property it has not been raised since 1826.

14744. You think it destroys tenant-right?—Well, I think a rise on sales might deter the purchaser. Still, on Connolly's land his rental is on the old rental of somewhere about 1824 or 1823. The

land had been valued, and was to have been raised about 1860. I had the maps and valuation, I always looked when a tenant was purchasing his land, and told him what his land was valued at in the new valuation, and I said, "I don't tell you you will be raised to that, but you are a purchaser with notice." If a man is buying a farm worth £2, and it was marked in the rental as £4, I said "You know what is in the valuation."

14745. But at the same time they had such confidence in the management of the property it did not deter them?—No.

14746. But where there is a regular 25 per cent. put on in all sales?—It is a stopper, but 25 per cent. I cannot look upon as being done because some farmers are not worth that.

14747. CHAIRMAN.—In looking in these notes I see you make an observation as to the Grand Jury cess in which you refer to the case of tenants under £4 being free from payment?—Yes, I think it has a tendency to subdivision and I also think it is unfair on the landlord, as, under the Land Act, the landlord is bound to pay the entire county-cess for a tenant under £4 whether he receives that much rent or not. I have a case that occurred on one property I know, the rent was 10s., the Poor Law Valuation was £4, the landlord therefore was liable and the county-cess was 5s. in the pound, the landlord would therefore have to pay £1 besides poor rates and income tax, for the pleasure of receiving 10s. that is rather a hard case on a landlord I think, and a tenant can always rise his land if his land is valued at a small valuation, and he puts up a house on it, the house is immediately valued. I think that is a very bad principle; we want to get good houses in the country, but the valuator the moment a house is built claps a value on it even before the man is inhabiting it.

14748. You think farm buildings ought to be excluded from taxation?—Certainly for a certain time.

14749. Mr. SHAW.—The county cess is only put on in new holdings, it was a matter of policy to discourage disturbance on the part of the landlord?—I suppose it was. I don't think it is a good plan and greatly tends to lead to subdivisions and prevent amalgamation. I have two farms of £2 4s. each near me, as long as they are separate the man escapes county cess, if he purchased the two holdings he would have to pay county cess which would be a considerable rise on his rent.

14750. There is another observation I see you make on section 14 of the Land Act you think that ought to be applicable to a tenant right farm?—I was examined on that section before a Committee of the House of Commons and Lord O'Hagan gave me to understand it did apply, but the contrary has been ruled since. That is with regard to turf, game and things of that kind that section 14 refers to. With regard to game perhaps you may think it is rather a feudal opinion, but I think there is some value in game, and if all the tenants had a right to kill the game, the grouse, I am not talking of rabbits, there would not be a grouse left in the country. On an estate of £400 a year I get £70 a year out of my grouse and if it belonged to the tenants they would not get a shilling or a grouse, and therefore there is £70 lost to the country. With regard to turf the landlord has not at present absolutely by law the right to cut the turf on a tenant's farm, a yearly tenant could bring him up for trespass. The turf in many cases at least in this country is on some few mountain holdings, for instance all the land you came through to-day from Ballyshannon, you did not see a bit of turf on the whole road, all the turf is up on a few mountain holdings let very cheap to the tenants and if those tenants were to be able to prevent the cutting of turf they would take the turf from every tenant in the whole country and make them pay for it. They get their land at a nominal rent of 3d. or 4d. and could let their turf to the other tenants at £4 an acre.

14751. But that is not the case now?—No, the tenants do not stop you cutting, they have not come to that.

14752. They have not the power?—Oh, they have the power.

14753. But the landlord could prevent them?—I know Lord Lifford got an injunction from the Court of Chancery. You would have to eject the tenant if he refused to allow you to cut turf, and if you eject him you make yourself liable to the tenant-right.

14754. But turf is common property?—It belongs to the landlord and he has a right to divide it among the tenants or sell it himself.

14755. Don't you think it is really an accommodation for the estate?—It has been always looked upon.

14756. No landlord sells it?—Oh, yes, plenty of them sell it. All about Donegal the people have no bog, and would have to send ten or twelve miles for bog.

14757. And do the landlords sell the bog to other than tenants?—Yes.

14758. But then there is an immense deal more there than the tenants of the estate want?—Yes; you always keep sufficient for the tenants, supply the tenants first.

14759. CHAIRMAN.—Well then the next thing is as to the succession to a farm on a death?—That is a very hard case, indeed. I could give you an instance of that that occurred within the last year or two close to myself. There were two brothers of the name of Harren, whose father died. The elder brother took possession of the farm thirty years ago, or perhaps more, and turned his younger brother out, let him go and hire. When he was hired he met with a girl who had a small farm of her own, paying about thirty shillings rent. He married her and lived on this farm. A little farm beside it at another thirty shillings was to be sold, and she wrote to her brother in America asking him would he advance her the money to purchase this farm. He said—"I will send you home the money, if I come home myself I will take the farm, if not you may have it." I believe he died in America, at least he never came home. Last year this woman's husband died, the elder brother came down and said "That farm is mine, you are entitled to only one-third of the value." The two farms were bought by the woman's money, and she was turned out. It is left to arbitration at present, but I told the woman "You must make what terms you can, because I cannot interfere for you any longer." In former times, before the Land Act, the landlord would not have stood it. Another thing required is in some way to legalise a sale, the same way as cattle is sold in a fair. If a beast is sold in a fair it becomes the property of the buyer. The land is treated as personal property, and divided among the family, but at the same time it can be followed for the next twenty years by a man who has been perhaps in America; he got his passage money paid out to America, which was generally considered his fair share, but he comes back from America and claims the land. I had a case of that not very long ago, where a tenant of the name of Walsh died very much in arrear. He left a small family, and the agent was going to dispossess him. This was before I got the property, but the agent was going to dispossess him for non-payment of rent. His brother came forward and said—"If you will allow me to be the tenant I will try and pay up the rent; you will allow me to sell off this—a small portion of an outlying farm—to a neighbour, which will make up the rent at present due." He sold that portion to a neighbour for about £60, and paid up his rent. In a few years more this brother fell into arrear again, and he was again allowed to sell another outlying portion of the farm, which he sold for £60, without an ejectment being brought against him; there was an ejectment going to be brought, but it was not brought on the understanding that he sold up this portion. Part of this money went to take some of the family off to America, some having been already sent out. About four or five years ago one of those parties comes back from America and takes

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out administration to the intestate estate of his father, which tenancy had never been legally determined, and he ejected these two men at the assizes. They held on their rights; they said—"We really bought it, and bought it in the landlord's office, and were received as tenants, and have been tenants now for the last ten or fifteen years, and we are in possession and will fight it." It was brought before the Judge and it was dismissed almost without a word of argument on either side. These men lost, one £80 and the other £60, they had paid for the land, and they lost their own costs and had to pay about £40 to the other side. The landlord in old days settled that at once; he named the new tenant, and that man was the tenant. But there should be some rule by which a sale should be held to be a firm sale, the same as a sale in a fair is a proper sale of a cow.

14760. Mr. SHAW.—And notices in the papers for claimants?—Yes, but you must not make it too technical, you have to deal with a great number of small tenants, one half of them don't speak English, and they are thirty miles from an attorney, and if you send them to an attorney he runs up costs.

14761. That is the thing to be avoided?—I quite agree in that. Of all the disputes that now come forward in the courts, nine-tenths are disputes that arise out of land, family disputes, cases which would have been settled before in the landlord's office at once.

14762. CHAIRMAN.—The entry in the books is "Representative of so and so"?—I always enter the man's name as I used to do. The first year I enter "representatives." The widow is always the person selected and the eldest son. I always enter them and say "If anyone likes they may take them out of my book," but I always enter them.

14763. What is really required is some very simple easy means of administering?—Some very simple easy means of settlement.

14764. Or nominating a tenant as trustee for those who may be entitled?

14765. Mr. SHAW.—Or making a sale and letting it stand as such?—It is harder even on the person who purchases, and it greatly deteriorates the value of tenant-right.

14766. But the sale with notice should be a final thing?—It should be a final thing.

14767. And let the men who come from America follow the people who get the money and not follow the land?—Precisely, but it is hard enough in all these cases, the father gives them a cow when they are married, and it is very hard that they should be allowed to come forward again when they have been paid their share. I think it is one of the hardest cases, and it is not a landlord's case, it does not signify to a landlord much, and it is in justice to the tenants I want it. There was a thing I mentioned to you in those queries about tenant-right at the end of a lease, where tenant-right had not been purchased by the tenant at the commencement of the lease, and it is a very hard case. Now, for instance, I have a tenant, I am sure there will not be any disturbance about it at all, for the man and I pull perfectly well together; and, therefore, I select this case. My father purchased out several tenants near my demesne at Brownhall, he purchased them out and farmed the land for some years himself, he then gave it to a tenant on a lease, the lease is a very old lease now, the life of it is over eighty, and when that lease drops supposing that man says, "I will sell my interest in the farm," and brings some rascal into the place, some man who may be an unpleasant neighbour, and whom I can have no power of keeping out, he will say tenant-right is the rule on the estate.

14768. But have you not a veto on the tenant?—We have no real veto.

14769. You can object to the tenant and say you will not have him?—You cannot in point of law unless you can prove a case against him.

14770. Did the tenant get this farm in a perfect state of cultivation?—Yes, it was the home farm, when my father left to go to St. Ernan's he put him into it.

14771. He pays a rent for it a good rent?—He did not pay a good rent for he was the steward's son, and my father was anxious to give it to him at a reasonable rent.

14772. CHAIRMAN.—You say the difficulty is the landlord having to prove the custom does not exist at the close of the lease?—I don't want to object to tenant-right at the close of leases where tenant-right exists at the beginning of leases, but if I buy a tenant's farm who is going to America, and put a man into it who has some capital, instead of allowing him to expend £200 or £300 on his purchase, I stand in the shoes of the purchaser, and put him into it so that he has his £200 or £300 in his pocket to commence operations. In the course of two or three years he sells his farm and pockets his £200 or £300 which is really mine.

14773. But you are supposed to have protected yourself by a rent on the man coming in?—No; they would not give you that rent. If a man was on a £20 farm, and you paid £400 for it, the tenant would pay £400, but he would not give you £40 a year for it.

14774. Mr. SHAW.—Then in cases like yours you think there ought to be a special arrangement or special agreement?—I think there ought, because these things were mostly done before the Land Act. Where they were done after the Land Act the landlord has notice and must take care of himself, but previous to the Land Act there were a great many tenants whom I have put on land, and my father has put on land where we purchased the tenant-right, and put the man in without tenant-right in order that he might have a good capital to work the land. If he is a good tenant, you generally give it at a low rent. The object I always had was to secure a good tenant, and rents well paid, and not have the tenant rented up to the mast-head.

14775. CHAIRMAN.—They would be able to claim at the end of that unless you are able to prove the contrary?—Where a man holds as a yearly tenant I can eject him, and so prove it; but I don't want to eject my good tenants.

14776. But how is the law if you can show that the custom does not apply to that particular farm from its having been purchased?—There is some difficulty about that, Mr. Deazley brought a case of that kind, and was dismissed. In cases of leases, it is almost impossible for a landlord to do it. The landlord cannot give a lease, until he is twenty-one, the agent or bailiff is considerably over twenty-one, and the life put in to the lease is probably two or three, so that all the parties who can prove it, are dead before the lease drops probably; I want to have some means of recording it.

14777. The tenant-right would not be worth much, if the rent was to cover your outlay?—But you see that all these small tenants hardly pay £1 each.

14778. How do they manage to make the rent and live?—That I never could make out.

14779. Is there much employment there?—No employment whatever in that country, there is no fishing, nothing for them to do whatever.

14780. Mr. SHAW.—They go, I suppose to England and Scotland as labourers?—Some of them do, latterly they go very little indeed.

The witness withdrew.

Mr. WILLIAM HAMMOND, Bridgetown examined.

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14780A. CHAIRMAN.—You are a merchant and farmer?—Merchant and farmer.

14781. What business?—General business, provisions, and nearly everything.

14782. Mr. SHAW.—In Donegal?—Bridgetown, on the way to Ballyshannon.

14783. CHAIRMAN.—How many acres do you hold altogether?—I hold somewhere over 150 altogether.

14784. Under several landlords?—Several landlords.

14785. Mr. SHAW.—Who are the principal?—I live on the Connolly property.

14786. And that is your largest farm I suppose?—I hold as large a farm under Major Hamilton.

14787. CHAIRMAN.—Which property is it you would wish to bring under our notice?—Well, I hold from Major Knox as well, and that is the property.

14788. How many acres?—I have about four acres in one place, and then I have another holding on Major Knox's property. I don't know how many acres, it is a grass farm, perhaps thirty or forty acres.

14789. Mr. SHAW.—Is that near where you live?—Within a mile of my place.

14790. CHAIRMAN.—Have you made much improvements on that farm?—I have made improvements on the small portions.

14791. And what was the nature of the improvements?—Draining and fencing, and manuring land, improving it in a general way.

14792. Were they stone drains?—Stone drains.

14793. And effectual?—Yes, after working at them for four or five years.

14794. Mr. SHAW.—Are they Irish acres?—Irish acres.

14795. CHAIRMAN.—What do you pay for it?—£2 an acre on Major Knox's property for the small portion of the holding, the other is 33s. or 34s. an acre.

14796. Mr. SHAW.—That is the forty acre grass farm?—Yes.

14797. CHAIRMAN.—Does tenant-right exist there?—No sir, I have not the tenant-right of the large holdings.

14798. Mr. SHAW.—You did not buy it?—No, I did not buy it, I bought the other, at least my father bought the other.

14799. CHAIRMAN.—Is that a temporary letting of the grass farm?—Yes, I do not dispute the giving up of that at any moment.

14800. Then it is as to the smaller holding you wish to speak?—Yes. I was noticed for an increase of rent, nearly two years since.

14801. Mr. SHAW.—Over the £2?—Yes.

14802. CHAIRMAN.—And you consider that is an advance upon your improvements?—I do.

14803. Mr. SHAW.—How much was the advance to be?—33½ exactly.

14804. That is one-third of an advance?—Yes.

14805. CHAIRMAN.—Do you think an advance like that would destroy your tenant-right?—I don't think my tenant-right would be worth anything. I would not get anything for my tenant-right, if I was to offer it now at the advanced rent.

14806. From its being known that was proposed?—Yes.

14807. Mr. SHAW.—You have not paid it yet?—No. Owing to the bad season last year the increased rent was not collected.

14808. Have you done everything in the way of improvements that was done?—Yes.

14809. The landlord did nothing?—Did nothing.

14810. It has been in your family for a long time?—My father bought it, perhaps twenty-two or twenty-three years ago.

14811. CHAIRMAN.—Is this near the town?—It is near the village of Ballintra.

14812. Do you keep it in grass?—Yes; I cropped it until it was in proper form for giving grass, and the last two or three years I have had it in grass.

14813. Have you represented it to Major Knox?—I have to his agent, Thomas Colquhoun.

14814. Mr. SHAW.—Is it a large property?—It is a large property.

14815. Is he proposing to raise the rents?—Yes; all over.

14816. CHAIRMAN.—Has there been a valuation?—There has.

14817. How long ago?—About two years.

14818. Mr. SHAW.—Is the advance in the same proportion over all the tenants?—In some cases it is up to that; in others it is not. I think that is rather over the average.

14819. Do they complain of it?—Very much.

14820. They have not paid yet?—No.

14821. CHAIRMAN.—Is there anything else you wish to state?—I hold under three different landlords, and I have nothing to say about them.

14822. Mr. SHAW.—The Connolly estate is managed well, and tenant-right admitted?—Yes.

14823. Your rents are fair?—The rents are fair on Major Hamilton's and the Connolly property.

14824. The tenants have nothing to complain of on those properties?—No; anything they complained of on those properties would be unjust. I hold under both of them.

14825. The tenants are doing fairly, considering the times?—Yes; I think better than on other properties in the district.

14826. And tenant-right is admitted fully?—Tenant-right is admitted fully.

The witness withdrew.

Mr. JAMES DAVIS, Donegal, examined.

Mr. James Davis.

14827. CHAIRMAN.—You are a farmer, I believe?—Yes; I hold about 200 acres of land, but there is a part of it freehold.

14828. Who do you hold under?—I hold about four statute acres under Lord Arran.

14829. Is it as regards those four acres that you wish to speak?—Yes. The complaint I have against him is: It was an old brickyard when I came to the town. I took it in 1851, and the agent and his sub-agent could only value it at £3 10s. I told them it was not worth anything until it was improved, and I got leave to hold it until it would recoup me. I commenced to drain, and cleared a large ditch away and filled up a brick hole, and it remained at that rent. He changed the agent then; and he raised it, that was when he came in, the new agent, to £4 10s. 6d.

14830. Mr. SHAW.—What year was that?—1859.

14831. CHAIRMAN.—That was after the new valua-

tion?—Yes; it was the same agent did it. Very well, then, from 1859 to May 1869, they let it remain the one year at £4 10s., and brought it up then to £5 11s. That was the second rise it got. Then from May, 1869 to 1880, they put it to £6 18s. 6d., that is three rises, that is the present rent I am paying. Lord Arran wanted but 20 per cent. put on, and he wrote to Jackson, his local manager; but when Mr. Crean, the rent receiver came, he said we will put on 25 per cent., because Lord Arran will have to pay half the county cess; and they put on 25 per cent., and he does not pay one penny of county cess now.

14832. Mr. SHAW.—You have made the improvements?—Yes.

14833. And made it good land?—Well, it is passable now.

14834. What side of the town is it?—Kellybegs.

14835. Is it near the town?—Yes.

14836. Is your own freehold land near the town?

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—No; it is near Ballyshannon. I hold ninety acres at Cavangarden (?)

14837. Do you farm it yourself?—Well, I do, if you call stocking it.

14838. Would you be allowed to sell this of Lord Arran's?—No; since the Land Act passed in 1870, he has drawn the receipt of that as a townpark.

14839. So you could not sell it?—No, I could not sell it according to his receipt, but I dispute that, and call it a holding. A neighbouring tenant, similarly treated, recovered the price of his tenant-right in the Land Court.

14840. Has it cost you much money, what you have done on it?—I have laid out, perhaps, £40, say £30, at least. And another grievance I have to state on the Murray estate, my grandfather and father and myself were tenants on the Murray estate, but I recollect when Mr. Murray became heir, I was a boy, and we held at £28 14s. Irish, that would be about £23. There was not ten acres of the forty acres you could turn a plough on. My father had to keep labourers on it, and he stubbed a great deal of briars and sloe trees and hazels, and drained it, and they have raised it now to £15 10s., and what I complain most of is Murray's agent sent a man to me to say he would build me a house. I said "I am very much obliged to Mr. Murray for that, but it would cost him a great deal to build a house according to the size of the farm, if he built it as he did on the small farms, and I don't want to put him to any expense, and I probably would not go to live in it, as I am living in town, and I might be tempted to set it, and we would have a quarrel about it; but if he expended one-fourth of that in drainage, what it would cost to build the house, it would be very much better for the landlord and tenant." The agent went out with me and said he would not get leave to do it. I asked him to look at a battery he built at the end of my land which flooded two acres of it. He said "I will expend £100 on your farm, and charge you five per cent." I said "I cannot pay that, Mr. Wilson, but there are a great deal of labourers unemployed in Donegal." I said, "spend you £50 on account of the labour, and I will bind myself to spend £50 in drainage." "Agreed," he said. I commenced and spent £30 in the winter. I asked him out to look at it, and he commenced mimicking me, and said it was not worth looking at. "Well," I said, "they did not cost the landlord anything, and do you build better." He said, "I will give you a

lease," I said, "I don't think we will be anxious to get leases the way you are treating us." Then he increased the rent £5 10s., and served me with notice. I asked what was that for, he said there was a 'great deal of capital spent on the estate, and this was the interest they were putting on it. I said, "My dear sir, do you show me anything you have expended on the townland. You have carried on improvements in Kellybegs that were useless, and spent the landlord's property, and will you charge me with it." He said "it is the rule on every estate, and you must submit to it."

14841. CHAIRMAN.—You say this was Mr. Wilson?—Yes.

14842. Mr. SHAW.—When was that?—1860.

14843. Is there a Mr. Brooke agent now?—Yes. I have nothing to say about Mr. Brooke; he got the books and keeps them on.

14844. And they put your rent to £45 10s.?—Yes, and interest on capital that he squandered. He kept a staff about him, some of them from £50 to £100 a year, and kept smiths and carpenters, and spent the money of the estate during the minority of the present proprietors.

14845. But none of it was spent on your farm?—Not one shilling, nor there never was a shilling on the whole townland. My father held one part, and Crummer another; and when Mr. Murray Stewart came into this room, and the tenants wanted abatement, he said to some of them, "You are no tenants of mine," and then when he came to Crummer and Davies he said, "Come forward, these are my tenants, these have their rents paid." Mr. Babington had added 5 per cent. on our farm, and he said, "Babington sweep that out, it is not those men you ought to be rising." I am paying £5 10s. for the improvements done for other people, and he has raised a battery on my farm to get water into a mill, and he has raised the rent nearly £40 on the mill in consequence of the water power he gave it, and it has destroyed me and the other man alongside. I thought the generosity of any other landlord or agent would be such that he would not take advantage of a tenant, and I never took proceedings to prevent him, thinking he would make a fair deduction in the rent, and that is the way I am treated.

14846. And you have no lease?—No lease, and I have been served with notice to quit. I thought it hard to leave my improvements, and I am labouring under it since, and it is not worth it.

The witness withdrew.

Mr. Joshua
Jackson.

Mr. JOSHUA JACKSON, Donegal, examined.

14847. CHAIRMAN.—You are sub-agent on Lord Arran's property?—Superintendent on the estate, he is his own agent. He has an agent, Mr. Crean, Ballina, Co. Mayo. He comes down here once or twice a year—in July, to get the rents of the town, and at Christmas to get the rents of the tenantry, and whatever is not paid then I receive and forward to him. But all other transactions are transacted by himself.

14848. In connection with you?—In connection with me about the tenantry.

14849. Mr. SHAW.—Does he come here himself?—Not these last two years.

14850. CHAIRMAN.—He has been unwell, I think?—He was very unwell last Christmas, but he used to come every year.

14851. How long have you been engaged under him?—Nearly 23 years.

14852. Did you live here before that time?—No, I lived in the Co. Kildare; held a farm of nearly 200 acres, paid £150 a year rent. My father and grandfather lived in Kildare.

14853. Do you know how many acres there are on Lord Arran's property?—I think there are about 6,645 in the whole.

14854. That is including mountain grazing farms?—There are about 3,925 acres held by tenants, not including townparks—Drumcliffe, Donegal town and

part of Mullen's what we call townparks, but there are 235 tenants upon these 3,925 acres, not mentioning the tenants of the towns or townparks.

14855. And is the rest of it mountain grazing?—We have 70 acres on our own hands, and the rest is mountain. I suppose there are about 2,700 acres.

14856. Are many of those tenants, small tenants?—We have about 98 tenants, at £5 rent and under; we have about 89 at from £5 to £10; we have about 29 from £10 to £20, and we have about 19 from £20 up, and two of them pay £52 and another £84, not including townparks or town tenancies.

14857. Are the grass farms generally let at a high rate?—Indeed they are.

14858. Good farms?—What is on hands we get £3 an acre for the grazing.

14859. Letting the grazing of the land?—Grazing for six months; and we get, I suppose, for meadow £4 10s. or £4 15s. per Irish acre.

14860. We heard that the property was valued by Brassington and Gale in 1857 or about that time?—Yes, it was.

14861. And about two years after that the rents were raised generally to Gale's valuation?—Yes, my lord; I did not come here until the last week of 1857, and I was here at the old rise. Before I came here Lord Arran had Mr. Gale and had it valued, he com-

plained that there was irregularity, some tenants paid more than others, and some paid very little, and a few townlands were not divided. Mr. Gale's valuation was put on and it was raised in three instalments. I thought it a bad plan, and I represented to Mr. Symes at the time, but I was not minded. I did not understand this country's customs, and Mr. Symes, the agent, took it that it was better to make three instalments of the rise. He put one on in 1858, he put another on, I think, in 1859; and, I think, the last of these was in 1860, making three divisions of the rise. The tenants nearly all were disputing and saying it was too high every time, and he did not tell them what the rent would finally be at the first rise. I suggested that it would be better to tell the persons what the rent would be, that they might know what they were doing, but still he went on and did not tell them until the last gale. When he put on the last rise he promised he would not change that rent for 21 years, he called the tenants together, and Lord Arran was here in this very room and I was present when he promised he would not rise the rent for 21 years. It so happened that in 1872, 12 years after, a man wanted to sell his holding in Carnbig, and the buyer or seller wrote to Lord Arran, would he allow him to be tenant. Lord Arran wrote back to me saying he did not know the person, and that he should pay 25 per cent. addition to the rent, coming in as a new tenant on this holding. When I got that letter I wrote back to Lord Arran suggesting that I was present when his lordship promised he would not rise rents for 21 years, and that for the few that would change hands, I suggested to his lordship not to disturb the rent but let it run out for 21 years. His lordship did let that man pass, and another, and took my advice, until another man, living in Mullinalamphry, got an auctioneer to sell, and there was a man came home from America who gave two prices for this bit of land, and the auctioneer wrote to his lordship saying he sold the land for so much cash, and would his lordship be kind enough to make this man tenant. His lordship sent that letter to me, asking the usual questions, and I inquired about him and I believed he would make a good tenant. But his lordship said his estate was let too low; there was this enormous sum given for the tenant-right, and he was only getting so much rent, and let this be the last farm that was sold without the 25 per cent. being put on. He told the bailiff, Sharkey, to attend the sales, and proclaim it throughout the whole estate to purchaser and seller. When I got that order I never said a word more; so there were 18 farms sold since, and the 25 per cent. was put on nearly all.

14862. Who is Sharkey?—The bailiff of the estate.

14863. He attended and told them?—Yes.

14864. Mr. SHAW.—Some that were offered since were not sold?—They were sold, but one man would not take it. There was a man named Hugh M'Ginty, he sold a little farm; he took two farms and he was to keep them together as one; a few years went by and he found he should sell one, and Lord Arran gave him permission. A man of the name of Pearson bought that from him, and a few years after he sold the other to a man named McCrudden. McCrudden wrote to Lord Arran saying he wished to be the tenant of M'Ginty's farm, and Lord Arran sent the letter to me, and I answered the usual questions. But the man was not to become tenant on any account unless he paid 25 per cent. The man would not pay it unless M'Ginty gave him £10 off his purchase. It lay there, and it is likely the money was lodged, Sharkey, the bailiff, tells me, and the man would not take it, and so there it lies, and Lord Arran has not changed his mind. I understood he got £70 for his tenant-right, and there is £4 8s. a year rent; he got very nearly 15 years' purchase.

14865. CHAIRMAN.—I suppose that Lord Arran's view was that his promise of twenty-one years was to the actual tenants or their representatives; but

that on a sale, he considered he had a right to make increases?—His meaning was that on any new tenancy, he would rise it on the purchaser of the farm.

14866. Mr. SHAW.—But that was not stated in 1859?—I never heard that stated then.

14867. CHAIRMAN.—You, being here, saw that that would give great dissatisfaction?—I did; and, therefore I took the liberty of suggesting to his lordship not to do it, and he took my advice on one or two farms, and when this auctioneer told the extraordinary price this American gave for it, he put on the increase.

14868. Mr. SHAW.—Do you remember the price and the size of the holding?—It was in Mullinalamphry, and it was valued 8s. 5d. an acre, and it was not the best land, and I believe he gave £140.

14869. For how many acres?—I don't suppose there are more than eight.

14870. Irish acres?—Irish acres; the average rent is 8s. 5d. an English acre.

14871. CHAIRMAN.—This is M'Ginty that we had here to-day?—He is from Carnbig; there is a rent of 15s. 6d. an acre on his townland, and his rent on this farm is £4 8s., and he sold that to Pearson, and I understand, Pearson gave him £96.

14872. But the sale fell through, at all events?—Not to Pearson; he gave the twenty-five per cent. It was only in M'Crudden's case it fell through.

14873. What is the average rate of agricultural rent on the estate in comparison with the poor law valuation?—All the townlands average about 13s. 6d. Of the 3,900 acres the average is about 10s. 6d.

14874. And do you know how that stands, as regards the poor law valuation?—The rent of that is £2,051 9s. 11d., and the poor law valuation, without valuing the houses, is £1,476 15s.; as near as I can go, putting houses' valuation with the land, it is £1,725.

14875. Mr. SHAW.—The houses have all been built by the tenants, I suppose?—All built by the tenants.

14876. And all the improvements made by the tenants, generally?—All the improvements since I came here. Lord Arran did lay out something in draining and subsoiling in 1847 and 1848; but the tenants do all on their farms.

14877. Improving their farms in the best way they can?—Yes.

14878. Do you know what rate the mountain land is valued at in the poor law valuation?—I do; the townland of Carnbig is valued at 3s. 2d.; that is the average of the whole of the townland; that is, where the tenants alone hold. We have 2,000 mountain acres, or more, not included in this valuation. What the tenants hold in Clogher is valued at £125, the rent and the poor rate valuation is £98 18s., and the value of houses is £13 16s.; that makes the average for the tenants 4s. 8d. per English acre.

14878A. CHAIRMAN.—Then, it is considerably above the poor law valuation?—It is considerably above.

14879. Do you think that, through the country generally, the land of the same sort is let as high as that?—I am not acquainted very well with other estates about here; but I really believe it is very little above our neighbours.

14880. And do you think that excess above the poor law valuation is a fair letting value?—In some instances, I believe; there were two or three came under my own notice; there were three farms they disputed about putting on the rent, and Lord Arran is not a man who wishes too high a rent, if he knew it. The three tenants said they would leave the valuation to me, and his lordship, when he heard it, desired me to go up and value these three farms—one was bought for £320, and another for £410. I went out and reduced the rent he was asking on one £10, and I reduced the other £8; I reduced all three. Lord Arran was satisfied. I considered that if the rents were put on as asked, it would be too high.

14881. Mr. SHAW.—If twenty-five per cent. were put on, you think they would be too high?—I think

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they would ; but any one that was left to me, I would make it as fair as I could. Valuers of land are very much praised—very much—but, in my opinion, no valuator ought to call in a surveyor at all ; they ought to look at the land. They should not take the poor law valuation into account. But all those farms that were let at the twenty-five per cent. increase, every-one of them invariably sold at eleven years' purchase at least.

14882. Do you know the case of James Davies?—I do.

14883. He has four acres?—Lord Arran expected that to be a townpark.

14884. Has he not improved it very much?—He had done a great deal on it before I came, I could see by the hills and holes.

14885. And he commenced with a rent of £3 10s. and it is now £6 18s.?—That is high to be sure, and it looks a great increase, but, then, that was called a townpark by Lord Arran. It was a field where they used to burn bricks, and the landlord's plea is this, that it was let cheap, intending that it should be improved, and then it was raised by degrees.

14886. Yes ; but the man who improved it has to pay the high rent?—Yes.

14887. CHAIRMAN.—You think he was put in at a low rent to begin with with the view of his improving it, and then, after a certain length of time, he was to have a higher rent?—That is the belief.

14888. Mr. SHAW.—Was it ever worth more than £3 10s. when he got it?—I cannot say, but I could give a guess. I know the kind of land, but at present I believe if Mr. Davies had to let it he would not let it at less than £6 18s.

14889. CHAIRMAN.—He says he laid out £30 on it?—I have no doubt that less than £30 would not do what I see he has done.

14890. What would you say it is worth now?—If he was to let it himself he would get £6 an acre, or £6 10s., or £7, if he was to let it for grazing.

14891. Mr. SHAW.—Then his money is thrown away to a great extent?—No ; I think he would get £20 for the farm at the old rent, £3 10s.

14892. Do you know James Smullen's farm?—I do.

14893. He has done a great deal on his land?—He has.

14894. He paid a good price for it?—£320.

14895. The rent was £18 and it is now £30. That is a smart increase on the farm?—Yes. I valued that, and there was a great deal more put on it and I reduced it, and he was quite satisfied ; landlord and tenant were satisfied with the price.

14896. CHAIRMAN.—At the time?—At the time ; and I believe now that it is very little too dear, if it be any.

14897. Mr. SHAW.—He has spent his money, his outlay on it, and he thinks he ought to get some return?—He has, but I think it has repaid him for all ; but that is not one of the worst cases ; that is one of the best cases.

14898. CHAIRMAN.—There is another case of M'Gaharen?—That was M'Cruden's case. He was in debt and was served with ejections at different times, and was very, very poor, and he turned about and sold his land. He told me one day he sold it to this M'Gaharen, but there was twenty-five per cent. put on.

14899. Mr. SHAW.—The first rent was £5 15s., then it was raised to £8 15s., and on the sale it was £10 11s. 9d. That was nearly doubling the rent?—In olden times I believe they had this place for very little, that is, 11s. 10d. per acre—the average rent of Birchhill. When I came here I was not acquainted with this country as much as my own country—Kildare, Queen's County, Carlow, and Wicklow—but I considered myself, when I got acquainted with the place and the tenantry and the kind of soil, that the rents were too smart on many ; still if some of them had no rent to pay they would be poor.

14900. But it is a poorish land, not a kind land?—

There is some of it very good, but there is none of it there is not some little bad spot on.

14901. CHAIRMAN.—Do you think the tenants have made much improvements of late years?—All the improvements are made by them. There are a good many tenants I could point out who have improved their land. I know a man of the name of Love, of Finnybawns. When I came here he had a piece of bog and a piece of hill, the way it was left by the Creator, and he has it now nearly all settled. He certainly does not pay a high rent at present, but if they go to value him again, they will certainly put a higher rent on, from his improvements thereon.

14902. Mr. SHAW.—If he tries to sell he will have to pay 25 per cent.?—Yes, I suppose so.

14903. Although he has made it all himself?—Yes, and round this country I understand the landlords are all doing the same thing.

14904. CHAIRMAN.—Do you think there is a discontinuance of improvements by the tenants since the Land Act?—I cannot say there is.

14905. We have heard in some places that at first they improved under the Land Act, but of late they have ceased to do so from the feeling that it is insecure?—I know the feeling that is in the minds of the tenantry is this—I believe improvements would go on 40 or 50 per cent. more than they do if they were sure the rent would not be raised for their improvements. That is my opinion ; and I think landlords and tenants would be helped if it was settled, so that the landlord and tenant would know what they were doing, and the tenant would not be interfered with in improving by the raising of rent.

14906. Mr. SHAW.—It would be better for all parties?—It would be better for all parties if something could be done, for I am acquainted with tenants in Kildare, Queen's County, Carlow, and Wicklow. My brother holds upwards of 400 acres of land, and my cousins from 200 or 300 acres down to 50. And I believe if something equivalent could be given to the landlord for his legal and customary right of raising rent every 21 years, it would be a grand job to have a settled and stationary rent. We will, say, give leases for ever to all, and pay a half-year's rent every 31 years.

14907. As a fine or premium?—Yes ; say an estate was worth £3,000 a year. Every thirty years the landlord would have £1,500, and the landlord would know and the tenant would know, and he would build his house and have no complaints. And if you look on it and calculate it as I have done, I believe it would leave the landlord 3½ per cent. interest, and it will give him as much addition to his rents as with the way foreign countries are opened by steam communication he can expect, it would give him as much of a rise as he gets now by constant increases.

14908. And it would satisfy the tenants?—Yes.

14909. And improvements would go on?—I know a tenant at present. He is able and willing to improve, and that is the only thing that prevents him building a slated house. In the County Kildare, on Lord Aldborough's property, I had three cousins. A working tailor from Castledermot bought the property, and put them out, and they had to go away and not get one penny piece. There is a feeling among farmers that they will not improve, and even if they get leases—I have been one myself, and know the feeling—they will say, even honest, industrious, respectable farmers who wish to pay a good rent and improve, "If I get a lease for a farm I will have it good and keep it good ; but I won't improve it so much against the lease is out as will leave me to pay for my improvements."

14910. CHAIRMAN.—And do you think the Land Act, which gave compensation for improvements, did not meet that fear at all?—I am quite sure not ; for I will tell you why—in instances where a townland is sold, supposing there is a good landlord who sells, the landlord who buys thinks nothing if he wants the land or his adjoining tenant wants it, of what the tenant-right would come to if the man is disturbed. If the

family is to be disturbed, the man thinks nothing of paying for the tenant-right.

14911. The compensation he will have to pay, he gets re-paid by one of the new men?—Yes; and if the man goes away and he is re-paid, it will be no loss.

14912. Mr. SHAW.—The man going out does not get paid for his disturbance?—That is the way. Some of them may live under a good landlord for a lifetime, but we see, unfortunately, through many parts of Ireland, when the landlord is changed, the new one is worse.

14913. CHAIRMAN.—We were told yesterday, I think it was, that the tenants of the present day are apathetic and different from what they used to be, and won't improve. Do you think that is the case?—I believe the last couple of years it is so, that there is a feeling amongst them that something will be done, and they are lying there without moving on at all.

14914. But it is not from anything different in the power of setting to work, if they believed themselves secure?—I think the chief thing is, if they could get a fair rent and what the people call security.

14915. Have there been many evictions on the property?—No. Lord Arran never puts out a man except for non-payment of rent, and even then some of the parties owed three years' rent, and there were some ejectments which he took out merely to frighten them.

14916. There is no complaint as to ejectments?—No. Where there is a number of poor people, if they

had their land, some of them, for nothing it would not make them much better off. But certainly over the Poor Law valuation this estate is valued very high.

14917. In comparison with the Poor Law valuation?—In comparison with the Poor Law valuation. Almost all expressed themselves—I heard several of them speaking—that they would be satisfied with the Poor Law valuation. That may be too low, in general, and I believe so.

14918. But do you think they would be satisfied with say a rent fixed by arbitration?—I think the reasonable, respectable tenant that expects nothing only from his industry, and only wishes to pay a just rent, would. But there are some, I believe, that somehow or other rent is not troubling them, if they could get the land by paying nothing, but they are few. Certainly, Lord Arran would be the last man in the world that would lay on an unjust rent, if he knew, but still he thinks perhaps when people give him these high rents it is all right. Some of the tenants of this very townland were the first to offer £4 an acre to accommodate themselves, and the first to call out "high rents" afterwards.

14919. He thinks the high tenant-right is a proof of the increased value of the property?—He thinks when the people give it to him, it is all right, but anyone I had to deal with, or when it was left to me, I always lowered it when I considered it was a little too high, and Lord Arran was always satisfied.

The witness withdrew.

Mr. JOHN WARD, County Cess Collector, Ballintra, examined.

Mr. John Ward.

14920. CHAIRMAN.—Where do you live?—I live near Ballintra, almost half way between this and Ballyshannon. My calling is a farmer, but I have been collecting the county cess in Ballyshannon and district for twenty-four years.

14921. Are you a farmer at present?—I am living by the farm, and I am the sheriff's officer for this part of the county Donegal, south-western Donegal, five parishes in it.

14922. Have you anything as regards your own farm that you wish to bring under our notice?—Well, no. I live on Mr. Connolly's estate and, seeing the way my neighbours are treated, I have no reason to complain, but I know the causes of discontent among all the farmers in the district I travel through, and their general complaint is too high a rent, and the power of the landlord to raise the rent still. I will give you a few instances I can prove on oath as within my own knowledge. In the next townland to where I live, I remember three farms, small ones at £2 a year.

14923. Mr. SHAW.—Each?—Each at £2 a year, and they are risen twice in my memory, they are now up to £8 each.

14924. CHAIRMAN.—What property was that on?—It was on an estate of Colonel Knox of Prehen near Derry.

14925. Who manages that property?—Isaac Colquhoun and Son, of Derry; Isaac is dead, and Thomas Colquhoun is agent now.

14926. Mr. SHAW.—Do you know the acreage of these farms?—I think they would be about eight statute acres of mountain land.

14927. They had reclaimed it, I suppose?—They had reclaimed it, the townland was squared up and the people from the nestling of houses were sent out to their own farms, what we call in this neighbourhood, rundale, each one was sent out to their own farm, and the rent was raised. The first case was two servant boys bought the farm from their grandfather, and supported him during his life, they built a house and broke up two acres of hard mountain land, and when

they had it cultivated they were risen to £9 a year, and because they did not pay it they were ejected in 1847.

14928. CHAIRMAN.—What was the name of the place?—Ballinacarrick.

14929. And what was the name of the tenant?—William M'Cafferty, and John M'Cafferty his brother. They were ejected in 1847, the land lay vacant for two years, until they gave it to another man at a reduced rent; £4, that man held it at and it is now risen to £8.

14930. What is the name of the tenant now?—John Graham, of Ballintra.

14931. Mr. SHAW.—The landlord did nothing towards improving it?—Nothing.

14932. CHAIRMAN.—Was Colonel Knox a purchaser of the property lately?—Oh, no, he has it by hereditary right long before my memory.

14933. Mr. SHAW.—Is it a large property?—No.

14934. And has the same system been going over the whole estate?—Yes, the rise in 1878 has been very great, the farm next to where I live and was born and reared, was held by a man named Charles Johnson at £7 a year, I remember its being raised to £12, and they were noticed in 1878 to pay £21.

14935. CHAIRMAN.—Was there any very great improvements done by the tenants?—Yes; there were great improvements done by three sons, and they are yet unmarried, living with all the industry they can on the farm, and as they improved it the rent was still raised. This deters the people from improvements, it keeps them back and leaves them discontented, and they are now in that state that they don't know whether to improve or not. On the Cavangarden estate, on the farm next to my own, it marches me, I remember an old man with three sons, named Patrick Campbell.

14936. What is the name of the landlord?—Thomas John Atkinson, Cavangarden. The old man got liberty to build a house for the first son, the landlord being paid £2 additional rent. He solicited the favour free,

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but would not get it. When the father died, the landlord raised the £2 a year to £7, and he is paying £7 a year now, and if I was sworn as a valuator I would swear positively and beyond a doubt it is not worth more than £3.

14937. He has done everything for it?—He carried gravel from the hill to make land of the bog; he brought the landlord to see it and the reward he got was “come into the office the first day you are passing, I want you,” and, to his great astonishment, he was told he must pay £7 yearly in future.

14938. Mr. SHAW.—£2 for marrying the son, and £5 for improving the land?—Yes. Now, sir, that is my next neighbour. I am also well acquainted with land at Bundoran, on another estate owned now by Dr. Teevan, a military doctor, I believe. He has a residence at Enniskillen, and he is serving, I believe, with his regiment at Malta. The property was purchased in 1868, a portion of Mr. Connolly's estate. I know one man whom I, as sheriff's officer, ejected in May last; his rent was £22, it is now £37; the tenant was Andrew Kerrigan.

14939. Raised lately?—Since 1868.

14940. By one rise or several?—By two rises. First there was a rise, and the man had to sell a portion of his land, and because he offered it for sale there was an additional rent put on. Altogether, from £22, it is now £37. I even went so far as to publish these things in the newspapers.

14941. Do you know the land yourself?—I do, well, and I know there is no improvement, and it is no better than it was 100 years ago. It is a soil that is not fit to be improved, and it is as good as they can make it.

14942. Is it too dear?—Quite too dear. The next farm to him was held by John Johnson; the townland is Ardfarnna; his rent was £12, and now it is £22 7s.

14943. Under the same landlord?—On the same land, and without any improvements.

14944. CHAIRMAN.—Who is the agent?—William Rogers, of Templeview, near Ballyshannon.

14945. Mr. SHAW.—And all the improvements were made by the tenant?—There is no improvement on this soil at all.

14946. The houses were built, I suppose?—The houses were in existence long before this rise of rent prevented the tenant being able to improve, and all these men I tell you are ejected. There is not a tenant on all that portion of Mr. Connolly's estate there was not a rise of rent put on. I am giving you this as a specimen. There must be 150 tenants on this estate that was purchased by this Dr. Teevan, his predecessor was a Dr. Teevan, and it was the other purchased. This has caused the tenant farmers of this barony to be very discontented; their sons and daughters are leaving for America and Australia, and I can tell you, gentlemen, they are leaving with a vengeance, and the fathers and mothers tell them—“Don't live in a country where we are so oppressed.” They have quit improving; to my own knowledge, for the last twenty years there is hardly any improvement going on. Until there is some rule of law made to establish a fair rent between landlord and tenant we will not have peace in this country. We are a very peaceable people, and I never yet heard a farmer say he was not willing to pay a fair rent, but don't be raising them when they improve the land.

14947. This has an effect even on well managed estates, it spreads about?—It has. The portion of Mr. Connolly's estate in the hands of trustees has not been raised these fifty-one years. The people purchase at auctions with confidence on it when they won't purchase at all on the others. I may tell you gentlemen, I am an auctioneer since I quit collecting the county cess. I have sold a great deal of land for the last five years by auction, and I can sell on Mr. Connolly's estate—where there is supposed to be a fair rent and no rise of rent, and where they are not

afraid of a rise of rent—I can sell land on that estate at from £30 up to £40 an acre.

14948. CHAIRMAN.—Now?—Even now at the present time I can sell on the Brownhall estates, for there is no late rise on it; but there was a rise on it later than on Mr. Connolly's, because John Hamilton, of St. Ernans, and Major Hamilton, the owner, treat the tenants civilly, and the tenants buy with confidence. But on the estates of Dr. Teevan, and Cavan-garden, the tenants cannot be got to buy at all. Teevan cannot prevent sale by auction, because the right of sale existed before he purchased. But the Cavan-garden people are never allowed to sell. “If you are tired walk away and leave it.” The son of Atkinson, of Cavan-garden, stood by me for two days in succession. I could not sell the first day, and the second day he stood by me in the pouring rain and told every body “Don't buy, I won't accept you as a tenant.” This rises up great wrath, and people made use of expressions that I would be sorry to tell you as a Christian. The tenant had purchased, himself laid out money on the place, and he would not be allowed to sell. I consider, in my humble opinion, the legislature should make a law imperative on the landlord and tenants both to come to some arrangement to lay on a fair rent. It is for the grass of a farm the value should be made, not in a state of agriculture, because the landlord does not supply one shilling to the tenant to buy manure, seed, or labour. Then, if a farmer enters into cultivation it is a speculation, like the merchant in the town. Here, the farmer buys seed, pays for the labour, and buys manure. Sometimes that crop yields him nothing, but still he continues; he has no other way to feed his family, and if the landlord does not assist him he should not be paid for that. Very few farmers know what an acre of land will produce in grass. Then, valuing the grass, or what it would be worth in the highest market, give the landlord a fair share of that for his rent, and, I think, we will never have peace until that is done.

14949. Mr. SHAW.—But the rent question is the great difficulty?—The rent question is the great thing that annoys the people here; they are paying too high a rent in general. I hear a great many suggesting the poor law valuation as a standard, but I say that would not be fair. First of all the poor law valuation was not made by one man. Different men from the valuation office came out, well instructed, I am sure, and different men made different valuations, and the greatest mistake I find they fell into was this: they did not make a sufficient difference between the good and bad soil; they were not agriculturists, they were not farmers, and they laid on a value by the acre, and where they laid on £2 an acre the land they laid on £1 an acre was not half as good, not one-third. The bad soil is worth very little, when the good soil is valuable; they made no sufficient difference, they valued everything up to its full value for taxation purpose, and, I think, that would be too much for a rent. They valued the houses that the men built. Where a poor man built his house, I think it should be his own property without paying rent for it.

14950. CHAIRMAN.—They valued them separately?—Surely they did, and I have been in discourse with these men frequently about the valuation—they said their valuation they would consider far too high for a rent.

14951. Mr. SHAW.—Is the valuation higher or lower than the rent in your district?—It is generally lower, a great deal lower. These farms I tell you have been risen lately. A farm of £21 a year is only valued £15 for poor rates, and is too high compared with others.

14952. On Mr. Connolly's property the rent is near the valuation?—They are both nearer each other than on any other estate I know of.

14953. CHAIRMAN.—How much, as a general run, is Mr. Connolly's estate above the Poor Law valuation?—

There is very little on Mr. Connolly's land but is above the valuation.

14954. Mr. SHAW.—How much on an average?—In my humble opinion as far as I know it would be about £3 or £4 in every £20, and some £2 in £10 or £12.

14955. That is valuing houses and all?—Yes.

14956. But still the tenants are pretty well contented on that estate?—They are when they see what their neighbours are paying, but a good many of them are paying too high near the town. The general discontent in the country arises from high rents and insecurity. Some good landlords I believe had successors that turned out very bad ones, and if there was some security for the tenant that his improvements would not be taken advantage of we would have a contented people, and they are very industrious and willing to pay a fair rent, but they are discontented entirely about the rise and its coming on so often. A great many tenants on Mr. Connolly's estate if they got into difficulties, and were not able to pay the rent, they were not put out for a year, or two, or three, until the agent would say, "You are going on too far, sell to the highest bidder, pay your debts, and put the rest in your pocket." They were all satisfied with that.

14957. Are the tenants in debt?—They are a great deal.

14958. To shopkeepers and banks?—Not to banks, they would not lend except on good security, but as the sheriff's officer I can tell you that I suppose I have for execution at present in the district nearly 150 decrees for shop debts outside rent. It is seldom we get a decree for rent.

14959. In the poorer class of tenants I suppose generally?—Yes.

14960. Small tenants?—Yes; and where they have been respectable tenants they go in and do their best not to be exposed.

14961. And they charge for interest after a certain time?—They do.

14962. Do they give bills?—No; the shopkeepers say they would have to pay the bills themselves, and they must take it by instalments. But the country generally, owing to the bad years of 1879 and 1878, and even before that, the tenants were in great debt, this year appears to help them on something, yet I think if it had been a bad year like the last, there would have been a great waste of the people, they could not stand it.

14963. CHAIRMAN.—Before these bad times were they pretty well off?—They were a great deal better off than now.

14964. But would you call them well off?—I would.

14965. Do you think they were able to lay by a good fortune for their families?—For the most part they were. What beats the poor people in this country is the loss of the potato crop, they can live on that crop with little else, and then they had their grass crop, and cows and calves to sell, and it secured their debts. But since the potato crop came in ill they have to buy Indian meal and provisions, and cannot afford to pay their rent.

14966. What do you mean by the failure of the potato crop?—The potato crop is worse for the last five years than it has been.

14967. Then you may say that here they have had five bad years in succession?—Yes.

14968. Mr. SHAW.—This is a good year?—Yes; and there is no crop lost, no wasted crop. I hold a portion on the estate of Mr. Foster, of Bell's Isle. He noticed all his tenants for a rise of rent in 1878, and he made some of them pay, and others he made pass notes for the rise of rent when they had no money.

14969. How much was the advance do you know?—There is one farmer in the next townland to me, his rent was £15 now it is £21.

14970. CHAIRMAN.—That was in 1877?—In 1878 they were noticed to pay the rise.

14971. Mr. SHAW.—Did he make them pay it then, bad times and all?—Yes; he made this man pay down cash, and others he took notes from. I know another farmer paying £22 and he added £10 to his rent.

14972. Was there a lease falling in or anything?—No, no lease. There was a general rise all over the estate, but some of them did not pay. One of the tenants told me he paid £13 of a rise, but his rent was coming near to £40.

14973. And that was the proportion all over the estate?—Yes; there is not a single one of them that has not been risen in this country only Mr. Connolly's estate, and the Brownhall estate, Mr. John Hamilton's; and I know the feeling of discontent is entirely about the high rents and the power to raise rents. If there was some standard made, even if it was a high one, and the tenants thought it would stand at that, they would go on and work night and day, themselves and their families, to reclaim the barren soil, but the sons of these men say, "What is the use of us improving, we will be risen for taxation and rent, we will not live here and work," and in fact when they are despairing of doing well they will do ill, and go to fairs and markets and spend the little money they have, and then they leave the country.

14974. Mr. SHAW.—It makes them idle?—Yes; and then they will leave the country with something in their breast that should not be in it. Depend upon it that is the case. I mix up with them very much.

14975. And you think there is a cause for it?—I am certain there is a cause. And now, instead of the few persons I have named, I can name the townland, the tenant's names, and the landlord's names, I suppose fifty or sixty, to my own knowledge, where the rents have been raised. I had to sheriff them out for no other reason than that they were not able to pay the rent.

14976. CHAIRMAN.—You had to sheriff them out?—Under ejectment decrees.

14977. Mr. SHAW.—For non-payment of rent?—Yes.

14978. CHAIRMAN.—What number, say in the last five years?—Oh, I can hardly tell you that. I am sure I took possession of more than twenty farms since May last under ejectments for non-payment of rent.

14979. CHAIRMAN.—In your own district?—In my own district.

14980. CHAIRMAN.—And they cannot sell?—They cannot sell, would not get leave to sell in Teevan's property. I advertised a farm myself for sale, being an auctioneer, they gave me the sale, and the bailiff came to the spot on the day of sale, and said, "whoever purchases this farm must add £2 or £3 to the rent," and that stopped it. It is too high already, they won't buy at that price. I have had that experience being the cess collector and the sheriff's man. We cannot sell at all then. And it is the rule over most of the property in this country, except Mr. Connolly's and Hamilton's of Brownhall, to send the bailiff there and say the purchaser must pay a higher rent. A great portion of the landlords of this country are doing everything they can to put down the Land Act of 1870 to make it a useless letter in the Statute Book, for the rise of rent prevents the tenant-right being any use, and a man won't buy. And really in 1877 and 1878 there were excellent prices for little farms in this country, because when a man had a son or two, and had some money made up, he did not wish to let that son away to America or any place, and they would consult together and buy a little farm, and put the son down on it and assist him there. And I know where there were three sons in the house, the father would make them work

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Ward.

on the new farm and the old one, and no man knew what his share would be until the harvest was gathered in, and then he would give each of them the third stook and so on. This great contention between the landlords and the people did not so much exist until after the Land Act. The landlords are death on the people.

14981. Mr. SHAW.—Standing on their rights?—Yes, and saying we will not allow this Tenant-Right Bill to have effect at all, we will put on a rent that will destroy it and has destroyed it. If my testimony be of any use, I would say to you, we will not have

peace in this country until there is some standard made between the landlord and tenant, and the landlord will have to say, "I will stop here and cannot go any further. Unless the tenants see that, they are not willing to be at peace, but they are willing to pay a fair rent, there will be no resistance to it at all, and that fair rent ought to be ascertained, I think, by arbitration, the landlord appoint a man and the tenant a man, and the Government appoint an umpire.

[The witness withdrew.]

Messrs.
Patrick
Flaherty,
Edward
Flaherty,
John Thomas,
James
Morrogh,
John
Henderson,
James Cassidy,
and James
McCaferry.

PATRICK FLAHERTY, Dromore; EDWARD FLAHERTY, JOHN THOMAS, JAMES MORROGH, JOHN HENDERSON, JAMES CASSIDY, and JAMES M'Caffery, examined together.

Patrick Flaherty, tenant on the estate of Thomas Colquhoun, Derry, who is his own agent. Rent raised from £4 to £4 8s., and then to £6 3s.; valuation, £5; acreage, twelve.

14982. Mr. SHAW.—When was it raised?—Four years ago.

14983. Was it raised on the whole property at the same time?—Yes, some more and some less, he pays half of the county cess.

Edward Flaherty, tenant on the Colquhoun estate, rent raised from £12 8s. to £18 10s., valuation, £13; number of acres, about thirty; bought a portion of this farm lately, the rise on which was from £3 8s. to £5 10s.

14984. Mr. SHAW.—At the same time the rent was raised?—Yes; when I bought it he raised it at two guineas, and it was too dear beforehand.

14985. CHAIRMAN.—Did they give the notice at the sale?—No, it was a year after. The woman who had it was forced to go to Scotland, and I had a trifle of my own and I bid to pay it for her debt, and when he got me in he raised me two guineas.

14986. Mr. SHAW.—Before the general rise?—No, it was at that time.

14987. How far was it from that town?—Two and a half miles, on the road to Killybegs.

14988. Did you do much to it in the way of improving?—Yes, I levelled holes, and made roads, and tossed down walls and made a big improvement.

14989. The landlord never did anything?—No, except rising the rent which broke our hearts.

John Thomas, tenant on the estate of Mr. Thomas Brooke, Lough Eske, rent raised from £1 5s. 2d. to £2 15s., valuation £1 10s.; number of acres, two.

14990. Mr. SHAW.—When was it raised?—Eleven years ago. Has another place on the same estate, rent, £7 10s.; valuation, £4; acreage, eight; the rent of this place was raised when he bought it.

14991. Is that the practice on the estate on a sale, to raise the rent?—Yes.

14992. CHAIRMAN.—Was it an old practice?—No, sir.

14993. Lately introduced?—Yes.

14994. How long has it been going?—It is only about two years since it has become a rule.

14995. Mr. SHAW.—How much did you pay for the farm?—£140.

14996. And you think the rent is too high?—I do.

14997. CHAIRMAN.—Would you find it difficult to get the £140 back again now?—I would not get half the money.

14998. Mr. SHAW.—Is that owing to the bad times?—It is a good deal, but I gave too much for it at the time I purchased it, because I could not get out or in to the place I was living in only through this land, and if any man came in I would be a trespasser.

14999. Is there a rise of rent always on a sale on this property?—There is those last few years.

15000. But they are told beforehand there will be a rise?—Yes.

James Morrogh, tenant on Lord Arran's estate, rent was £14, raised to £17 3s., and then to £21 10s., valuation, £12 10s., number of plantation acres, fourteen.

15001. CHAIRMAN.—Was the first rise in 1859?—I cannot say, I purchased it seven years ago, and the last rise was 5s. to the pound.

15002. Mr. SHAW.—And that is the rule on the property?—Yes; I did not understand it when I was buying, and when I went to pay the first rent I would not be taken as tenant if I did not pay it.

15003. CHAIRMAN.—Was not the bailiff present at the sale?—Yes, he was.

15004. Did he not announce it?—It was the first case of the kind, and he told me if I would improve on the place he would never ask it.

15005. Mr. SHAW.—But they made you pay it when you went in?—Yes.

15006. *John Henderson*, tenant on Lord Arran's estate, rent originally £8 5s., was raised three or four times, is now £20 4s. 6d.; valuation, £12 5s.; number of acres, twenty-four. Land very bad.

15007. Mr. SHAW.—Is that the only land you have?—Yes.

15008. CHAIRMAN.—How came there to be so many rises?—According as you improve they raise you.

15009. Mr. SHAW.—You did not purchase?—No.

15010. It was in 1859 the rise was?—We paid £8 5s. for this land at first, and they raised it to £12 10s., then to £15, then again to £17 10s., and at the end of it they raised us to £20 4s. 6d.

15011. CHAIRMAN.—Whereabouts is this?—A mile and a half from town.

15012. Mr. SHAW.—And is it bad land naturally?—It is very ill bad land.

15013. Have you done much to it?—We did; we drained a part of it and levelled ditches, and brought manure from the town.

15014. CHAIRMAN.—Do you live on it?—Yes.

15015. Mr. SHAW.—The landlord did not help him in any way?—Yes.

Morrogh.—I laid out half my purchase money on it and I would not get the money at all now.

James Cassidy, tenant on Arran estates, rent was £1 10s., was raised to £9 all to five pence, by several rises; valuation, £7 5s.; number of acres, eight.

James McCaffery, tenant on Arran estates, land was 10s., was raised £2 19s., by different rises; valuation, £1 10s.; number of acres, three and a half.

15016. CHAIRMAN.—Are they near the town?—*Morrogh*.—About four miles away.

The witnesses retired.

Messrs. JAMES DOHERTY, TIMOTHY M'CULLAN, JOHN M'GILLIGAN, PHILIP MELLY, and WILLIAM GILLESPIE, tenants on Mr. Stewart Murray's estate, examined.

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Messrs. James Doherty, Timothy M'Cullan, John M'Gilligan, Philip Melly, and William Gillespie.

James Doherty, rent was £15, raised to £19; valuation, £10 for the land only; plantation acres, 16.

15018. Mr. SHAW.—When was it raised?—I think it was raised in 1861 (producing receipts).

15019. May, 1860?—That is the first rise, and 1861 was the first payment.

15020. And the rent before that?—Was £15 a year.

15021. Did you make all the improvements on the land?—I did.

15022. Drained it?—Yes.

15023. Did you build the house?—Yes, but I got timber and slates from him, and he put £2 extra of the rate on the town on me. If I had been raised the same as the others I would not mind, but he put £2 extra on me.

Timothy M'Cullan, rent was raised from £12 16s. 3d. to £14 10s.; valuation, £9; acres, 12.

15024. Mr. SHAW.—Was that raised the same time?—Yes.

15025. And no rise of rent since?—Yes; barring a man wanted to sell, then it is raised 25 per cent.

15026. And have any sales been attempted on that plan?—There have, but there was no sale.

15027. It destroys your tenant-right?—Certainly.

15028. CHAIRMAN.—How long has that been the rule?—8 or 9 years; it is since the new agent came in.

15029. John M'Gilligan, rent £31 5s.; valuation, £22; 17 acres. There was no rise of rent.

15030. Mr. SHAW.—What was the rent before?—I don't remember.

15031. Did you purchase?—I did about 20 years ago.

15032. And paid a good price for it?—Plenty.

15033. Philip Melly, rent, £40 4s.; valuation, £30 10s.; plantation acres, 30.

15034. Mr. SHAW.—You don't know what the rent was before you bought?—It was before my time.

William Gillespie, raised from £12 to £14; valuation, £11 15s.; number of acres, 12. Our landlord did great injury to us by selling the bog from us.

15035. Mr. SHAW.—Is that a change?—It is; we have to come and pay for it now, whereas we had it before for nothing. He sold these townlands out of the estate.

15036. CHAIRMAN.—And the rent remained the same?—The rent remained the same.

15037. Mr. SHAW.—What do you pay for the bog generally?—12s. an acre.

15038. And he does not allow you to sell by open sale?—No.

15039. I suppose with the 25 per cent. you would find it hard to get a purchaser?—I hold a farm, and if there was 25 per cent. on it, I would not take a gift of it.

15040. You could not make a living on it?—No; we are not any of us able to make a living on it.

15041. Is that near the town?—Melly—Within a mile of it on the Killynard-road.

15042. CHAIRMAN. Is there any waste land about your neighbourhood?—None.

15043. Is there waste land that can be reclaimed?—No, there is a great deal of land can be improved.

15044. Mr. SHAW.—On your own farm, if you had encouragement?—If I had encouragement I could lay out more than £150 in improvements, and I have laid out more than £100 in my own time, and I robbed myself and killed myself working.

15045. If you were sure of the rent?—If it was a fair rent, but I will never improve at the present rent.

15046. You think it ought to be less?—At about half the tenant could improve, and the Marquess of Conyngham's tenants are cheaper than we are.

15047. It bounds your property?—Yes.

15048. And it is considerably less than yours?—There are none of them that is not under the Government valuation.

The witnesses withdrew.

CONNELL GALLAGHER, tenant on Mr. John Hamilton's estate, examined. [Rent from £2 10s. to £11 10s. by different rises.]

Mr. Connell Gallagher.

15049. Mr. SHAW.—When did he rise the rents?—In 1847 and 1846.

15050. Never since?—He did. After my father's decease I became the owner of a portion of it, and my brother lived on the rest of it, and I made a purchase of it, and then my rent in 1847 was £3. Then I had another brother that occupied a portion of it, and he was not able to meet the times, and my father-in-law came over to see me and gave me money to purchase it. I paid four years of arrears, and I was living a year with Mr. John when he sent a man to the house who said he would leave some money in 1847 on my place, and at the end of 21 years I would get free of it. At the end of 20 years I went to look for the reduction to the agent, in his absence, for he was a very noble man, and he gave me another £1 of a rise. I carried limestone on my back for three quarters of a mile or a mile. I wanted a road, and asked his honour to come to see it, and he came out on horse-back and said £30 would not make the road. I said I was a strong young man, and if I got assistance I could make the road myself, and if he would allow me a year's rent. "I will," said he, "Mr. Pike give it to him." He went away to England, and I

made the road and I went to look for the £11, but Mr. Pike said, "Begone out of my sight," and he gave me another £1 rise.

15051. Did you ever speak to Mr. Hamilton since?—No, I never saw him since. I told the Major, and he said if he had the books I never would have got the last rise.

15052. You ought to write to him, because he is a good man?—He is a very nice man. I got a tract on Monday morning from Mr. John Mellor, and it specified in it he never gave a rise to any of his tenants but I got a rise.

15053. There must be some mistake?—He sent this tract for us to take a lease, but the agent would not listen to it in his absence.

15054. Has he an agent?—He has, his son.

15055. Did you go to him?—He told me he could do nothing until his father came home. Says he to me, naming me, "If I had got the books you never would have got one penny of a rise." I said modestly, when there was a wrong done could he not look over it, and he said he could do nothing until his father came. £30 never made the road for me.

The witness withdrew.

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Mr. Thomas
Monahan.

THOMAS MONAHAN, tenant on Mr. Alexander Hamilton's estate, examined. [Rent raised from £18 7s. to £21; valuation £15 10s. Sold part of the farm, and now pays £11 10s. on the part that remains, the valuation being £8.]

15056. Mr. SHAW.—When was there any rise of rent?—I cannot really say. I suppose between eight and nine years ago. I cannot really say.

15057. You are living on the land, I suppose?—Certainly, that is my only way of living. I sold some of the land since, and for what remains I pay £11 10s. and £8 is my Government view.

15058. You think it is too high?—Yes, and the men who came to regulate it were Government viewers, they looked at the land and said to me, "Don't you think that rent too high?" I said, "I do." "Actually," said he, "in my heart and soul I do." I don't remember his name.

The witness withdrew.

Mr. James
Cassidy.

JAMES CASSIDY, tenant on Captain Barton's estate, examined. [Rent raised from £9 10s. to £12; valuation £8 5s.; mountain land, about 8 acres. Also holds a farm under Major Montgomery. Rent, £3 17s. 9d.; valuation £3 5s.; acreage 3½. There has been no rise.]

15060. Mr. SHAW.—When was the rise on the other estates?—About eight or ten acres. I cannot exactly say.

15061. Is it near the town?—No, seven or eight miles from this, on the leading way to Ardara.

15062. Was the rent raised on all the estate at the same time?—Yes, and about the same way.

15063. And the land is poor land?—Very poor mountainy land.

15064. Did you drain and improve it yourself?—He gave us permission to drain a part of it at one time, and after doing it and all we were looking then for the money, and he was not paying us, and we stopped half a year's rent for the payment; and after stopping a half-year's rent, his agent processed, and we were allowed the money by the barrister, but decreed for the running half-year's rent.

15065. Did he put on any interest on the money?—No.

15066. Is it a large property?—Something about eight acres.

15067. I mean the estate?—No; it is not a very large estate.

15068. But all the tenants have been raised in the same way?—Yes; at the same time.

15069. Have you tenant-right?—No.

15070. Are you allowed sale?—He did not give

permission to any person to sell until this very year and he allowed a man, upon a promise, to sell this year.

15071. Was he able to sell?—Yes; he did sell. It was a woman. Her family were gone to America.

15072. She was allowed to get as much as she could?—Yes.

15073. CHAIRMAN.—Is there any waste mountain land or bog land in your neighbourhood?—Plenty of it.

15074. Plenty that might be reclaimed?—Yes; if there was confidence in the landlord, and if the people had any means to do it.

15075. Is there any that is not held by tenants?—Well, there is a good part of it waste on Major Montgomery's land, great flakes without any person occupying it.

15076. Mr. SHAW.—They have cattle runs?—Yes.

15077. But no farms on it?—Yes.

15078. Is it land that can be improved?—Yes; a great deal of it can be improved, and on Colquhoun's land. He raised the land very much.

15079. Does he put on any advance when there is a sale?—I think he prevents the sale.

15080. That is in your neighbourhood?—Yes.

The witness retired.

Mr. Francis
Faucett.

Mr. FRANCIS FAUCETT, Rockfield, Belleek, examined.

15081. CHAIRMAN.—You are a landowner, I believe?—Yes; to a small extent, but I am larger in the tenant way.

15082. What do you hold as tenant?—I hold about 700 or 800 acres as tenant.

15083. On one estate?—On a great many estates.

15084. Is there anything on these estates you wish to put before us?—Yes. My own personal knowledge where my forefathers lived is on Mr. Jones' estate of Moneyglass. He lives in the County Antrim, near Toomebridge. The townland we hold, Mullyare, we held it at £26 a year.

15085. Mr. SHAW.—An old lease, I suppose?—Yes. When the lease fell, Mr. Jones served me with an ejectment.

15086. When was that?—Immediately after the Land Bill, six or seven years ago. I offered him before I was served with the ejectment to give him £80 a year for the farm. It was a very heavy value, indeed, but I did not like to leave it, because it was my forefathers' farm.

15087. Where you live?—No. After my father's death I was afraid to go back and live on it, knowing he was so bad a landlord; but I had it in my own hand, and my forefathers made it so that the £26 was worth £80.

15088. What is the acreage?—Sixty acres of arable land, and the rest mountain; the Government valuation is £66 a year. We went before the Land Court. He would not take the £80, or tell me what he would take; the times were good, and I was anxious not to lose it. When he got into the box, he swore he would not give it to anyone until I had the first offer. He

said there were other parties bidding for the land. He was asked what he would take for it, and he said £110. We considered the thing cautiously, and the Land Bill was so badly framed that, after a lease, there was a difficulty in obtaining a decree for any benefit, because you would have to prove the sale of a farm on the estate between the dropping of a lease and the making of a new rent; that was a thing that could scarcely ever occur. I agreed to give the £110 a year, although it was not worth it, rather than give it up. Under the old lease, he was not entitled to game; he was to give a lease for twenty years; but he would give no lease, unless I paid the county cess, which was illegal, and let him have the land destroyed with rabbits and all other kind of game. And then we came to loggerheads again. I did not pay the rent for three years, wanting to get my lease. He went to Mr. Blake, and he told him he would have to trust to Faucett for his shooting over the mountains, as he had always allowed him to do, and he was hunted out of court. And then he served a writ on me, and I was advised I had no defence, and paid him £400. Then he came to me again; we made a new arrangement that I was allowed to shoot the rabbits, and he had the grouse; and it went on until this bad year came. He gave all his tenants an abatement, and would not give me one, and he would not take the land up, and I was under the necessity of serving a notice of surrender, or else hold on. I held on, under the hope that there would be something done by this Commission that would make me safe under this man.

15089. CHAIRMAN.—There is no tenant-right on that

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Mr. Francis
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estate?—There is tenant-right on that estate; but, in making the arrangements for a lease, he made a bargain that there was only five acres to be broken on the place, which was nonsense—but no matter—and he then put down I was to have no benefit of tenant-right. We are standing in that position yet with that farm.

15090. Is that in the county Donegal?—No; Fermanagh, Mulliyare, beside Belcool.

15091. Mr. SHAW.—You considered £110 to be a fair rent?—It is more than a fair rent. I hold a place called Drumscoe, near Enniskillen, at £92 a year, from Mr. Johnson; it is about forty-two acres; I was giving £100 a year for it. It was sold, about three years ago, in the Landed Estates Court, and the man that bought it, the first intimation I had from him was that he had been over the land, and he was informed it was worth so much more money, and I must in future pay £150. This was a Mr. Irwin, of Derrygore, who had purchased it. The consequence was I gave it up to him.

15092. And got no compensation?—I did make an effort to get £75. I was afraid I would be put into the box, and I could not swear it was worth the first rent.

15093. Had you laid out money on the place?—Oh, yes, improved it greatly; grazing, and hay, and all that sort of thing; had it for twenty years in my own hands.

15094. You did not live on it?—No, I had a herd on it. There is a good deal of property, besides myself, in Donegal, I would like to give you a knowledge of.

15095. CHAIRMAN.—You say, after the purchase of part of Mr. Connolly's, the rent was settled by arbitration?—Yes; about ten years ago.

15096. Mr. SHAW.—Did each party appoint their own arbitrator?—I think so. There was always tenant-right on that estate, and every man could sell as he liked; but when he came to sell under the new landlord, Mr. Teevan, then came the rule that the bailiff came up, and said: "You will have to raise your rent."

15097. CHAIRMAN.—You are also an agent, and have the management of some properties?—I have; in the county Leitrim I manage property for Miss Crofton; it is a poor property, but they were always able to pay their rent, and I believe the great cause of that is we always allowed free sale.

15098. Without limit of prices?—Without limit of prices.

15099. Or increase of rent afterwards?—Yes.

15100. They felt an interest in it?—Yes. And the people stuck to the farms, and it was a benefit to the landlady, for she never had to lose any money, and, until this Land League business commenced, they never refused to pay the rent. I gave twenty-five per cent. last year of a reduction, and I got as much as the poor people could pay; and this year I gave twenty-five per cent.; but they said the Land League was out the night before, and they were not to pay. I left them, and I received a man's rent this morning by Post-office order.

15101. You think there is reason for the dissatisfaction?—Every reason, it is an infamous state of things; a poor man will lay out his all on a holding, his neighbour fancies it, and goes to the bailiff and gives him something, and between them they put out the poor man. If there was a proper Land Bill passed it would disendow nobody but the bailiff, the tenant, and the landlord, and the country, would be better off.

15102. You think the rent question is really the main point?—The rent question is really the main point, and to make it certain a tenant cannot be turned out at the will or beck of any person.

15103. Mr. SHAW.—Nor his rent raised capriciously?—Yes. They ruin the country in this way. The improving-tenant that lays out his money, that is, the man whose rent is raised, and that decent tenant is hunted out of the country, and the scheming

speculator who would pretend he was poor that man is never raised. The last Land Bill was no use, if a poor man and his landlord fell out he could bring the tenant from one court to another, until the poor man had to succumb he was ruined. The proper course would be, that the tenant, if he was aggrieved, should call for an arbitration, and the landlord should appoint one man, and the tenant appoint another, and then if they cannot agree there should be a Government valuator sent down who would be an umpire between them.

15104. A skilled man?—A free man; and there ought to be one of them in every county, and that man should only be left one year in one county lest he should get in with the gentry and be too much friends of theirs, and another thing that ought to be done if they both did not agree, there ought to be one appeal to the Barrister or Chairman, and if that rent was once settled it should not rise or fall, except by the price of produce, like the College lands. That would be, I think, of great benefit to the country, and as for no tenant-right being after a lease. I believe after a lease a tenant is more injured by being thrown out, after all his improvements for thirty or forty years, than if he had had it for only a short time.

15105. A short-sighted policy to refuse tenant-right?—It is a most infernally bad system. In the north of Ireland the landlords are getting some rent, but in the west it would be what happened with me, the Land League business. I believe the good landlord should call upon the bad landlord to make a law to protect him the way he should not have any power to go about the country robbing him. It injures the whole community, and my impression is, that unless there is a bill made for that purpose it will be very bad. Mr. Connolly's estate was a very good estate; they got leave to sell always on it, the Marquess of Ely's estate near me was a good estate, and up to twenty-five years ago they used to get leave to sell, but latterly Mr. Maude the agent has taken a new way, he buys himself from them or makes a price, in other words they have not free sale since he came in, that is one of the rules I object to.

15106. He gets the price again from somebody that comes in?—Yes.

15107. But he makes the price?—Yes.

15108. The buyer and seller don't come together?—They may, but he gets the price. In making this Land Bill there ought to be a stringent clause against subdividing. If the whole community have liberty to cut it up in strips they would not be able to live on it, they would ruin the landlord and themselves.

15109. You would prevent subdivision?—Unreasonable subdivision, except with the written consent of the landlord, a written stamped agreement. Another thing that I think would be of great use in the country would be something about this abuse of the Grand Jury laws. Now, landlords have the power of appointing the cesspayers, and the landlords have friends magistrates, and the magistrates and the cesspayers are there together, and in some instances if the landlord wanted a job he had friends there to go with him, and he had always two or three friendly cesspayers, the upshot of the matter is it is supposed to be a fair tribunal. The landlord first makes the tenants pay for the road, and then if it was through a bog of no use to anyone but himself he would set the bog, which was not the case in my young days.

15110. Is that common making the tenants pay for bogs?—Very common. In fact on the Marquess of Ely's there never was any letting of bogs until Mr. Maude came in.

15111. CHAIRMAN.—When did he come there?—About twenty years ago, it lets as high as £4.

15112. Mr. SHAW.—To the tenants?—No, but to other people; and he moves the tenants about.

15113. Puts a tax on their time and industry?—Yes. If there was a law to prevent this people would be more content, and they would be better off, and the landlords would be better off.

Oct. 16, 1880.

Mr. Francis
Faucett.

15114. And this discontent is spreading through the country even to good landlords?—Yes, and no good landlord feels himself safe now from this nonsensical Land League business. At Manorhamilton, last week, a most ridiculous thing occurred; they were prosecuting men for chasing a man off his farm, and the police could not get cars, the people refused them cars.

15115. The Land League does not profess to say “pay no rent,” but only “pay no unjust rent,” but of course the general impression is the other?—There is another impression that the Government said the very same thing, that they told the tenants to pay no rent, so that really it is necessary to have something done.

15116. To settle this question finally?—To settle it finally, and have no tinkering at it at all. And if you find any estate where there is a good landlord and good tenant-right you will see the tenants more comfortable, that the rents are paid, and they get a good price for going away, and you hear no complaints. The Earl of Morley has an estate in Cavan, and on that estate you would get the fee-simple for the land.

15117. CHAIRMAN.—Has that been sold?—No. For the tenant-right of it you would get the value of the fee-simple of the land, and that estate really, if it belonged to a gentleman that never had given fair play to the tenantry, or had not a good agent, would be a common mountain, and the people would be begging on it.

15118. Mr. SHAW.—And that has been all created by giving the tenants fair play?—Yes, and another thing I think that ought to be avoided, preventing grazing lands having the same privileges as the other. In grazing lands a great deal of them have been bought, and it is not fair to rob these men of what they purchased. One of the tricks the landlord is playing is, a man may have ten acres of land, and thirty acres round it of mountain land, and they would say it was all grazing land to debar compensation.

15119. CHAIRMAN.—I was just going to ask you the view that the tenants have that this Government valuation is a fair criterion of rent?—It is not the fair value. I have a case in the townland called Coolarkin on the Earl of Erne's estate. I was away from home, and they valued the farm at £70 or £75 a year. I appealed, and was able to prove that though they valued it, there was a road at the bottom of it and one meadow below the road, and they never went off the road. There was about 200 acres of mountain, and fifty acres of this soapy land. I went in to appeal, and they asked me what would I do, would I leave it to themselves. I said, “no.” They went out, and they never went off the road again that time, and offered me £10 reduction, but I would not have it. I went on with my appeal, and had my witnesses in the place. On the night before, I was in the White Hart Hotel stopping, and these two valuers, and two other gentlemen I did not know were there. I said it was a very unreasonable thing to value my land without seeing it, and we were near having a row about it. Next day they asked Mr. Maude to come to me and settle the thing at £45 a year, without going before the barrister. I did accept it, and my valuation is put down at £45 a year by the Earl of Erne, and it is dear enough. When I was walking down the street, a gentleman came up to me and said, “If you had proved what you stated last night, I would have dismissed those two men on my own responsibility;” it turned out he was the solicitor for the survey, Mr. Bolton. Where the good part is beside the road it is over-valued, and where it is up in the mountain it is not valued high enough. There is a medium class of land, soapy bad land, that would never be worth to the tenant more than 10s. or 12s. an acre, and this they value more than the rocky land everywhere invariably. I have land that I pay double the valuation for, and I have land I don't pay half the valuation for, and both are set to me since the valuation was taken out by men who knew it, so that shows it is not a basis at all. Another thing if there is going to be a

Government valuation again you might put this thing in as a stave, that every tenant when his land is going to be valued should have notice served on him to meet the valuator, and he would have to walk over it. I had a tenant of mine who kicked up a great row. I thought his valuation was not too high, and I went up there with a valuator, Mr. Gaffney, who was a real judge of land. When he came the man was making a great row about two fields. “Why,” said Mr. Gaffney, “You have no right to complain, that is valued against Mr. Faucett.”

15120. You were going to say something about a peasant proprietary?—The best thing that would happen to the landlords would be for the Government to take up land and sell it to the tenantry, and the tenantry would be very much worse off. They would never be able to meet the Government in the way they wrangled with the landlords. I think if they had a fair valued rent, it would be better for them than a peasant proprietary.

15121. Then, as to the purchase of holdings by the tenants under the Board of Works, have you had any experience of that?—Very little. They have some of them purchased, but I believe they were worse off than before. But I cannot speak certainly.

15122. Then do you here, where you allude to advances by the Board of Works, mean advances for the purpose of improvement?—No; for the purpose of purchase.

15123. You said you found it complicated?—Yes; I tried it in the case of that farm of £50 a-year, but I found so many clauses in it I abandoned it.

15124. What were the complicated clauses?—I cannot exactly state it now, but if I had the papers I have at home I could read them out to you. That is about four years ago.

15125. You think, at all events, it would deter tenants from trying to purchase?—I think, as a rule, most of them would not be under the circumstances. They would have to give so much ready money. You have a very good trial under the Church Act, and I believe they are much worse off than they were before.

15126. It ought to be carefully done?—Yes; carefully and gradually.

15127. CHAIRMAN.—Do you know of any waste lands that would be capable of being taken up for reclamation?—Yes; a great deal.

15128. Mountain land or bogs?—Bogs are better, except at a certain altitude. If you get mountain lands they will not produce crops in wet seasons, but if you get into a small bog—if you get into a big bog it is no use—you must first gravel it, then drain it, and then break it up. The only way these bogs would be valuable would be if there was a piece of bog given to the tenant along with his holdings.

15129. Mr. SHAW.—And he reclaimed it?—Yes; and it would cost nothing; but, as to getting into a big district of bog, I think it is impossible.

15130. CHAIRMAN.—Then you don't think it would be possible to remove the tenants to a place, and give them small portions to reclaim?—Well, they have not capital, and would not go the right way about it. The only way is to attach bits to their holdings, and they would reclaim them. And it is most unfair on Lord Oranmore and Browne's estate, where the tenants made all the improvements. I never got a farthing from a landlord in my life, and I paid thousands of pounds, and the whole look-out with the landlords is how they can raise the rent—at least the bad ones. It was quite clear to anyone who had anything to do with land that when the Landed Estates Court was formed, and the old gentry was sold out, there should be leases given to prevent the others from robbing. A fellow borrowed the money and looked at a townland, and said that man has a good house, or a good field, I will raise him, regardless of the fact that it is owing to the man's own industry.

The witness withdrew.

Mr. GEORGE MOORE, Ballintra, examined.

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Mr. George Moore.

15131. CHAIRMAN.—You hold land under Colonel Knox?—I do.

15132. How many acres?—I cannot form an opinion about the number of acres. It is a very rough place adjoining a mountain.

15133. Do you know the amount of tillage land?—There might be on the farm twenty acres.

15134. And there is a large extent of mountain?—Yes; there is.

15135. What rent do you pay for it?—The place I live I pay £53 for, and I hold another farm at a distance that I pay £24 a year for.

15136. Making £77. Have you any reason to believe that there is a rise to be made?—I have, sir. It is twelve years on the 19th of last month since my father died. I was his eldest child, and came in to manage the place after him. And the very first time I saw the agent, Mr. Colquhoun, I told him that the farm I lived on was not worth the rent as it was then, but that it was reclaimable, and that if there was some money laid out on it it would pay better, and I asked him to get me £200 or £300 to improve it. It so happened the draining of this land would be very expensive. There was a great flat of fine land and a hill and another flat, but the outlet of the water was through a rock, and it was very expensive to drain it. I told this to Mr. Colquhoun, and got him to come to the place, and after seeing it he agreed with me it would be of great importance to have it drained. He refused to get money for me from Mr. Knox, but he encouraged me, and told me I was not so poor, that I was a young man, and he wound up by saying—if you improve the improvements are your own. I said it was natural to think that, but if I had not the money I could not. He refused me a penny. For the next five years I spent many a hard sore day trying to improve that land, and had to cut eight feet through the solid rock, which I can show to any living witness, to get the water through the rock, and I stood there when it was freezing hard with the water about me, and I wrought for five years. I went to the agent to speak about another subject, and I had not spoken half-a-dozen words when he said, “I don’t want to talk to you about that, but there is another subject—you have your land too cheap,” and he sent his valuator, and valued me £19 17s. a year additional rent. I considered it a very great grievance—something that human nature could not bear. I know if I am a fair sample of human nature I cannot think to bear it. I am a married man, and though you may think I look young, gentleman, I have seven children and a wife. I think I have a natural affection for them, and, sooner than I would submit to it, I would take my departure for America, and make a home somewhere else.

15137. Mr. SHAW.—How long is this increase on

you?—Two years. Fortunately for the tenantry, if I may say so, there came bad years, and he has not thought of enforcing it.

15138. Were all the tenants raised at the same time?—Yes; but not to the same extent; some of them had not been improving.

15139. CHAIRMAN.—Had there been a valuation on the whole property?—Yes.

15140. Mr. SHAW.—And your improvements were valued against yourself?—Yes; I am in a position to prove they were, and even on other estates. I know cases of very great grievances. I know landlords who will not acknowledge tenant-right at all. I know a man who holds a large farm and has a brother-in-law living in Australia, and he wrote to him encouraging him to go out, and he was determined to go, and went to his landlord and asked him to allow him to sell, and he would not get one shilling for it though he had made great improvements.

15141. CHAIRMAN.—Had there been tenant-right on that property?—I am not aware.

15142. Have you had any notice that the rent was going to be increased again?—No, sir, no notice. But we have had intimation that it was on account of the bad years it was not pressed, but that it will be raised, and that eventually it will be paid. I know other cases where there have been farms sold under other gentlemen, and half the tenant-right was destroyed by the landlord sending his bailiff there, stating that the rent would be increased.

15143. Mr. SHAW.—You consider your rent a great deal too high for the farm?—Yes. I would consider the present rent a fair rent in its present improved state; but my father and I expended, at least, £500 on it; and, I think, in other ways that I have suffered at the hands of my landlord, perhaps it is no harm for me to mention it. Last year was a very bad year for farmers and this agent. Colonel Knox’s agent always comes for the May rent in November, and he was in the habit of coming back in January for the November rent, and we always paid him. A great many of the tenantry, I among the rest, told him that if he came at the usual time we would not be in a position to pay him. He asked when would it be convenient. I said about June when cattle would be the highest price. He led me to believe that would be time enough; he never sent a notice or his bailiff, or a line, and about the 3rd of May he sent me three ejectment processes, and put me to expenses.

15144. Did he do the same with the other tenants?—He did with about 20.

15145. Is he an attorney?—He is an attorney himself. I am not quite sure about that, he has a brother an attorney.

The witness withdrew.

Mr. JOHN MULLAN, Tullyearle, tenant on the estate of Charles Johnson’s representatives

Mr. John Mullan.

Pays £11 6s. 8d.; valuation, £9; acreage, 9.

15146. Mr. SHAW.—Was the rent raised at all on you?—It was, sir, raised £2.

15147. When?—About 5 years ago.

15148. And you are not able to live on it, I suppose, and pay the rent?—I would like if it was in my power to have it a great deal less. It is an impossibility for a man to be bringing forward a small family under such a rent.

15149. Is it near the town?—Two miles from the town.

15150. Is it rich land or poor land?—The land is pretty fair.

15151. Which side of the town?—As you go to Ballyshannon; two miles out.

15152. That looks good land?—There are no complaints as to the land.

15153. But it looks too high a rent to make a living off?—I think as good as the land is, if there was a valuation between the landlord and the tenant we would get a reduction. I am certain we would.

15154. Have you built houses and done the improvements?—Whatever was done on the farm, the landlord laid out nothing. They sent us to another gentleman’s estate to pay £1 a rood for turf.

15155. CHAIRMAN.—Have you turf allowed on your holding?—Not at all; we have to go and pay to Mr. John Hamilton £1 a rood for our bog.

15156. How far off?—Five miles as you go to Pettigo from this.

The Commissioners then adjourned.

Oct. 18, 1880.

TWENTY-FIRST DAY—MONDAY, 18TH OCTOBER, 1880.

The Commissioners sat, at 11 o'clock, in the Courthouse, Sligo.

Present:—The Right Hon. the EARL of BESSBOROUGH, Chairman; The O'CONOR DON, and WILLIAM SHAW, Esq., M.P.

Mr. Robert W. Bourne.

Mr. ROBERT W. BOURNS examined.

15157. CHAIRMAN.—You live at Hatley, Carrick-on-Shannon?—Yes.

15158. Are you a farmer?—Yes, I am.

15159. Any other business?—Well, I am a small land agent and other things, but I principally earn my living as a tenant farmer.

15160. How many acres do you hold?—I hold about 500 Irish now, I gave up 100 acres of land lately.

15161. The name of the landlord?—Mrs. White of Carrick-on-Shannon and Mrs. Lloyd of Lissanone, Mr. Garnett is her agent.

15162. Is there anything in connexion with your holding under them, you wish to bring under our notice?—Well, no; I am an agent myself upon a small estate in the neighbourhood of Carrick-on-Shannon, about five or six hundred acres, but I don't think it is necessary to state anything about that.

15163. It is more a general observation on the state of things in the country?—It is.

15164. Well, have you noticed anything within the last few years of a deterioration in the land, and consequent on that in the circumstances of the tenantry?—Yes, I have.

15165. What do you think that arises from?—I think the wet seasons previous to 1879, for four or five years and I think American competition has affected the price of crops, but I think there has been a natural deterioration of the land in the five years previous to 1879, from the wet seasons. I know rich grass lands covered with rushes, the leases bristling with clauses against breaking up. It is a very common and proper thing in Roscommon to prevent tenants breaking their lands, rich pasture lands, but fields have gone into rushes beyond any doubt.

15166. That arises from want of drainage?—Yes, but these are lands you would not be allowed to break, and there is no use draining unless you follow it up by tilling.

15167. Mr. SHAW.—Would he not allow you to break it under the circumstances of the rushes?—I never asked him, unfortunately, the lands are let on lease at a high rent, and the proprietor cannot afford to do anything.

15168. CHAIRMAN.—You think these are the general causes of the deterioration of the land, the wet seasons and the want of drainage?—Certainly.

15169. Is drainage discouraged by the feeling that tenants would not be allowed to break up, and therefore not get the full advantage of the drainage?—That is not exactly the way I would like to put it, my lord. I think it would be a most important thing—in fact I wonder greatly it was not done in the last session of Parliament, when they were so anxious to give employment; but I have not seen it mentioned by anybody yet and I cannot understand why it should not be—that is that the tenant should have the same power to borrow as the landlords under the Board of Works. I think that is a most important question.

15170. Mr. SHAW.—But if he is prevented from draining, what would be the use of borrowing?—I say he should both borrow and drain.

15171. And that those clauses ought not to be operative?—Certainly.

15172. There ought to be some one to judge whether he has a right to expend the money on the land?—The Board of Works can judge. If an estate is mortgaged to the masthead the Board of Works

allow money to be borrowed without consulting the mortgagee, and I don't see why the same should not be done with the tenant. Indeed, there ought to be a great deal of the red tape done away with in the borrowing.

15173. CHAIRMAN.—I think from what you say in this letter that you would agree with the general opinion expressed to us, that fix the value of land, and you solve the question?—That is it. But, I think it only right to say, since I wrote that letter there has been a very great change, far beyond all doubt what would be a settlement of the question three months ago would not be a settlement now. I am not speaking of myself, but the general feeling abroad. In any bill to settle the land question now there must be some move made as to peasant proprietary.

15174. Mr. SHAW.—But that may be part of the general plan?—Certainly.

15175. You would not make it a whole scheme in itself?—I will tell you the truth of that scheme, personally speaking. It is more to meet the excited state of the country than that it would be any practical good, for I am not at all a believer in the Bright clauses, like others.

15176. Don't you think the people are sensible enough if a good bill is put before them to see it is for their benefit?—Well, God grant they may.

15177. But the present excitement may pass away?—Yes, it may.

15178. CHAIRMAN.—What is your opinion of the Irish landlords as a class?—Good, my lord.

15179. With exceptions?—There are some exceptions.

15180. And in what class of landlords are these exceptions?—Principally the men who purchase.

15181. They purchase for speculation to get a good return for their money, I suppose?—Unfortunately I have known men who were good landlords before, and when they purchased land they became bad. I don't wish to mention names. In the County Roscommon I went over an estate that I mentioned there to you in the letter. I went over an estate many years ago for Mr. Guinness, afterwards Sir Benjamin Lee Guinness, that Mr. O'Beirne had, and I found the lands all let well for the value, and some of them under it. The owner sold those lands; some of them were bought by small landed proprietors, and they exterminated the tenants completely. He went then and purchased a large estate in the county Leitrim, and, I believe, it was £1,700 a year, and I was told to put £1,400 a year on it additional.

15182. Mr. SHAW.—It was the late Mr. Guinness?—No, but I say I went over them for him. Mr. O'Beirne purchased the property of Lord Bessborough in Leitrim. The rent was £1,700, and it is now £3,100. He bought it when people were land mad. Land never brought so high a value since 1870 as before it.

15183. The O'CONOR DON.—Land with tenants on it?—Yes.

15184. Grazing farms have brought more?—Yes.

15185. About this question of rent, how would you have the rent arrived at so as to be satisfactory to the tenantry?—I think, my lord, that if the tenant objected to his rent he ought to serve a notice on his landlord to say he would bring him into a Court of Arbitration to have it fixed, and, I think, the shorter and simpler would be the better for all parties, and, I think, if the tenant had power to name one practical valuator, and the landlord another, and then some of the chairmen of the counties would be quite capable

of acting as umpires—I don't know would they be in every instance, but some would be quite capable of judging—but let him be either the judge, or a man be appointed who would hold his courts of arbitration in the county so many times a year, as often as necessary.

15186. Mr. SHAW.—He would act as umpire?—As umpire between the two parties taking all the circumstances of the case into consideration.

15187. And hear evidence and see the land if necessary?—I would limit it if possible to the two, and I would give him the power of having an expert or going out himself if necessary, but I think a shrewd sensible man would be able to form an idea of what it was, from hearing both parties, but I would limit it as far as possible, and keep out the lawyers and solicitors.

15188. CHAIRMAN.—What is your opinion of the working of the tenant-right custom generally, does it exist in the parts of the country you are most acquainted with?—There is very little tenant-right in the part of the country I am acquainted with.

15189. Would you think it could be introduced with advantage in these parts of the country where it has not hitherto existed?—Certainly it has been successful in the north, and I don't see why it should not be successful in the west.

15190. You would give the power of free sale and the fixing of rents by arbitration?—I suppose it would nearly end in that. I would fix rents by arbitration, but I think a landlord should have some power over his estate, I would be sorry to see him a mere rent-charger, I don't think that it would be for the benefit of the tenantry.

15191. You would give him the option of selecting his own tenant?—I would, or give him the option of paying the tenant what he would get, and taking up the land himself.

15192. You would give the tenant continuous occupation on paying his rent?—I think so, except he did something very wrong with the holding, and I think the landlords would be very well satisfied now to be sure of getting their rents.

15193. You say in the part of the country you know the tenants are looking out for more than they would have accepted three or six months ago, do you think that arises from crops being bad this year in your part of the country?—The potato crop in the Union I am in connexion with, Carrick-on-Shannon is rather a failure, but I don't consider that is the reason.

15194. The O'CONOR DON.—You consider it more due to the agitation that is going on?—Certainly.

15195. CHAIRMAN.—I thought that might be the cause, from your mentioning here that the potato crop is bad in the district, and it might not be general throughout the country?—I say it is a fact that the potato crop is bad, but I don't think that is the reason.

15196. The O'CONOR DON.—The other crops are good?—Very good, the last year did not affect the tenants so much as people supposed, it was the previous years.

15197. Mr. SHAW.—This was, or is a really good year?—Yes, but 1879 was a ruinous year, grass land was worth nothing.

15198. The O'CONOR DON.—There is a good price for stock this year?—Very.

15199. And butter and everything connected with the land?—Everything connected with the land is bringing remunerative prices. There has been fine weather for saving the harvest, but after the four or five ruinous years we have had people are only slowly recovering.

15200. CHAIRMAN.—Taking your own case of the grass farm, how do you find, it has stood with you for the last four or five years?—I partly saved myself, I don't think I did save myself for three years previous to 1879, and I lost considerably in 1879. I don't allude to what I was in the habit of making, but I allude to the actual rents, tithes and taxes paid.

15201. You just now spoke of peasant proprietary, have there been any purchases?—Well there were two or three or four that occurred some years ago, and I cannot say that they are good specimens of their class, I think they are just about as poor as any in their locality now.

15202. Were the purchases made before the Land Act?—Yes, long before.

15203. The O'CONOR DON.—Of what sized farms?—There is one of them very close to me of forty-two acres of good land.

15204. He purchased it in the Landed Estates Court?—He did.

15205. He has it all in his own occupation?—Yes, he ejected one tenant that had about six acres, and has it now in his own occupation, he is now in the Bankruptcy Court.

15206. CHAIRMAN.—He had to provide all the purchase-money?—His father had.

15207. The O'CONOR DON.—Do you think he had to borrow any?—I think not one shilling. What I am afraid of in peasant proprietary is, I think men would starve themselves to get hold of land, and leave themselves very short capital for the working in the future. I think the specimens we have now are true specimens of the country, because these men with great industry and zeal amassed a little money, and what I am most afraid of afterwards is subdivision. From what I know of the country, I know if a man has ten children and forty acres, he will give each of them four acres, and I am afraid they would afterwards divide it in ten parts again.

15208. Have you seen that with these men who purchased?—It was entailed, his father wisely entailed it.

15209. Mr. SHAW.—Don't you think other fathers would have sense enough to do the same with small lots?—If you go to consult any man who has the management of a large estate, you will find the great difficulty is to prevent them from subdividing, even the most industrious.

15210. Is that increasing or decreasing do you think?—Well, in the small holdings when they have successful years, they are more in the habit of getting their sons and daughters married, that is the time that subdivision occurs most.

15211. Don't they go to America and hang about the world more, they have railways at their own doors?—There has been enormous emigration since I commenced to farm, but I doubt whether it extends to that class, I allude to another class.

15212. Don't you think a young man and young woman instead of settling down on a couple of acres, would rather go to a new country and be independent?—I would hope so.

15212A. The O'CONOR DON.—This emigration in your neighbourhood, has it been emigration of whole families or only emigration of individuals?—Both.

15213. There has been a considerable number of families there leaving?—A few. I have known small land-holders go away too. There is considerable emigration indeed.

15214. CHAIRMAN.—Were they the result of eviction or voluntary emigration?—Voluntary. There have been very few evictions, there have been some, but they have got back into the land again.

15215. Put back as caretakers?—Put back in any case. Faith, some of them have been put back by the public.

15216. The O'CONOR DON.—Took forcible possession?—Took forcible possession.

15217. CHAIRMAN.—Without redemption?—Gone back without any redemption.

15218. The O'CONOR DON.—Do you know cases where they have been actually put out—finally out of the land—during last year?—Oh, I do. I heard of one who was out of land for eight months, and went back yesterday or the day before.

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15219. CHAIRMAN.—Is there any reclaimable waste land in your country?—A good deal.

15220. Is anything done towards reclaiming it, or has anything been done within the last few years?—In nine cases out of every ten since the passing of the Land Act of 1870, landlords have refused point blank to allow their lands to be reclaimed.

15221. Mr. SHAW.—To be reclaimed?—To be reclaimed.

15222. CHAIRMAN.—Do you think there are any large tracts that might be got by any means for the purpose of large reclamation?—The very thing I pointed out when I commenced would be the way to reclaim that land. I don't see why the landlord would not have it himself.

15223. Drain it?—And you can borrow the money.

15224. Mr. SHAW.—And allow the tenants to borrow money?—Certainly.

15225. But if the landlords prevent them, what are you to do?—I say if a tenant has 20 acres of ground, and 5 acres of that red moor, let him go to the Board of Works and borrow money to improve it.

15226. CHAIRMAN.—But are all these waste lands in tenants' holdings at present?—Principally. There is a large quantity of waste land beyond me that the tenants do not go on, beyond feeding on it.

15227. The O'CONOR DON.—But even in that case, is it not in the occupation of the tenants in the way of grazing on it?—I don't think it is, it is not worth grazing on, but I know the agent is completely against it; I believe he does not allow them.

15228. CHAIRMAN.—Is that turf bog or mountain?—Turf bog.

15229. Is it cut-away turf?—Some of it, my lord, but there are large quantities of it not cut away.

15230. The O'CONOR DON.—But when you say, you know the agent won't allow them to reclaim, do you extend that to the land that is decidedly in the tenants' occupation, or only to this land that tenants may be laying claim to, and that the landlord may also claim as being his own?—I think the way it arose is this, the greater number hold the land—I cannot speak from personal experience—but I have always heard that they hold land at a very moderate rent, leased land, under or at about Government valuation, which, of course, is a moderate rent, if you take into consideration there is a large quantity of moors attached to these holdings. According as they were cutting away the turf bank they were extending the moor outside, and I believe the landlord prevented them altogether from reclaiming.

15231. The landlord claimed that that waste land was not in their occupation?—I don't think he prevented them grazing on it, but I think he objected to their breaking this land, because, of course, if there was anything like disturbance, there would be a large claim for reclamation. And that is the reason I say how much better it would be for both if the tenant was allowed to reclaim at once, if it cost £10 or £20 or £50 to reclaim it, let there be as much borrowed as would actually reclaim it, and let the tenant, while he is in possession, pay the interest on the money borrowed.

15232. Do you think the tenants would always lay it out in reclamation?—I would make him lay out every shilling under the Board of Works.

15233. Do you think all the money the landlord borrows is well laid out?—It would be very much better laid out by the tenant, for he would have both the landlord and the Board of Works to look after him.

15234. Do you think the Board of Works are capable of looking after all the outlay on these drainage and improvement loans?—I cannot say that. You cannot expect me to have a very high opinion of the Board of Works, considering I live on the banks of the Shannon.

15235. Mr. SHAW.—You suffer from it?—Yes, sir, forty acres of ground lost.

15236. Have they not been laying out money

on the Shannon this year?—They have been promising it.

15237. And did nothing?—I can see nothing.

15238. The O'CONOR DON.—Is the country in your district very disturbed at present?—They have it all their own way, sir.

15239. They are not paying rents very punctually?—They are paying no rent beyond the Government valuation.

15240. Mr. SHAW.—Is the Government valuation higher than their rents, or lower, generally speaking?—Considerably lower.

15241. In Roscommon?—In Roscommon and Leitrim. I live in Leitrim, and I had a farm myself near Boyle, from a middleman, under Colonel King-Harman; it was £1 6s. an acre, and I paid £2 13s. an acre for twenty years, and he would not give me 8s. an acre abatement. I had to throw it to him.

15242. A grass farm?—A grass farm.

15243. The O'CONOR DON.—Do you know any farms in your neighbourhood that nobody is in occupation of and nobody would be allowed to occupy?—I don't know of any; there are some.

15244. Are there any on that estate of Mr. O'Beirne's?—I don't know; but there is a gentleman who has considerable difficulty with his tenantry in my neighbourhood.

15245. Do you think that a great number of the occupiers would be able to provide a portion of the purchase money, if their holdings were to be sold to them, the State advancing a certain portion, would they be able to provide one-fourth?—I think, if they did, it would injure the future working of the land; that is not the way I would suggest for the purpose.

15246. What way would you suggest for carrying out the purchase scheme?—Let a tenant of £20, or £50, or £60 a year rent pay an increase that would create a sinking fund for thirty-five years.

15247. That the Government should advance the whole of the money?—I would not ask the Government to advance anything.

15248. Who would advance it?—Let the owner take the repayment; he is nothing the worse off. If a farm of land is worth £100 a year fixed by arbitration, instead of the rent between landlord and tenant being £130 a year, let the £30 a year be funded. If it was entailed property, at the end of thirty years the actual value would be there to go to the benefit of the entail. But I would put a clause in it that, if at any time the tenant failed to pay his rent, the landlord should turn about and take the surplus, which would actually guarantee the rent, after three or four years, at all events. I am bound to say I have not a very great belief in that myself to work for the future good of the country; but I believe there must be something like it done now. I think, if there could be a little legislation for the sentiments and the feelings of the people, as well as for justice and law, it would be a step in the right direction.

15249. Mr. SHAW.—Do you think that would be wise?—I do; I think it has been the bane of Ireland.

15250. That the feelings of the people were not consulted?—I think the feelings of the people should be consulted in a great many cases.

15251. The O'CONOR DON.—And you believe the feelings of the people are in favour of this peasant proprietary, in some shape or form?—You take an ordinary freize-coated man—a specimen of the tenantry—and he hears a great gun in England or Scotland has announced that Irish land must be free.

15252. Mr. SHAW.—He would know what a free tenure is?—Yes; he takes ideas from the word "free."

15253. The O'CONOR DON.—He understands by "free" that he has not to pay anything for it?—Well, if you come to think of it, is it not the broadest view to take of it.

15254. Mr. SHAW.—It is the natural thing that would suggest itself to the ignorant?—It would.

The witness withdrew.

Rev. ANDREW QUINN, P.P., Riverstown; ANDREW M'GOLDRICK, HUGH FOWLEY, and MICHAEL CONNINGTON,

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Rev. ANDREW QUINN and Mr. CONNINGTON examined.

Rev. Andrew Quinn, P.P., Messrs. Andrew M'Goldrick, Hugh Fowley and Michael Connington.

15255. The O'CONOR DON.—You are the parish priest at Ballinafad?—Riverstown.

15256. And you bring these gentlemen with you?—Yes, tenant-farmers.

15257. Representing a number of others besides themselves?—Yes.

15258. Would you state shortly what is the chief complaint they have to make as to their present con-

dition?—I requested yesterday that the people who had any complaint to make would come and give me a statement of the circumstances connected with the valuation and rent particularly, and we have it embodied in this paper. I brought these three men to represent the whole; the principal thing is that the valuation is so much under the rent, and that they are not able to pay the rents. (Hands in return):—

Townland.	Landlord.	Tenant.	Acres.	Rent.	Valuation.
			A. R. P.	£ s. d.	£ s. d.
Aghoo, . . .	William Middleton,	Andrew M'Goldrick, .	{ 6 0 0 Arable.	{ 17 0 0	{ 8 10 0
Do.	Do.	James M'Donogh, .	{ 4 0 0 Mountain.	{ 28 0 0	{ 14 10 0
Do.	Do.	Michael M'Dermott, .	{ 12 0 0 Arable.	{ 18 0 0	{ 12 10 0
Do.	Do.	John M'Goldrick, .	{ 8 0 0 Mountain.	{ 3 0 0	{ 1 0 0
Culmore, . . .	Captain W. Martin,	Do., ...	35 0 0	35 0 0	24 0 0
Do.	Do.	Terence Sheridan, .	24 0 0	24 0 0	18 0 0
Do.	Do.	Pat Noone, ...	12 0 0	12 0 0	8 0 0
Carrowkeel, .	A. Powell (1)* . .	John Brennan, . . .	22 2 0	32 0 0	18 10 0
Do.	Do. (2)	James Clarkin, . . .	18 0 0	31 0 0	21 18 0
Do.	Do. (3)	Hugh Fowley, ...	20 0 0	51 10 0	27 0 0
Do.	Do. (4)	Catherine Flynn, . .	8 0 0	14 0 0	8 10 0
Ballysumahan, .	W. J. Griffith, . . .	James Flanagan, . . .	21 2 0	33 18 6	22 5 0
Do.	Do.	Michael Boles, ...	10 2 0	17 6 3	10 13 0
Shrananagh, .	William Phibbs, . . .	Pat Meehan, ...	41 0 0	48 14 0	38 0 0
Do.	Do.	Widow Meehan, . . .	2 3 5	5 2 6	3 5 0
Cullenduff, . .	Colonel Cooper, . . .	Michael Taheny, . . .	1 3 20	4 0 0	1 15 0
Do.	Do.	Pat Calliary, ...	7 0 0	11 16 6	6 10 0
Castledargan, .	William Middleton, . .	Michael Taheny, . . .	3 1 0	10 0 0	2 0 0
Russ, ...	L. P. Duke, Esq., Dublin,	John Tighe, ...	12 0 0	16 5 0	12 0 0
Do.	Do.	Hugh Kelly, ...	8 0 0	12 5 0	8 5 0
Do.	Do.	James Conway, ...	22 0 0	29 10 0	18 10 0
Do.	Do.	Pat Heiver, ...	17 1 0	21 0 0	14 10 0
Do.	Do.	Michael Laing, ...	11 1 20	14 0 0	10 17 6
Do.	Do.	James Laing, ...	11 1 20	14 0 0	10 17 6
Do.	Do.	Michael Conway, . . .	12 0 10	18 10 0	12 14 0
Knockbreenagh, .	Mrs. C. Loughheed, Rockbrook.	Michael Cogan, ...	27 0 0	34 0 0	22 15 0
Do.	Do.	Dominick Breheny, . .	21 0 0	26 10 0	18 5 0
Do.	Do.	Pat Conlon, ...	14 0 0	19 0 0	12 0 0
Do.	Do.	Widow Walsh, ...	11 2 0	12 3 0	7 5 0
Do.	Do.	James Mullany, ...	12 0 0	14 0 0	9 10 0
Do.	Do.	Henry Dwyer, ...	19 0 0	20 10 0	14 0 0
Annaghcarty, .	Thomas H. Conboy, . .	Michael Corcoran, . .	11 0 0	12 0 0	7 5 0
Do.	Do.	Thomas Conlon, ...	9 0 0	10 10 0	6 10 0
Do.	Do.	Michael Conlon, ...	9 0 0	10 10 0	6 5 0
Do.	Do.	Pat M'Donogh, ...	18 0 0	21 0 0	13 10 0
Do.	Do.	Michael Conlon, ...	16 0 0	18 2 0	10 10 0
Do.	Do.	Widow Doyle, ...	5 1 20	6 10 0	3 5 0
Drumrain, . . .	John Irwin, ...	James Cryan, ...	—	12 4 6	9 5 0
Do.	Do.	Owen Nangle, ...	—	45 14 0	34 0 0
Do.	Do.	Thomas Flanagan, . . .	—	18 19 0	13 10 0
Doongelagh, . .	Rev. Wm. Robinson, &c.,	Bryan Kelly, ...	16 0 0	16 16 0	11 5 0
Do.	Do.	John Savage, ...	—	6 0 0	4 15 0
Carrowreagh, .	R. G. Brinkley, ...	James Byrne, ...	—	17 18 8	11 5 0
Do.	Do.	Patrick M'Cormick, . .	—	10 15 0	8 10 0
Do.	Do.	Michael Travers, ...	—	11 5 0	8 11 0
Do.	Do.	Pat Doyle, ...	—	30 12 0	21 15 0
Do.	Do.	Henry Keany, ...	—	17 11 0	13 15 0
Drumcallund, .	Henry M'Cloghry, . . .	Dominick Byrne, . . .	23 0 0	22 12 0	18 5 0
Do.	Do.	John Downes, ...	8 2 0	8 10 0	5 14 0
Do.	Do.	Thomas Cogan, ...	18 0 0	19 0 0	14 15 0
Do.	Do.	John Donohoe, ...	34 0 0	36 0 0	25 0 0
Do.	Do.	James Breheny, ...	8 0 0	9 0 0	6 0 0
Rathvilpatrick, .	Charles M'Guire, . . .	Pat Breheny, ...	{ 13 1 0	{ 17 0 0	{ 10 10 0
Ardeskin, . . .	B. O. Cogan, ...	James Brehen, ...	{ 4 2 0	{ 6 16 6	{ 4 5 0
Do.	Do.	Michael O'Connell, . .	{ 5 2 0	{ 10 0 0	{ 6 0 0
Do.	Do.	Pat Lonsney, ...	{ 5 2 0	{ 9 10 0	{ 6 15 0
Do.	Do.	Henry Dwyer, ...	{ 5 0 0	{ 8 0 0	{ 5 5 0
Do.	Do.	Martin Langan, ...	{ 30 0 0	{ 40 0 0	{ 26 5 0
Turnough, . . .	Rev. Mr. Sullivan, . .	Michael Connington, .			

* NOTE.—The rents of 1 and 2 were raised since 1870—3 was let since 1870.

15259. We will take Michael Connington, who is your landlord?—Connington.—The head landlord is Mr. Sullivan, I hold under a tenant of his, Mr. Whittaker.

15260. What is your rent?—The rent is £40.

15261. And the extent of the land?—About thirty acres.

15262. And the valuation?—£26.

15263. Do you know what was the rent the middle man pays for that?—I do.

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15264. How much?—He has forty-two acres, and he pays £31 10s. for it.

15265. Mr. SHAW.—Does he hold the rest in his own hands?—He does.

15266. He is a farmer?—No, he is a Methodist minister.

15267. Does he live in the neighbourhood?—No, he lives in the county Cork at present; his mother lives there.

15268. The O'CONOR DON.—His entire rent?—£31 10s.

15269. And he charges you £40 for a portion of the land?—For a portion of thirty acres, and when he was giving it to me he told me it was thirty-three acres, but I found it was about thirty.

15270. How long have you held this land from him?—Ten years.

15271. And was it set by proposal at that time?—No, indeed, sir. I seen it advertised in the papers, and I took it. I am an ex-head constable of Constabulary, and I was promised a large farm.

15272. Mr. SHAW.—And you have your pension?—Yes.

15273. Has he a lease himself, Mr. Whittaker?—I am not sure, and it is very bad land.

15274. The O'CONOR DON.—Did you pay any fine on going into it?—No, sir.

15275. Do you know anything about these other men?—About these men that are here I don't, but I know a good deal about the country.

15276. Do you know anything about the tenants of Mr. Bernard Cogan?—No.

15277. What townland can you speak of?—Cloonagh and Lavallagh; it is very few you would meet that knows the county Sligo better than I do, for I know landlords and tenants.

15278. The townland of Cloonagh, who is the landlord?—Mr. Gerin, sir.

15279. And the rent is considerably more than the valuation?—More than fifty per cent. over the valuation.

15280. Do you consider the valuation is a fair standard?—Well, I do, sir; I think, if anything, it is rather high, because it is composed of a hilly, very bad land.

15281. Do you know have these rents been raised lately?—There was a little rise some time ago, and I believe they had to go back again.

15282. They did not charge it?—In some cases they did; however, they gave a considerable reduction last year, twenty-five per cent.

Mr. ANDREW M'GOLDRICK examined.

15283. The O'CONOR DON.—You are a tenant of Mr. Middleton's?—I am. He was my landlord lately, but he was not the time my land was raised.

15284. He purchased in the Landed Estates Court?—He did.

15285. And your rent was raised before the sale?—Yes, your honour, they were raised in 1854 and 1859, £7 a year; now the rent is £17, and the valuation, £8 10s.

15286. Was this increase in the rent made by your former landlord?—Yes, sir, and their agent. They walked in both on my lands and raised the rents.

15287. Who was the previous landlord?—John Ormsby, and the agent was Darby Kelly.

15288. And the land was raised just before the sale?—Long before, in 1854.

15289. Were all those other tenants raised at the same time?—The same year, and the one day.

15290. James M'Donogh, rent, £28; valuation, £14; Michael M'Dermott, rent, £18; valuation, £12 10s.; John M'Goldrick, rent, £3; valuation, £1?—Yes, sir.

15291. Is that the only townland you are acquainted with?—No, I am acquainted with Culmore.

15292. Well, was the rent raised there?—It was, your honour, about twenty-four years ago, by another agent of the name of Smith, from the North; he was agent to Captain Martin, and that Captain Martin died, and it came to Captain Woods.

15293. John M'Goldrick, rent, £35; valuation, £24; Terence Sheridan, rent, £24; valuation, £18; Pat Noone, rent, £12; valuation, £8?—Yes, your honour.

15294. And these increases of rent were made about twenty-four years ago?—Yes, your honour.

15295. And have they been paying that rent ever since?—Yes.

15296. And they consider it too high?—Why not, your honour.

15297. I see Castledargan, William Middleton, is your district?—No, but he is my landlord. If the rent was not raised I know he would not raise it, for he is a good landlord, he never raised it. I think he is very good-hearted.

Mr. HUGH FOWLEY examined.

15298. The O'CONOR DON.—Do you live in the townland of Carrowkeel?—Yes sir.

15299. Your landlord is Mr. Abraham Powell?—Yes, sir.

15300. Has your rent been raised lately?—Not since we got it.

15301. It was raised before you purchased it?—We purchased it from his father-in-law, and he is dead. We purchased the land and paid him £237 fine, and he is charging us for twenty acres—it would not make half an acre over it. He is charging £51 10s. a year, and I would not be able to pay it. I might as well be sent to Spike Island, for I cannot stand it.

15302. You purchased the tenant's interest in the land?—It was a stock farm the landlord held himself in his own hands, and set it to my father. My father died and I became the tenant. My valuation is £27 and my rent £51 10s.

15303. CHAIRMAN.—You knew what the rent would be when you gave that money?—The times were better, and the tenants were much better off. I had an acre of potatoes and I offered half of them to a labouring man to dig them, and he would not they

were so bad. What would raise eight cows, five was all I could rear on it last year.

15304. You think the land has deteriorated?—The wet season has injured it. The year we came into it we kept eight milch cows, two heifers, and some sheep. Last year I only kept five milch cows and three young heifers, and I was not able to get them in until the 3rd day of June.

15305. How long ago is it since your father paid this fine for the land?—About the 6th of January, coming eight or nine years, but I have the residue of the fine paid.

15306. Do you know anything about John Brennan?—He is my neighbour in the same townland.

15307. Was his rent raised, or did he buy the farm?—He complained he was paying for land he hadn't on his farm for some years. I heard him complain; but I don't know how he made a settlement of that with the late landlord. We have not to complain of the late landlord, he was a kind man, but the land is too high.

15308. Who was the old landlord in this case?—Mr. Loughed, of Ballinakill.

15309. Has Mr. Powell raised the rent since he

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purchased?—No, sir. Rev. Mr. Quinn.—He got it by marriage.

15310. Are these rents of John Brennan and James Clarkin and Catherine Flynn the same rents as when Mr. Powell succeeded?—Yes, sir.

15311. John Brennan, rent £32, valuation £1810s.; James Clarkin, rent £31, valuation £2118s.; Catherine Flynn, rent £14, valuation £810s. Is that correct?—It is, sir.

15312. And you say there ought to be an abatement of these rents?—If we don't get abatements, we must quit the land.

15313. You would not say that if this land paid well for a certain number of years, that the rent ought to be permanently reduced to the amount that would be a fair rent for the present time?—The Government valuation would be as much as we can get through, and with great struggling and difficulty we would make that up now. The land has failed and got stiff and bad, and when we sow the oats of an acre we will not come within eighty stone of what that acre would give some years ago.

15314. You think the series of bad seasons has had a permanent bad effect on the land?—If it is not that has done it, we are not able to account for it, but we lay the blame on it. I have a pasture field that was supposed to raise five cows the summer season twelve or fourteen years ago. It would starve three now. It never was broken since, or cropped, or tilled, but left in fat land ever since.

15315. Mr. SHAW.—What is the reason of that?—The land has failed—the land has got stiff and heavy by bad seasons and wet weather.

15316. And not being broken up?—Breaking up would spoil it altogether.

15317. The O'CONOR DON.—Is there much rushes in this land?—Not much, but there is about an acre of coarse sour land, some of it limestone, and about twelve acres very heavy stiff land.

15318. CHAIRMAN.—Do you think the tillage land has gone off also?—Gone off; we have no crops.

15319. Do you think that is from your not having the same manure, not keeping the same amount of cattle, and having less manure to put to the land?—That is it, sir. We are not able to make the rents off it when it cannot raise the crops. There are five tenants on that townland. What grew on that townland of the potato crop would not support any of them to Christmas Day, and what are we to support ourselves on for nine months more? Connington.—Most of those people are on the relief list this year.

15320. Were the potatoes very bad this year?—Fowley.—They are very bad when I offered an acre of them to a boy, who has no land, that if he dug them I would give him half.

15321. Were they bad last year?—They were fully as bad last year as they are now.

15322. Have you had any change of seed?—I got about two stone of champion potatoes. They were middling, but a great deal damaged.

15323. Did you get that from the Union?—I did not. It was a present I got. Connington.—It was the Bishop of Elphin sent out a great deal. Fowley.—I would not get them—my valuation being £27.

15324. The O'CONOR DON.—And you did not buy any?—I was not able to buy them.

15325. CHAIRMAN.—What sort of land is this?—High land.

15326. On the side of a mountain?—On the north side altogether. There is twelve acres of it lost upon a great brae, and there is about eight acres a little fertile, with lots of sand-pits and rocks. It is about eight miles from the sea. Rev. Mr. Quinn.—It is not a mountain, either—it is a hill.

15327. The O'CONOR DON.—Would these landlords allow their tenants to sell their interests if they got anyone to buy it?—Fowley.—You would not get a man to buy an acre of land. We never challenged him for that.

15328. Have there been any sales of tenants' interests in your neighbourhood?—I did not see or hear of any sales.

15329. With regard to all these other names, I suppose you can speak that these figures are correct?—Rev. Mr. Quinn.—They are quite correct.

15330. Are you aware of your own knowledge whether these rents have been raised lately, or have been a long time at the figure at which they now stand?—Rev. Mr. Quinn.—I have been four years in that district, and I have not heard of any rise in that time except in my own case.

15331. So that these are simply quoted to show us the rents are over the valuation?—Rev. Mr. Quinn.—Yes.

15332. Not as a complaint that the rents have been lately raised?—Yes.

15333. CHAIRMAN.—Were any of those landlords that are spoken of there purchasers of late years?—No, they were not.

15334. The O'CONOR DON. I see here you have amongst others the townland of Rathvilpatrick, Charles M'Guire, landlord?—Yes, sir. I expected two or three from that neighbourhood to-day, but the car must have broken down. That rent is very high, and I am surprised at it.

15335. Is that rent very high in proportion to the real value of the land?—I think it is; it is a very inferior land.

15336. The rent is £17, and the valuation 10 guineas?—Yes. I think the rent ought not to be higher than the valuation; it is all bad land.

15337. CHAIRMAN.—How long have you been in this parish?—Four years.

15338. What was the state of most of these men at the time you came to the parish?—They were comfortable, indeed, and had a very large number of stock, and I never had any complaints of any want or distress in the locality, but it is quite the contrary now for the last year. There are complaints now, as these men have said, from the failure of the crops, and they have had to part with their cattle, and I attribute a great deal of this to the rents they have to pay.

15339. The O'CONOR DON.—Do you think the land has deteriorated from the bad seasons?—In some localities I know it has, but in other localities the crops are as good as before.

15340. But if they have been paying these rents for a great number of years and have been so comfortable, how do you account for their becoming suddenly so poor?—In the first place the potato crop was bad for a couple of years, and having to meet the rents, they were at once reduced.

15341. CHAIRMAN.—Having to part with their cattle would prevent them keeping the lands in good condition?—Yes; I know parties there who had a number of cattle, and they have hardly a cow now, but certainly they have paid their rents.

15342. The O'CONOR DON.—All the rents on this list were paid last year?—I don't know about last year, but before.

15343. Mr. SHAW.—They were anxious to pay if they could?—I really believe so. As far as I can see they don't repudiate that debt any more than any other, but they certainly are not able to pay high rents.

15344. CHAIRMAN.—What you want is help over the time of difficulty?—Fowley.—Yes; and to give us an abatement that we can pay our rents with, and if we don't get it we must pitch the land there.

15345. Mr. SHAW.—Would you give him the chance of getting more in good times?—We would, but it would not be in our power even in good times. I would rather go in service and earn my 10s. a week.

15346. How many acres do you say you have?—Twenty acres.

15347. The O'CONOR DON.—Have you much of it in tillage, or is it chiefly grass?—I had 3½ acres under meadow, about 2 acres 3 roods in oats, and an acre of

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potato crop not worth anything. Where I would have 4 tons of hay to the acre, it would not give 2½ now.

15348. Is there any desire amongst the people in your neighbourhood of purchasing their land and becoming owners?—I don't know any of them able to do it in my neighbourhood. They would be very happy if they could rent the land at a fair rent, but to pay the landlord the whole thing and starve themselves, it could not be done.

15349. Is it your experience, Father Quinn, that there is any great desire to become the purchasers of their land?—Rev. Mr. Quinn—I think if they had fixity of tenure, and could make improvements, they would be perfectly satisfied. I don't think they have any higher aspirations in my locality.

15350. Do you think many of them would be able to pay a small portion of the purchase money?—They would.

15351. One-fourth?—Well, I am sure they would. Although these rents are very high, we have some people, notwithstanding that, that have some means, and I think they would be very glad to invest it on the lands. Fowley—The man that is not rented too high has a little means, but the man that is overburdened cannot. M'Goldrick—I went to Mr. Middleton, I owed him 2½ years, and I went to him to give him up the land, he told me he would not harass the land and to keep it. Connington—My lands, I offered to pay £20 for a half-year this week if I was allowed 15 per cent. of an abatement. They made an abatement last year of 15 per cent., but would not consent to give it this year, and the land is not worth half the money I pay for it. I would rather go into a cabin in the back lanes of Sligo than live on some estates to be persecuted by drivers or bailiffs; any sort of an election coming on the bailiff goes to the tenants ordering them to vote for a certain candidate. Rev. Mr. Quinn—In 1876 I came to that parish, and my predecessor had 16 acres of land at £14 a year. One part of it, 8 acres, which was one side of the road, he reclaimed and improved very much, and that land now is set at £42, three times the rent it paid before.

15352. And the improvements were all made by him?—By my predecessor and myself, since I got it.

15353. Mr. SHAW.—A house built on it?—There was a thatched cottage on it, and I slated it, and built a glebe house at an expense of £1,200, house and offices, and cottage.

15354. The O'CONOR DON.—But you don't include that?—No. Another gentleman has got half of it, the inferior part of the land, eight acres at £12 a year, and I am paying £30 for eight acres.

15355. Was the rent raised when you came to the parish?—When I got possession of the place I had to pay that rent for it.

15356. Was there a lease up to the death of your predecessor?—No lease.

15357. Who is the landlord?—Colonel Cooper.

15358. Mr. SHAW.—Did he give you notice to quit?—No; I succeeded to the land, and the rent was then fixed.

15359. Did he notice you, you must pay this advanced rent?—Yes; he laid down the sum I had to pay, and I paid it.

15360. Had he done anything with the land?—Nothing.

15361. The O'CONOR DON.—What is the valuation of the land?—£15 5s. a year for my portion, and along with that we are obliged to pay all the county cess and pay half the rates. When a road is being made this road is measured on us, and we pay for it, and all the county cess besides.

15362. Was it an acreable rent or a bulk rent you had to pay?—A bulk rent, there were three fields, and it was so much for each field.

15363. And you considered that rent too high?—Everyone considers it too high, it was because I had to take it, if he charged £5 an acre I would have to take it for the accommodation.

15364. You say a portion of it was taken by another gentleman?—Eight acres. I have only eight acres, he pays £12 and I pay £30.

The witnesses then withdrew.

Mr. John
Carnegie.

Mr. JOHN CARNEGIE, Fortland, Easkey, examined.

15365. CHAIRMAN.—Are you a tenant farmer?—Yes.

15366. And also a land steward?—Yes.

15367. Under whom are you acting?—John Lloyd Brinkley.

15368. Land steward and estate bailiff?—Yes.

15369. Is there anything you have to say about your own farm that you occupy?—There is one thing just that gives me a good deal of trouble. I feel that I have laid out a good deal of money on it, and I feel that it is like a sort of gambling, I don't think I have any security scarcely at all.

15370. The O'CONOR DON.—Have you a lease?—No lease.

15371. How many acres have you?—Forty-four, it was never measured, but we guessed it at that, and a farm from Mr. Brinkley, I got it from the present gentleman's father.

15372. CHAIRMAN.—And is it under Mr. Brinkley?—It is in the Court of Chancery, but I believe it will belong to the young gentleman.

15373. And you don't feel you have security for your outlay there?—No.

15374. Did the court refuse to give a lease?—I never applied, but I don't think they would give a lease, perhaps I may not be right in my idea, but I don't think they would give a lease, because the receiver said to me they did not wish to make any changes at all whatsoever in the property, to leave it as they got it.

15375. Mr. SHAW.—Have you laid out much money on it?—I count that my interest in it now is more than the landlord's.

15376. Owing to your outlay?—Yes.

15377. Is it a large farm?—About forty-five acres statute. It was a farm I got from old Mr. Brinkley twelve years ago.

15378. CHAIRMAN.—Were you farm steward at that time?—Yes, and I got it from him under these circumstances. It was a family named Rae had it, it was an outfarm and they gave it up; they could not hold it, could not pay the rent.

15379. The O'CONOR DON.—What was the rent?—£24 was the old rent. They fell behind and could not pay the rents, and gave it up, and Mr. Brinkley lost a half year's rent by it. And he said he did not know what to do with it. I said he should keep it himself, it was adjoining his own farm. "Well," said he, "I have plenty of ground in my own hands and we will take in proposals for it." He only got two proposals, the one was for the old rent and the other was for £30 a year, provided that he would let them a piece of another man's holding into it. It came in with an angle and there could not be a straight mearing fence made without this piece coming into it. "That does not please me," he said, "I don't know this man at all that is offering." I said, "If you would do the same for me and accept me as tenant I will take it on those conditions." It was in 1866; there was a great talk about flax at that time, and I said I would like to try flax to see how it would do. So he said he would give it to me, and served this neighbouring tenant with a notice to quit, to take this piece about two Irish acres from him and put it into mine. It so turned out that Mr. Brinkley had to go away, and this was never done, and I have been paying £30 since, and the property went into Chancery.

15380. Mr. SHAW.—You never got the two acres?

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Mr. John Carnegie.

—He gave my rent in as £30, and I got the two acres but I will tell you how it was done. Mr. Brinkley went to the continent, and I have never seen him since. The receiver said to me, "Mr. Brinkley has given in the rent as £30, but we don't want to interfere with the tenants, and," he said, "you can settle with the neighbouring tenant and I have no objection." So I bought it from him.

15381. The O'CONNOR DON.—What did you give him for it?—£25, and I have this now and I am paying £30 a year. I have drained most of the land and reclaimed three or four acres that never was tilled; the valuation of it was £20 10s., and the rent is £30. It would not have been worth it if it had not been me that had it. I don't think anybody would have continued to give that rent for it, and now if it was to let it would go for double the rent. I would give that myself, and I don't feel that I am secure in these lands.

15382. CHAIRMAN.—Are the tenants on that property allowed to sell their holdings?—Well, no; they are not.

15383. That was an unusual thing, letting that one man sell to you the two acres?—Yes.

15384. It was done in order to put you into the position Mr. Brinkley intended you should be?—Yes; they did not wish to do an injustice to me, and they put me to the cost of purchasing.

15385. The O'CONNOR DON.—Was the other tenant's rent reduced?—No. The receiver told me it would cost more than the whole thing was worth to bring it into the Court of Chancery and change the rents, but he said if you do it privately we will have no objection.

15386. CHAIRMAN.—Then as to the property in general, how many acres is the Fortland estate?—There is between two and three thousand acres altogether, but a great deal of it is waste bogs and mountains.

15387. Is it reclaimable land much of it?—All reclaimable land I may say.

15388. If it was in the hands of persons who could do it, or could be done by the landlord?—Yes.

15389. Has anything been done in the way of reclamation?—A little.

15390. How long ago?—About fifteen years ago, the present Mr. Brinkley's father did a good deal in the way of reclamation.

15391. Did he get money on loan from the Government for doing it?—Yes, and he did a good deal of drainage.

15392. And has that turned out a successful operation?—Very successful.

15393. And good value for the outlay?—Very good.

15394. Do you think that can be carried on to any great extent there by fresh persons being introduced on to the land and given it for a few years free or at a low rent and leaving them to go on with the improvements?—I am sure it could if there were proper persons that understood it. As far as I have done and I have done a good deal, it was a success, but I have seen other people doing it that it would not pay.

15395. That is the tenants doing it on their own holdings?—Yes, they don't do it so well.

15396. Is there any land that is unoccupied that can be reclaimed?—Yes, a good deal. I think Mr. Brinkley has unoccupied land which he holds in his own hands and lets out for cutting turf. I suppose he has upwards of 1,000 acres.

15397. The O'CONNOR DON.—All reclaimable?—All reclaimable if the turf was cut off.

15398. CHAIRMAN.—The cutting off of the turf is a slow operation?—It is for making money of it, we let it, and get about £45 an acre for it.

15399. Then it would not be a benefit to the neighbourhood that the turf should be cut out rapidly in order to be reclaimed?—No.

15400. Mr. SHAW.—Do you let it to the tenants?—Yes, and to the whole neighbourhood.

15401. Do the tenants pay for it?—No, generally they get as much as they can use.

15402. CHAIRMAN.—Are they allowed to sell it?—They must pay for what they sell, they are each allowed on a turf bank about forty cart-loads for their own use, they always were allowed that free, that is all tenants that hold lands, to tenants with only a house and garden it is not let.

15403. What effect do you think the passing of the Land Act has had with regard to tenants improving, do you think they have been more inclined to improve or less inclined to improve than they were before?—My own impression is it has made a kind of stagnation, there was a great deal more improvements a few years before, than there have been since, whatever has been the cause of it.

15404. In any respect do you think there has been an advantage in the passing of the Land Act?—I think there has been some. I think the tenants have done a little more than they did before, especially those that had leases, I see a good deal of tenants with leases that have done a good deal since, that is the principal change I have seen. But before the passing of the Land Act, the landlord and tenants used to work together more than they have done since. The landlord now says, Oh, you have got a claim for your improvements, the thing is taken out of my hands, the improvements are your own now and I will do nothing.

15405. And the tenants do not feel quite secure of that?—No, don't feel quite secure at the same time.

15406. I suppose they feel less liability of being evicted?—A great deal less.

15407. So that it is so far satisfactory?—So far satisfactory.

15408. And you say it is satisfactory at election times?—Very, as far as the tenantry are concerned.

15409. Then as to the compensation that a tenant would get, do you think that it is right that he should be evicted before he knows what his compensation would be?—That is what I am decidedly against.

15410. You think he ought to know?—Yes, first.

15411. But then it would be necessary in every case of a notice to quit to go into the court before hand?—I am not sure about that, I have never had any experience of that, we have never had anything to do with that kind of thing on our own property, but I think it is a hardship that a tenant should be looking for his compensation and everything after he is put out of his place altogether, that this thing should not be settled first.

15412. Before the eviction he can have his case tried?—I was not aware of that.

15413. What is your idea of the proportion that the present rents bear to the tenement valuation?—My idea is that the tenement valuation at the present time is a fair rent, except on very good lands, which are worth more—that is, first-class lands. And what I call first-class land is land that will not go back when left in grass. There is not a great deal of that land in our district. Middling and third-class and bad land is land that when you leave it in grass it goes back and back until it gives very little grass, indeed. And there are other lands when you lay them down that improve every year and become fattening grass—that is first-class land; that is worth more than the tenement valuation.

15414. Do you know any land that the wet years past have had any permanent bad effect on?—I am sure it has.

15415. Grass lands that it would take a considerable outlay to get into a good state again?—Yes.

15416. We have heard mentioned the growth of rushes in land that was good grazing land before, but is inferior now?—Yes. I see a great growth of rushes in the last few years, and a good deal of the land that I reclaimed for Mr. Brinkley out of cut-away bog has for the last two or three years been covered with rushes.

15417. All that was originally wet land and drained, and then from the great wet the drains were clogged up?—I don't think the drains were clogged

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up, but all wet land in the wet seasons has a clamminess about it, unless it is very good, and always feels very soft in wet weather and wet seasons.

15418. And do you think that land will not, in dry seasons, go back into the same state of goodness it was before?—No, I don't think so, without being broken up and tilled and re-manured.

15419. Then that land ought to be revalued in all fairness?—I should say so.

15420. Do the landlords in your part of the country make any improvements themselves on the tenants' holdings since the Land Act?—I don't know of any since the Land Act worth speaking of, there has been very little in my district; but, as I said before, there was a good deal done before that.

15421. You say there have not been many changes among tenants in your district?—Very few.

15422. What class of tenants are those?—All classes. There are very few changes amongst them, but the large proportion of the tenants in our district is from six or seven to thirty acres, mostly small tenants. Big farms are grazing farms. A grazier tills none, but small tenants till a good deal.

15423. And have those changes you speak of arisen from evictions?—Very few voluntarily.

15424. What has been the course generally when those tenants leave? Have fresh tenants been allowed to buy?—Generally. But it is always an arrangement with the landlord.

15425. With the landlord's consent?—Yes.

15426. Have they been thrown at all into the neighbouring holdings?—Very rarely. They may in an odd case, but very seldom.

15427. The O'CONOR DON.—They have generally been let in the same size to new tenants?—Generally in our district.

15428. There has been no amalgamation of farms going on?—Not to any great extent. Generally the way is when a tenant is going away, sometimes through adverse circumstances, something happens, and they are not able to meet their obligations, the landlord allows them to settle with some other one that he thinks will make a suitable tenant for himself, and the suitable tenant generally pays up the arrears of rent, and, perhaps, gives something to the one that is going away, or the heirs or whoever they are that is resigning.

15429. CHAIRMAN.—Are there any tenants who would be able, or inclined, to purchase their holdings if the landlord would be willing to sell?—I dare say there is. There is none that would be able, that I know of, with cash of their own.

15430. The O'CONOR DON.—To pay the whole amount?—No.

15431. But would they be able to pay one-fourth of it?—I am sure there is a good many would.

15432. CHAIRMAN.—They would like to do so?—I never heard that they would.

15433. Do you think that they would prefer a settlement of rent, that would give them a fair rent?—A fair rent is all they want as far as I can hear. I never heard a single tenant say he wanted to become the landlord of his farm, but they all say "what we want is a fair rent at the valuation."

15434. Yes, but the valuation you say varies so much in different places?—Yes.

15435. It may be very low in one part and high in another?—Yes.

15436. It was not intended as a basis of rent?—I believe not.

15437. But I suppose landlords would not like to sell to one tenant, and the neighbouring one perhaps not wishing to buy?—No, that is the great objection to that kind of thing.

15438. They would like to sell together, or not at all?—Yes.

15439. Or some particular portions of an estate, if all in that part would buy?—Yes.

15440. The O'CONOR DON.—There has been no rising of rent on Mr. Brinkley's estate, has there?—Very little, not since the passing of the Land Act, but the most of it was raised shortly after Mr. Brinkley purchased it in the Landed Estates Court, and after he purchased he revised it all, and made out a rental for himself, that was before the passing of the Land Act, there have been no changes since. Some tenants' rents were not raised by Mr. Brinkley's revaluation.

15441. Mr. SHAW.—Was the rent raised then much?—Yes, there was a pretty good addition made to the rental.

15442. To the rental after he purchased?—Yes.

15443. When you speak of a valuation, I suppose you mean a valuation that would be made where a dispute arose between landlord and tenant?—Yes.

15444. You would not take the present Government valuation as a fair one?—No.

15445. But you mean when a dispute arose there should be some means of valuing between landlord and tenant?—Yes. My idea would be, that when a landlord thinks his rent is too low, let two or three revisers be sent down and value the land, and if the tenant thinks his land is too high, let him do the same, and let whoever sends for these revisers pay the expenses of bringing them down. I think that is a simple way of settling the rent question, that is my notion of it.

15446. The O'CONOR DON.—Are you acting now as steward on the estate?—Yes.

15447. And in that capacity have you anything to say to the tenant's lands, to the carrying out of improvements on lands in the occupation of tenants or anything of that sort?—Yes, I have general superintendence of the whole estate, and see how the tenants are getting on. If they want anything they apply to me, and so on.

The witness retired.

Messrs.
William Healy,
John
M'Loughlin,
William Foran,
Roger Fehily,
Dominick
Brennan,
Francis
Mullaly, and
Roger Ferney.

Messrs. WILLIAM HEALY, Lissbally; JOHN M'LOUGHLIN, Ballyscannel; WILLIAM FORAN, ROGER FEHILY, DOMINICK BRENNAN, FRANCIS MULLALY, and ROGER FERNEY, tenants on Major Jones' estate, examined together.

15447A. Sir George Young.—The case here is that they lost some land, some twenty, some twenty-two, and some twenty-six years ago; their rent was not reduced.

15448. Mr. SHAW.—How did they lose it?—*M'Loughlin*.—Taken from us by the agent.

15449. CHAIRMAN.—Who is the agent?—*M'Loughlin*.—Mr. Barbour was the agent at that time *Healy*.—There was a piece of a rabbit burrow attached to my land, and others was joined in it too. Mr. Barbour was the agent and he saw the blown sand that was rising, and going to destroy the townland. He authorized us to go into Mullaghmore, about nine miles from us, and take large carts of bent, it was got by him from Lord Palmerston, and then we got about twenty-two carts of bent grass at our own expense. He got us to draw timber, and we drew it, and there

was a paling put up, and we said we would keep it for a few years, until it got to perfection. Then he sent three tradesmen to put up the paling, and we had to support them for several days while they were at work, which was very heavy. Then when he got it to perfection he set it out as grazing land, and I pay £10 rent for four acres and twenty perches since.

15450. Mr. SHAW.—You used to have the grass of this?—*Healy*.—It was part of our farm. It was two persons joined that had five acres of this, we improved and has it twenty years, and he never allowed us a shilling of rent. I am paying £10 rent for four acres twenty perches, the worst of land.

15451. CHAIRMAN.—Are the other cases corresponding to some extent with yours?—*M'Loughlin*.—It is on the same property.

15452. Mr. SHAW.—What is your case?—*M'Loughlin*.—Some land that is lost off my holding.

15453. The same way?—*M'Loughlin*.—The same way. At the time I got the holding I was changed from one townland to another for the convenience of obliging another man who had the place I had, and the man who had it his rent was £10 10s., and I was promised an abatement, and I took it in that line. Major Jones himself promised me the abatement, there was about half an acre and some perches taken off it, and I am paying the old rent.

15454. How much rent are you paying?—£10 10s., and the valuation is £6 8s.

15455. Was any rise put on the land?—No.

15456. Do you consider it too dear?—I do, it was my agreement to get it cheaper.

15457. Do you not have some seaweed?—We do, but we are paying 5s. to the pound for it. *Healy*.—Mr. Barbour took one-third of the seaweed from us, and gave it to other tenants.

15458. Mr. SHAW.—How many acres have you?—*Brennan*.—Twelve acres.

15459. What do you pay for it?—£11 17s.

15460. What is it you complain of?—Too much rent.

15461. Is it on the same property?—It is.

15462. CHAIRMAN.—Did you lose any land?—I lost no land, and got no land.

15463. Mr. SHAW.—Was the rent raised lately?—No, I am paying it these thirty years. It is nothing at all but bed for snipe and heather.

15464. And that is the same case as your brother's?—He is bounding me.

15465. Widow Kitty Connor?—*M'Loughlin*.—She is not here. She lost land and is paying rent still for it.

15466. CHAIRMAN.—This land that you lost, was that included in the Government valuation?—It was, sir.

15467. What was the date of that valuation?—It was taken off before I got off the division I held at the time I got it. I was to get an abatement of rent because it was too dear. The man that was in it was ejected, he could not pay.

15468. The O'CONOR DON.—When did you get the land?—About twenty-seven or twenty-six years ago.

15469. Then this land was taken away before the Government valuation was made?—Not at all, the Government valuation was made on it at the time. I think there was no valuation since that time, but the valuation we hold still, £6 18s. Another man pays for what I lost.

15470. And the other man is valued for it too?—Yes.

15471. Mr. SHAW.—Did you lose some land?—*Foran*.—About half an acre. Mr. Barbour took off half an acre, and would not give us a reduction since.

15472. CHAIRMAN.—That was thirty-two years ago?—Thirty-two years ago.

15473. Mr. SHAW.—You are paying the old rent?—I am paying the old rent since.

15474. Is it very good land?—It is the very best of land. The man is in the room that has the land, and is paying rent and poor rates for it, and we are paying the same, we reclaimed the land itself. We are paying 5s. in the pound for wrack.

15475. The O'CONOR DON.—Who is the man that has got your land?—That man there, *Fehily*, has got it, and it was measured on him over again.

15476. CHAIRMAN.—What is your case?—*Mullaly*.—My mother lost an acre and a half twenty-six years ago, and she is paying still for that. About three acres of it is not worth half a crown.

15477. Mr. SHAW.—*Fehily*, how many acres have you?—*Fehily*.—Between eleven and eleven and a half acres; the rent is £14 2s. 6d., and the valuation, £9.

15478. When you got this other man's land was the rent raised on you?—That was the time the townland was squared. When he got the land squared the agent did not like it and ran another mearing and took it in the way that he thought the fall of the water would come on it. He never told us our rent after squaring it, and he put the rent of Ballyscannell along with the rent of the other townland.

15479. CHAIRMAN.—Is Mr. Barbour the agent still?—Himself is the agent and landlord still. The son is the agent, and the other son is the landlord.

15480. What is your rent?—*Ferney*.—£14 3s. My rent is high and my land very bad.

15481. How many acres?—I am not sure.

15482. And the valuation?—£7 10s.

15483. Is that high, out of proportion with even some of the other valuations?—Yes, sir. My land is worth nothing.

15484. Mr. SHAW.—How long have you had it?—About thirty-two years.

15485. And you have paid rent ever since?—Ever since.

15486. And how do you manage if it is so very bad?—I am far behind, and not able to manage, owing to the bad times.

15487. What ails it?—It is bad earth.

15488. Have you not plenty of manure beside you?—No manure.

15489. But the sea is beside you?—We are paying so much for the shore, and there comes no wrack or manure on our shore.

15490. The O'CONOR DON.—*Fehily*, had you to pay additional rent in consequence of the additional land from this other townland?—*Fehily*.—Yes; and before he squared it we were paying only £1 an acre for it, and when Mr. Barbour came in he rose it to 25s. an acre.

15491. Mr. SHAW.—You think that rent is too high?—Yes, sir.

Witnesses withdrew.

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Messrs.
William Healy,
John
M'Loughlin,
William Foran,
Roger Fehily,
Dominick
Brennan,
Francis
Mullaly, and
Roger Ferney.

Messrs. BRIAN M'LAUGHLIN, JOHN HEALY, BARTLEY COX, and Widow M'HUGH, tenants on Mr. Blake's Estate, examined together.

Messrs. Brian
M'Laughlin,
John Healy,
Bartley Cox,
and Widow
M'Hugh.

15492. Sir George Young.—The case here is that a lease for twenty-one years was given twenty years ago, with a rise of rent from various sums to 35s. an acre. The lease was forced on them. The original rents were—Pat Connolly, £18 5s.; Brian M'Laughlin, 30s.; John Healy, 22s. 9d.; Widow M'Hugh, 25s. an acre, all raised to 35s.

15493. CHAIRMAN.—How were the leases forced on you?—*Healy*.—The original lease I had was £1 2s. 9d. an acre, and they rose it to 33s. or 34s.

15494. Will you tell us how it was the lease was forced upon you?—*M'Laughlin*.—Twenty years ago Mr. Blake, our landlord, had us noticed to take a lease which was no use to us, and forced us all to take it and pay a year's rent fine, and 35s. a rise of rent.

15495. And was that done by notice to quit if you did not?—*M'Laughlin*.—Yes, your honour. *Healy*.—

I was served with an ejectment. *M'Laughlin*.—A rise of rent, and we had to pay two years rent twenty years ago exactly last November, the two years' rent and a bad crop.

15496. You may tell me the acreage, how much you each hold. Brian M'Laughlin, how many acres?—*M'Laughlin*.—11 acres.

15497. John Healy?—*Healy*.—14 acres 2 roods 12 perches.

15498. Widow M'Hugh, how many acres?—Widow *M'Hugh*.—14 acres.

15499. Brian M'Laughlin, 11 acres, and the rent?—*M'Laughlin*.—30s. an acre, and then it was raised to 35s. an acre.

15500. Mr. SHAW.—And you had to pay a year's fine?—Yes.

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Messrs. Brian
M'Laughlin,
John Healy,
Bartley Cox,
and Widow
M'Hugh

15501. CHAIRMAN.—And John Healy, 14 acres at 29s., and that was raised to 35s.?—*Healy*—Yes.

15502. Mrs. M'Hugh, 14 acres, was 25s., and it was raised to 35s.?—Widow *M'Hugh*—Yes, your honour.

15503. And this was put on you by threat of eviction?—Yes.

15504. Mr. SHAW.—Where is it?—Knockmaree direction. *M'Laughlin*—My valuation was only £14, and I am paying £20 for 11 acres.

15505. CHAIRMAN.—Did you get any abatement last year?—*M'Laughlin*—2s. to the £1 on the property. That was a poor abatement.

15506. Were there any tenants besides on the property that did not come under this lease?—There is.

15507. Was this a case of a previous lease dropping?—Yes, your honour.

15508. This was a new lease after having held under lease before?—This was forced on us, your honour.

15509. Mr. SHAW.—Had you a lease before?—No; we were yearly tenants. *Healy*—I had a lease.

15510. And it dropped at that time?—*Healy*—Long before that. Mrs. *M'Hugh*—I am paying £25 8s. rent.

15511. CHAIRMAN.—How many acres do you hold—*Bartley Cox*.—11a. 1r.

15512. What is the rent?—£18 16s.

15513. What is the valuation?—£11 10s.

15514. Did you lose some land at any time?—Twenty years ago, and the rent was never deducted.

15515. How much land was taken off?—Something about two acres, there was one acre at 11s. or 12s. an acre, it was bad, but £2 3s. an acre I am paying these twenty years more than I ought to pay.

15516. Mr. SHAW.—What was done with the land?—It is there still.

15517. Added to somebody else's farm?—Another man got it, and in the course of a couple of years or three after, the man had to leave.

15518. CHAIRMAN.—Do you hold under lease?—I have no lease, and I had to pay £11 14s. of arrears that was run on the other man that had to leave.

15519. You have two farms now?—Yes; and I am paying double for the two acres.

15520. What is the name of your farm?—*Barnaslack*.

15521. It is all in the same property?—Yes. *Healy*. My valuation is only £18, and I pay nearly £7 over the valuation.

The witnesses withdrew

Mr. Francis

Mr. FRANCIS KAVANAGH examined.

15522. CHAIRMAN.—You are a tenant on Mr. Gethin's property?—Yes.

15523. Where?—At Ballymote. (Produces document.

15524. This is an agreement for a yearly lease?—No, sir, I don't understand that it is.

15525. Mr. SHAW.—Did you sign it?—My mother signed it.

15526. What is the extent of your holding?—Seventeen and a half acres, at £25 13s. a year.

15527. CHAIRMAN.—You don't know what it was she signed?—She signed that lease.

15528. You have not read the terms of it?—No, sir.

15529. And you only want to put before us that this is the lease under which you are holding?—Yes, sir.

15530. The O'CONOR DON.—The particular point is, that you are not to claim compensation for any payment made to a previous tenant, and to pay the entire Grand Jury cess. These are what you object to?—Yes, sir.

15531. Mr. SHAW.—Did the other tenants have to sign that lease?—If there was an old tenant and he died, and a young tenant came in, he would have to sign that lease.

15532. Or upon any change?—Yes, sir.

Mr. James
Milmo.

Mr. JAMES MILMO examined.

15533. Mr. SHAW.—You are a tenant on Mr. Wynne's estate?—Yes.

15534. How much land do you hold?—Eighteen and a half acres.

15535. What do you complain of?—High rent.

15536. How far is your farm from town?—About two miles.

15537. Was the rent raised lately?—It was.

15538. When?—About two years ago or two and a half. It was raised £6 a year.

15539. What was the reason of that?—It was at the time I became tenant.

15540. It was on a change of tenancy?—Yes; it was raised a short time before that.

15541. How short a time?—Something about eight or ten years.

15542. What rent was put upon it then?—£4, I think it was reduced to £2, and then there was £6 put upon me.

15543. Have you any other way of living?—I have, and only for that I would not be able to pay the rent.

15544. The O'CONOR DON.—How did you come into the holding?—At the time of my uncle's death.

15545. You succeeded your uncle?—I did.

15546. CHAIRMAN.—Under his will?—Well, yes, under his will.

15547. Mr. SHAW.—And there was £6 put upon you then?—Yes.

15548. The O'CONOR DON.—Is it within the borough?—No, sir.

15549. Mr. SHAW.—Which side of the town is it?—On the north, near Dunally.

15550. Near Mr. Clarke's holding?—Yes; he's my next door neighbour.

15551. Is it good land?—Only middling. It is reclaimed land all, and we paid a fine, at the time we became tenants, to Mr. Fawcett who reclaimed it.

15552. The O'CONOR DON.—How long ago is that?—About twenty years ago.

15553. What fine was paid?—I don't know; it was a high fine.

15554. Mr. SHAW.—It has fallen in to Mr. Wynne since?—There was no lease, but he allowed him to sell it.

15555. The O'CONOR DON.—Was there any increase of rent at the time of the sale?—There was.

15556. Mr. SHAW.—Then there were two increases?—Yes.

15557. You consider it too high?—Yes a great deal too high. The Government valuation is £24 10s., and the rent is £38.

15558. CHAIRMAN.—£6 of that was put on two and a half years ago?—Yes, it was, £32, up to the time I got it, and there was no house upon it, and I took it on condition I should build a house, and I could not, because instead of getting any little capital it is losing I am these last few years.

15559. The O'CONOR DON.—Is it tillage land or grazing?—Both. It is better for grazing than tillage.

15560. Do you graze it yourself or do you sublet it?—No, sir, I sublet it.

15561. Mr. SHAW.—Are you a tradesman?—No?—I am doing business for a gentleman as steward, and I have a sort of a boy.

Mr. STEPHEN HUGHES examined.

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Mr. Stephen Hughes.

15562. CHAIRMAN.—You are a tenant on the Palmerston estate?—Yes.

15563. What is the name of the place?—It is Cleever Road.

15564. How far from Sligo?—An English mile.

15565. The O'CONOR DON.—Is it within the borough?—It is within the old borough.

15566. The Parliamentary borough?—Yes.

15567. CHAIRMAN.—Was this property bought lately?—I bought the good will of it.

15568. This holding was bought lately?—Yes.

15569. How long ago?—Twenty years ago; and I gave a considerable fine to the tenant who was in for the improvements he had made on it. It is a two-acre field, and he built three cottages on it, and I bought his improvements, including the cottages.

15570. Did you buy that with the consent of the landlord?—I thought so. I believed when I bought it I should have the same opportunity of disposing of my interest in it.

15571. And have you no opportunity now?—No.

15572. Do you want to sell? I did?—I made an effort a couple of years ago and made an arrangement with a neighbour, when I found the necessity for money and wished to turn my hand to another quarter. I sold my good-will of it to a neighbour; the neighbour wished to have the consent of the landlord and he would not grant it. They said it was against the rules.

15573. Did you make the application or did he?—I made the application.

15574. What was the answer?—He said—and everything he said I believed him—that he regretted that the rules of the estate prevented him.

15575. The O'CONOR DON.—Who is he?—I believe he is Mr. Ashley. I believe the present landlord, and I give him credit for the best intention. He says he is bound by the rules of the estate, and they would not recognise the right of free sale on the property, so I have been hemmed in ever since. It is about a mile from the town.

15576. CHAIRMAN.—That is the point of your case; you wish to have the right of sale?—Yes, the right of sale. The party from whom I bought got the right.

15577. And you think the claim is especially strong in your case from having bought the right?—I never would have bought it if I had thought I would not get the same privilege. I gave £100 hard earned money.

15578. Is it within the distance of what are called townparks?—I suppose they designate it that way. It has been in the hands of three parties for the last forty years. The rent is £10. I go in strong for free sale. I had to do with two or three other farms for the last twenty years.

15579. The O'CONOR DON.—Was free sale allowed there?—No; except on Lord Erne's property. I held a farm from Lord Erne, and I was at perfect liberty to dispose of my interest.

15579A. But on the other estate it is not?—On Walker's estate out here I held a farm of 32 acres, at £3 an acre, rent £96, and the valuation was £68.

Mr. DANIEL M'LOUGHLIN examined.

Mr. Daniel M'Loughlin.

15580. CHAIRMAN.—You are one of a deputation from the Ballyconnell estate of Mr. Gethin?—Yes.

15581. And you come to complain of high rent?—Yes.

15582. The names on this list (produced) are tenants on Mr. Gethin's estate?—Yes.

15583. The point you want to bring before us is that the rents are very much higher than the valuation?—Yes, a good deal.

15584. John Conway holds seven acres; rent, £14 10s.; valuation, £9. Peter Garvey holds four acres; rent, £4 5s. 4d.; valuation, £4. Pat Kilmartin holds six acres; rent, £8 12s.; valuation, £5 15s. Daniel M'Loughlin holds five and a half acres; rent, £6 8s. 4½d.; valuation, £5. What you complain of is that these rents are too high?—Well, they are all very bad land at that too.

15585. The O'CONOR DON.—Have the rents been

raised lately?—They were raised, and we are paying high rates and cess and all that.

15586. When were the rents last changed?—Since 1846, I think.

15587. They have not been changed since 1846?—I could not exactly tell, for it is not long since I became tenant.

15588. CHAIRMAN.—Do you say there has been a loss of privileges as well as a rise of rent?—Yes, I do.

15589. When were these changes made?—I could not exactly tell, because it is not more than a couple of years since I came in; but we are always complaining that they are raising this rent and taxes every day, and it is not worth it. I am complaining of it myself. It is only a few years since my father died.

15590. Were you left what your father held?—Yes.

Mr. PETER GARVEY examined.

Mr. Peter Garvey

15591. CHAIRMAN.—You are one of the tenants on this property, and you say that in November, 1874, your brother-in-law's rent was £2, and in November, 1879, it was £2 10s.?—Yes, and my own rent in December, 1878, was £4 5s. 4d., but my regular rent was £3 7s. 9d.

15592. The O'CONOR DON.—And since when was it increased?—Since 1846.

15593. You got no more land since then?—No, sir, but some I had was taken off me.

15594. CHAIRMAN.—The complaint you make applies to all the tenants on that property?—Yes.

Mr. FRANCIS BARBOUR examined.

Mr. Francis Barbour.

15595. Mr. SHAW.—You are a tenant farmer on Sir Henry Gore Booth's estate?—Yes.

15596. And you have been a land agent?—Yes, but not now.

15597. And you are well acquainted with the state of the tenantry in the county?—Yes, as well as any man in the county.

15598. You hold a lease yourself?—Yes.

15599. And improved your land very much?—Yes, very much.

15600. We had a statement about some properties

in your neighbourhood—Mr. Jones' tenants—and they complained of their rents being high, being excessively high?—I don't think they are. I have been agent for seventeen years there, and I improved the land considerably, and I never raised the rent on them at all.

15601. Is the land there very good?—No, it has been a kind of marshy cut-away bog, with some arable land, but capable of being improved very much.

15602. What are the rents?—The rents are from £1 to £1 5s.

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15603. Do you think that is a high rent?—No. There is great facility of seaweed.

15604. Are they charged for the seaweed?—No, the tenants get it as a gift with the land.

15605. Do you know a tenant named John Young?—Yes.

15606. Is his rent too high?—No. In 1846 and 1847 it was hard times, and I advised the landlord to take £2 off him as a temporary abatement, and afterwards the £2 was put on again, and that is what he always complained of.

15607. Did not he offer to give up the land several times?—Not to me.

15608. There was a statement that you squared townlands, and took land from some people and added it to others, and did not reduce the rent?—I think there was one case, we took from a man about three-quarters of an acre.

15609. There have been statements of more than that—four and a half acres in one case?—There was a piece of sand—a rabbit burrow—where the sand was blowing and making the other land useless, and I took a piece of ground from the tenant and planted it with bent, and fenced it in. It was my intention to hand it back to the tenant when it would be in an improved condition, and not let it spoil the rest of the land about it.

15610. Did you do that?—No, I ceased to be his agent before the land was sufficiently reclaimed, and, I believe he gets £4 or £5 a year for it now, and it was not worth four or five pence.

15611. The tenant is still paying the old rent?—Yes.

15612. And he thinks that is a grievance?—Yes, I think there is a grievance.

15613. The O'CONOR DON.—Was the bent sown and the place fenced at the expense of the tenant, or of the landlord?—I fenced it and I paid for the bent, and the tenants drew it, and I have made them an allowance for planting the bent.

15614. Did you pay them for drawing it?—No.

15615. Mr. SHAW.—You thought you were doing it at the time for the tenants?—Yes, that was my impression, and that was the way the piece was taken from them. It was not only this part was bad, but it was calculated to ruin the other land. It cost a good deal to fence it, and I think if the tenants got it back in that improved state they would pay for the fencing, but he has got as much rent off it since as would be fair compensation for the landlord's outlay.

15616. He has let it to other people?—He has.

15617. You have no complaint to make in your own case?—No, but I want to bring a few things under your notice. If every man was like the man I live under there would not be much need for inquiries like this in the country. I have expended a great deal upon improvements—perhaps £7,000, or £8,000, or £13,000. The late Sir Robert Gore Booth came to me after thirty years of my lease had expired and said, "I think you should give up your old lease and I will make you a new one." "Well, indeed, I think I ought to be satisfied that your people would not treat me badly." "But I want to do it in my own time, and not leave it to other people."

15618. That was the late Sir Robert?—Yes, and he drew me a new lease, and he agreed to every alteration I suggested in the lease, except as to rabbits, and I said, "now rabbits is a bad animal," and he said, "I will give you leave to shoot them," and I said I would not. He made me a new lease of three lives or thirty-one years, at the same rent, and when he gave the first lease, he made a reduction of 4s. 6d. per acre, and he renewed that. He gave me 500 acres in one farm, and about 40 in another farm along the road, and he said, "what rent do you think I ought to charge you for that?" "It is for you to say that," and he said, "put it on yourself." I said, you are getting 21s. an acre for this land, and it is in a wretched condition, but I will improve it; and I said it is not worth more than 16s. or 17s., and he

said, go and get your lease drawn at that, I will sign it. It is very few landlords will do that, and similarly he gave me a mountain farm, and I have improved that greatly. I got hay off it where it was not fit for wild duck or snipe.

15619. Have you a lease of that?—I have.

15620. Are leases common on this property?—No, but to chosen people they are granted, and I think it would be a great pity to have to give a lease to some people who are not entitled to it. Where a man is entitled to it he ought to get it.

15621. Are there many of the properties you know anything about?—Yes. Generally speaking, I think the landlords are pretty fair. Mr. Wynne, Sir Henry, Mr. O'Hara, and Colonel Cooper—Colonel Cooper they complain a little about, but they say he is not to be complained much about. There are some of these people who buy property—they are a curse to the poor people instead of a blessing; they buy property at a high figure, and they come in and say, Mr. Barbour, I am sorry I must raise your rent, I paid a large sum for that. You will never get the country to be prosperous unless you get the landlord and tenant to pull together. There is a great deal of land in the county that can be turned to account. I have made land that was a snipe walk good land. I was improving it thirty-five years ago, and I don't think there is a farmer in Connaught has done more at his own expense.

15622. We have had evidence of very high rents on some estates? And is it not a hard thing for a tenant to improve there?—It is a very disheartening thing, and they can't do it. I made land that was not worth 7s. 6d. worth £2 an acre. If I had had landlords who oppressed me or who would not co-operate with me, and come to see me and say, good fellow, you are doing well. If I improved that land and they said, Barbour, you must pay 10s. an acre of a rise—perhaps some of them might be well disposed to do that or to put on £1 of a rise—I would say, I cannot do it, and it would be very unfair to do.

15623. It would stop improvements?—Yes. I would just have gathered myself off if he had done that to me.

15624. If you heard that he did it on a neighbouring farm, it would frighten you?—Yes.

15625. You think there should be some way of regulating that kind of thing?—Unless you try to imbibe pure industry into the people. They drink too much whiskey. If you are in terror that you are cutting a rod to whip yourself, you will not go on. What is wanted is a good landlord, with a common-sense agent, who will not raise the rent without discretion. I think people raise the rent more frequently than they ought. I see land with a good tenant at the same rent for forty or fifty years on Sir Robert's estate. I know land fifty years without a change or talk of change.

15626. Would you make every landlord give terms of that kind?—To good tenants they have a right to do so, and if a lease was given such a clause should be put into the lease as to make that tenant make certain improvements annually, and let them both keep a record of them, and at the expiration of the forty or fifty years, if there is a valuation, it should be modest. If I improve land and make it £1 an acre better than when I bought it, I think the landlord should be satisfied with a rise of 10s., and give the rest to the tenant.

15627. He ought not to take the whole value out of the tenant?—No, surely not; I think you will agree with me on that point.

15628. You don't know of any case of ejection, or eviction?—Not on Sir Henry's property.

15629. But it has been practiced about you?—Yes, and too frequently in some cases; and if a poor man loses a cow, how long will he be gathering that up again. I like the landlord and tenant to go together in assisting each other to enhance the wealth of the country.

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15630. In late years many of them had to sell cattle to try and live?—Yes to sell the greater portion sometimes.

15631. They should get time for recovery?—I think there should be something done, let the landlord have a fair rent, and let the tenant have security, and then let the people improve. If people were not afraid of their rents being increased in consequence of their own improvements, I believe the land in this county and several others, could be made one-third more valuable.

15632. You want to give confidence between landlord and tenant?—I think that is the great secret in any body of people who go together—confidence.

15633. CHAIRMAN.—There are great complaints of tenants not improving; do you think it is want of confidence that leads them not to improve?—Well I do believe there is a good deal in it. I believe it is the sole stumbling block, because if you take and improve your land and know that the rent will be raised upon you and your child, above its value, you know that you do all this at your own expense. If the landlord went in with the tenant and assisted him, it would be different.

15634. Mr. SHAW.—If you had not had full confidence in your landlord, you would not have made these improvements?—No.

15635. And he has justified your confidence?—Yes.

15636. And his son the same?—Yes, he is an excellent good man, and he comes and takes every trouble with his tenants. A good landlord will get an immensity done with his tenants,

15637. And you would not object to compel bad landlords to do what good landlords do; I think it would be a very judicious way for the tenant in the event of not being satisfied with his rent, to get one man and the landlord another, and to have a third as umpire appointed by the Government, and then let them fix a fair just rent between tenant and landlord.

15638. That would be fair between all parties?—Yes, and it would give them confidence, and show it was not left to the landlord's decision to put on an exorbitant rent.

15639. The O'CONOR DON.—Do you think if the system were adopted on Mr. Jones' estate, the rents would be left as they are?—I have been just as conversant with that property as I am with the seat I am sitting on, and I believe the great curse or abuse of the country is subdividing of farms. You have 100 acres, and you subdivide it into four tenancies, and if a man has only got a small spot of land for his family what can he do. If a man has four or five children and his wife and himself on nine or ten acres, what can he do.

15640. Is that the reason why they offer rent so high?—I cannot tell you.

15641. Mr. SHAW.—It is poor land naturally—Yes, and if a person has a dirty house they require to sweep it often. If you have a farm that requires to be well drained, and it is kept in a dirty neglected state with no one to look after it, what can you expect.

15642. It is getting worse daily?—Going back to its original state.

15643. CHAIRMAN.—They state that the land is not at all worth what it was formerly worth?—I think it ought to be a great deal better, because I expended upon that property a great deal, and I have not been well treated in it either. I paid money out of my own pocket, and Mr. Jones when he got the land improved disputed the matter with me, and I went to law and lost £2,000 or £3,000 by it, and the tenants have the benefit of it. I added to his land while I never charged any tenant a rise upon his holding. All the bog land I gave out to tenants for reclamation. The drainage was always forgotten until I took it in hands, and he was not able to spend the money, and I said I will spend the money. I was to be paid back at £200 a year, and when I came for the money they put me at defiance and said, have you got receipts for all this money. I paid it in wages and all that, and kept a separate book, and I did not get the people to sign receipts.

15644. They spoke of the diminution in value for the last six or seven years from the wet seasons?—No doubt we all felt that, that is a general thing, but in the meantime I think it is from pure neglect, and from not attending to the keeping of these drains open, and not giving proper attention to cultivation.

15645. Mr. SHAW.—There is no resident agent now?—No.

15646. He is his own agent?—Yes.

15647. The O'CONOR DON.—How long have you ceased to be agent?—About thirteen years.

15648. Do you mean to say that, with the exception of this rabbit sand burrow, no land was taken from tenants?—No.

15649. No land was taken from one tenant and another charged with it?—No. There was exactly a rabbit burrow of three-quarters of an acre. The three-quarter acre alluded to is not sand, but inferior quality. My intention was to go into that man's land and improve it so much that it would be a larger compensation than the bit of snipe walk; and that is what I would have done, but that we quarrelled upon this point which I have explained.

15650. Mr. SHAW.—You were not able to carry out your own plans?—No.

15651. And they have not been carried out since?—No. There has not been £2 worth done since. They are good men there, and I taught them. It is a good thing to have some one to teach them, and I just took as much trouble in shewing the men how to make drains and fences that they got fond of me and approved of my plans and became more industrious. I have done more good in the neighbourhood about me than I have done for myself, and I don't think there is a man in the province has improved as much as I have done as a tenant farmer. I am seventy-four years of age, and I am sixty years farming, and you may judge I have had very stiff strong experience of work since. My mind was always exactly like a man who would be fond of saving, or fond of a good race horse. My mind went naturally that way. I think the best thing you could do would be to devise a plan to bring about a fair honest understanding between landlord and tenant.

Mr. EDWARD KELLY, Ballytibnan, examined.

Mr. Edward
Kelly

15652. CHAIRMAN.—Where do you live?—Within a mile and a-half of Sligo.

15653. Are you the owner of lands or the occupier?—I am an occupier of land.

15654. Is it a farm?—Yes. I am under two landlords. This is a farm of six acres.

15655. On which property is this?—Now Mr. Ashley. I took it first from Lord Palmerston.

15656. Mr. SHAW.—Is it within the borough?—Yes. I took it in 1842 from Mr. Griffith, who was then tenant at £60 a year.

15657. CHAIRMAN.—A sub-tenancy?—Yes.

15658. What rent was it at that time?—£60 a year.

15659. What happened after that?—He had either twelve or fourteen years of it at the time.

15660. Had he a lease of it?—He had a lease.

15661. For how many years?—I forget the number of years, but there was only twelve to run. Mr. Walker was the local agent of Lord Palmerston at the time, and I consulted him about it, as he was a friend and a good gentleman. I wish they were all like him, and I told him "this is too high entirely." He said, "I told you you have a chance of getting it for Griffith's rent."

15662. What was the rent then?—Mine, £60. Mr. Griffith's rent was £28. "At any rate they can't put beyond £40 on it," said Mr. Walker. I settled

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with Griffith, and remained there until his time was up.

15663. Mr. SHAW.—What happened then?—In 1847 there was a terrible crash in this town and all over Ireland, in which I lost £47,000 myself. I was obliged to go to America, and I let the land for £10 a year.

15664. Still remaining the tenant?—Yes; and I came back in 1855, at the close of the Crimean war, when all the produce of the land was up from 40 to 50 per cent., and Mr. Smith, who is now the agent to Lord Enniskillen, was then the local agent. I heard he was anxious to get this old house to himself and repair it; so when I arrived he put on £60, for the lease had run out in the meantime. That was on 4A. 2R. Mr. Wynne put on £6 on the 1A. 2R., and my rent since is £66 in all.

15665. Was it continued still at the £60?—Yes.

15666. CHAIRMAN.—On lease?—I was offered a lease, but I refused to take it from old Mr. Kinthead. When his lordship came to Clifteney I went down to meet him, and I met Mr. Smith and Mr. Kinthead there. His lordship came over and gave me certainly a warm shake-hands, and I just stated my case as I am stating it to your lordship. He said, "I will see you at Mr. Kinthead's, and I will see the place as we are passing by; but at any rate we will give you a long lease," and I said, "Not at any rate I will not have a lease at that rent," and breakfast was announced, and I felt so annoyed that I would not accept the honour of taking breakfast with his lordship. I spoke to Mr. Ashley frequently, and never got an abatement of rent. In 1879 Mr. Ashley allowed £10 for repair of roof; it cost £20 2s. 6d. In 1880 he allowed £5.

15667. Mr. SHAW.—How many acres are there?—Six acres. Only 4A. 2R. belong to Mr. Ashley.

15668. And a good house?—No; a wretched old house. I laid out a large sum on it.

15669. What would you consider a fair rent for it?—I would consider £40 a year a fair rent for it in these times.

15670. Would it bring more if it was in the market?—Not more than £40.

15671. But you have made the improvements entirely?—It would not let now, if it was as I got it, for £30 a year. I laid out over £1,200 upon it. When I took that I took a small little field of about an acre and a half, including half a garden—one part Mr.

Wynne's and another Lord Palmerston's. The little garden was a swamp, and not worth anything, and I reclaimed this acre and a half of garden. I proved in Court that I laid out more money on the place than would purchase double the fee-simple of it; and after having it a nice field, Mr. Wynne sent his clerk to value it, and he put £6 a year on it. I said "Why," and he said, "I cannot help it. I must value it as I find it there," and I paid £6 a year for it. At the time of the Election in 1868—I always voted on the Liberal side—I opposed the landlord, and Mr. Olphert served me with a notice to quit, and got a decree. The whole town was indignant at it, for all knew what I had laid out on the place, and the consequence was that this was sold when Mr. Wynne was selling his property in Dublin, at £170, and that £170 ought to go into my pocket, for the place was not worth anything when I got it. It was sold in the Landed Estates Court to a gentleman in Sligo.

15672. And you got nothing for your improvements?—Not one farthing.

15673. The O'CONOR DON.—When did that happen?—That happened in 1868 at the time of the election. They did not know what to do, and they could not annoy me more than to take that from me. It was talked of all over town. The place was sold in Dublin to Mr. Higgins for £170, and that £170 ought to have gone into my pocket except £1 an acre.

15674. CHAIRMAN.—That was called a townpark?—It could not be called a townpark, it was a swamp.

15675. Mr. SHAW.—You made it what it is?—Yes, and I asked the barrister not to execute the decree until I saw Mr. Olpherts; and I saw Mr. Olpherts, and asked what he meant to do with the field. He said I mean to take proceedings this very day, and I said, that is very smart. I asked Mr. Olpherts was there any rent due he knew there was not. I said, Mr. Olpherts that is robbery, you might as well go into my field and drive my cattle off. I said, you are worse than Mr. Scully. We often heard of him, he was shot at the time. This day came, and I was waiting for the police to take possession, but the sheriff did not come; Mr. Olpherts thought better of it.

15676. But the man who purchased it took it up from you?—No; I am paying £6 a year for my own outlay.

15677. It was not that Mr. Wynne turned you out?—No; I don't think he would do it.

Mr. William
Clarke

Mr. WILLIAM CLARKE examined.

15678. CHAIRMAN.—You live in the neighbourhood of Sligo?—Within a mile of Sligo.

15679. Are you a farmer?—Yes, a land surveyor, land valuator, and tenant farmer, extensively employed in the counties of Leitrim, Sligo, and Roscommon, in valuing dividing and subletting land.

15680. You do all Mr. Wynne's business?—Yes.

15681. Have you any point you wish to bring before us as to your own holding?—No, nothing about my own holding. I hold it at my own valuation, and I have no reason to complain.

15682. Mr. SHAW.—Are the rents raised on the properties you value?—At the expiration of a lease and subdividing, what we call rundale.

15683. Squaring farms?—Yes.

15684. Do you know a man named Milmo in your neighbourhood?—Yes, he is a tenant of Mr. Wynne and has a very good farm.

15685. His rent was raised when he went into it?—When he was declared the tenant it was raised £6 over the old rent.

15686. Is that the habit on the estate?—It is generally done when there is a new tenancy.

15687. CHAIRMAN.—Does the tenant coming in know there will be an increased rent?—Yes, decidedly. This man was glad to get it at that, he replaced his uncle.

15688. Mr. SHAW.—His uncle purchased from Mr. Fawcett?—Only a little field by the side of the

road. He gave Mr. Fawcett some little fee for giving it to him.

15689. Had his uncle improved the land very much?—No, he improved it nothing, it is the next farm to mine.

15690. £6 rise was put upon him?—He holds twenty acres at £3 and it is a cheap farm.

15691. Are they Irish acres?—Yes, and in a beautiful locality, with turf and water free and near the town, just beside my own place.

15692. The O'CONOR DON.—If he were allowed to sell his interest, would he get a good sum?—When the Bill of 1870 was passing through the House of Commons, I was consulted on the clause respecting the value of use and occupation, and the very figures I reported were put into the Bill. Mr. Milmo would get that now for his farm.

15693. How much is that?—five years' purchase.

15694. Mr. SHAW.—Are the tenants allowed to sell on Mr. Wynne's property?—They are, and if they are not able to get a man to buy, he buys himself. On several occasions I have awarded them three years' purchase. We generally give them three years' purchase. Very seldom a case like that happens, for we have not lost any tenants except two or three since the famine, and they went to America to benefit their condition.

15695. The O'CONOR DON.—Does he allow them to sell to the highest bidder?—Generally they sell to an

adjoining tenant or neighbour. Mr. Wynne does not like to introduce new tenants.

15696. He restricts the sale to his own tenants?—Yes, he confines it to his own tenants.

15697. Mr. SHAW.—But he allows them to sell outside if a tenant does not wish to buy?—No, he buys himself, and when we buy we divide and give it to the adjoining tenants.

15698. And put on a little increase of rent?—In proportion to the outlay.

15699. The O'CONOR DON.—Does he limit the price?—No.

15700. When he buys himself he must put some limit?—No, he gives the highest the man can get. Mr. Wynn gave permission to a tenant to sell, and I consulted a neighbouring tenant, and he mentioned a sum of money, and Mr. Wynne said I will give you that.

15701. Mr. SHAW.—There are no evictions on the property?—No.

15702. And the rents are well paid?—Yes.

15703. There are high rents in some parts of the country?—No doubt of it. The greatest loss of all to the tenantry of Ireland was the Incumbered Estates Court.

15704. The new men?—Yes.

15705. That want to have the highest interest they could get?—That just went in to make as on merchandise. I valued extensively for Sir Gilbert King in Roscommon and Sligo.

15706. Are his rents high?—They are reasonable and well paid.

15707. Is it poor land?—No, it is grazing land. At the time of the famine there was no tenantry in this country could stand out better than the men who were grazing.

15708. Are the farms large?—No, they are tolerably large. Small farms are the ruin of Ireland.

15709. The tenants are able to live there?—Well able.

15710. Does he allow them to sell?—I think very few wish to sell.

15711. They don't want to sell?—They don't want to sell, but there are some parts of Ireland that the farms are so small it is impossible to live on them. They are too small.

15712. And highly rented?—Highly rented. Any man who can keep half a dozen cows in this country, can live well on the rent he has to pay. Cows and calves and butter are doing very well these times. I know several farmers on Mr. Wynne's estate who pay their rent with calves alone.

15713. Has there been much improvement?—Yes.

15714. By the tenants?—Yes; he encourages them very much.

15715. Does he help them with timber and slates?—He gives them plenty of timber—he has plenty on his property.

15716. The O'CONOR DON.—Does he encourage them in any other way?—The present man does not take so much interest in that way as the Right Hon. Mr. Wynne. The Right Hon. John Wynne was exceedingly careful of his tenants, but the present man does not take quite so much interest in them.

15717. Do you think the Land Act has had any effect in making landlords do less than they did before?—I think it had, I think I know a great many cases in which they were very well paid by their use and occupation.

15718. CHAIRMAN.—Do they put home timber in the roofs of houses?—Yes; it is largely used for roofing under thatch. Larch is a very permanent timber.

15719. The O'CONOR DON.—I suppose most of the houses are thatch?—Yes; most of them, but the slated houses are increasing.

15720. CHAIRMAN.—When they slate the houses do they use the home timber?—No, not for slates. A revision of the tenement valuation would be a very important thing for this country. When the tenement valuation was first made—I remember the time very well—it was not intended for any purpose but local taxation, and it did not signify anything whether it was a million higher or lower, it did not add to the local taxation.

15721. The O'CONOR DON.—You think the tenement valuation is now very unequal?—Yes, and I think when it was first brought out, there was a tariff of agricultural produce, and everything has changed since that. Beef 40s. a cwt, and so on, but these things have all nearly doubled now.

15722. You think the tenement valuation is very low?—Yes, compared with the present standard, it might be very good for the scale it was laid down upon.

15723. CHAIRMAN.—Do the people generally, through the country, take the Government valuation as the fair value they should pay?—The local taxation is taken on it. The people think the Government valuation was done by the Government, for the purpose of rent, but it has no relation to rents at all.

15724. Mr. SHAW.—You think it should be revised?—Yes, if you make any use of it, it should be revised.

The Commissioners then adjourned.

Oct. 18, 1880.

Mr. William
Clarke.

TWENTY-SECOND DAY—TUESDAY, OCTOBER 19, 1880.

Oct. 19, 1880.

The Commissioners sat, at 11 o'clock, in the Courthouse, Castlebar.

Present:—The Right Hon. the EARL of BESSBOROUGH, Chairman; The O'CONOR DON, and WILLIAM SHAW, Esq., M.P.

Mr. JOHN CREAN, Ballina, examined.

Mr. John
Crean.

15725. CHAIRMAN.—You are Lord Arran's agent?—I am.

15726. Of the Mayo and also the Donegal property?—Yes, my lord.

15727. We have had some evidence as to the Sligo property?—Donegal property, I think, my lord.

15728. Yes. From some tenants, and also from Mr. Jackson. At Donegal there were several tenants appeared, and they entered into the question of the rising of the rent, some years ago, 1857 was it?—1854, my lord, the valuation of Brassington and Gale was made in 1857 in Donegal, and 1854 in Mayo.

15729. We will take the Donegal first, as to some points that were mentioned there, and on which Mr. Jackson gave some explanations. The first question they raised was as to the raising of rent at that

time, which they seemed to consider was a very heavy rise on them, making the rent as they say beyond the value that they are able to pay?—Lord Arran employed the firm of Brassington and Gale. Mr. Gale came down and valued the estates in Mayo, and afterwards in Donegal, and the principle on which that valuation was made was live and let live. That was Lord Arran's directions to Mr. Gale. I know in some cases the rent had been under the valuation, in other cases in excess of the valuation, and the tenants agreed to pay that increased rent, and in Mayo the increase was put on all at the same time.

15730. We will keep to Donegal first?—In Donegal, although not acting as agent then, Mr. Sims was the agent, I was employed under Mr. Sims in Ballina, and I am aware that in order to make the increase,

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then put on by Mr. Gale, easy on the tenants it was spread over a number of years.

15731. They say when the first rise was made they did not know what the rises would be in other years?—I believe not, they alleged afterwards they were never told what the full rise would be.

15732. So Mr. Jackson said and he regretted that they were not told at once what the total rise would be?—I was of that opinion myself when dealing with the tenants afterwards.

15733. From your experience of lettings, do you say the rents are not excessive for them to have paid considering the circumstances of the last few years?—I would say, taking the last couple of years which were very bad, that the rents were high, but in prosperous years the rents were not too high.

15734. But these were years that were rather out of the way bad, the last two years?—Oh, they were, my lord.

15735. I think the time of the valuation was rather a good time in Ireland?—I should say so, my lord, although I have no distinct recollection now.

15736. Well, amongst them there were a good many who were very closely round the town of Donegal?—A great many, my lord.

15737. I suppose it may be taken that they were valued highly in comparison with those more distant?—I don't believe they were, except persons holding as townparks.

15738. That seemed to be the case, and they say they were too far off to be really considered townparks, and that they were, in fact, farms. What you would call a townpark would be land held in connexion with a house in the town?—Yes, and in close proximity to the town; we would consider them townparks.

15739. The next point they have is the twenty-five per cent. that was put upon a new tenant who came in by purchase?—Yes, my lord; Lord Arran considered that, after a period of twenty-one or twenty-two years, some increase ought to be put on, considering the time the valuation was made, that the incoming tenant ought to pay an increased rent; twenty-five per cent. would not, after all, be twenty-five per cent. added to the rent, when we take into account that, since the passing of the Land Act, the landlord has to allow half the county cess for holdings valued over £4 a year, and, under that, the whole cess, which was a considerable item in connexion with Donegal, where the cess is very high.

15740. There was another point as to the valuation which was, that, in the opinion of the tenants, the farms were valued exactly as they stood, and that, therefore, their improvements were included in the valuation, and that they were, therefore, paying rent upon the whole of their own improvements?—I should say, my lord, that, taking into account the fact that there was no increase put on for twenty-four or twenty-five years, they had the benefit of their own improvements all that time without any increase of rent being put on.

15741. I suppose the case was that Brassington and Gale valued the farms exactly as they stood in 1854?—Yes; they have been very much improved since; there was very little improvement then, because most of his lordship's property was held in rundale system, and Lord Arran went to considerable expense to have the holdings striped.

15742. Was the fencing done for them, or were they assisted in fencing when the lands were striped?—I cannot say as to the Donegal estate.

15743. The O'CONOR DON.—Did they hold in rundale up to 1854?—I believe most of them did.

15744. CHAIRMAN.—Was the valuation made upon it when it was in rundale?—In some cases it was.

15745. The O'CONOR DON.—Was not the valuation made in 1854?—1857 was the time that Mr. Gale valued the Donegal estate; in 1854 he valued the Mayo estate.

15746. CHAIRMAN.—Well then, they say that they

were told that there should be no rise of rent for twenty-one years, when they were dissatisfied with the third rise that came?—Yes, my lord.

15747. They considered that a rise upon an incoming purchaser was, in fact, a rise upon themselves, because it reduced the value of their tenant-right?—I am only connected with the Donegal estate for ten years, and I have never given the subject of the tenant-right question very much consideration, inasmuch as it did not exist on the Mayo estate.

15748. That evidently would be the case. I think Mr. Jackson gave some explanation, which was that the price obtained for the tenant-right had been so very high that Lord Arran said it was evident there must be a considerable value over and above the existing rents to enable people to give these large prices?—It was for that sole reason alone that Lord Arran, when he saw the enormous prices given for the tenant-right, insisted on getting something approaching the value of his land from those incoming tenants.

15749. He reckoned the twenty-five per cent. would cover what he would consider was a landlord's share in the interest of the farm?—You see it would not be twenty-five per cent. after all on the whole rent since the Land Act was passed, which regulated the payment of county cess by the landlord when a new tenancy was created.

15750. Does Lord Arran pay the whole county cess, or half?—Wherever new tenancies have been created since 1870, in all cases valued under £4, we are obliged to allow the whole county cess, which is three times more than the poor-rate; and in cases over £4, we allow half the county cess, and that twice a year, which is a large sum. In some cases, I should say very nearly the greater portion of the twenty-five per cent. is swallowed up by it.

15751. In small cases?—In small ones nearly the entire, my lord.

15752. I don't think I have any notes close enough of statements respecting any particular holding?—I don't think they go, any of them, beyond this, that the rent is high in comparison with the Government valuation. I believe it exceeds the Poor Law valuation.

15753. Oh, yes, very much, and that is what they put forward?—I did not come prepared to give evidence on that, knowing that Mr. Jackson would be examined at Donegal, I only came prepared as far as the Mayo estate is concerned, but from my knowledge of the Donegal estates, the rents are about 22 per cent. over the Government valuation.

15754. Hugh McGinty, Finnybawns, he held 9 acres, that was one of the cases where it was raised 25 per cent. ten years ago, but the original Government valuation was £6?—His Poor Law valuation is £7 15s., and, therefore, his rent is about 25 per cent. over the Poor Law valuation.

15755. That is now £9 14s. 6d.? Is that close to Donegal?—It is, I think, within three English miles.

15756. That seemed to be one of the largest, and he said that arose from the 25 per cent. on a sale, as he bought, I suppose that is the cause?—Very likely, whenever the tenant purchased, Lord Arran insisted on getting that increase.

15757. Can you turn to James Smullen, he had 40 acres?—He got a large farm a short time ago, he is a hotel proprietor in Donegal. Its Poor Law valuation is £27 10s.; his rent £30 10s.; and he is allowed one-half county cess.

15758. Did he buy in?—He bought under the Ulster Tenant-Right Custom.

15759. Well, then, as to the Mayo estate, the Mayo estate is about 23,600 acres?—I got one of the query sheets, which I have filled up and returned, which may shorten matters.

15760. 23,659 acres?—Yes, my lord. That is the extent of what is in the occupation of agricultural tenants, it does not include leasehold property or fee-simple property, which is very considerable on his lordship's estate.

15761. Now, there was a great deal said about the

poor-law valuation and existing rents; what is your opinion of the proportion that should exist between rents and the poor-law valuation?—I have made several calculations, my lord, in the last couple of years with respect to the tenement valuation on his lordship's Mayo property and the rents paid, and I find in the three Poor-Law Unions in which the Mayo estate is situated, I find, taking the average, the rent is about 18 per cent. over the poor-law valuation.

15762. First of all I would ask you, whether you consider that the poor-law valuation is a proper criterion of rent?—In some cases it is and in some cases it is not, for mistakes have been made.

15763. It is not equally placed on different holdings in different parts of the country?—It is not, my lord.

15764. I suppose equally placed as regards the tenants who would be paying the same rates?—As regards paying the rates it is.

15765. It is fair as regards paying the rates, we are told by Mr. Ball Greene?—It is, my lord, except where mistakes have been made. Mistakes have been made I know myself. In fact the poor-law valuation was set down at such a figure that, when you compare it with the rent and the rate per acre, you will find two men paying the same rent and having the same class of land, stretched by each other, and the poor-law valuation will differ very materially.

15766. The O'CONOR DON.—You find it differing in the same townland?—Yes.

15767. Therefore it is not uniform?—No, I say mistakes must have been made, but, on the whole, it was very fair.

15768. CHAIRMAN.—That rate on the Mayo estate has been for the last twenty-five years?—It has, my lord, they have never been increased since, except by new tenants coming in.

15769. But there is no tenant-right, no sale?—No.

15770. Well, how long did you say you had been here?—I have been about twenty-six years in connexion with his lordship's Mayo estate, ten years of which I have acted as agent.

15771. Are you aware of any great objection to the rents before the last few bad years?—I never heard an objection until the last couple of years, until this agitation commenced.

15772. And were the tenants pretty comfortable?—They were, my lord, and so much so that scarcely, if ever, was there any arrear due up to the last couple of years. One half-year's rent was always paid before the other became due.

15773. Do you think they were obliged, from the last few years, to reduce their stock very much in order to meet their rents?—I believe so, the last couple of years told very severely on the smaller class, and indeed on the larger class.

15774. That affected their position altogether as to paying rents afterwards, because a diminution of stock would diminish their power of making manure, and the land would get into bad order?—It would.

15775. Do you observe that the land has deteriorated from the wet of those seasons?—I experienced that last year, a very wet season, and the crops suffered very severely.

15776. Do you think the grass lands suffered?—They did, to this extent. In the summer months when cattle would be expected to get on very well, the weather was cold and wet and stock suffered; the grass did not grow so well. This year was an exception, because it was a good year compared with the last couple of years.

15777. The O'CONOR DON.—Is there much grass land on Lord Arran's estate?—Only three grass farms.

15778. CHAIRMAN.—Is this land generally near bog?—Portions of it is.

15779. Portions of cut-away bog?—Portions of cut-away bog.

15780. And they continue to enclose land as the turf is cut away?—When the Mayo estate was striped

all this bog land was striped in with the tenants' holdings, and each tenant got about six or eight acres of this reclaimed bog together with his holding, at about 2s. 6d. an acre. Oct. 19 1880.
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15781. The O'CONOR DON.—On the understanding that he was to reclaim?—Yes, and I have known tenants who have reclaimed that bog land, and are holding at that rent since, and the greater portion of the rent of the arable holding was paid out of the produce raised from that reclaimed land, and no increase of rent was put on.

15782. Have they ever sublet that for conacre?—Very rarely, except a tenant, from some circumstances getting into difficulties, might let his land to his neighbour.

15783. And in such cases what rent would he get for that reclaimed bog?—I have known instances, I am speaking with reference to the arable as well as the reclaimed land, where a tenant would be obliged from some cause or other to let his land in conacre for a year or two, and where he was paying £1 an acre he often got £3 or £4 from his neighbour for the crop for one year.

15784. Is there any custom of making advances towards improvements by tenants on Lord Arran's property?—Since the passing of the Land Act very few landlords do so, and Lord Arran did not feel himself justified in making any improvements.

15785. But it was a custom before that time?—It was, my lord, for a series of years his lordship had expended a sum of £6,800 for improvements on his tenants' holdings on the Mayo estate.

15786. Between what dates was that?—For twenty years up to the passing of the Land Act.

15787. In addition to that he borrowed money from the Board of Public Works?—Very large sums during 1847 and 1848 for the purpose of drainage.

15788. As to the £6,800, was any interest charged to the tenants?—Not a sixpence.

15789. As to the Public Works loan money?—Nothing.

15790. Have there been any cases of rent being raised on improvements made by the tenants?—Not one, to my knowledge.

15791. No change of rent on a change of tenancy?—There is on the Mayo estate when a new tenant comes in.

15792. Do you consider the death of a tenant and the incoming of the son or widow a change of tenancy?—Oh, no, because after the tenant dies his widow is kept on, for reasons which we found necessary in Mayo, to keep her on as long as she lives. If it is not so they are treated in their old age badly by their sons and daughters, if they are not continued as tenants.

15793. Then, when you speak of a new tenant, you mean a tenant unconnected with the family?—Yes.

15794. CHAIRMAN.—In the year 1846 was there assistance given for getting people's houses separate for themselves, new houses being constructed for them?—I am not aware in 1846, but I know immediately after the valuation was made in 1854 most of Lord Arran's property was then striped, and Lord Arran assisted the tenants in every way in the shape of giving them new doors and windows for their houses, where they were obliged to build new houses, and in that way a considerable part of the sum of £6,800 was expended, and partly in making roads.

15795. Was part of the £6,800, timber given from his woods?—No, in addition to that there was a large wood near the town completely cut down for the purpose of supplying timber for roofing.

15796. Was that given free?—Yes, and at present any tenant on his lordship's estate has any timber he may require for roofing, or ladders, or gates given free, merely except a small thing charged for the man who cut it down, perhaps 1s. for a cartload of timber.

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15797. Have there been many cases of eviction since you came on the property?—I don't know whether you can call it eviction or not, but only one man was turned out within the last ten years, and it had reference to a tenant who disposed of his holding, contrary to the wishes of Lord Arran, and went to America, selling his interest. I may tell you that one of the rules on the estate was that on a tenant parting with his holding the adjoining tenant got a preference.

15798. I thought you said they were not allowed to sell?—No, and this tenant did it contrary to the rules. We were obliged to serve a notice to quit and evict the holding. The incoming tenant who was evicted filed a land claim, and, of course, got nothing for it, and the adjoining tenant got the holding.

15799. The O'CONOR DON.—Did the man who paid the fine lose it? He did.

15800. CHAIRMAN.—How is the turbary, is that given free?—Given free to every tenant on the estate.

15801. Is that given as far as they want it for their own holdings?—Yes.

15802. Are they given it to sell?—They are not, but I am afraid they do sell it. In a large estate, convenient to a town, it is impossible to keep them in proper bounds.

15803. Do you try as much as you can to have the turf cut away, so that it shall fall in with the holding?—We do, my lord, and for that purpose Lord Arran, about twenty-seven years ago, appointed a staff, of estate superintendents, whose duties were to show each tenant the proper management of his holding, and so on, and that system has been continued up to the present.

15804. What sort of improvements are they that tenants speak of when they speak of reclamation of land?—The breaking up of mountain land, draining, and fencing.

15805. And they rarely thorough-drain it?—Yes.

15806. You would not call making open cuts an extensive improvement?—No; not an extensive improvement, but it is an improvement.

15807. The O'CONOR DON.—Do the tenants thorough-drain?—Not a great deal, but they are doing it for the last twenty-five or twenty-six years.

15808. With stones?—In some cases they do.

15809. How do they thorough-drain bog lands, if they are not open drains, what sort of drains are they?—In some cases they will cut large turf sods, and when the drain is wide enough it goes down and remains there, which is considered a better system than putting stones in.

15810. CHAIRMAN.—I have heard Lord Arran gives assistance in other ways to his tenants in the way of medical aid?—He does, my lord, and I have particular directions from his lordship never to allow any of his tenants to be without medical aid, as far as it is possible to give it, and every application made to me has been attended to.

15811. In cases of men being ill and going into workhouse hospitals, has he made allowance to them?—He pays for their maintenance, and I think he is the only exception in the country. I represent one division in the Ballina Union, and I have a knowledge of what is done in that respect.

15812. What unions does the property lie in?—Ballina, Castlebar, and Kilkala.

15813. Then, in fact, he there pays towards the poor rates?—Yes; and very heavily too. He saves the rates in that way. They never become a burden to the rates of the union.

15814. To go back again to the reclamation, can you tell us how much of late years has been reclaimed by means of these additions to the holdings?—I think about 500 statute acres on the Mayo estate.

15815. The O'CONOR DON.—During what period of time?—Since 1854.

15816. Since the land was striped?—Since the land was striped.

15817. CHAIRMAN.—And has any rent been added in respect of the land reclaimed?—Not one sixpence to any of the old tenants.

15818. Was there free turbary before?—They have free turbary besides in every townland. Very few tenants cut the turbary on their own holdings; they take advantage of what is kept for other tenants in his lordship's hands, that is not measured at all.

15819. Tenants at a distance?—Yes; there is a large tract of this mountain land kept apart from the tenants' holdings in which they cut their turf every year rent free.

15820. What do you think is the general value of this cut-away bog that they hold without an addition of rent?—It is generally valued at from 15s. to £1 an acre.

15821. That is nearly as much as their rent?—From 1s. to 2s. 6d. an acre was the valuation put on it by Mr. Gale in 1854.

15822. If that land is worth £1 an acre, I suppose it is pretty nearly as much as the rent of the other land?—With very few exceptions—of course I don't include land in the vicinity of a town—£1 2s. 6d. is the average of rent on his lordship's estate, in some cases it is £1 5s. or £1 7s. 6d., but the quantity is very small compared with what is let at 22s. 6d.

15823. And this you still say is carried on under these superintendents?—It is.

15824. And do they give advice as to the systems of drainage?—Always. I am very sorry to say that since the passing of the Land Act they are not taking instruction in the same manner in which they took it before.

15825. We have been told in some places that the Land Act gave an impetus to tenants' improvements at first, but that of late years it seems rather to have checked their desire to improve?—On Lord Arran's estate, in some cases, the tenants will not take instructions now from the estate superintendents, and we find it very difficult to get them to do what they would do before the passing of the Land Act.

15826. Do you think that arises from some cases decided in the courts, that they think they are not secure in their holdings?—The only reason I can give for this is that in the majority of small holdings, many of them would be disposed to join their friends in America, and only wanted an opportunity of being served with notices to quit and get a claim for compensation. They will do nothing but what they like themselves.

15827. The O'CONOR DON.—And in the way they like themselves?—Yes.

15828. Have there been many changes in the tenancies on Lord Arran's estate?—Very few. In Mayo, I don't suppose there has been a dozen for the last twenty years.

15829. No consolidation of farms?—No; except a tenant left to go to America, when the adjoining tenant got the holding.

15830. Have there been many such cases?—Not above a dozen. We have been obliged to do so because the holdings are very small, out of 596 tenants on his lordship's estate there are 408 not paying £10 a year.

15831. CHAIRMAN.—Are there any large holdings?—Very few.

15832. Are there any holdings on lease still?—There are.

15833. Any given of late years?—None given lately, in fact the tenants on his lordship's estate did not care about taking a lease. Lord Arran in some cases preferred they would, but they did not care about it, for in some cases the expense is high.

15834. Are there many old leases on the estates?—I think there are only four agricultural leases in connexion with his lordship's estates, one of which will expire in next November. They are generally for twenty-one years.

15835. Are they held in their own hands by the

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tenants generally?—They are, my lord. No under-tenants.

15836. The O'CONOR DON.—What do you mean by saying the expenses are high?—The charge from £12 to £14 by the solicitor for preparing a lease.

15837. Do you mean to say the solicitor charges from £12 to £14 for a lease for a small holding?—Yes; it does not matter whether it is small or large.

15838. CHAIRMAN.—Is that a solicitor's charge?—It is.

15839. The O'CONOR DON.—That would amount to perhaps a couple of years' rent or more?—Except in cases of £40 or £50 a year, and over that tenants would never think of taking a lease at all.

15840. CHAIRMAN.—Why should there not be a common form of lease without the intervention of a solicitor at all?—I don't know, except it would be very hard if your solicitor had been acting for you for years, and he found that sort of thing going on he would not like it.

15841. Or an arrangement to do it for moderate fees?—I should say if a question turned up in the courts when any clause of that lease would be put in force, I understand it should be prepared by a solicitor, there is no other individual except a professional man can prepare a lease.

15842. What I mean is, prepared in common form by a solicitor, and printed and applied in all cases, and if there should be anything very special a solicitor might be brought in?—He would have to go over the whole thing himself again, notwithstanding that they were printed.

15843. All he would require would be the particulars of the holdings and the measurements?—Nothing else, my lord, nevertheless the charge would be the same.

15844. The O'CONOR DON.—And the result is he gets no custom?—The tenants refuse to take the leases, don't want them, especially since the Act of 1870.

15845. CHAIRMAN.—Is there any extent of reclaimable land on which there might be improvements on a large scale?—There is, my lord.

15846. Is that land that would be available now for it or only when the turf has been cut away?—A good deal of it is fit for reclamation at present, but the larger quantity cannot be reclaimed until the turf would be cut away.

15847. Do you speak of that in connexion with tenants' holdings, or apart and separate from tenants' holdings?—Apart and separate from tenants' holdings in his lordship's own hands, and I may add that over that very large tract of mountain land the tenants have the right of commonage for their cattle.

15848. At a very low rate?—Pay nothing, except in a few cases where Mr. Gale, in 1854, valued these mountains, where they were very good for grazing purposes, and immediately in connexion with the tenants' holdings. In other places where it is set apart for turbary for the tenants they have the right of grazing.

15849. But on these mountain lands where you say the land is good?—The grazing is let specially to the tenants. Perhaps one tenant would have a couple of thousand acres of mountain grazing.

15850. They would resist very much giving that up for the purpose of reclamation?—They never would be able to reclaim anything in connexion with that. They know it pays them better to keep it as grazing, they till a little portion along the banks of rivers to grow potatoes.

15851. But what I mean is that if there was going to be a large reclamation, there would be very great difficulty in getting this land out of the hands of the tenants who have the advantage of the grazing?—There would my lord, we should give it to the tenants themselves.

15852. By measuring off parts and tenants having assistance to reclaim?—Yes.

15853. And you think that would be the best

prospect of improvement do you?—I believe it would my lord.

15854. Has there been much planting on the property?—Lord Arran has gone in extensively for planting since he got possession of the estate about thirty five years ago, particularly since he employed the estate superintendents, nine or ten acres a year has been planted by his lordship on very rough land, mountain and bog.

15855. I suppose none of the large tenants plant?—Never.

15856. Or apply themselves to do so?—Never, except a few trees perhaps planted in a garden for shelter round the house. And in that way his lordship has given a vast deal of employment to the tenants who had small holdings, and could afford to devote some of their time to this reclamation before the trees were put in, the drainage and fencing of these waste lands.

15857. Do you think that there has been a very proper feeling between landlord and tenant up to late times?—Well as far as getting them to make any improvements or keeping their places in neat order, such as limewashing their houses a couple of times a year, and keeping away their cattle and pigs from their dwelling-houses which the sanitary system obliges them to do now.

15858. But I mean by good feeling between them that there was no trouble between landlord and tenant up to a late period?—Not on Lord Arran's estate.

15859. If there is any complaint now, I don't say there is, do you think that has arisen during the bad times?—There are a few complaints now as to rents only, since this agitation has got up in the country; up to that time Lord Arran and his tenants were, and are still, on the very best terms, although he had no residence in the country, and was obliged to live away, still the entire management of the estate was under his control for years, and he visited the tenants every year until last year, when he became ill.

15860. Do you communicate with him about the management of the estate?—Almost every day my Lord.

15861. Mr. Jackson told us he communicated with him about the Donegal property?—Donegal property, there is a portion in Sligo, but it is all under lease.

15862. Can you give us any information as to other properties in the neighbourhood?—Nothing beyond the answers I gave to the queries which were submitted, which embraced everything with reference to the valuation and rents of the district in which I reside.

15863. Or as to anything which strikes you as requiring amendment in the Land Act?—I don't know that there is anything except the fixing of what would be considered a fair rent, that is the great thing we have to contend with now, I think if we had a fair rent to start with matters would be settled in the country.

15864. That is of course the great difficulty, how would you get over that difficulty, from the experience you have had, what would you recommend?—I think we ought to have a revaluation of the entire property in Ireland, and fix the rents afterwards.

15865. Do you think the tenants are led to dissatisfaction from the name of Government valuation given to a valuation which landlords do not consider to be a fair criterion?—I know in connexion with Lord Arran's estate, the tenants some of whom are paying eighteen or twenty, and in some cases twenty-five over the Government valuation, are the very best tenants we have on the estates, and persons who have paid the last gale of May, 1880; whereas tenants who have their lands under the Government valuation in the same district owe some one and a half, and others two years rent.

15866. How is it they are under the poor law valuation when the estate was all valued at the same time?

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—That was by Mr. Gale, he did not take the poor law valuation into consideration.

15867. How did they come to be left below it?—I don't know, unless perhaps the valuation in such cases was considered to be too high. If the tenants would only agree among themselves to pay the Government valuation on Lord Arran's estate, I don't think he would be much the loser by it.

15868. The O'CONOR DON.—There must have been a mistake either by Mr. Gale or by the Government valuator; and you think it must have been by the Government valuator?—Yes. Mr. Gale went very carefully over the estate, and put different prices on the different qualities of land.

15869. CHAIRMAN.—How would you arrive at this fair rent?—I don't know, my lord, except the Government would interfere.

15870. Value again?—Yes, my lord, a fresh general valuation. I am afraid if it is left to the landlord and tenant to fix what would be considered a fair rent, they would never agree, and it would be very difficult to arrive at a conclusion, particularly on estates like Lord Arran's, where there are a number of small tenants.

15871. The O'CONOR DON.—Were the rents well paid last year on Lord Arran's estate?—They were not.

15872. Did he give any reduction?—He gave 10 per cent., but the tenants did not avail themselves of it.

15873. CHAIRMAN.—Would you say, fairly, it was

very difficult for them?—Very difficult. We got no rents at all, I may say, except from leasehold tenants.

15874. The O'CONOR DON.—Do you think that was due to the inability of the people to pay, or their unwillingness?—Their unwillingness had a great deal to say to it, I believe.

15875. CHAIRMAN.—Were the tenants generally, do you think, in debt to the traders of the neighbourhood?—I believe they were.

15876. And very much pressed by them?—I think they were. And particularly since the Land Act was passed they have been afforded facilities for getting into debt now which they never had before. I know that traders forced people to take things they never required when the times were prosperous.

15877. The O'CONOR DON.—Have you commenced the collection of the autumn rents?—Yes; and they are paying better than they did before.

15878. Are you allowing any abatement this year?—Lord Arran has consented to allow 10 per cent. to those tenants who did not pay last year on their paying up the 1879 rent.

15879. Are many availing themselves of that?—I think they are. Between this and Christmas they will all pay up. Lord Arran regretted very much he was not in a position to be among his tenants often, owing to having no family residence in the country. The family residence is leased, and leased before his lordship got the property into his own hands.

The witness withdrew.

Mr. JAMES SCOTT, Woodbine, examined.

15880. The O'CONOR DON.—You are Sir Charles Gore's agent?—Yes.

15881. And what is the extent of the estate over which you are agent?—About £10,000 a year. I don't know the total acreage.

15882. Chiefly in the hands of small tenants?—Small and large tenants.

15883. Is there any right of sale permitted on that estate?—Yes; Sir Charles does not stop a sale.

15884. Has that always been the custom on the estate?—Since I became agent it has.

15885. I forget if you stated how long you had been agent?—I am about 1½ years agent.

15886. Has that right of sale been taken advantage of very much?—The tenant gets the right of sale on condition that he pleases the landlord with the incoming tenant.

15887. Is the sale restricted to a tenant on the estate, or can he sell to anyone?—Yes; if the landlord is satisfied with the incoming tenant—that he is solvent and of good character.

15888. And there is no interference with the amount of money given?—No.

15889. And no inquiry made as to it?—No.

15890. Have you known many instances of sales?—Only two; but I am acquainted with other properties in the neighbourhood.

15891. And is there the same rule on these other properties?—Yes.

15892. In cases where sales have taken place, how many years purchase was given?—On an average seven years.

15893. Has there been any sale in the last year?—No.

15894. Do you think the recognition by landlords of this right of sale is on the increase or decrease?—I don't think it is either—well, I think it is more on the increase.

15895. More on the increase since the passing of the Land Act?—I would not say. I think it is the same. I don't think the Land Act made a change.

15896. Are there many leases on Sir Charles' estate?—There are not many; about five per cent. or so of his tenantry.

15897. Is the granting of leases increasing or decreasing?—It is not increasing since the passing of the Land Act. They don't want leases—in fact, the

leases we give are to Scotchmen, and large tenants, or people of that sort.

15898. More to the larger tenants?—Yes.

15899. The smaller tenantry don't value a lease?—They would not take it.

15900. Is there much expense attendant on the drawing out of leases?—Yes; the leases we give generally cost from £5 to £7.

15901. The legal expenses?—Legal expenses.

15902. You always place them in the hands of a solicitor?—Yes.

15903. Every individual lease is handed over to a solicitor to draw out?—Yes; and the tenant pays.

15904. Don't you find the tenant has an objection to that?—No; it is always the custom.

15905. Do you think that has anything to do with their disinclination to take the lease?—No; it is the passing of the Land Act that has prevented them.

15906. In your opinion is the condition of the leaseholders superior to that of the tenants from year to year?—I think a tenancy from year to year is of more advantage to a small tenant. I have known an instance on a property of my own for a tenant to give up his lease and become tenant from year to year.

15907. Since the passing of the Land Act?—Yes.

15908. And was there any alteration made in the rent?—No; the same rent.

15909. What proportion does the tenement valuation bear to the rent?—On Sir Charles Gore's property it is from one-third to one-fourth over the Ordnance valuation.

15910. Do you think the Ordnance valuation is a fair test of rent?—I don't find it is.

15911. Do you find it is equal on the same town-land?—No; it is not equal all over the country. I hold a farm myself; the valuation is £13, and I pay £30 rent. I was selling my interest in all the farms in this neighbourhood; I had a twenty-one years' lease, and this one was valued at £420, and you see my rent was more than double the Ordnance valuation.

15912. And what did you get for your interest?—£420.

15913. And you think that would be much more than you would get for some farms on which the valuation was higher. Much more. I do not think the present valuation a fair test.

15914. Has there been any alteration in the rents

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upon Sir Charles Gore's estate?—Not in my time, and, I think, not for years previous.

15915. There is no particular period at which rents are changed?—No.

15916. When a change of tenancy takes place, and a sale is permitted, is there any rise?—No.

15917. Have there been many changes of tenancy from any cause?—There has been scarcely any in my time, and on the other properties there are very little.

15918. Have you had any evictions?—Yes; on the property of Miss Knox, I had an eviction for non-payment of rent last year, but I let the tenants in again. I gave them a reduction of twenty per cent., and let them in as caretakers, and they are recovering themselves.

15919. In no case have you put them out altogether and taken the land up?—In one case I served a man with an ejectment, and he asked me to give him a sum of money, and he would go to America. I did so; he owed two years rent.

15920. Was that lately?—Last April.

15921. What did you do with the land you took up?—I laid it down in grass lands, and the landlord has it still. In another case, on the same estate, the tenant gave up the land. He said his family were in America, and he was not able to keep it up. I gave him a small holding of three acres, and have the farm in the landlord's hands.

15922. Have you made much use of the power of distress?—No; I never used it except when the tenants came in and voluntarily give up their crops.

15923. Perhaps to save themselves from other creditors?—Yes; in some cases where they sunk their holdings. I serve notice on the parties who have a claim against them to make an affidavit of the amount, and if the creditors pay us the rent I don't mind.

15924. CHAIRMAN.—Then you would allow the creditors to take the holding?—Yes; I think it would be only fair.

15925. The O'CONOR DON.—You can only stop a year's rent?—Only a year's rent.

15926. With regard to improvements, are the improvements generally made by the landlord or the tenant?—There are very little improvements, and any little improvements that are made are made by both to a certain extent; the improvements consisting of building thatched houses; the landlord gives timber to roof the houses, and in some cases lime or stones, and the tenant will do the remainder.

15927. Has there been much improvement in the way of reclaiming land?—Very little. Latterly, within the last year or two, Sir Charles Gore spent £1,160 on three townlands, £180 on another townland, £400 on another townland, and £300 on another. Those works are now nearly all done.

15928. Was that in drainage?—Main drains, and making roads.

15929. Has he put on any charge on the tenants?—He has not.

15930. Is that money borrowed from the Board of Works?—Yes.

15931. You don't think the tenants themselves have reclaimed much land?—Very little; they might reclaim a bit of cut-away bog, but it is in a very different way. To reclaim land properly it wants to be thoroughly drained, and then clayed and gravelled, but they never do that.

15932. If the land that was reclaimed was let alone, do you think it would go back to its original state?—It would. Any bog not reclaimed properly will go back to its original state.

15933. Is there much reclaimable land there?—Yes, on Miss Knox's estate of Greenwood. She has 6,000 acres of reclaimable land.

15934. Are you agent on many other estates?—Three.

15935. What amount of reclaimable land is there?—Mr. Ormsby's property consists of seven townlands, and on that there would be about 4,000 reclaimable acres.

15936. Is that in the occupation of tenants at present?—Every bit of it, and for the last twenty-one years it has been let at the ordnance valuation, and the tenants owe about two years rent now. They are the poorest tenants I have to deal with.

15937. Are they small tenants?—No; some of them pay £60 rent.

15938. And they have not paid the last two years?—Some of those tenants.

15939. To what do you ascribe their poverty?—I think it is really laziness.

15940. CHAIRMAN.—Do you think they cannot pay?—I think because the rent was so cheap they did not work as they ought, because there is another property adjoining it where the rent is one and a half times the valuation, and they never allowed one year's rent to overtake the other—that is Miss Knox's.

15941. The O'CONOR DON.—And they have not reclaimed much of this first property you mentioned?—No, not in my time; I am agent four or five years. There has been some land reclaimed on it which was well reclaimed, but it was reclaimed by a good tenant who held part of it.

15942. Has he continued in occupation?—No; another man has it, and that man, although the highest rented tenant on the estate, has his rent paid up and is well off. You will see two tenants side by side paying the same rent, and one man will be well off and the other will not.

15943. CHAIRMAN.—Would not that depend on the size of their families and the age of each of their children?—It would to a great extent. If they had a grown up family to assist them on the farm and were industrious, it would.

15944. You often find them saying when the children grow up a little we will begin?—That is generally the case. I have a property in Galway, and I am expending £1,000 there on reclamation and improvements, and I have thirteen or fourteen tenants on it, and they all work and earn there. I wish them all to work and earn there. Their rent averages about £4, but some of them when they come and work a month and earn what will last them another month, stop at home. If they hear of my going there they will go and work closely. In other places I have tenants very anxious to work.

15945. You mean work on their own holdings?—Work that I am carrying out.

15946. Have you been in the habit of allowing tenants to get an allowance of half the Grand Jury Cess on new lettings?—No, in all cases we have adhered to the old custom, because the rents were there, we never changed the rents.

15947. But you never make an offer to the tenant of adding a little to the rent and changing the systems?—No, never, we let it lie as it was.

15948. I see you are in favour of a new valuation?—Yes. I believe that the present valuation is no standard to go by at all, and I would be in favour of a new valuation by competent parties, agriculturists, if possible.

15949. Appointed by the Government?—Appointed by the Government.

15950. And would you suggest any other alteration in the land laws?—I would suggest free sale to the tenants.

15951. How would you settle the question of rents?—There are two ways which I would be in favour of. One is by arbitration. I would fix the rent by valuation first, I think the valuation ought to be the rent, and then, if there was a difference, I would have arbitration. Or if the rent was fixed, and if the landlord thought he ought to have more rent, and demanded more rent from the tenant, I would give the tenant the option of buying out the place at a valuation, or the landlord should pay the tenant at the tenant's valuation if he did not like to pay the rent. On the other hand, if the tenant thought he

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was too highly rented, I would let the landlord buy out his interest at what he objected to pay.

15952. Have the rents been well paid within the last year?—Oh, no, we have scarcely got any rents for the last year.

15953. Did they make any reduction?—They did. On Sir Charles' property, last June twelve months, before there was any agitation whatever, Sir Charles instructed me to tell his tenants that if they wanted meal or any assistance he would give it to them himself, and they would not pay for that until the following spring, that was in June. After that we got these works, we borrowed money and started these works in the following September. Then Sir Charles gave his tenants 15 per cent. reduction on the half-year's rent then due, and the following half-year he gave 15 per cent. reduction to all agricultural holdings, small holdings, and 10 per cent. to grazing farms.

15954. And were the rents paid on this reduction?—I got one half-year's rent on that reduction generally, but the tenants now owe the November rent and the September rent of 1879, in fact they all owe one and a half-year's rent.

15955. Have you commenced collecting the autumn rent yet?—I have commenced only partially from large farmers, we are about commencing collecting from the small tenants, and we have it under consideration whether we will give a reduction or not. On Miss Knox's property they owe a year and a-half's rent, and all that clear up I will give 20 per cent. reduction.

15956. Do you find a better inclination to pay?—They are all able to pay, but I think they are intimidated. I held a rent office yesterday and a respectable farmer was afraid to come in and pay me rent. He met me in the street and handed me a cheque. I asked him why he did not come in, and he said he was afraid.

15957. Do you think there is intimidation going on against the payment of rent?—I am quite sure there is. On Miss Knox's property people went round at night and warned them not to pay. That was last spring, and then I got ejectments out and they came in and paid the rents.

15958. Had you any difficulty in serving the ejectments?—Yes, my bailiff was threatened and I was compelled to send my assistant in the office to serve them.

15959. Have you had any experience of tenants buying their holdings?—No, there were none in our part of the country.

15960. Do you think the tenants on the estate with which you are connected would be able, if their holdings were offered for sale, to pay any portion of the purchase money?—The majority would not, some would.

15961. CHAIRMAN.—I suppose you would not like sales of holdings where some would buy and some would not?—No, I would not.

15962. Unless it went off in a large portion altogether, you would not like to have tenants lying alongside owners?—No, I think sales of odd holdings here and there would injure the country very much, because a man that would purchase, if he wanted to drain, would not be allowed by the tenant next him.

15963. You find difficulties with tenants themselves?—Yes, I have to go in and insist on one neighbour allowing a drain to run through his holding from another's.

15964. The O'CONOR DON.—Have you found more difficulty in that since the passing of the Land Act?—No, just about the same.

15965. Is there any other point you wish to speak of?—As to peasant proprietary, I believe that would ruin the country completely. After the passing of the Land Act it was an understood thing that people had an increased interest in their land, and they got unlimited credit at most fearful interest, and in many cases I know the shopkeepers to take the interest of the holdings for the goods got and for the credit. If there was a peasant proprietary the thing would be a

great deal worse, because they would then have a further increased interest, and then the gombeen men and shopkeepers would buy up all these holdings and get them into their hands, and there would be another class of landlords.

15966. CHAIRMAN.—But then they would not be allowed to be landlords, because there would be conditions against subletting?—But, don't you see if a tenant gets credit and gives his holding as security for the credit, this man would come down upon him and sell out his holding and buy it himself.

15967. But the conditions against subletting would exist until the purchase-money was paid up altogether?—But that would not be subletting, it would be selling.

15968. But he would not be a landlord, he would be only an occupier until the debt to the Government was paid off?—I talk of debt to his neighbours.

15969. The O'CONOR DON.—Don't you think it would be the interest of the shopkeepers or gombeen man, under such circumstances, to sell that holding to another small occupier who had laid by some means and would give a large price for it?—Among shopkeepers there is always an inclination to be dabbling in land, and I find their tendency is to go out into the country and buy land and re-let it at an increased rent.

15970. Supposing they were not permitted to re-let it, but sell it or hold it themselves, would not the inclination be to sell it again?—Yes, but there would be a great deal of trickery, and the tenant would be a loser.

15971. The actual tenant would be a loser, but in his place would there not more probably be a more solvent man?—Yes, but would there be anything to prevent a man adding holding to holding, and buying a lot up.

15972. Then you would be against consolidation of holdings?—No; the small tenants on small holdings they are too small to support them.

15973. Then would it not be an advantage if this system of peasant proprietary led to consolidation?—It would if it was done properly.

15974. A consolidation by natural means, the outgoing peasant proprietor selling his interest?—Yes, but then don't you see my idea is that an industrious man, a hard-working man, or a man that would get money from gombeen men, would increase holding by holding until he had got a little estate, and you would replace good landlords by bad ones.

15975. That would be the case if he was permitted to subdivide, but if the condition of a peasant holding was that it should not be sublet, that the owner should be the occupier, although having a right to sell it, would not that difficulty be got over?—I scarcely understand.

15976. Suppose there is a townland and all the tenants on it are peasant proprietors, with the condition that they should not sublet?—But what is to prevent it being sold.

15977. Nothing, but the same condition would apply to the purchaser that he could not re-let it, he would sell it again. Would not that meet the difficulty?—No, because a good many people would like to stock the land, as cattle pays very well.

15978. Then your object is, it would lead to a great consolidation of farms?—Yes; in the hands of bad landlords.

15979. CHAIRMAN.—You spoke of the employment you were giving on a property of your own, I think?—Yes.

15980. Where is that?—Near Moycullen, county Galway.

15981. What description of improvements?—It is a mountain property. I am a great advocate for reclamation, and when I purchased this property three years ago I took in 75A., and I am thorough-draining and improving, and planting trees. I have 600 in one townland, which I am going over; but I fenced in 75A. There is a house built on it and a farmyard, and I am thorough-

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draining, claying and planting these seventy-five acres.

15982. With the intention of continuing reclamation with a view of making a farm?—Yes.

15983. With a view of a residence?—Yes, my lord.

15984. Do you think that there is much in this country that might be reclaimed in that way?—There are millions of acres.

15985. The O'CONOR DON.—Capable of reclamation?—Capable of reclamation. I believe the mountain land I am acquainted with in Erris, the Island of Achill and Connemara—I suppose the value of them at present for grazing is fourpence or sixpence an acre—I believe they can be made worth ten shillings an acre.

15986. CHAIRMAN.—That would be reclamation on a great scale?—Yes, I believe it would be one of the greatest boons to Ireland, if the Government had some system of reclamation.

15987. The O'CONOR DON.—Do you think they can be made worth ten shillings an acre at an expenditure that would not exceed that?—At an expenditure of about £10 an acre.

15988. CHAIRMAN.—Is that land at present held by tenants?—There is a great deal of it in the landlords' hands. The landlords, a good many of them, hold the mountain, and allow the tenants to graze cattle on them at a nominal sum, merely to give them a title. There is a great deal of mountain in the tenants' hands on Mr. Ormsby's property.

15989. Where it is in the tenants' hands, they would be unwilling to lose their mountain grazing?—Very unwilling, unless they were allowed to reclaim. Mr. Ormsby has two mountain townlands and the tenants came to me to get a loan of some of the money to do reclaiming, but the landlord was away on the continent and I was too late to get his signature. The tenants were quite willing to take the money if they got it.

15990. Did you ever hear of reclamation by the Irish Waste Lands Company?—I don't remember, except the old arterial drainage.

15991. Was that done by a company?—No, by the Government direct. I never heard of it in the west of Ireland.

15992. The O'CONOR DON.—You are not acquainted with that estate not far from Ballina, in the county Sligo?—Who has it.

15993. It belonged to this Company?—I don't remember. There was a lot of slob lands I know taken in there near Sligo by Mr. Olpherts, Mr. Verschoyle is the proprietor at present.

15994. CHAIRMAN.—I saw in a book that at that time there was a gentleman who had a great deal of waste land that he reclaimed, employing the people to do about one or two acres each?—What was the gentleman's name?

15995. Mr. Keogh, Mount Jerome, near Dublin. That was in the county Sligo. And then having reclaimed these small bits, he fenced off portions of these waste lands, and employed them at a labour rent, and that was to continue for a certain number of years. I inquired when we were at Sligo, but I could not find anyone knew anything about it, do you think that system can be adopted by landlords moving tenants from where they are not holding on profitable land, and putting them on reclaimable land?—What I mean to do myself at that place in Galway. That maintains the tenants, but I am paying one wages

nine shillings a week in summer, and seven shillings a week in winter, I intend when I am done to apportion out a portion of land for each of them, reclaim it and build a thatched house, and according to their improvements I will give them land, reclaim it first and put a fair value on it.

15996. That is something of the same system, these people are employed by you now, and they look forward to becoming farmers afterwards?—Yes, I intend to apportion out as much land as I think their family can work, and supposing all landlords did the same, I think it would be a good thing for Ireland.

15997. Giving employment to those who cannot actually live on their holding?—Yes.

15998. In this country, as to the labouring population, I suppose the farmers are too small for them to have labourers under them?—The generality of farmers are, but there is a middle class of farmers who may hold forty or fifty acres, they employ labourers.

15999. And have they them on their own farms?—Occasionally, they have one or two.

16000. Giving them a garden?—A garden and cottage.

16001. And that forms part of the wages?—Yes, but the generality of the farmers are not able to employ labourers.

16002. And have not the size farms to require them?—They have not the size farms, in fact my feeling is that a great many of those small tenants ought to be labourers.

16003. They have rather too much land to be labourers?—They ought to be labourers, they go to England every year, and the question is how to employ them in the spare time they have at home.

16004. To employ them at home instead of going over to look for work in England?—Yes, and I propose to employ them on the reclamation of waste land.

16005. That might be done by advance from the Government?—It is the only way, the majority of landlords are too poor, there are so many charges on their property. Sir Charles Gore spends a great deal of money in labour, but then he is a rich man.

16006. Can you say at all the amount he spends on improvements?—He has spent for the last two years those sums I have named—£1,160 in one place, and £400, £480, and £300. He spent these four sums within the last two years, they are all coming to a close now, and the people were all very well pleased to get the work, and took advantage of it. For Miss Knox's property I borrowed £820, I have about £300 of that expended, and I spoke to them the other day about paying the rent, I offered them 20 per cent. reduction. They said they were quite willing to pay the rent if the work was continued. Of course I will continue the work, because I will expend the £800.

16007. In the cases of borrowing money that has been going on, has there been or has it been proposed to charge the tenants interest?—No, my lord, nothing I have had to do with. You see we go to the waste lands which are a great deal in our own hands, and then we make main drains for the use of the tenants. We try to encourage them to drain the lands into these main drains.

16008. The O'CONOR DON.—What Mr. Ormsby are you agent for?—Mr. John Ormsby of Gortnor Abbey, that is his residence in this country, but he lives generally in London, he is a barrister.

Witness withdrew.

Mr. JOHN CRAVEN examined.

Mr. John
Craven.

16009. CHAIRMAN.—You are a tenant of Sir Charles Gore's?—I have a grazing farm from him, I live under Captain Kirkwood, that is the residence where I live.

16010. And how much land do you hold there?—Twenty-six acres where I live. I hold two grazing farms under Sir Charles Gore.

16011. What is the acreage of those?—Well it is presently £1 17s. 6d. an acre.

16012. And how many acres are the farms?—In the grazing farms there is fifteen in one, and twenty-four in the other.

16013. That is all you hold there, twenty acres,
3 X

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Mr. John
Craven

fifteen acres and twenty-four acres?—Yes, that is what I hold.

16014. Well, have you anything you would like to tell us about any of those holdings?—The only complaint we have is that the rent is too high, sir.

16015. What is the rent?—The rent where I live is £48 15s. for the twenty-six acres, it is £1 17s. 6d. an acre.

16016. That is where the house is?—Yes.

16017. Who built the house?—Well it was an old house when I came there thirty years ago, and I had to take and roof every bit of it, and build some of it. The walls were very indifferent, built with stuff you could not rely on, and I had to timber it all with new planks out of a sawmill, and at the time I took the land it was only £1 an acre.

16018. What was the date of that?—Somewhere about 1849.

16019. Was that a leaseholding?—It was promised a lease, but the old Captain was addicted to liquor, and got out of his mind; the lease had not been perfected when he got out of his mind and went to Dublin, and there was no one to apply to to have the lease perfected, and when the heir came in I had no lease, and he purposed to raise the land, so it was raised to £1 17s. 6d.

16020. The O'CONOR DON.—When was it raised?—About seven years after that, it was then, for the safety of the heir, put in the hands of Chancery.

16021. CHAIRMAN.—Was it raised by the receiver?—It was Chancery's agent received.

16022. Did he raise the rent?—No, but as soon as the heir came of age he received it out of Chancery's hands, and came to live in the place, and raised the rent to £1 17s. 6d. It remained so since. The Ordnance valuation for the twenty-six acres is £35 15s., and I would consider that it was in that case a very fair value, and it is so considered by the town that the Ordnance value of that part of the land was very fair.

16023. Do you think the Government valuation is a uniform test of value?—I think it is there certainly, but I hear them say—I have not known it—that it is not equal in other places. It might occur from want of judgment of the persons going on the land not knowing the nature of it, but I know that there never was a valuator for any purpose coming on the land, but valued this land high, and that is why that we believe that the Government valuation has been a fair one, it came between the first rent that was agreed for, and the last. The last was £48 15s., the first was £26.

16024. What was the date when this change took place of rent?—I should think, sir, about 1850.

16025. And no change since that?—No change since that.

16026. How much did you lay out, do you remember, on the house?—Oh, I cannot remember.

16027. The O'CONOR DON.—Is it a slated house?—No, sir, it is thatched. Some offices that I built myself are slated, but I had to unroof the kind of roof that was on them all, and put on a new roof.

16028. CHAIRMAN.—Was that improvement made before the change of rent or after?—It was made before and after, sir.

16029. You were just about it at the time the change of rent was made?—Yes.

16030. Did you make any other improvements before or after?—Yes; anywhere that part of the land

wanted to be drained, I drained it myself. About fifteen years ago I had a very good family—three or four boys—and we wrought well ourselves at it; we did not neglect it; we both fenced and drained, and we never asked him for anything; his means is only small; his income is only about £500 or £600 a year. A very nice man, indeed; I am sure, if he had the means, he would be a good man; but, until of late, he had not that same, for his mother had £200 a year on the property; she died about twelve months ago, and now he is something better. He behaved very kindly last season; he gave 4s. to the pound reduction, and 6s. to widows; there could not be a nicer man for his means—for his small income.

16031. The O'CONOR DON.—Where does he live?—In the Island of Bartra, near Killala.

16032. Do you remember what the valuation of your buildings are?—Indeed, I do not.

16033. Do you complain of the rent upon Sir Charles' estate being too high?—Well, I think it is rather too high.

16034. When did you take these farms?—We have them about six or seven years.

16035. Did you pay anything going into them as a fine?—No; they are only taken from year to year.

16036. Have you a written agreement?—There is every year a proposal drawn up and signed; they would not give a tenure of them.

16037. And it is let at a different rent?—No; there has not been much change. One of the farms was left to Mr. Perry, by his father-in-law, and Sir Arthur himself became my landlord for it; but I had from him the other twenty-four acres of the Castle, at Killala, these seven years; there was some drainage made there by him, and the first year we got this inferior part at £1 an acre, and it was raised to 30s. the next year to compensate him for his drainage.

16038. What is the valuation of that as compared with the rent?—I cannot tell you, because this was a property he purchased lately; there are no tenants on it.

16039. You take the grazing of these farms each year?—Yes. If he likes the tenant, he does not alter him; he gives it to him the next year again; but, if he lays out any money on it, he wishes to get it back, and the grazing is very high; but I just believe it is partly our own fault, a good deal of it; we are too apt to outbid each other; of course, the landlord is willing to take all he can get.

16040. Were proposals taken for this every year?—Well yes, sir; he takes proposals, but he makes a choice, then, of the tenant himself.

16041. I suppose you would not take this land every year, if you did not think it was worth it to you?—I believe some years we don't near make the rent of it; but it so happens that, if we have stock during the winter, they don't be in a way for sale at the first fairs, and we are obliged to go into the work, back again, for another season. It often turns out so, and when a man has nothing but the land to depend on—no other income—we must endeavour some way to make something. A man tries whether he can or not; sometimes he may gain, and sometimes he loses heavily. In the last season we never made 10s. an acre of the land that we pay from £2 to 50s. for; but then it was a season in itself.

The witness withdrew.

Messrs. James
Tunny,
Patrick
O'Brien,
Anthony
Clarke, Denis
Duffy, and
Rev. Mr.
O'Malley, P.P.

Messrs. JAMES TUNNY, PATRICK O'BRIEN, ANTHONY CLARKE, DENIS DUFFY, and REV. MR. O'MALLEY, P.P.

Mr. JAMES TUNNY, examined.

16042. CHAIRMAN.—Where do you live?—Castlobar, sir.

16043. Are you a shopkeeper in the town?—Yes, sir.

16044. And do you hold any land?—Yes, sir.

16045. How much?—About ten or twelve acres, very bad land.

16046. What sort of land is it?—Some of it is clay land, moory land, wild bog.

16047. What rent?—£5 14s. is my valuation, and my rent is £11 10s.

16048. Who do you hold under?—Under Henry Joynt.

16049. Does he live in this county?—He does, he lives in Ballina.

16050. The O'CONOR DON.—Is he a middleman?—No, he is not, he is the minor.

16051. CHAIRMAN.—Do you hold on lease?—No; tenant from year to year.

16052. Is it a property where a sale of the interest is allowed?—No, it is not, except in special cases.

16053. Did you come into it by such an arrangement?—I did; by special consent of the landlord I purchased out the previous tenant's interest.

16054. Who was it you purchased out?—Margaret Ruane.

16055. Had Mrs. Ruane built the house on the place?—Yes, sir.

16056. A dwellinghouse?—There are two dwelling-houses and a small house that was afterwards used as a dwellinghouse.

16057. Are the two dwellinghouses there now?—Yes.

16058. Then they hold under you?—No, sir; the houses are unoccupied presently.

16059. What was the rent that was paid?—£11 10s. It had been raised three times within the last twenty years.

16060. But then you purchased it at the rent you are paying now?—Yes, at the present rent. I was dragged into it. They owed me some money, and requested me for God's sake to take it from them and give them a few pounds for the interest, if the landlord took me as tenant. I gave them £8, and forgave them £20 they owed me; and I paid £22 3s. 4d. as arrears.

16061. The O'CONOR DON.—Besides forgiving them what was due to yourself?—Yes; and giving them £8 10s.

16062. CHAIRMAN.—That you say was by the landlord's consent?—Yes; and notwithstanding that the agent, Francis O'Donnell, attempted to raise the rent.

16063. Is he agent now?—He is. And also if I cut turf on the land I must pay £1 5s. for turf, although I am rated, and pay poor rates and taxes for that land.

16064. Was this charge for the turf paid by the former tenant?—It was.

16065. All the payments are the same then?—Yes; but he tried to alter it when I became tenant.

16066.—What was the date of this purchase?—23rd of February, 1877, or 1878, I don't know which.

16067. Are others paying in the same way for turf on that place?—Yes; and even worse, higher.

16068. At the rate of £5 an acre, do you say?—Yes, for bog.

16069. The O'CONOR DON.—Is it near the town?—No; seven miles from the town.

16070. CHAIRMAN.—Have you heard anything said among the tenants about buying cattle from the landlord?—I know one case where he was at a fair and offered a poor man so much for a little bullock. The man said, "I will not, it is worth so much." "Well," said he, "if Tunny," meaning me, "offered you that for it you would give it to him." The man got afraid on the spot and did not know what he would do. He might raise the rent on him next day.

16071. Did he say he would?—No; but from remarks he made the man was afraid he would.

16072. Do you think he sold the bullock too cheap, for fear of the rent being raised?—Yes; I do.

16073. But he should give notice of a rise of rent?—Yes; but how could a poor man go to the expense of defending it. I know a tenant that was treated badly for the election of a guardian. The position he is in presently is injurious to the tenants for the threats he holds out to them.

16074. The short of what you say is that you have no confidence in the agent?—Not at all. I have no confidence in the agent. He takes too much liberty in trampling on poor tenants.

16075. Has the rent been raised in the case of other tenants on the property?—None of the rents have been raised lately, except the attempt to raise on me about July, 1877.

16076. Did he give you notice of a rise?—Yes, he told me I should pay more. I told him I would not. He insisted on it to the last. I told him that he should eject me first, and I would sue for compensation and leave it to him altogether. I have also to state I called to see him to-day, and asked him what abatement was he giving. He said, "I will give 5s. off one half-year's rent, and 2s. 6d. off another, provided you have it all paid up to November." "I cannot afford to pay that," I said, "I will give you Griffith's valuation, or a little under; or I will give you up the land, and give me what it cost me." He said it would not suit him. I also knew a case at the time the Midland Railway was making, the same landlord, Joynt, got the money the poor tenant was entitled to. Where the railway ran through their land and took away two or three acres they got nothing for it, and they are still paying the same rent. The poor people did not know what to do; when they go to his office he would "bate" them and kick them out. The agent came in there in our presence when we were giving an abstract of our evidence, and he came in and told these men that he would flatly contradict what we said. With regard to the statement that he attempted to get the cattle from this man, the man told me himself, that is my authority, and I believe the man was telling the truth. I believe they are as truthful as he is. He is going wild there abroad looking into the tenants' faces, and a gentleman outside was obliged to remove him from the way he was going on, telling us we were telling lies. I also know on the same estate where a tenant is rated for bog rates and taxes he will bring in other people and charge them £5 an acre for the bog, and make no reduction from the proper tenant.

16077. The O'CONOR DON.—What is the tenant paying for it?—It is included in his holding, and he must pay £5 an acre for it as well as the stranger.

16078. But he would not be paying £5 an acre for a bog, and portion of it be given over to somebody else?—Certainly he would. Any stranger will come in and cut a bank of turf.

16079. Yes, but he would not charge two men for the same portion of bog?—No, I don't want to convey that.

16080. CHAIRMAN.—When bog is taken off no deduction is made for that part of the bog taken off?—No. He lets it as conacre every Spring, and a man will pay £5 an acre for that bog. We consider it is too bad, paying rates and taxes for land, and another stranger will come in and cut that bog, although it is included in your holding.

16081. How much of yours is cut-away bog?—There is none of it on mine. I am determined, if he does not take the land from me, to let it next year.

16082. You said fairly you would give up the land if he did not make you a reduction?—Yes, if he does not give it to me at Griffith's valuation, or less, I cannot afford to pay the rent. I can bring parties in tomorrow who can prove how often it was raised for the last twenty years. The rent was thirty per cent. under Griffith's valuation when this landlord got it, and it has been raised from time to time since.

The witness retired.

Oct. 19, 1880.

Messrs. James Tunny, Patrick O'Brien, Anthony Clarke, Denis Duffy, and Rev. Mr. O'Malley, P.P.

Oct. 19, 1880.

Mr. PATRICK O'BRIEN, Corrobeg, examined.

Me-srs. James
Tunny,
Patrick
O'Brien,
Anthony
Clarke, Denis
Duffy, and
Rev. Mr.
O'Malley, P.P.

16083. CHAIRMAN.—You are on Sir Roger Palmer's estate?—I live with my father on Sir Roger's property.

16084. What is the rent you pay?—£11 15s.

16085. And how many acres?—Well, we are not sure how many. I think it may be between nine and ten acres.

16086. Has there been a general rise of rents on several occasions on the property?—There have been rises on three different occasions.

16087. During what space of time?—It is about twenty years.

16088. What rise did you have?—The land has been striped, sir, and I have not near the same complement of land now that we had at that time. We were paying £13 odd before the land was striped, and now we are paying £11 15s. for about half the complement of land.

16089. Was there anything done to improve the land before you got it?—Nothing whatsoever, except what improvements we done ourselves on it. We have been improving it since ever we got it into possession.

16090. Do you know the rents where this striping took place, the rises that were made?—I know the rents previous to the lease, but not exactly before the leasing. It was £90 odd.

16091. Was it held on lease then?—The lease expired a good deal before that.

16092. And was £90 the rent it was held at?—£90 odd.

16093. But at the time of the lease was that the rent then, £90?—Yes, sir.

16094. And that continued for some time afterwards?—It did.

16095. And what was it raised to?—It was raised about £1 a man on every tenant.

16096. Was it raised to £133, odd?—It was, that was the last rise, that is the present rent.

16097. That was after the striping was it?—It was.

16098. Were there fines paid by the tenants?—There were several fines, and if they were not paid immediately they were doubled. If they delayed one day the worthy agent would not except the fine, the fine was doubled.

16099. Were those fines for breaches of estate rules?—They were rules made by the agent, we were not aware of them.

16100. They were not given out?—No.

16101. The O'CONOR DON.—What was the amount of the fines?—From 5s. up to £5.

16102. CHAIRMAN.—Was there a fine for not having the houses whitewashed?—There was different fines for that, you might be fined 5s. while a man was whitewashing on the house, and if he hadn't it done when the bailiff and agent came round he would fine him, and was fined.

16103. Was Edward Gibbons fined?—He was, and him completing the work, he had not the brush out of his hand, he was on the top of the house completing it, and the agent comes round, "Now" said he "I have you taken, you have not it completed."

16104. The O'CONOR DON.—When was that?—Within the last ten years, I cannot tell you the year.

16105. Is it long ago or lately?—Somewhere within ten years, say eight or nine years.

16106. Is it since the passing of the Land Act?—I am not sure.

16107. CHAIRMAN.—Is there a fine for digging more turf than is allowed?—There was, sir. I know my father to be fined £1 for selling a donkey load of turf.

16108. That is beyond what he was allowed for his own holding?—No, sir, he had some private business to go to town, he had carpenters working in the house, and he said, sooner than he would take the beast

empty into town he would take a load of turf, half a cwt., and he was fined £1 for that.

16109. I suppose you think it reasonable there should be rules as to cutting turf, would you not?—I cannot say.

16110. That there should be some rules to prevent them taking more than their own share?—There was no rule at all when this turf was given to them. They were told no rules whatsoever. The agent formed these rules, and they knew nothing about them.

16111. The O'CONOR DON.—Did they make no objection to pay the fines?—If they made an objection they got a process of ejectment next week, and sooner than scatter their little family they would not object.

16112. CHAIRMAN.—Have these complaints been brought before Sir Roger?—We have written several letters to him, but he would not recognize our writing, his agent has written contradicting ours, and I suppose he accepted his and threw the rest aside.

16113. The O'CONOR DON.—Who is the agent?—Francis O'Donnell of this town.

16114. CHAIRMAN.—Is he a lawyer?—He is not a lawyer, your honour, a land agent.

16115. The O'CONOR DON.—He is the same gentleman alluded to by the previous witness?—Yes.

16116. CHAIRMAN.—Are there other rules as to requiring work from people?—Yes, and if the tenants refused to work on some of his farms he would say nothing to them but lay any fine he liked on them. If they looked crooked at him he would fine them. Even for trespassing on his grass passing up to his office he fined me.

16117. The O'CONOR DON.—And are those fines carried on up to the present time?—People began to get a little enlightened and see the landlord was not deriving the benefit of these fines, that they were going into the agent's pocket, and they would not pay any more. They were hardly able to pay the rent.

16118. When have these fines ceased?—The last five or six years, it may be longer.

16119. This paper I have here is signed Martin O'Brien, Peter Kerby, Thomas Flaherty, James Staunton, Pat Walsh, Pat O'Brien, Michael Cusack, John Gibbon, Pat Flaherty, Thomas Harty, and Edward Gibbon; and you speak for them as well as yourself?—I say the facts are true, and they have stated their grievances to me a thousand times.

16120. Do you know do these rules run through the property generally, or only in this part?—I am sure they don't run through the property generally. This agent has a grudge against the tenants near his own farm. I know an old man that came to proffer him his rent, he had four and a half miles to travel there, nine miles of a walk, and he said, "Go back again, you would not save the hay on my farm." The old man, for fear of being ejected, sent his rent a second time, and he would not accept it, and then he sent it a third time.

16121. What was his name?—John Philpin, he lost his finger saving his hay, and worked at 1½d. a day, that is the money; they are worse than black slaves.

16122. Do you mean to say he compels them to work at 1½d. a day?—He did, your honour.

16123. He set them to save the hay at so much an acre?—Rev. Mr. O'Mally.—It is generally about 5s. or 6s. an acre, and they lose so much time saving the hay it does not come to 1½d. an acre.

16124. CHAIRMAN.—Is that hay for himself?—O'Brien.—It is the agent's hay, his own property.

16125. Is it at Carrowley you live?—Yes sir.

16126. Is it near Castlebar?—About four miles.

16127. What do you say as to the rent, do you complain at all of the rent, or is it a fair rent that you are paying?—We did make a complaint, we complained we were not fit to pay it, and if I am, I am

one in a thousand that can. I have paid money to tenants, and as soon as I did the tenants lodged it in the agent's hands, and to this day they cannot repay me.

16128. O'CONOR DON.—You lent them money to pay it?—If I did, I did not make it in Ireland.

16129. CHAIRMAN.—Were you able to pay the rent fairly until a few years ago?—Yes.

16130. And then bad times came?—Yes, their crops failed and the cattle, and they could not get credit. And one that could pay was in dread to pay, because he said, "I will be turned out with the rest." It is only one out of every 500 can pay, that is a true calculation; I know in my own district it is the case.

16131. The bad times brought them down in stock and in the means of keeping their farms up as well as they had done before, I suppose?—Yes.

16132. And the low price of stock at the same time?—It ran them without a penny, and in debt to the bank and the store-keeper, and their neighbour that had it, they borrowed off him until they could get no more money, and then they could not pay, even if they pawned themselves and their clothes, they could not pay, besides a rack-rent.

16133. The O'CONOR DON.—Has rent been raised lately on this property?—Not since it was striped.

16134. How long ago is that?—Between eight and nine years ago, 1872.

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Messrs. James Tunny, Patrick O'Brien, Anthony Clarke, Denis Duffy, and Rev. Mr. O'Malley, P.P.

Mr. ANTHONY CLARKE, Ballinmaroe, examined.

16135. CHAIRMAN.—How far is your place from Castlebar?—Four miles.

16136. Who is your landlord?—Sir Roger Palmer.

16137. Is Mr. O'Donnell the agent there?—Yes.

16138. And your holding is 29 acres, I see?—27 acres.

16139. Tenant at will?—Yes, sir.

16140. And your rent?—£19; valuation, £16 10s.

16141. Have you lost any land at any time lately?—I did sir. The land was striped in 1869, and he took two acres of arable land, reclaimed land that was within thirty yards of my dwelling house, a road intervened going north and south, and the land on the east road, he took two acres of arable land that was worth what we were paying for it, £1 an acre, and then the rent was left the same on me. The rest of my land is almost entirely rock, and three-fourths of it is bog, and one-fourth is cut-away bog. My father before me cut away turf there for years, and the tenantry of the property before the land was striped thirty years ago, cut off turf, it was all a cut-away bog, and my father reclaimed it, and I reclaimed about ten acres of land before that striping.

16142. And you say some part of that was taken away?—Two acres of the best land was taken away from me, they left me the worst part, they would get no one else to live in it.

16143. And you got no allowance for the part taken off?—No.

16144. The O'CONOR DON.—You got no other land in exchange?—No sir.

16145. CHAIRMAN.—Who built the house and offices?—My father.

16146. Did he make any other improvements?—He did, drained the lands, made mearings, built stone walls round the whole land, sod fenced parts of it, and made a mearing eight feet or nine feet wide.

16147. Have there been any changes of rent except what you consider the change by the loss of those two acres?—No change since I came of age, sir, there was a change sometime previous.

16148. Do you know when the rent had been put at £19, at what date?—Something about twenty years ago.

16149. We were told about fines, have you the same rules?—Yes, sir, I had to pay £2 for building houses in 1869, to help the other tenants on the estates to build their houses, though we never got one penny from the landlord or any other tenant when we went to build there.

16150. Do you mean to say you had to pay £2 to go to somebody else?—I did, else my rent would not be taken below in the office.

16151. The O'CONOR DON.—Did you get land taken from the other tenants?—No, sir, my land was striped before. I had nothing at all to do with that portion of the townlands. I hold three-fourths of this portion,

and Duffy holds one-fourth, and when it was striped, I had to pay £2 for the man that was some 500 yards away, half a mile some of them.

16152. CHAIRMAN.—Were you supposed to have got some buildings in exchange to make up for it?—Nothing at all, not a sod or stick, even the buildings that my father planted in the two acres of land I would not get.

16153. Would you have objected to the striping if it was done on a fair arrangement?—I had an objection, but what was the use of my objecting, I would have been ejected if I did not comply.

16154. The roads that pass through for the other tenants to draw turf, is there any allowance to you for that?—If there was no person going on these roads but the tenants, the roads would be let go so that no one could pass on them, but when they let some of the bog for conacre the tenants were compelled last harvest two years to go and give four days compulsory labour, and to pay for carts to do the roads. They were compelled to clean the rivers on that property.

16155. Compelled to keep the outfalls open?—Yes.

16156. But more than their own share on their own holdings of the outfall?—No river intervened at all on my land, still I was compelled about twelve or fourteen years ago to work a day or two on the river that intervened through that property.

16157. I see here there is a mention of an ejectment for non-payment of rent in 1872?—There was, sir, a man ejected in 1872 of the name of Flanagan, and the whole cause of his ejectment was that in 1869 he was made pay £2 for building another man's house. The man was poor, and he had to borrow that £2 from the bank or a gombeen man. That person came on him hard, and he was not able to pay the year's rent in 1872, and was ejected. The eviction did not take place; he got time until April, before the sheriff came, and he came here on a Saturday, and the agent said, "If you haven't the money here by six o'clock I will send the sheriff on Monday." The poor man had to get it from that young fellow that went out there (Tunny), and he took the money from him, and for being late, from six o'clock to seven o'clock, one hour, he fined him £1 6s. Either pay £1 6s. more—himself was telling me last night—or the alternative of sending the sheriff on Monday morning.

16158. What was the £1 6s. said to be intended for?—I cannot give you any notion in the world—not having the money in due time at six o'clock. The rent was £4 and the cost of the eviction was £9 6s.

16159. The O'CONOR DON.—Was the £1 6s. in addition to the costs?—In addition to the costs.

16160. CHAIRMAN.—And he had to pay that to redeem?—He had, sir, certainly so. He was just telling me last night, and he did not tell me an untruth; he had no use telling me an untruth.

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DENIS DUFFY, examined.

Messrs. James
Tunny,
Patrick
O'Brien,
Anthony
Clarke, Denis
Duffy, and
Rev. Mr.
O'Malley, r.p.

16161. CHAIRMAN.—You live in the same town-land?—I live in the same townland.

16162.—You hold under Sir Roger Palmer?—I do, sir, eight and a quarter acres.

16163. Your rent?—My rent is £7.

16164. And have you anything to say as to the rent?—My rent in 1869, previous to the striping, was £6 18s., and I had about half an acre reclaimed bog that myself and my father reclaimed when I was a young chap, and that half acre was taken away from me at the striping time, and half an acre of bog that we had for the use of mud that we required for manure, that was taken away also. And instead of £6 18s., there was ten perches more of my arable land taken away, and my rent was made £7.

16165. You had an increase of rent and yet you lost land?—Exactly, I had an increase of 2s. only of rent, but I had the loss of the land.

16166. You had to pay in the way the last witness said, for other persons' houses?—I had sir. Mr. O'Donnell was under-agent at that time, Mr. Norman was head agent. I had not money, I was a poor man and he sent one of the tenants out into the street for me until I would come into the office. I told him I had not the money, and that my father was sent into the land by an agent named Mr. Heavysides, about twenty-five years ago, and he had to throw down houses and build new ones, and he was not remunerated by any landlord or tenant and why should I pay £2 to them. Well, Mr. O'Donnell was under-agent then, and he said "If you have not this money to-day it will be 10s. this day week, and it will be an extra fine of 10s. more this day fortnight" "If you carry on, sir, at that rate" said I "It will exhaust the principal shortly," I had no chance at all then, I had £1 of the money in my pocket and I had to borrow another £1 from a man in town or leave the place.

16167. What reason was given for making you pay for another person's house?—I don't know. He advanced £2 himself, and all the tenants, that their houses stood, he compelled them to advance £2 more.

16168. The other tenants, I suppose, were losing their houses by the striping, and they wanted new houses, and he said it should be made up by the other tenants?—Exactly so, and I was not a co-partner with those tenants, and I thought I was greatly aggrieved, because when my father built he had no help.

16169. The O'CONOR DON.—The striping was no benefit to you?—No, sir; only to lose half an acre of reclaimed bog, and half an acre of mud bog and ten perches of arable land, and to pay 2s. extra, and £2 along with that.

16170. CHAIRMAN.—And the landlord was to allow £2 too?—Yes sir, exactly. He was giving £1 to each tenant that was to build, £2 from the tenant that their houses stood and £2 from himself.

16171. The O'CONOR DON.—Then did the houses stand on your land?—Certainly, sir, this far portion of the townland was striped twenty-five years previously, between my father and this man's father, and the second striping had no interference with us except in the mountain that was valued against us, miles off, and I had reclaimed land on that mountain and he took away that from us.

16172. But the house of the tenant who had to build a new house stood on the land that was left to you?—Certainly not, there was no house on the land I

lived in; and that my father built upon, and no house since, but my own house.

16173. CHAIRMAN.—And the striping as against you and the tenant?—That was the previous striping that had been done long before, three-fourths of the townland were co-partners, and it was striped in 1869.

16174. The O'CONOR DON.—For building whose house had you to pay £2?—Widow Heenahan I gave my money to.

16175. Where had the Widow Heenahan the house she was living in at that time?—She had it in the centre of the field.

16176. It was not on your land?—Oh, lord, no, about half a mile from where I live.

16177. CHAIRMAN.—You say something as to these fines put upon tenants?—I do, sir; I was a little boy and seen an English gentleman travelling the land in pursuit of game, and it came to the ears of the bailiff that I saw it, Mr. Ormsby was agent then, and he fined my father 5s. for not reporting it.

16178. This is an old custom?—A real old custom.

16179. Not suddenly used by Mr. O'Donnell?—No, sir, it is dropped now to my knowledge since 1870, since the passing of the Land Act.

16180. And that saved you from these fines?—I think so. Previous to 1870 my sister got married to a railway ganger, he lodged in my house while the railway ran through a portion of my land, and I got notice from the bailiff that if I would not send away that man to take lodgings elsewhere I would be sent adrift myself.

16181. Then these complaints that you have as to fines are mostly as to what took place before the Land Act?—All these are previous to the passing of the Land Act.

16182. The Land Act at all events saved you from them?—It did, sir; lately we could pay no fines, for we are unable to pay our rents. We were reduced for the last three or four harvests to actual beggary. Were it not for a few brothers I have in America, I should be myself and my little family in the workhouse. I am one of the poorest men on Sir Roger Palmer's property, and he gave relief last year to his tenantry, and Mr. O'Donnell had no cause for disqualifying me out of that relief. He said I made myself conspicuous in the land agitation. I told him I did not, more than any other man. And although we went in honourably and showed him an appeal to Sir Roger Palmer, and told him if there was anything wrong in it to write to Sir Roger, he read it, and did not say anything, but in consequence of that, he disqualified me and my friend here (Clarke) from getting relief, although I have an old mother, eighty years of age, and four little weak children and myself and my wife all to depend on eight acres of land, portion of it is pretty fair, and portion of it my father reclaimed.

16183. Is it the bad seasons that came lately that put you in a difficulty about paying the rent?—Certainly, I got involved in the National Bank and with shopkeepers in Castlebar and Westport and with my parish, the Rev. Mr. O'Malley, who gave me money and got credit for me.

16184. Were those debts contracted before the bad times began?—I had a little contracted in the National Bank before the bad times, but if I had, I had plenty of stock to meet it, but afterwards I was not fit to meet anything.

Mr. Alexander
C. Larminie.

Mr. ALEXANDER C. LARMINIE, examined.

16185. CHAIRMAN.—You are agent to Lord Lucan?—Yes, sir.

16186. What is the amount of Lord Lucan's property?—Between 60,000 and 70,000 acres.

16187. All in this county?—Yes.

16188. Do you manage the whole of it?—Yes.

16189. The O'CONOR DON.—Is there a good deal

of that in his own occupation, or is the 70,000 in the hands of tenants?—He has about 8,000 in his own occupation.

16190. Out of the 70,000?—Yes; out of the 70,000. Over 2,000 of that 8,000 has just come into his possession by the falling of a lease.

16191. CHAIRMAN.—Is there much of it on lease?—Except large grazing farms, very little.

16192. These are made of late years?—Yes; comparatively late years.

16193. They are not merely old leases?—There are a considerable number of small leases granted by the present owner's father, which are still in existence—leases for lives.

16194. Were they holdings under a middleman or direct?—In some cases under a middleman, but principally direct. At present there are no middlemen in the cases I speak of. I think there is only one middleman on the entire estate.

16195. What is the size of farm these smaller tenants generally hold?—They range wonderfully, but I should think they are a very small average. The extent of the land is considerable, but the character of the land is such that you would call it a small holding. For instance, there are in the neighbourhood of this town 200 tenants who do not pay more than £4 a year.

16196. Are the houses on the farms or in the town?—Entirely on the lands. I speak entirely of the peasantry.

16197. The O'CONOR DON.—You are not speaking of the town occupiers?—Not at all.

16198. CHAIRMAN.—Lord Lucan has reclaimed a great deal of land on his property?—He has reclaimed a great deal comparatively, but it is in his own occupation—what he has reclaimed latterly.

16199. On the property generally have these houses been built by the tenants?—I should say so; they are there for generations and generations.

16200. They are all thatched houses?—Yes. There are just a few that the late Lord Lucan built, about from five to eight miles from here where he was reclaiming some land, and he built some slated cottages along the road, most of which have fallen into disrepair. The tenants prefer living in thatched cabins.

16201. The thatched were preferred as dwelling-houses?—Yes. The thatched house is much more comfortable, and warmer than the slated houses; and that is the reason they occupy them.

16202. What is generally the rent per acre they pay?—I could not give you any idea. We never let it by the acre under any circumstances; it is always let at a bulk rent.

16203. Is this cut away bog?—All these tenancies have bog connected with them. Of course there is a considerable amount of arable land tailing along the bog.

16204. The rents are comparatively small for the extent of the holding?—Yes; very small.

16205. Is it generally inferior land?—No; but there are such a number of tenants. I know one man who has, perhaps, twenty acres of arable land, partly reclaimed by himself, and partly by the late Lord Lucan, has, perhaps, 100 acres of mountain bog for £18 a year.

16206. These tenants who have that mountain land are pretty well off?—I think they ought to be. Last year was a bad year for stock, and they did not do so well, but up to last year they were fairly punctual in the payment of their rents, and never complained.

16207. When were these rents generally fixed?—I could hardly say. There has been very little change for the last twenty years. Some of them have not been changed in the present century.

16208. Is there anything allowed in the way of selling holding by the tenants?—No; the landlord does not allow it. It does occasionally occur, but without the consent of the landlord. Very recently I heard of one man who sold a small holding, for which he paid £11 a year, and for which he got £60 or £70.

16209. Did you allow that?—Neither one nor the other asked permission. It is entirely contrary to the rules of the estate.

16210. Then, by that it would seem there is a good margin of profit over the rent?—There is, no doubt about it whatever. Whenever the landlord has fixed

the rent it runs from twenty to twenty-five per cent. over the Government valuation. In some cases it is a little higher; where the rents have been fixed recently, it has been fixed by the tenants themselves—some land his lordship had in his own hands, and it was not convenient to farm it, and he let it out.

16211. Was it readily taken?—It was greedily taken. That is nearly twenty years ago; the landlord put no rent upon it, he left it to the tenants, and these are, perhaps, the highest let lands on the estate.

16212. Was that at a time when there was great competition for land?—There was always keen competition in this part of the country, and there is as great, at least, as ever.

16213. The result was that some of the rents went up too high?—I think they did.

16214. Are complaints made as to these rents now?—Some of the lands have been given up.

16215. But otherwise do you find there are complaints about the amount of the rent?—Well, not hitherto. Of course every one is complaining now.

16216. Do you find them all saying the Government valuation is a fair rent?—They say they are desired not to pay more.

16217. More than the Government valuation?—That these are their orders—not to pay more.

16218. I suppose you do not take the Government valuation as a criterion of rent?—Certainly not.

16219. We have been told everywhere it is no criterion, the land being so unequally valued in different places?—Not only that, but a valuation made thirty years ago, and avowedly considerably under the value of the land, could not, after such a lapse of time, be taken as a criterion, when the prices of produce are so much increased.

16220. We have been told by some who had control of the valuing, that it was not intended as a criterion of the rent, but is for rating purposes?—I think so.

16221. Do you think the name Government valuation misleads people into the belief that it is a valuation sanctioned by the Government?—It may do so, I have had very little controversy with the tenantry.

16222. The O'CONOR DON.—They have paid their rents well?—Not for the last year. In fact, for the last ten years there has been a difficulty.

16223. CHAIRMAN.—Up to 1875 it was a good time?—Up to 1877 it was a good time.

16224.—The O'CONOR DON.—And still there was more difficulty in collecting the rents?—I think there was.

16225. CHAIRMAN.—We have not had any witness by whom Lord Lucan's name was mentioned. Is there anything you wish to put before us?—I have been standing outside for some time, and I have not seen any of Lord Lucan's tenantry in. I have not put the smallest pressure on them to keep them away; on the contrary, one man came to me and said, "I have been cited to come here, and I am informed Lord Lucan's tenantry are not coming near the place, and I hope you have no objection; if you have, we will not come in." And I said, "By no means; have you anything to complain of?" and he said, "No."

16226. If anybody should come you will have a copy of what is said?—Very well, I should be very glad of that.

16227. The O'CONOR DON.—You said that some land had been given up by the tenants lately?—Not lately, not within the last ten years.

16228. You have had no ejectments this last year?—There has never been an eviction in my time, and that is sixteen years.

16229. Nor change of tenants?—No change of tenants, practically.

16230. Any number going away voluntarily?—No, none; occasionally there may have been a change in a family.

16231. These tenants who took the land by proposal from Lord Lucan, and who are higher rented

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than the others, have they all held the land?—In most cases. Some gave up.

16232. Those that did give up were they tenants residing on the land?—In some cases not. In one case the holder was in this town, the place is seven miles off.

16233. He was a shopkeeper?—No, indeed; he was a steward of my father's at the time.

16234. Is there any alteration in the present land law which you think desirable?—I should not like to suggest any, really, under existing circumstances. As far as I was personally concerned I had never the smallest trouble up to recently, in dealing with the tenants. We always made it a rule to live and let live, and we never interfered with them in the management of their farms.

16235. Was there much money laid out by Lord Lucan in improvements?—No, I cannot say there was. Of course all arterial drainage works, for which

he pays, were a great improvement to the tenants' holdings.

16236. CHAIRMAN.—It enabled them to improve their own holdings, if they wished to do so?—Yes.

16237. How much has he laid out in that way?—I could not say. There was a great reduction made by the Government for the moneys laid out, but if the full charge was made it would be £500 a year.

16238. Was there anything charged to the tenant as interest?—Never a shilling.

16239. Have the tenants availed themselves of the opportunity for improving?—I cannot say they have, and if I could make a suggestion that would compel the tenants to improve their land, it is the only practical thing that I could do, for it is capable of very great improvement.

Mr. W. R.
Larminie.

Mr. W. R. LARMINIE, Civil Service, Lower Bengal, examined.

16240. The O'CONOR DON.—You have been in India and are acquainted with the different land systems existing there?—Yes. I have come home at intervals of seven or eight years, having been in India about twenty years, and have spent two years at home each time. I have seen the great changes which are, perhaps, not so visible to people living here every day.

16241. Have you seen a great change in Ireland?—Yes, in the direction of a general rise in the scale of comfort; it is simply enormous, and a great deal of the present distress has, I think, arisen from a determination to keep up that and not to resort to the old state of misery. With regard to fixity of tenure in Lower Bengal, as a rule, if a man holds for twelve years, unless under an agreement, he is entitled to remain in as long as he pays a fair rent, which fair rent is the rent he has been hitherto paying, except in cases specially noted by law.

16242. The landlord has the option of claiming an increase?—If there was a permanent increase in the value of produce, and the value of the land was thereby increased, and if the tenant had been there for twelve years the landlord could not keep the whole of what is called the unearned increment of the land. If there was a decrease the tenant could similarly claim a reduction.

16243. Could they claim these at the commencement of the tenure, or in any number of years afterwards?—At any time. If the matters are decided by the court after the twelve years, it has to go into the question of the net profit existing, and the net profit at the time the rent was originally fixed. We have very good data in our offices for the last eighty years.

16244. Is the landlord there in exactly the same position as the landlord here?—The landlord in Bengal was a rent collector for the State in Lower Bengal. The rate he ought to pay was permanently settled in 1793, and he has to pay that at certain fixed dates to the Government, and he gets what he can himself.

16244A. Practically the Bengal landlord was the collector of the State land-tax, and the way they manage is, instead of the Government collecting the land-tax they farmed it out to a person who paid it to the Government at a fixed rate, and these persons had leave to get what they could from the occupiers?—Yes.

16245. CHAIRMAN.—Was this condition of permanent holding made at the time the person took the collection?—No, it was not until 1859 that the rule of what we call the right of occupancy was put into law. The law put beyond doubt what was a previously existing custom, that a man could not be turned out after holding for twelve years.

16246. There had then begun to be a feeling of insecurity amongst the holders that led to that law being passed?—I think it was the indigo manufacturers taking up lands in order to make money a little faster than they had been doing, and trying to break through this rule, which caused the excitement.

16247. The O'CONOR DON.—Had the landlords in Bengal ever the power of turning out the occupiers and taking the land into their own possession?—Theoretically they had, practically they had not.

16248. CHAIRMAN.—Did they raise the rent?—They tried to, but if they were to raise it a penny there would be sometimes almost a rebellion amongst their tenants.

16249. The O'CONOR DON.—Suppose they had land in their own occupation and let it out to tenants, would they have the right to resume occupation and raise the rent before the expiration of twelve years?—I cannot really say if landlords ever do get land into their own occupation. As a rule, they do not.

16250. Have the tenants any power to sub-let?—Yes, they have. I have known sub-infeudation to go on to seven or eight degrees.

16251. Does the same rule apply to the persons to whom they sub-let?—No; it is only the cultivators the right applies to.

16252. If they sub-let, won't the cultivators be then sub-tenants?—That is one of the most difficult points to be decided now.

16253. Is it the custom to sub-let?—Very extensively.

16254. What has been the practice where sub-letting takes place—has the middleman, as we call him the right to raise the rent on the actual cultivator?—It often happens that he lets out the cultivation to a man, and he gets half the produce, and the other man, for his labour, takes half the produce, and if he gives him manure he gets, perhaps, nine parts out of sixteen of the produce, and so on. That is the usual form of sub-letting. The chief sub-letting is of ground rent; a man has a large estate, and he lets it out in farms to another man, who pays fines, and tries to enhance the rents, and that is the cause of the great poverty, everyone trying to get as much as he could out of the cultivator.

16255. You think a somewhat similar system could be applied to Ireland?—I do. I think the circumstances are exceedingly similar. Most of the people are agricultural, and always live on the verge of starvation.

16256. But this is not much benefit to the cultivators in India?—They can live fairly well where this prevails, and although there has been famine it is always less severe than in Madras, where a different system prevails.

16257. These payments by these persons whom you call landlords to the State vary?—Not from year to year.

16258. Do they vary at any intervals?—In Lower Bengal it is perpetually settled, and the only time it can vary is when a man fails to pay, and the Government can get no one to take it, then we make a permanent settlement. Sometimes a river overflows

and destroys the land, and the man is unable to pay the rent, and then Government takes it up.

16259. What is the proportion between the payment he makes to the State and the payment he receives from the cultivators?—On a fresh settlement he must pay about half. In 1793 the settlement varied in the most extraordinary way. The heavily settled districts are not, by any means, so prosperous.

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Mr. W. R. Larminie.

Mr. JOHN STAUNTON examined. Present.—Messrs. EDWARD FITZGERALD and MARTIN CONWAY

Messrs. John Staunton, Edward Fitzgerald, and Martin Conway.

16260. CHAIRMAN.—You live at Cloughna East?—Yes, sir.

16260A. You hold 18 acres 1 rood?—Yes.

16261. Under Mr. William Livingstone?—Yes, sir.

16261A. Entirely under Mr. Livingstone?—Yes.

16262. Your rent is £23 6s. for the 18 acres?—Yes.

16262A. Is that all held under Mr. Livingstone?—Yes.

16263. This was formerly Lord Sligo's property?—It belonged to Lord Sligo.

16263A. The whole of it?—Yes.

16264. Was that purchased by Mr. Livingstone?—Yes.

16264A. How long ago?—In 1853.

16265. In 1853 this was Lord Sligo's property?—Yes.

16266. When Lord Sligo was the landlord what was the rent?—£6 10s.

16267. The O'CONOR DON.—£6 10s. for the 18 acres?—Yes.

16268. Was it under lease?—No, sir.

16269. CHAIRMAN.—Nor under lease now?—No, sir.

16270. Edward Fitzgerald.—It was under lease a few years before that, and they ran away, and Lord Sligo then striped the land, and Mr. Livingstone became the purchaser a few years afterwards, and raised the rent to £12. He made a new lease, and then then he raised it to £23, and some stripes to £24. We had our houses and offices built, and our improvements made, and we could not leave, and we had to borrow our rent from the banks and loan-offices, and we could not pay it last year, and we gave our landlord work. I had 269 sovereigns in my

pocket and I improved the land up until I lost the money. There were thirty-six old houses on the land when I took it, and I took them all away and I built one house for £46, and I was only there two years when I had to go out of it.

16271. When did you go into it?—In 1849, I think.

16272. You improved the place a great deal?—Indeed I did. The valuation was then only £11 5s., and when I had my improvements made it was raised to £14 15s., and I am paying for the last twenty-one years £23 rent.

16273. Do you know what the original rent of the property was?—£78.

16274. What was that advanced to?—£230 10s. The £78 was the rent that was on this property for sixty years, before it was striped.

16275. Then it was bought, and how soon after that was it raised to £230?—I think the receipts show that, in 1853. The increase was made up in this way—Patrick O'Brien, £24; Edward Fitzgerald, £23; John Staunton, £23 6s.; James Grady, £6 10s.; John Burke, £7 10s.; Thomas Kenny, £5; Oliver Carson, £5; Thomas Moran, £10; Bartholemew Rye, £120.

16276. He is a large holder?—Yes, Mr. Livingstone took the best part of the land himself and let it since, and when we came in first there was no farm at all, the land was all in one common. It was all entirely tenanted at the time the Marquis of Sligo had it, and then it was striped and it was made into twelve stripes at £6 10s. Staunton, O'Brien, and I were the only ones stood after the striping, all the rest went away. Staunton had a good trade; he was a smith and had a few sons. It was not off the land he paid his rent.

Mr. MARTIN CONWAY examined.

16277. CHAIRMAN.—Mr. Livingstone is your head landlord?—He is.

16278. Who is your direct landlord?—Mr. Jordan.

16279. He holds a lease under Mr. Livingstone?—I suppose so.

16280. Did he hold in the same way under the Marquis of Sligo?—He did, sir.

16281. How much land do you hold?—Three acres and something over a rood—myself and my co-partner hold six acres and about a half.

16282. How much do you pay?—Myself and my co-partner are paying £12 16s. on the outskirts of the farm, where bullocks would be swallowed at the time we got it.

16283. The O'CONOR DON.—How long has that been the rent?—It is twenty years next spring.

16284. What was your rent before that?—That is the time I came to live on it.

16285. You took it at that rent?—Yes, he compelled me, and the man who would tell me I would be in it for all that time, but there is no other place to go to.

16286. Had you to pay a fine?—I had £6 fine myself, and my comrade paid £12 for a place without a ditch or a mearing wall.

16287. CHAIRMAN.—Who was your comrade?—Pat Brady.

16288. Did you divide with him afterwards or have you it together now?—Both of us have it divided between us into small patches.

16289. You are co-partners still?—Yes.

16290. Divided equally?—Yes—three acres one rood each.

16291. Who made the division?—We agreed between ourselves; we measured six and a half acres, and then we divided it into small patches between us the best way we could.

16292. The O'CONOR DON.—You have a piece here and a piece there, and so on?—Yes.

16293. You did not divide it so as to make one dividing line?—No, sir; it is only a patch here and a patch there; the place is too narrow and the land so bad we had to divide it in that way.

16294. CHAIRMAN.—Was this once part of a single farm held by Mr. Jordan?—Yes.

16295. And this was an outlying bit he wished to let off?—Yes, just on the outskirt of it—afraid his cattle would be swallowed.

16296. What Mr. Jordan is this?—He is the Crown Solicitor.

16297. Is that some of the best part of that land or is it inferior to what he holds himself?—He has kept the best part himself altogether that he can fatten

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Messrs.
John Staunton,
Edward
Fitzgerald,
and Martin
Conway.

sheep and bullocks on, but this land was only fit for fattening snipe.

16298. Do you know what Mr. Jordan pays the head landlord?—I am told it is £60 he is paying for the whole lot.

16299. How much do his tenants pay him?—Six tenants pay 4s. out of £47.

16300. Is Edward White a tenant?—Yes.

16301. And Austin Malley, Patrick Walsh, Michael Cusack, Martin Conway, and Patrick Brady?—Yes.

16302. Are there any other tenants on the townland?—No.

16303. The O'CONOR DON.—Do they all hold it in this way, one bit here and the other there?—Yes.

16304. You hold altogether about twenty-five acres amongst you?—Yes; the six of us hold about that amount.

16305. CHAIRMAN.—According to the return here White holds five acres one rood, Malley, Brady, and Walsh the same, Conway, three acres one rood, and Patrick Brady the same?—Yes; and there was not such a thing as a ditch that would keep out a lame goat when we came into it, and we had to make walls and everything at our own expense.

16306. You speak here for the other tenants, and you consider you have suffered a great deal these last few years?—I do.

16307. And taking the state of the land and your position, you say you are not able to pay this present rent?—They are not able to pay anything.

16308. Did you pay anything last year?—No, sir.

16309. Has Mr. Gordon got a lease of the whole?—I suppose he has a lease.

16310. Is this wet land?—Yes, and I have it cultivated so that, in a manner, it is worth £5 now, and it was not worth sixpence when we got it—yet, that does not do us any good. The land is worn out, and it is not worth 2½d. to us.

16311. How were the crops at first?—First when we took it the land was new, and it returned very well for a few years, but by constantly keeping up the tillage the land got worn out and was not fit to give anything but weeds and dirt and filth.

16312. Would not that be the case with any land if you let it go on without cleaning it?—The land that he has for himself, if it was tilled for a hundred years would not be worn out, for it is so good, but these outskirts he let to us were worth nothing.

Mr. John
Duffy.

Mr. JOHN DUFFY examined (with fourteen other tenants, introduced by the Rev. Jeremiah M'Evilly, P.P., Aughagower, near Westport).

16313. CHAIRMAN.—You are tenant on Mr. Charles M'Donnell's property?—Yes; I had four landlords in succession—Mr. Charles M'Donnell, Mr. Bernard M'Donnell, Mr. Bernard O'Flaherty, and Colonel Logan now.

16314. Who did Mr. Charles M'Donnell buy it from?—I don't know; he was owner when I came. £45 the whole townland paid in 1845.

16315. Was there any change?—Bernard, his brother, got it in 1850.

16316. Was it sold by him in 1851?—Yes.

16317. Who became owner then?—Mr. O'Flaherty.

16318. Was the rent raised again?—Yes, to £197.

16319. Was there any reason for the great rise on each change of owners?—There was no reason but the tyranny of the landlords.

16320. Who was the agent of the property?—Mr. Smyth.

Rev. J. M'Evilly, P.P.—The property, I may be allowed to explain, belonged to the M'Donnell family in fee-simple as I heard, then it was sold in the courts, and Mr. O'Flaherty purchased it and managed it for a few years, and he sold it again in the courts, and Miss Logan bought it, and she died, leaving it to her nephew, Colonel Logan, who is now possessor, and Mr. Sydney Smyth is his agent.

16321. CHAIRMAN.—Did Colonel Logan raise the rent?—No, sir. Mr. Smyth lowered a few acres held by others.

16322. He made a reduction on becoming owner?—Yes.

16323. What was that?—£12 2s. 7d. on the total rent.

16324. The present rent remains £179 17s. 5d.?—Yes.

Mr. Patrick
M'Ginn.

Mr. PATRICK M'GINN examined.

16325. CHAIRMAN.—You are a tenant in the parish of Aughagower, townland of Arderry?—Yes, sir. I bought the holding in 1851 at £28. It was wasted land I bought.

16326. You paid the landlord for it?—Yes; in 1851 I paid him £28.

16327. Who was the landlord?—Lord Sligo, and in 1853 he raised it to £60, and levelled our houses, and we had to pay £5 to the Sheriff. We had to build a house again at our own cost without getting one shilling help from him. In 1854 we had to pay to Mr. Smyth £81. According as we improved the land he raised the rent. In 1869 we paid £98, and we are paying it until we are paupers. He never would give us one shilling reduction; even poor-rate he put on us in full.

16328. How many acres altogether do you hold?—It was rough mountainous land, and there were about 40 or 48 acres of arable land; it is all bleak mountain, with heath growing on it.

16329. And you had the whole of it?—No, sir; there are eight tenants with me.

16330. You speak for them?—I speak for all, and I will prove that case as sure as you have that paper in your hand; Mr. Smyth was raising the rent from day to day until he left us a parcel of paupers.

16331. Since 1869 has there been any rise?—In 1869 they gave us the last rise, they put it to £98.

16332. After the Land Act there was no further rise?—There was no increase since that. I am now paying on rocky land, and I am not able to pay.

16333. Before that Mr. Smyth was raising the rents from time to time?—Yes; but he did not do it after; we have had no rise since 1869. We pay £98 for the land we bought in 1851 for £28.

16334. In 1851 it was £28?—Yes, £28.

16335. The O'CONOR DON.—Did you pay a fine with it?—No, we paid no fine; but paupers were in it, and it was sold to me.

Mr. Anthony
Kerrigan.

Mr. ANTHONY KERRIGAN examined.

16336. CHAIRMAN.—You live at Toulegee?—Yes.

16337. Who is the owner of that townland?—Lord Sligo.

16338. How long have you been there?—I am thirty years there.

16339. Did you come there thirty years ago?—Yes.

16340. What was the rent then?—£50 8s.

16341. When was the first rise of rent made?—It was about twelve years after coming in. There were three rises in the land since I came in.

16342. How much was it raised twelve years after you came in?—It was put up to £60.

16343. Was there any other rise that made it up to £84?—Yes; that was at the second rise, and on the third rise it was put up £10 more, according as we were making improvement on the land.

16344. *Patrick McGinn*.—My grandfather was the first who made a house on that village. The rent was first forty-eight guineas, then it was raised to £60, then to £84, and then to £94. The valuation was £81. There was heath on that land, and according as we were breaking that down, and carrying down lime-stone every spring, the rent was raised on our improvements. At that time there were forty houses

on the townland, and there are only four now, and they put so much on every house in my father's time, according as the house was good or bad.

16345. *Mr. SHAW*.—All these houses were valued at that time?—Yes.

16346. How many were there?—Forty houses at that time.

16347. Were they levelled?—They levelled all but four houses.

16348. What was the date of that?—It is about thirty-two years ago. I don't know what they were valued at, but there was about 10s. on each house, and that should be deducted from the valuation now.

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Kerrigan.

Messrs. EDWARD HERAGHTY and THADY HERAGHTY examined.

16349. *CHAIRMAN*.—You are tenants on the townland of Claddy?—Yes.

16350. Who is your landlord?—Lord Sligo.

16351. You want to tell us that the rent was raised?—Yes. The rent of the townland was £40. Thirty years ago—and the year of the famine there were ten or twelve tenants in the townland. Three or four of them broke, and they had to go, leaving waste lands and all there; seven of them remained in the townland and we were ejected then; they gave us a settlement for paying a year's rent for waste land and all. We paid forty guineas, and he gave us a new take of the land, and put it at £30. In two years afterwards he sent a bailiff for us; we did not know what business he had with us; we went into his office and his lordship told us that he was going to raise the rent up to £36. I was the only man that answered him, and I offered him £35. I did not know whether it was under the valuation or over it, and he said he would not give it at £35. Some of them consented to sign their names, and some would not. "If you go outside this office, one of you, when you come in again you will pay £40." We walked away, some refusing to sign. Some were reconciled to sign their names, and more objected, and when we were called in again to pay the rent £40 was down against us, and we had to pay £40. In 1875, *Mr. Smyth*, his agent, gave us a notice, which I have here. He sent his bailiff out and noticed us for £15 more of an increase. We had to sign our names to it sooner than go beg the world—

"Sir,—The Marquis of Sligo having directed me to

revalue the farm you hold in Claddy, and for which you pay a rent of £40, we have done so, and consider that your rent should be increased to £55, over and above the rates and taxes, including the landlord's proportion of county cess and poor rate. The increased rent to commence from the 1st November last. In this new letting the Marquis will reserve to himself all game, turf, turbary and timber, and royalties, as is usual on the estate, and I request your consent to this within one week."

This is dated 5th March, 1875.

16352. This is signed by *Mr. Sydney Smyth*?—Yes.

16353. He is Lord Sligo's agent?—Yes.

16354. That is signed by seven tenants altogether?—Yes.

16355. The O'CONOR DON.—Have you been paying that rent since?—Yes.

16356. What is the valuation?—The valuation is £34 5s.

16357. You say the rent was £40 at the time of the famine?—Yes; in the old times, and it was for £30 before that, and it was raised in a few years to £40, and the tenants were broken.

16358. Is this mountain land?—It is all mountain land, and there are so many acres that the very sheep or goats cannot trespass on it; they have that poisoned for game in the month of May.

16359. Do they get much run of the mountain as well for grazing?—I cannot graze anything on the most part of it; where they graze on it they are crippled; they are corrupted in their bones, and if they don't get a cwt. or two of bran they never will improve.

Messrs.
Edward
Heraghty and
Thady
Heraghty.

Widow HERAGHTY and Widow WALSH examined.

16360. *CHAIRMAN*.—Do you hold from Lord Sligo in the townland of Bracklagh?—Yes.

16361. You both held together?—Yes.

16362. You hold the townland between you?—Yes.

16363. In 1848 what was the rent?—£13.

16364. That was £13 between you?—Yes.

16365. Was it raised?—Yes; it was raised shortly after to £16.

16366. How many years after 1848?—I cannot say exactly.

16367. Was there another rise made after that?—There was; the £16 was raised to £20.

16368. Can you recollect when that was?—I cannot say, I think about 1875, when there was a general rise over the property.

16369. It was then raised to £20?—Yes.

16370. You say that the valuation is £14?—Yes.

16371. You mean the poor law valuation?—That is it.

Widow
Heraghty and
Widow Walsh.

Messrs. PATRICK MAGUIRE and MICHAEL NUGENT examined.

16372. *CHAIRMAN*.—You hold the townland of Keelkill together?—Yes.

16373. Thirty years ago what rent did you pay?—We paid £20 in the old time; it was raised since to £45.

16374. When was the rise?—We could not give any certain date, but it was from time to time up to £45.

16375. When was the last rise—in 1875?—Yes; about that time.

16376. Did you get a notice in 1875, saying there was going to be a rise?—Yes; there was a notice that it was to be raised to that.

16377. Do you think that is a rental you cannot pay?—Indeed we cannot; nor the half of it.

16378. How were you up to 1875, with the rent you had to pay then?—At the old rent of £20 we thought it was worth it at that time, but since we could not pay it.

Messrs.
Patrick
Maguire and
Michael
Nugent.

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Messrs.
Patrick
Maigne and
Michael
Nugent.

16379. What was the rent before the last rise in 1875?—It was £38.

16380. Was that a fair rent?—It was too high.

16381. You consider you were obliged to pay the new rent of £45?—We were obliged indeed, and his lordship raised it one time up to £30, at the second rise, and they were willing to pay it, and they said if we give in now there will be another rise in a few years, and his lordship said upon his word he would

never raise it again as it was the highest townland on the estate, and he allowed us £6 for burning lime, but he raised the rent afterwards to £45.

16382. Did you get turf free?—We had to pay so much every year for turf ever since.

16383. Was turf given free thirty years ago?—Turf was in the land we were paying for before.

Rev. J. M'Evilly.—The charge for turf is not high. It is only 2s. 6d. but it is on their own lands.

Mr. Patrick
Melia.

Mr. PATRICK MELIA examined.

16384. CHAIRMAN.—Do you hold the whole townland of Deryalra?—No, sir.

16385. Do you speak for the whole townland?—Yes, I will.

16386. How many tenants are there on it?—Four.

16387. Do you remember in 1866 what was the rent?—I am only six years in that village.

16388. Do you know what the townland paid in 1866?—I do not.

16389. You are under Lord Sligo?—Yes, sir.

16390. What was the old rent?—£18 when I went there.

16391. What is it now?—£26.

16392 I suppose you are the same way as the other tenants, paying something small for turf?—Yes, 2s. 6d.

16393. Was the rise to £26 made in 1875?—It was not.

16394. When was it made?—We got two rises. We got a rise in eight years, and two years afterwards we got another rise. Some were raised £2, and some ten shillings. I am raised thirty shillings.

16395. These gradual rises brought you up to £26 altogether?—Yes.

16396. You say the valuation was £15?—It is now £15.

Mr. Patrick
Malley.

Mr. PATRICK MALLEY examined.

16397. CHAIRMAN.—How many holdings have you in the townland of Bunraven?—Four.

16398. Under Lord Sligo?—Yes. The townland is held in three divisions, and there are four holdings in my division. I will speak for number two say.

16399. What is the first rent you remember there?—£28.

16400. Had you a rise after that?—Three rises.

16401. What were the dates?—The last rise was in 1875.

16402. What was the rent first?—£28.

16403. What was the next rise?—£2.

16404. That was £30?—Yes, and £3 on the next and £5 on the last, that makes £38.

16405. Mr. SHAW.—Your neighbours were treated the same way?—Yes.

16406. And in the same amount?—Yes.

16407. The last rise was in 1875?—Yes. The valuation is £29 11s.

16408. Do you hold it in common?—We hold it in common.

Mr. Thomas
Shanley.

Mr. THOMAS SHANLEY examined.

16409. CHAIRMAN.—You are a tenant on the townlands of Lackane?—Yes, under the Earl of Lucan.

16410. How many tenants hold that?—There are eight holdings.

16411. You all hold in partnership?—Yes, they have it in common.

16412. Was that ever raised before 1875?—Yes. It is about sixteen years ago since it was raised £8, and £5 8s. the next time. It was put up to £71 10s. 8d., and the last is between ten and eleven years since.

16413. You have been paying £71 10s. 8d. since?—Yes.

16414. Is this mountain land?—Yes, with a small patch of arable land.

16415. Mr. SHAW.—How far is it from town?—It is eight miles from this, and four from Westport,

and we pay £9 bog rent for bog that he has given to another tenant that he should have kept for us.

16416. CHAIRMAN.—You pay the other tenant?—Yes.

16417. Was that during the whole time of your holding?—No, I am only paying it five years.

16418. Mr. SHAW.—You got it for nothing before that?—Yes, and we have to pay the other tenant now.

16419. Did you ever build any houses?—I suppose they were built before I was born, and they are there still.

Rev. J. M'Evilly.—Walter Burke got a large farm from the Earl of Lucan and this bog was on it, and when the bog had run out they were obliged to go to this shaking bog. It is all on the same property. There is no other bog on the estate and we have to pay for it in addition to the rent.

Mr. John
Carney.

JOHN CARNEY examined.

16420. CHAIRMAN.—You hold under Lord Sligo?—Yes, at Aughagower.

16421. Were you there in 1842?—I was, but I had no land in my own possession. My father had it.

16422. What did your father pay?—£2.

16423. How many acres?—Thirteen acres three roods, but I am not sure of it, so they told me.

16424. Was that raised in 1867?—It was about that time, I think.

16425. To £6?—Yes, to £6.

16426. And was there any rise in 1875?—There was in 1874, I think. They served a notice on Christmas Day. That was the notice he served on me that Christmas Day (produces notice).

16427. That is the same document from Mr. Smyth?—Yes. It was raised to £8. The notice was served on Christmas Day, in the precincts of the chapel of Aughagower, by the bailiff of the Marquis of Sligo. I said I was not able to pay £6 in place of £8, and Murphy swore I would never put any crops again in the land. I would rather go out upon the world than promise to pay a rent I could not pay. It is a black shaking bog. £8 I have had to pay, and there was not a cartful of stones on it when I got it from my father. I built a house forty feet by fourteen feet, and offices the same, and never got a shilling towards it from the office. I did some drains too.

16428. Were these open drains?—Yes open drains all about it. I had to make a division to close it in

for my cattle, and never got a halfpenny for it. He gave £9 or £10 for drainage a few years ago.

16429. Did he allow it to you or did he drain it himself?—He gave me the undertaking for it, but I was not able to do the work.

16430. Was the drainage done for £9 or £10?—He was to pay weekly for it.

16431. He paid a man?—Yes, so much a perch; five feet drains two and a half feet wide.

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Mr. John Carney.

Mr. THOMAS HERAGHTY examined.

Mr. Thomas Heraghty.

16432. CHAIRMAN.—Do you hold under Lord Sligo?—Yes; at Mayneen.

16433. With others?—No, it is separate for itself.

16434. How many acres do you hold?—I hold about ten acres now; there were thirteen in it before the railway went through it, and it is reduced by about three acres.

16435. How long ago did you go into it?—I was born there, and my father was born there too.

16436. What was the rent you first remember paying?—The rent I remember paying first was £9. When Mr. Smyth came to the office he went out on the land and raised the rent from £9 to £12.

16437. That was the first rise?—Yes, from £9 to £12.

16438. Is that the present rent?—No, sir. We had it for £12 until fifteen years ago, until the railway came from Westport to Castlebar, and it took off three acres of the land, and we were reduced £2 in the rent until he gave the land the last rise in 1875; and he raised it from £10 then to £13 10s., after losing three acres of the best part of the land and leaving us the remnant on each side. Only that my father was old—eighty-two years of age—and my mother eighty-one years, I would not have remained at all, for I could not rent it at that. The chief part was taken away, and he valued the land taken by the railway at 13s. an acre but he valued our land at 26s. an acre. Then father objected to the rise in 1875, and would not sign to it, and when Lord Sligo came home he sent for my father; and he went to him, and objected to pay the rise. My father was going outside the office door, and Lord Sligo tipped the counter and said “upon my oath if you go outside you will never turn another sod in the place” and my father being old had to go in and sign to the rise.

16439. Was there any money allowed for the loss

of the land?—Not a shilling. There was no lease, and there was no compensation for any one not having a lease.

16440. No compensation from the railway company?—Not a shilling, my father made application to see to get the reduced land taken for taxes, and he went into the workhouse. He was told it was wiser for him to go in there in March, and the Revisor told him he had no power to make any allowance on the reduced quantity of land.

16441. Mr. SHAW.—You are paying rates on the full valuation of the land?—Yes.

16442. CHAIRMAN.—You are paying £13 10s., with three and a quarter acres less?—Yes, and the prime of the land gone, and nothing left but the waste land on each side, which was not worth sixpence a year.

16443. Rev. J. M'Evilly.—I desire to speak for two men, John Sheridan, and Daniel Hallinan, as I prevented them coming here. They are tenants on the townland of Ballygorman, parish of Aughagaver. Their total rent is £45, and their valuation £23 5s. The land is owned by Mrs. Burke who holds under Lord Lucan. They are sub-tenants to Mrs. Burke.

16444. Was there any advance on the rent lately by her?—No. That rent was settled on them by her husband, Mr. Walter Burke, and she holds since. Mr. Walter Burke took the best part of the land to himself and put the tenants on the worst part, the bad, broken, scraggy land, and they pay nearly a hundred per cent. over the valuation. The whole farm was valued and consequently their portion *in globo*, although bad is valued the same, and they are paying taxes the same as on the good part.

16445. The O'CONNOR DON.—When was this done?—Rev. J. M'Evilly.—It is twenty-six or twenty-seven years ago. I signed the statement of their case, for I believe it is correct.

Mr. MICHAEL M'DONNELL examined.

Mr. Michael M'Donnell.

16446. CHAIRMAN.—Are you a tenant at Carramore on Lord Sligo's property?—Yes.

16447. And your rent is £11?—Yes.

16448. These other tenants Thomas M'Greal, rent

£25, valuation £16; James Hogan, rent £9, valuation £6; Widow Walsh, rent £7, valuation £5 10s.; Laurence Geraghty, rent £5, valuation £3 15s.; Laurence Scabill, rent £4 9s.—Yes.

Mr. THOMAS BURKE examined.

Mr. Thomas Burke

16449. CHAIRMAN.—You are a tenant on the townland of Ayle, on the property of the Marquis of Sligo?—Yes.

16450. What is your present rent?—£9.

16451. How long has it been £9?—Seventeen years.

16452. What was it before?—£5 10s.

16453. What is your valuation?—Four years ago it was £5 15s., and it was raised to £6 3s.

16454. You speak also for another tenant named Sabina Burke?—Yes. She pays £5 rent, and her valuation is £3 10s. Her former rent was £3.

16455. It has been raised.—Yes, to £5. That is a rise of £2.

16456. When was that rise?—Seventeen years ago.

16457. Mr. SHAW.—Did you build upon your holding?—Yes I did, and I had to pay for it.

16458. You built the house?—Yes.

16459. CHAIRMAN.—And they increased the valuation?—Yes, they did rise it in the workhouse. My father built the house and improved the land—about four acres—which cost him about £60.

16460. Has the rent been raised since you built the house?—Yes, and since we improved the land. The first time Mr. Smyth came out the land was all in hishes and scrubs, and when he came out again he raised it to £5 10s., and then to £9. There are two acres not worth 5s. an acre, and I have five acres more under heath worth nothing at all, it would not rear goats.

16461. Is this part like what you reclaimed?—Yes, the same sort of land.

16462. That might be reclaimed if you were inclined to do it?—Yes, but when he put the third rise on me I had to drop it, with the load of rent he was putting on me.

16463. You were not able to pay?—We lost money by going on.

16464. You were afraid that the rent might be raised again?—Yes, if we did any more improvements the rent would be raised again. We are not able to live on it, nor can we leave it.

16465. Rev. J. M'Evilly.—On the townland of Dooncastle, Richard Waters has the same case to make. It

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Mr. Thomas
Burke.

is on the Earl of Lucan's property. I took the statements of the tenants. The rent of the townland in 1851 was £80, and it was raised up to £141; the ordnance valuation is £113.

16466. CHAIRMAN.—Has Richard Waters case ever been brought before Mr. Larminie?

16467. Rev. J. M'Evilly.—I don't know as to that. I am giving you what the tenants gave me after examining them critically. The rent of Rockfield townland was £40, it was raised in 1860 to £100

Messrs.
Thomas Horan
and Martin
Murphy.

Messrs. THOMAS HORAN and MARTIN MURPHY, examined.

16468. CHAIRMAN.—You are tenants of Lord Lucan's at Dooncastle?—Yes.

16469. What are your rents?—The rent of the townland is £141—£68 17s. 2d. it was for the half-year in 1865; £70 10s. for the half-year, ending 21st August, 1875, and before we had it for £80.

16470. How long ago?—I cannot exactly say.

16471. Was it so in your time?—It was, I paid it.

16472. When was the last rise made?—I could not tell exactly. It is not ten years, but it is over five.

16473. You are both on the same townland?—Yes.

16474. You are joint tenants?—Yes.

Mr. William
Hogan.

Mr. WILLIAM HOGAN, examined.

16475. The Marquess of Sligo is my landlord. I got a great rise in my rent. I bought at £13. My valuation is £13 10s., and my rent £19 10s. I built a house and reclaimed land, so that it will grow hay and cabbage, and everything, and we made mearing walls; and he never gave me a penny reduction or any assistance in making the improvements. I worked away as far as I had money. I got £100 from America, and as long as that stood me I worked away. I have a large family, and I used to pay my rent always correct, but I was not able to pay it last year, and he processed me, and I paced out my fine mare, and left myself without a mare since, and I had to support my family. I had some money sometime before, but I lent it to people, and I was run short, and the priest would not believe me that I had none.

Mr. Smyth charged me £10 at first, and he made me a promise he would never pull down my house. He sent me a process, and notice to the whole townland. I built a house with three large windows and three chimneys, and out-house and stables, and reclaimed about an acre and a half of land, and made beautiful good land of it, and I thought he would give me £10. He charged me 8s. costs on the process, and never gave me a penny reduction. I am not able to meet these calls, and the neighbours cannot afford to give it to me. It was raised from £13 to £19 10s.

16476. Mr. SHAW.—When was it raised?—The last rise is four years ago.

16477. You are not able to stand it now?—Badly. I have a large family—there are ten of us.

Mr. Walter
Gibbons.

Mr. WALTER GIBBONS, Bunrowan, examined.

16478. Mr. SHAW.—You are a tenant farmer?—Yes. My father's rent was £22, and it was raised to £26 in 1875, and together with that I got a notice including all rates and taxes, together with the landlord's portion of poor rate and public cess. Every man on the estate has to pay it.

16479. You pay the whole poor rate and county cess and don't get any allowance?—No; together with that we made a great deal of improvements on the land, drains under ground, and closed some of them, built houses on it and offices, and made stone walls. There are fifteen or sixteen acres of the land which have all gone into heather and wet land, and it is not able to graze a good sheep or cow. If they were brought into it they would be dead that day twelve months. There are only a few acres of good land and a cow would eat it all. The poor law valuation is £20 10s., and we are paying £5 10s. over that. I went to the Marquess last year and to Lord John Brown. I would get no potatoes from the union. I met Lord Sligo, and I talked to him. I told him I could not get them as I was a poor man—"If I kept the last rent I paid you I would not want to be begging for them," and he said, "I can do nothing for you; if you are not able to pay it give up the land." I said I was welcome to do that as there was no place else for me, but the very

minute I give up the land to you and that you close the door I will have to carry my father or leave him in the workhouse. If I was single-handed I would give you the land to-morrow. I have about £16 of the rack rent paid; it is very wrong and very unjust, and if it continues in five years it will amount to a year's rent. At the time he raised this rent from £22 to £26 neither the bailiff, agent, or landlord came to see the land or to know what it was worth. Either at home or in the office he valued it without coming even to see it.

16480. CHAIRMAN.—That was in 1875?—Yes. Mr. Smyth did not come to see my father's land, but in his own opinion whenever he thought there should be a raised rent he raised it. He raised mine from £22 to £26.

16481. How long has he been agent?—Since two years after 1846. It was either in 1849 or 1850. My father bought the land. In 1846 there was no one in this townland able to pay rent, but three men, and one was my father. The land of the village was about £21 cheaper than it is to-day, and in consequence of one bad year they were not able to pay the rent, and there are four or five bad years now, and still they mean to continue the old rent, with a raised rent put on since.

Mr. Owen
Malley.

Mr. OWEN MALLEY, Carraroe, Aughagower, examined.

16482. CHAIRMAN.—Your landlord is Lord Sligo?—Yes.

16483. What is it you want to say?—He raised the rent on us from £12 to £16. Our valuation was £13 10s., and then he raised the rent.

16483A. Was that in 1875?—Yes, the last rise was in 1875.

16484. A notice was sent round by Mr. Smyth?—Yes, I got that notice.

Mr. PAT. MALEY, examined.

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16485. CHAIRMAN.—You are also a tenant of Lord Sligo's?—Yes.

was £16 17s., and now it is £18 15s. My valuation is £12 2s. It is just the same story, we have all the same complaint.

Mr. Pat. Maley.

16486. What have you to complain of?—My rent

Mr. ROBERT VESSEY STONEY, J.P., examined.

Mr. Robert Vessey Stoney, J.P.

16487. Mr. SHAW.—Are you a land agent?—No, I am a landlord and tenant.

16488. Who do you hold under?—I hold under Colonel King-Harman.

16489. In this county?—In Roscommon, also under Mr. Kennedy in this county.

16490. Have you large farms?—I am paying within a fraction of £500 a year.

16491. All grass lands?—Yes.

16492. Have you a lease?—I have.

16493. What length is the lease?—It is an old lease, three lives still to run.

16494. The O'CONOR DON.—Where is your own land?—In this county.

16495. In what part of the county have you property under King-Harman?—Near Boyle.

16496. Mr. SHAW.—Is your own land let to tenants?—Yes.

16497. Have they leases, or are they yearly tenants?—Nearly all yearly tenants. I have given leases in Roscommon of my own lands, but my principal number of tenants is in this county, and they have no leases, and it was more upon the small tenancies I wished to be examined.

16498. The O'CONOR DON.—Have you got tenants in Roscommon?—Yes, on my own property, which I have in Roscommon, besides the property I hold from King-Harman, that is also in the neighbourhood of Boyle.

16499. Mr. SHAW.—What do you wish to say about the small tenants, are you satisfied with them?—I think something should be done to prevent subdivision. No landlord likes the trouble or the expensive way of going to court to evict them, there should be some jurisdiction before magistrates to prevent it.

16500. They have subdivided?—Yes, and of late years it is done every hour in the day.

16501. What part of Mayo is your property in?—I have two properties, but the one I speak of is on the other side of Newport, near the sea.

16502. It is mountain land?—Yes.

16503. Large tracts of land?—Yes.

16504. Is it reclaimable land?—It could be reclaimed, but it would not pay to do it.

16505. Would it not pay tenants to do it with their own labour?—It would.

16506. Do you allow them to do it?—I do, and encourage them to do it.

16507. What encouragement do you give?—I promise them a couple of pounds for every acre they reclaim, and help them.

16508. Do you put any rent on it?—No, not for the first five years, sometimes seven years.

16509. Have you a scale?—It has been done in so very few cases that the five years never came. I want to bring forward one or two instances of subletting and subdivision. John Sweeny held seventeen acres, three roods, thirty-nine perches, at a rent of £12 10s. There are eight tenants there, eight families acknowledged, and four unacknowledged, and the children are thirty-two in number, that is twelve families on seventeen acres of mountain land.

16510. They have large tracts of grazing land besides?—Yes.

16511. And that is the best thing they have?—But they have no cattle, what good is it.

16512. Have they no cattle?—No, they are in a semi state of starvation.

16513. They had up to the bad years?—No, I don't suppose they ever had.

16514. Do you try to prevent subdivision?—Yes, but it is almost impossible.

16515. There were four tenants originally on it?—Yes, and they became twelve.

16516. The O'CONOR DON.—In what space of time?—I could not tell. In another case, thirty-two acres, with a rent of £13 15s., have eight tenants, where there were originally three.

16517. Mr. SHAW.—The acreage you give is large for the rent?—Yes, that is a fenced-in holding.

16518. All the rest is mountain grazing?—Three thousand or four thousand acres mountain grazing.

16519. CHAIRMAN.—Were these subdivisions made before you bought it?—Yes.

16520. Mr. SHAW.—They have a right to the mountain?—They have rundale.

16521. Do they let the grazing if they cannot put their own cattle on it?—No. In order to get the estate into order no man's life would be worth sixpence purchase if he attempted to do what would be necessary.

16522. The rents are very small?—Yes. Twenty acres, £13; seventeen acres, £12 10s.; nineteen acres, £14.

16523. You collect from one person where they hold in common?—Yes.

16524. And he collects from the others?—Yes.

16525. The O'CONOR DON.—What do you propose as a remedy?—There ought to be some jurisdiction to prevent future subdivision.

16526. What would you do with the people who have subdivided?—To help the tenants there is out of the power of the landlord or any government. The only way to do it is by assisted emigration.

16527. Mr. SHAW.—Is there much of that mountain that could be reclaimed?—Well, I daresay a couple of thousand acres could be reclaimed, but I don't think it would pay the cost to do it.

16528. Suppose you have twelve tenants on seventeen acres could you not attach mountain runs to each of their holdings?—They have full permission to reclaim now if they wish.

16529. But it is in common now, and no one likes to do a thing if he would not be doing it for himself?—Colonel Gore's family attempted it on an adjoining property and they had to desist because the tenantry objected to it.

16530. Have you land that is not mountain let to tenants?—The Roscommon land is not mountain land. It is all good grass land.

16531. Did they subdivide there?—Not to the same extent. The land is good.

16532. CHAIRMAN.—The man values what he has that is good and doesn't like to divide it, and where it is bad he tries to get something out of it from another tenant?—I don't see anything but a new valuation for every part.

16533. The O'CONOR DON.—A new Government valuation?—Yes.

16534. Mr. SHAW.—How would that help you?—It would show the people what the valuation is. The present valuation is no basis whatever for the present rent.

16535. Do you think it is possible to make a general valuation a basis for rent?—It would take years to do it.

16536. By the time it was finished in one end of the Kingdom he should begin at the other end?—Another good system would be a modified form of the Longfield lease.

16537. You have no tenant-right on your property?—My father allowed tenant-right in Roscommon. A

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Mr. Robert
Vesey Stoney
J.P.

man is allowed to sell any little right he may have in the holding, but the landlord chooses the tenant.

16538. Does the landlord generally raise the rent on a change of tenancy?—Yes, to some small degree.

16539. And does he raise the rent on the death of the father if the son comes in?—Yes, on anything that is a change of tenancy, or the falling in of a lease.

16540. It is generally done by valuation?—Yes.

16541. You send a public valuator?—Yes.

16542. The people are dissatisfied with their rents in this country?—They were not up to two years ago. There were no people could pay better.

16543. The times were very bad?—I don't think the times had anything to do with it. The very best tenants I have are the men who won't pay.

16544. What do you mean by the best?—The best off. A man who pays £115 a year. I saw him with two very good plough horses, a fair stock in the farm-yard, and he has not paid a farthing for the last two years.

16545. Had he stock on his land?—Yes. He was ploughing when I saw him.

16546. What reason does he give?—Afraid to pay is the mere excuse. This is on a small property near Ballinrobe.

16547. Have you had any ejectments?—I had one ejectment in Roscommon, but I don't know whether it is carried out yet or not. I had one on my own property near Newport. It was a town house, and the woman was evicted, but came back the same night, and she is in it now although I have had her up and fined time after time. The Land League pays the fine and she is in the house still.

16548. Have you had any difficulty generally in collecting your rents?—Yes.

16549. This year and last year?—Well, it is only by coaxing you can get any rent at all.

16550. Do these people on the mountain farms pay well?—They pay better than the others I have been giving employment to a large extent latterly. I have spent £7,000 or £8,000 in five or six years on the property.

16551. What was it on?—On drainage and reclaiming clay land.

16552. You have it in your own hands?—Yes.

16553. Did it pay you?—I reclaimed some mountain land, and it did not pay, but I reclaimed clay land which was covered with stones, and that did pay, and I have very good meadows on it.

16554. Did you try to reclaim cut-away bog?—Yes. It did not pay.

16555. But the clayey stony land that was cleared and drained did pay?—Yes, and I have got good crops off it.

16556. It would pay a small tenant to do it with his own labour?—I think if they were to do it them-

selves it would pay. If they had to pay 1s. 6d. a day to a man it would not, but if they had the labour of their own family to do it, it would pay.

16557. Don't you think they would reclaim if they had held out to them the inducement of a long tenure?—I don't think they care for a lease.

16558. But they like security and fixity of tenure which good landlords really give their tenants, and there is no eviction except for non-payment of rent?—I never heard of any eviction in my neighbourhood except for non-payment.

16559. If the rents could be fixed at a reasonable rate, and security given, don't you think it would work well?—The Land Act has done no good for improvements.

16560. You think there should be something further in that direction giving them a real interest, and giving the landlord what was fair, of course?—I don't know. I think here and there where there is thrift, whether the man got a thirty-one years' lease or a hundred years' lease, it would be the same thing. I think, in a hundred, you will not find one thrifty man.

16561. You have hundreds idle in this county, and the only thing they want is labour; then you have land that is not reclaimed, and land not wisely, or to half its extent employed, so that you have the raw material that would pay if you bring it into shape. Don't you think there should be some manner of bringing the two together?—I think, probably, in a hundred years' time when the raw material is properly worked up you might begin, but I don't believe it would pay at the present moment. I think it would be a good thing to establish peasant proprietary as an example to others, if you could get hold of one thrifty man for the purpose. I would not make peasant proprietors of any men who could not show one-fourth of the money out of his own saving.

16562. These mountain lands are not worth anything at present, so that any moderate rent would be an advantage to the landlord?—I dare say it would.

16563. The O'CONOR DON.—Is there any other point you wish to give evidence upon?—I think there is one thing you must take into consideration in reclaiming land. If you give land to be reclaimed and put a tenant on it he will want a comfortable house which will cost as much as the reclamation of the land.

16564. They generally knock up a house for themselves?—They will, for themselves, but if you want the reclamation done they will not, and they will not be content with the ordinary house. I have built a few myself, and they are gradually getting into the same disorderly, filthy state, with cess-pools before the door the same as the others.

Mr. Patrick
Burke.

Mr. PATRICK BURKE examined.

16565. The O'CONOR DON.—Who is your landlord?—Mr. M'Cabe.

16566. What is your rent?—£14.

16567. And your valuation?—£6 15s.

16568. When was that rent fixed?—About fourteen years ago.

16569. What were you paying before that?—It was at that time I got the land, and I got it then at £12, and in three years time he raised it to £14, paying all taxes, getting no allowance at any time for poor rates or anything else.

16570. Did you do any improvements on your lands?

—Some drains. It was a shaking bog, and hardly any person could walk upon it.

16571. Was it open drains?—Yes, open drains, to dry the land, otherwise we could not work upon it.

16572. What is the total rental of your townland?—I think the whole amount of it is £49.

16573. Your landlord is a middleman?—Yes; and he pays £9 15s. himself for the whole amount.

16574. And the tenants pay him £49?—Yes. He is bailiff to the landlord.

16575. When does his lease drop?—I am not sure.

16576. Is it for lives or years?—I don't know.

Mr. PATRICK BUTLER examined.

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Mr. Patrick
Butler.

16577. The O'CONOR DON.—Who is your landlord?
—Patrick McCabe.

16578. He is a middleman?—Yes; and bailiff to the head landlord.

16579. Who is the head landlord?—Lord Gilford.

16580. What is your rent?—My rent is £12.

16581. What is your valuation?—30s., and I am told by the poor law guardian that it is only 20s.

16582. Is this reclaimed bog?—Yes; and I reclaimed about four acres of swampy lake where pike and trout and eels were when I came there. I have it giving a crop now. He gives me no compensation or money towards it.

16583. When was the rent raised?—It is thirteen years this spring since it was raised.

16584. How long before was it at the same rent?—Only two years. It was £8 10s., and he raised it to £10. My son was going to build, and he told him he would raise it to £10; and my son said, "I will not build," and he said, "Build any buildings or no buildings, you must pay it." I have the land fifteen years, and when I came into it my rent was £8 10s., and I built a house and barn and an outhouse, with a barn for my son, and the rent was raised.

16585. Mr. SHAW.—Was that after the rent was raised?—Yes.

16586. Are you dividing the holding between yourself and your son?—Yes.

16587. And you are both there now?—Yes.

16588. The O'CONOR DON.—Did he object to your dividing it?—No, he never did.

16589. Mr. SHAW.—Your son is married?—He is.

16590. CHAIRMAN.—You were able to pay until these wet years came on?—I was, by myself and my two sons going to England to earn the money.

16591. You went to England always till the bad times came?—We went in the harvest time, and came home at the spring.

16592. You did not go there in the bad times?—No.

16593. Before that time could you have earned your living out of the land without going to England?—No, sir, I could not.

16594. Was it all bog when you came there?—It was all swampy, wet bog, with neither a house nor wall nor anything.

16595. The O'CONOR DON.—Did you pay any fine upon going into it?—No.

16596. Do you know that the land, for which you pay £49, was valued at £6?—I do.

Mr. MICHAEL DUFFY examined.

Mr. Michael
Duffy.

16597. The O'CONOR DON.—You are a tenant of Mr. McCabe?—Yes.

16598. You have heard the last witness's evidence?—Yes.

16599. And your case is the same?—Yes.

16600. Your rent was £5, and it was raised to £7?—Yes, sir.

16601. And the poor law valuation is 25s.?—Yes. The first rent I paid was £6, and he reduced it £1. My father-in-law used to be grumbling, and saying it

was too dear, and from that out, he raised it to £7. It is only common boggy land.

16602. You reclaimed and drained it?—Yes, as well as ever I could.

16603. Mr. SHAW.—Do you go to England for the harvest?—I did; but I could not stand it.

16604. The O'CONOR DON.—Have you been able to pay the rent last year?—I paid some of it.

16605. Did he make any reduction?—He gave me £4; he gave it to me for £3.

Mr. STEPHEN FLYNN examined.

Mr. Stephen
Flynn.

16606. The O'CONOR DON.—You are a tenant of Mr. Charles Crotty's?—Yes.

16607. What is your rent?—£7 2s. 6d.

16608. And your valuation?—£4.

16609. Do you hold a divided holding?—Yes, sir.

16610. What is the rent of the whole holding?—£15 5s.

16611. Tell us what you did with the land—did you reclaim it?—I did, sir.

16612. What state was it in when you got it?—It was in a very bad state—all cut away bog, part of it heavy land and rushy land, and other patches of lea land that was sewed a long time.

16613. Do you hold any other land besides this?—Yes; we were changed down to this common land; we had for pasture very good land with it.

16614. Were you evicted off the good land?—Yes.

16615. When did this happen?—About twenty years ago. It was not for non-payment of rent.

16616. Mr. SHAW.—Did the landlord get it into his own hands?—Yes, and he has had it ever since as a farm.

16617. The O'CONOR DON.—The good land was taken from you, and you were put upon the bad land?—Yes.

16618. When you were put upon the bog, was the rent fixed at the present rate?—It was.

16619. At £7 2s. 6d.?—No. We bought a portion of the land for £15 5s.

16620. That was the rent that was fixed upon it?—Yes.

16621. You did not give any money for it?—No.

16622. What was the rent of the townland in 1846?—£100.

16623. What is the rent now paid for the bog part of it?—£149.

16624. Mr. SHAW.—After taking off the clay land?—Yes.

16625. Have you been allowed grazing on the land that was taken from you?—We had it one season for about eight months of the year.

16626. What had you to pay for the grazing?—£60. We were not allowed the grazing; we had to pay for it.

16627. That is, the grazing on the land that was taken from you?—Yes.

16628. The O'CONOR DON.—Is there a rule on the estate against subletting?—Yes; he made a rule about that. Then they did sublet and he forced them to sign an agreement.

16629. Did you sublet?—Yes; I am subtenant to my brother.

16630. Did he fine you for that?—Yes.

16631. What had you to pay?—15s. each, and there was a woman who had to pay 5s. fine.

16632. Did all the tenants from whom the good land was taken get some of this bog land?—Yes; all that remained in the village of them.

16633. Do you know anything about the Kinnury tenants?—I do; I am one of them myself. We paid £100 in 1846.

16634. Was that rent raised?—It was raised at the time Mr. Crotty came there.

16635. What time was that?—I could not tell.

16636. Was it about 1853?—He is about thirty years on the land altogether.

16637. What was it raised to then?—£144, about. He made twenty-four stripes of the whole village and common, and he put £6 on each stripe.

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Mr. Stephen
Flynn.

16638. In 1853 did he evict any tenants?—He did.
16639. What did he do with them?—He evicted them and turned them out—eleven tenants. He kept all the clay land himself—the best part of it, and made farms of the bog part; he made a farm of the good part and kept it a few years himself, but he had to sell it to an Englishman—he could not live upon it. About eight years afterwards he changed these tenants all

into it out of the good land. There were twenty-three tenants in all, and he evicted eleven. He made each of the remaining tenants pay the cost of evicting the others. He never gave us a copy of the lease but he charged for it. I think he made us pay 3s. 6d., and he made us pay deposit money for the keeping of the lease—£4. He never gave us back any of this money, and I asked it off him at different times.

Mr. Patrick
Kane.

Mr. PATRICK KANE examined.

16640. The O'CONOR DON.—You are a tenant of Mr. Crotty's?—Yes.

16641. Your rent is £10 and the valuation £5 15s.?—Yes.

16642. Do you pay anything besides the rent?—Yes; taxes, poor rate, and bog money.

16643. How much bog money?—7s. 6d., all the tenants pay that.

16644. Do you have to cut turf for him?—I was cutting turf at 7s. 6d. on another man's bog, and they processed me for it, and he promised me bogs in other places, but he never did since. He marked out a strip for me for which I paid so much rent, and I went in on the other man's strip to cut turf according to the landlord's direction, and I paid 7s. 6d. a year for that,

but Mr. Crotty never allowed the other man a farthing for that. We both paid £10 a year. He charged me deposit money for a lease, and he never gave me the lease or the deposit money. He read the lease to me, but I did not know half of what he was reading, and he gave me back £2 out of the £4 deposit money, because I was a poor man striving to rear a family in a poor place.

16645. Have you paid the rent this year?—I have paid some of it.

16646. Mr. SHAW.—You paid as much as you could?—I paid more than I could.

16647. Do you owe much?—I do, but I gave the landlord the preference at all events.

Mr. Patrick
Higgins.

Mr. PATRICK HIGGINS examined.

16648. The O'CONOR DON.—You are also a tenant of Mr. Crotty's?—Yes, on another townland.

16649. How many other tenants are on it?—Two more.

16650. How much do you pay altogether?—£26 3s. and bog money.

16651. How much for bog money?—7s. 6d. each.

16652. What is the ordnance valuation?—£4 15s.

16653. When did you take this land?—My father took it fifty years before. I am about fifty years there since my father.

16654. What state was it in when you father got it?—It was grass land; there was not a sod broken on it. There used to be snipe on it.

16655. CHAIRMAN.—Is it dry now?—It is, and we are draining it and drying it as well as we can.

16656. How many acres of reclaimed land have you yourself now?—Between good and bad I think seventeen and a half.

16657. How many are growing crops for you?—Three or four acres, there is some not worth being sowed at all.

16658. Is that quite drained?—It is drained but I did not close them.

16659. You cut the drains deep, and left them open?—Yes.

16660. They are open drains?—Yes, the land is very wet.

16661. Do you keep them open every year so as to prevent their filling up again?—We do.

16662. Is the water always running in them?—It is.

16663. The O'CONOR DON.—What is your own rent?—My rent is £8 13s. 4d.

16664. What was the rent of the whole land for which the £26 is now paid?—The first my father gave for it was £9 a year. I was paying £9 myself before Mr. Crotty came in. He raised it from £9 to £26.

16665. When was that?—I think he is in it now thirty years.

16666. Did he raise it all at once from £9 to £26, or by degrees?—By degrees.

16667. When was the last rise?—I think it is twenty years ago.

16668. You have not been changed since?—No.

16669. You have not had a rise for twenty years?—No, sir.

16670. Were you processed for the rent at any time?—I was processed two years ago for a years rent, and when I did not come in to settle with him in ten days time—I stayed two days longer, and when I came in he would not give me any settlement until I paid £1 17s. 6d. for costs. He said I would only have 10s. to pay if I came within ten days, but I had to pay £1 17s. 6d., and he never entered my process.

16671. Had he the process entered?—No, he had not entered the process.

16672. Mr. SHAW.—But you could not help yourself?—I had to go in and he would not take it from me until I came in to Mr. Kelly, and settled with him. I built a house and reclaimed the land, and I never got a penny help. He has my £4 yet, and he threatens me if I don't pay turf money.

16673. Rev. Mr. Thomas, P.P.—I think owing to the small quantity of land these men had they sunk into arrears. I know the arrears accumulated a good deal before the bad years came. The bad prices, together with the rents and the badness of the harvest in England, prevented them paying their rent.

16674. The O'CONOR DON.—Wasn't this Mr. Crotty's life attempted on one or two occasions?

Rev. Mr. Thomas.—Yes, and he always takes a pride in showing where the bullets went through his hat.

Mr. Patrick
O'Donnell.

Mr. PATRICK O'DONNELL examined.

16675. CHAIRMAN.—Who is your landlord?—Mr. Stephen Gibbons, of Westport.

16676. How much land do you hold?—I hold sixteen or seventeen acres altogether good and bad as it is.

16677. What do you pay for it?—£15 13s.

16678. How long have you been paying the same rent?—I am paying it myself for the last sixteen years.

16679. Mr. SHAW.—It has not been raised for a good while?—No, sir, because it was too high as it was.

16680. Is it near the town?—No, sir, it is three

miles from the town of Westport, and the valuation is £9 6s., and paying that rent it must be out of the way dear.

16681. Is it bad land?—It is not worth 5s. an acre—with rocks and stones. It is spongy ground.

16682. Did you buy it?—No, my father lived there before me.

16683. CHAIRMAN.—Did you do anything in the way of improving it?—I did. I reclaimed about an acre and a half myself since I came there, I took stones and rocks out of it.

16684. Was it old turf bog?—It was clay land.

16685. Did turf grow on it?—No, it was hilly.

16686. Did you make the stones into walls and roads?—Yes.

16687. Did you make any drains with stones?—Yes, I did the best I could.

16688. Did you find that that improved the land a good deal?—I found all the drains I made drained the land, but I have about ten acres of hill, and it could not be drained, for it is all rocks and stones, and you could not get three yards without a big rock. The rent was not raised on me, but it was striped a few years before I went there, and he raised the rent too high. My father lived there, and I remained there and got married after he died. He is dead about ten or twelve years.

16689. Mr. SHAW.—Did you ask him to reduce the rent at all?—He would not reduce it. We offered him the valuation of the land a few days ago.

16690. Before these bad times did you ever complain?—We often complained, but it was no use, he would not reduce the rent.

16691. You built a house?—Yes, my father built one house, and when I got married I built another

house. My father died, and I have got both houses now.

16692. CHAIRMAN.—What did he say when you asked for a reduction?—He said he would not give it. I was sent here by the townland. Their valuation is low, and their rent very high.

16693. How many tenants are there on the townland?—There's John Ready, Pat. Heally, John Hanley, Thomas Gibbons, Martin Murray, and others.

16694. Are their rents in the same way?—Yes; the valuation is low, but it was high enough for the land, and the rent is up to nearly double on each of them.

16695. Do you find by the actual working of the land that you cannot make the rent properly out of it, or is it only because you see that the valuation is low that you think the rent high?—No, sir, but the land is bad.

16696. You say it is not worth the rent?—I could swear to it.

16697. From trying it yourself?—Yes.

16698. Have you worked hard upon it?—Yes, and I could say it is not worth anything like the rent, and signs upon it we are not able to pay it. This last three years the crops failed, and the potatoes did not grow.

16699. Mr. SHAW.—Were they able to pay the rent before in the good times?—Yes they were, and did pay it, but some owed two years' rent before.

16700. CHAIRMAN.—Before the bad years were they able to lay by anything?—No, sir. They got along with the rent paid, they might have a cow or two.

16701. Were any of them in the habit of going to England?—Yes, most of them.

16702. Do you go yourself?—No, I had no help.

The Commissioners then adjourned until next morning.

Oct. 19, 1880

Mr. Patrick O'Donnell.

TWENTY-THIRD DAY—WEDNESDAY, OCTOBER 20, 1880.

The Commissioners sat in the Courthouse, Castlebar, at 10.30 o'clock.

Present:—The Right Hon. the EARL of BESSBOROUGH, Chairman; The O'CONOR DON, and WILLIAM SHAW, Esq., M.P.

Mr. EDWIN THOMAS, Barley Hill, Westport examined.

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16703. CHAIRMAN.—You are an agent and also a tenant farmer?—Yes.

16704. What is the extent of your agency?—One agency is 7,600 acres.

16705. 7,600 acres—whereabouts is that?—That is the Newport estate, Sir George O'Donnell's.

16706. 9,700 acres—where is that?—Between Claremorris and Ballyhaunis.

16707. And whose is that?—Mr. John Nolan Ferrall's.

16708. 19,150 acres?—Yes; I was agent to that. I am not agent to that estate now, but I can speak of it; in fact, I know it better than the others.

16709. Whose is that?—The trustees of the Achill Mission estate. It is on the island of Achill.

16710. Mr. SHAW.—Has that been sold?—No.

16711. They were trying to sell it?—Yes, but they would not get anybody to buy it at present.

16712. CHAIRMAN.—On the properties you are connected with, is there tenant-right or something corresponding to it?—There is tenant-right on all of them, a sale with the consent of the landlord.

16713. Any restriction as to price?—No restriction as to price whatever, provided the tenant is solvent—the sale is even not restricted to the other tenants on the estate.

16714. Mr. SHAW.—Is that common in the county, that liberty to sell?—On some estates it is not allowed at all; on the adjoining estate of Lord Sligo I believe it is forbidden, but we have had it for years on the Newport estate and on Mr. Ferrall's.

16715. CHAIRMAN.—Has the result been that you have had no great number of evictions?—I don't think

it has affected it at all, but since the land agitation I don't think they would either buy or sell, in fact they would not be allowed by the Land League.

16716. Mr. SHAW.—If a man was selling of his own accord would he not be allowed?—No, not even if a man wished to sell and go to America. I had a case last week on Lord Vaux's estate, a small estate near Newport; a woman wanted to sell and go to America and she would not be allowed.

16717. CHAIRMAN.—Is that from the bad times not making the buying so popular?—I think they are prevented; that the idea has got into their heads that they can have the land for nothing.

16718. That would be a disinclination to sell, not to purchase?—I think both, it has completely come to a stand-still.

16719. Mr. SHAW.—Might it not be from the times being bad and the rents high that the people don't wish to invest at present?—I don't think it is, because the tenants I speak of, their rents are very small indeed.

16720. And small holdings?—Yes, too small; in fact it is quite impossible for them to live on them.

16721. CHAIRMAN.—How do they support themselves then?—They go to England and Scotland, that is the way the small tenants support themselves. The average of them only hold about seven or eight acres, at the outside ten acres of inferior land; some of them not so much. In Achill they are very limited indeed.

16722. What sort of land is it?—In Achill it is all mountain land, reclaimed.

16723. To what extent reclaimed?—On the Achill Mission estate there are 600 tenants, and there are only

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about 2,000 acres reclaimed, and that leaves a very small amount for each tenant.

16724. Is that reclamation real and permanent and of good description?—It is reclaimed as far as giving tillage crops.

16725. And land drained?—Well only very moderately drained.

16726. Mr. SHAW.—All done by the tenants?—All done by the tenants, it is merely a mearing between their open drains.

16727. Have they any commonage?—They have a mountain but they pay 5s. each head for the cattle they put on it per annum.

16728. What would be the rents now on that property?—The rents vary from 5s. an acre to £1.

16729. There are some as high as £1?—Some; very few. They all live in villages at that place. It is most remarkable, perhaps the only place in the west they live in villages, and their holdings are a long way from them. It is a very bad system.

16730. Then seven or eight acres would be a large farm?—It would, in fact the average is about four acres.

16731. Do they fish?—Very little, it is greatly neglected.

16732. There is fishing?—Plenty of fishing, I have fished myself and know what it is but it is greatly neglected.

16733. They require large boats?—Yes, and they have not got those large boats, like Yarmouth boats and Dublin trawlers, but at the same time you would have to take away a great portion of the population, they are too crowded, even if the fisheries were opened up.

16734. CHAIRMAN.—Does that arise from subdivision?—It did.

16735. Mr. SHAW.—Is that continuing?—It is, you cannot prevent it. I never recognised it on the rental, but I know it was done, you cannot prevent it.

16736. CHAIRMAN.—To a great extent they live by the money they earn in England?—Solely.

16737. Do you think anything could be done by giving employment there for the reclamation of the land?—You might give employment, but I don't think you could get any beneficial effect from it. I don't think the people could sustain themselves on the holdings they reclaimed.

16738. Mr. SHAW.—Is there much land reclaimable in addition to the small farms?—A good deal of land.

16739. That could be made as good as the small farms?—I believe it could.

16740. If their holdings were squared and they got strips of this unreclaimed land on long leases at low rents, do you not think they could reclaim?—By degrees, I think a good deal could be done, by giving a little each year, it is very difficult to labour it.

16741. Is there not plenty of manure to be got?—There is not.

16742. Sea-weed?—There is not sufficient sea manure for the land that is tilled at present.

16743. CHAIRMAN.—If it could be done in that way, do you think it would be remunerative to the persons who found the money, suppose they borrowed from Government? Do you think there would be a rent payable on it sufficient to make it remunerative?—I am afraid it would not. It has been tried in some of the neighbouring districts, Ballycroy, by Mr. Clive, and I don't think he has made money on it.

16744. Do you think there is any desire there, on the part of the people, to purchase their own holdings?—I think not, the system on that island is quite different from other places, the holdings are so small and so cut up you could not lay them out. For instance a strip of land laid out years ago, there may be eight different holdings on that now.

16745. There might be a restriping and then selling, if such a thing was to be carried out?—Then what are you to do with those who are cut out. I think emigration is the only thing for those small people, if they can be assisted by Government.

16746. Mr. SHAW.—Would they go?—I really think some of them would.

16747. Families?—Families would go if they got an inducement, it is really a miserable state of things, no one has an idea of it.

16748. CHAIRMAN.—Do you think if they went their land could be added with advantage to that held by the others?—I do. I think if you took two-thirds off, the rest might live.

16749. Mr. SHAW.—Are there any other large proprietors on the island?—Mr. Pike, he resides there.

16750. Does he allow tenant-right?—I think he does.

16751. Subdividing?—He says he does not allow them to subdivide, no one actually does, but you cannot prevent it. Two of them live in one house and divide the land between them.

16752. Divide the produce?—Yes.

16753. CHAIRMAN.—They began by dividing the house, and then apportioning off the land?—Yes. The daughter gets married and gets one-third of the land, or the son gets married and gets one-third, and so on.

16754. Mr. SHAW.—But the men go to England!—The able-bodied men go to England and the girls to Scotland, they simply pay for these houses as lodgings for the winter.

16755. CHAIRMAN.—Do the family all go?—The girls go, any of those that can, to Scotland.

16756. Mr. SHAW.—The children remain there and old women?—Yes.

16757. And they are really English and Scotch labourers?—Yes.

16758. CHAIRMAN.—How is it they are not better off when they have got the earnings of several months?—The amount of money they bring back is on an average £10, some may bring £7 or £8, and others £15.

16759. Mr. SHAW.—Out of that they have to pay rent?—Yes, and they have as much potatoes, probably, as will stand them three or four months in the winter.

16760. CHAIRMAN.—Is there turf there?—There is plenty of turf free, but they have nothing else, they are buying the rest of the year, going credit to all the shops.

16761. Mr. SHAW.—Is there no industry in the island?—None; no trade of any description.

16762. Do you think the land generally would not pay for reclamation on a large scale?—I think not. You have first to contend with the climate and then with the worst description of land, only poor boggy land, some ten feet deep.

16763. CHAIRMAN.—Is the rainfall very great?—Very; it is one of the dampest places in the West.

16764. Can you tell the amount?—No; not exactly. This has been an exceptionally dry season, but it was very wet during the time I was staying there.

16765. Mr. SHAW.—Generally paying their rents pretty well?—They used to pay them uncommonly well until the last few years.

16766. You reside near Sir George O'Donnell's property?—I do.

16767. Is it mountain land?—No; the land is very good there, some parts of it.

16768. Does he eject except for non-payment of rent?—Never.

16769. Does he build or improve the place, or do the tenants?—He has not done anything since the passing of the Land Act. His father, Sir Richard O'Donnell, spent £40,000 on the property, part of which was sold in 1854.

16770. But since then he has let the tenants work away themselves?—Yes; on the large holdings they are all leased. Occasionally he gives an allowance for improvements.

16771. They are improving fairly?—The men under lease are very well off.

16772. What are the average rents of the small and large?—The small tenants are about £7 or £8.

16773. How many acres?—We allow them to take

in as much as they like of moorland, and they have a freedom of grazing, but it is very hard to say, the land has not been measured for some time.

16774. Do you put on a rent when they reclaim?—We do not, and they have grazing free.

16775. And are they comfortable?—Very comfortable and well paid up—the best estate I have to deal with.

16776. Is it near Westport?—Within six miles. The land is very good, and we have some fine tenants there.

16777. Are they Irishmen or Scotchmen?—One or two Scotch, but the majority are Irish.

16778. And they are improving tenants?—Yes.

16779. And doing well?—Doing very comfortably, and can make a good living.

16780. CHAIRMAN.—Is the climate different on the land and on the island?—I think the climate is different at Newport, there is not much difference, Achill is 25 miles north of Newport, but then it is an island, and it is damper and colder, and then the land is very different; we have some land as good as in Meath.

16781. What kind of land is Sir George O'Donnell's?—Clay gravel.

16782. Is there any limestone?—No; but it can be got easily from the islands.

16783. Mr. SHAW.—Mr. Ferrall's is near that?—No; between this and Ballyhaunis.

16784. Are the farms very large?—There are some very fair farms—men paying £30, £40, £50, and £60 a year, and others £5 or £6.

16785. They have no mountain grazing?—No.

16786. But they have bog there?—No, very little in some places.

16787. CHAIRMAN.—Is there tenant-right there?—Yes.

16788. Mr. SHAW.—Are they able to get any money for the holdings?—No.

16789. Did they before this?—Oh, yes, it was very general, but now there is no changing at all and no buying.

16790. Paying the rents pretty regularly?—They have done up to the last year, but they all owe money now—they are not allowed to pay. I went down to collect the May rents, and four of the Land League were outside and examined every receipt I gave, to see was I giving a reduction. The men told me we have got our money, but we are not allowed to pay it.

16791. Did you give a reduction last year?—Twenty-five per cent. on the year's rent, and 10 per cent. on the half-year's rent due 1st of November.

16792. CHAIRMAN.—Is there subdivision on these two properties?—Oh, not at all to the same extent; in fact, I may say it does not go on at all.

16793. In the island has subdivision increased since the Land Act?—I don't think it has made any change.

16794. Has it made no difference in consequence of the claims of all the family on the death of the father?—No, it generally reverts in that case to the eldest son. Sometimes they have disputes, and the other brothers leave. Generally speaking they live on good terms with one another and divide the land.

16795. Then that is subdivision?—Yes, that is on the island.

16796. Mr. SHAW.—Is there anyone to prevent them there; the Society does not take much trouble about it?—The agent is supposed to prevent them. If I found it out I generally served an ejectment on them, but it is impossible to find it out with a large population. It is done before you know anything about it; you cannot watch over it in these villages; the villages are common and they are not paying rent for the houses.

16797. CHAIRMAN.—This was on a common?—Yes, squatters on a common.

16798. How do they keep house?—Wretchedly miserable.

16799. Mr. SHAW.—The other landlords have a

rule against subdivision?—On Mr. Pike's estate, I believe, they subdivide, but are prevented if possible.

16800. But, on Sir George O'Donnell's?—It is not allowed. We have a much better way of preventing it, because the houses are not up together and each tenant is on his own holding.

16801. Do they ask your permission to subdivide?—No, they have gone away to America latterly, a good many of them.

16802. CHAIRMAN.—Do they arrange among themselves the share, or get an arbitration?—They arrange among themselves the division.

16803. The holding itself being reckoned towards the share of one of them?—Exactly.

16804. In general the oldest?—Yes.

16805. Are there many leases still existing on these properties?—On the island there are no leases hardly at all, but on Sir George's estate there are a good many leases of the large holders.

16806. Are they underlet?—They are not sublet.

16807. Mr. SHAW.—They don't seem to care about doing it?—That class of tenants do not; they know their own interest better.

16808. CHAIRMAN.—I see in reply to the question as to any suggestion of alterations in the law you say, "Ulster tenant-right should be extended to all parts, and the rents fixed by revaluation"?—Yes, I think there ought to be a revaluation.

16809. You mean in place of the present Poor Law valuation?—Yes, I don't think it is a criterion to let land by.

16810. And causes dissatisfaction from the excess of rent over the valuation?—It does.

16811. Do you think there ought to be, as much as possible, written agreements between landlord and tenant?—Yes; certainly.

16812. So that they may know exactly the terms upon which they hold?—I think so. I think the system is much too loose now the way they hold.

16813. I suppose on the island there is very little of a labouring population separate from those who are called labourers?—They are all the same.

16814. But, on the other properties are there labourers on the farms?—Yes, under the farmers, and they have a house and garden as part of their wages.

16815. And are they pretty comfortable?—They are as long as they get the earning.

16816. What sort of houses do they get?—A fair cottier's house.

16817. Built by the farmer?—Built by the farmer.

16818. Are there many labourers holding from Sir George O'Donnell?—No, there are not; they live in the town of Newport. A great deal of it is grass country which does not require much labouring.

16819. Mr. SHAW.—Is it principally large grass farms?—Yes. In fact they, the large farmers, found labour so expensive, and crops not turning out so well of late years, they found it better to turn it into grass.

16820. It is hard ripening crops there?—Yes, from the rains and storms.

16821. CHAIRMAN.—I suppose these last seasons have been very bad?—Yes, there have been three very bad seasons, indeed.

16822. And the previous seasons had been very good for some time?—They had, and the three late have been very bad.

16823. They got into what you may call a better style of living, at all events a more expensive style in good times?—Yes.

16824. And the consequence was they could not go back in their expenses, and they got into debt?—Yes. There is one man in Westport, a shopkeeper, is owed £5,000 in Achill.

16825. Do they keep poultry in these parts?—Very few. There are dealers in Westport and Newport, they buy them in the markets.

16826. Mr. SHAW.—Buy eggs too?—Yes.

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16827. But the fishing business is not pursued?—It is utterly neglected. I think a great deal can be made out of it if properly worked, but it would have to be done by strangers, natives would not do it.

16828. The natives would work the boats well?—

If they were taught, but it takes them a long while to learn, because they are not fishermen, and the boats they have got are very inferior, also the gear.

(The witness then withdrew).

Rev. Anthony
Waters, R.C.A.

Rev. ANTHONY WATERS, R.C.A., Castlebar, examined.

16829. CHAIRMAN.—You have some information you can give us as to the property of Mr. Falkiner?—Yes.

16830. Is he a landlord in this neighbourhood?—He is, sir.

16831. Close round?—Living in Castlebar.

16832. And the property just outside?—The property within about two miles of the town, in this parish.

16833. What is the point you specially wish to bring under our notice?—I have been speaking to the tenants, there are more landlords mentioned in that paper than Mr. Falkiner, but I have given particular cases. In Mr. Falkiner's they are nearly all the same. I have given the first there; the valuation is 35s., and the rent £9, I think.

16834. Five acres of land?—Yes, sir.

16835. Is that on the ground of its being a town-park?—Not at all, it is too far off, I believe it is hardly worth the valuation.

16836. Mr. SHAW.—Poor land?—Poor land.

16837. Is it boggy or stony?—It is boggy, and that sort of weak, half clay ground, and bog ground.

16838. Has the rent been raised lately?—Not as a townland, but there are some persons in the townland who were asked to give an increase, for instance one man told me, and told me in the presence of the whole village, his neighbours, that his rent was £12, the Government valuation £5. However, it must be said for Mr. Falkiner, that he has put on no actual increase, he bought at these figures, and kept it unchanged.

16839. CHAIRMAN.—Is that tenant named Michael Lawless?—Yes.

16840. And are other tenants at the same?—They are about the same.

16841. Mr. SHAW.—The same class of land?—Yes.

16842. CHAIRMAN.—Do you know when this high rent was put on?—It was at the time it was in the hands of the late proprietor, Mr. Sheridan, who lived at Pheasant Hill, and he was constantly increasing it, and was anxious to sell it, as he did; he thought that by having a high mark of rents it would go high in the market.

16843. Do the tenants improve at all?—The place is nearly in the same state for the last twenty years.

16844. Mr. SHAW.—Is it improvable land?—Well it is a cold worn-out sort of land.

16845. When did Mr. Falkiner purchase?—Seven or eight years ago.

16846. And up to that time the rents were being increased.—Constantly increased.

16847. CHAIRMAN.—This was in Derrywash?—Yes.

16848. Mr. SHAW.—Is it a large property?—I think the rental of it must be something about £500 or £600 a year.

16849. And a good many tenants?—Too many tenants for the amount of land. It is on the road from this to Westport.

16850. CHAIRMAN. In the townland of Corres, John Fox?—Yes; that is a place that was bought by Mr. Ireland. He became a bankrupt, and he mortgaged it to the National Bank for some money, and he was sold out, and the land fell into the hands of the National Bank, which has not changed the rental since it got it.

16851. Rent for six acres, £9?—Yes.

16852. Mr. SHAW.—Is it prime land?—Well, it is not bad land; it is fair land some of it; some of it is

not worth anything—that sort of land that you find here a good field and then a field not worth anything.

16853. You think the rent is an excessive rent?—It undoubtedly is, the person who gave me that evidence and showed me his receipts was almost walking about in rags.

16854. CHAIRMAN.—Are there many tenants on it?—Not many, six or seven; and a portion of it is grazed by a farmer. I don't know the extent of that.

16855. Mr. SHAW.—Where does it lie?—To the south-east of Castlebar.

16856. CHAIRMAN.—Who manages it for the bank?—The manager receives the rents.

16857. And I suppose held by them, it won't be redeemed by the owner?—No, sir; the National Bank strove to sell it several times and could not.

16858. Mr. SHAW.—Could not sell it to the tenants?—They did not make any offer.

16859. Because that seems a case where they could try it if they were able to do it?—They could not make up the purchase money.

16860. CHAIRMAN.—Could they do it if there was an advance made to them to purchase?—Some of them could, others could not. One of them is a National teacher, and I think he would be able to make some advance. There was a case sometime ago of a sale, and I was then the administrator of the place, Clare Island. It was offered for sale by Mr. Berridge, who bought up a portion of the Law Life property, and I was most anxious the tenants would buy it, and I called them together and asked them would they be able to manage one-fourth of—at any rate one portion of the island. They began to tell me what they were worth, and I found by selling everything they had they would not be able to do it, and it would be only just washing them out.

16861. Mr. SHAW.—A burden they could never pay?—Yes. Two or three gentlemen came to me, and one of them from the County Galway said to me that he came to the island to see it, and asked me whether I thought he ought to buy it, and if so what it would be worth. I told him I was doing my best with the tenants at the time to arrange if they could buy it. "How much," said he, "can I give by putting on a slight increase?" I told him if he had any notion whatever of increasing it to have nothing to say to the island. It was then bought by Mr. M'Donnell for £12,500.

16862. Did he put on any increase?—He strove to do it in this way. Mr. Robinson, who was the agent of Mr. Berridge, said to the tenants—"Add the poor rates and public cess to the rent, and we will call the whole of it the rent;" and then he said—"I will give you three receipts—one for the poor rate, one for the rent, and one for the public cess." This was done, and for a long time it was carried out. When Mr. M'Donnell got the place, he wanted to make these three things the rent alone.

16863. Was it put down on the rental as such?—Mr. M'Donnell tried to do it when he first called on them for the rent; one man paid it, and I told the rest not to pay it and they did not. Some correspondence passed between myself and Mr. M'Donnell in the public journals, and he was afterwards satisfied not to put on the increase.

16864. Do you think he thought he was buying three separate rents?—I am quite sure he knew the rental and the state of the island from Mr. Robinson.

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16865. The tenants are very poor on the island?—I think they will have to leave it. It is a place no person ought to live in. I was there myself and I was four weeks in it. I could not leave the island. I remember a shoemaker went from there to sell some things, and he was four weeks stormbound in Westport, and had to live the best he could and his family on the island. When they want to take cattle to a fair they must leave three or four days before the fair if they have any urgent need of selling the beast, and sometimes the price they get will not pay their expenses.

16866. Do they fish much?—No; the fishing there is a deep water fishery; the sea is a most terrible sea in roughness, and, in order to have a fishery successful, there should be a large smack got, and arrangements for a deep water fishery. They could not keep such a boat at present; they have no quay.

16867. Is the island poor?—It is. It could be rich.

16868. CHAIRMAN.—From the fishery?—No, from other sources.

16869. If there was money spent in reclamation?—If there was it would pay forty per cent.

16870. Mr. SHAW.—And fewer people?—There are not people enough, if there was work to be done.

16871. And has Mr. M'Donnell sold it again?—He has not.

16872. CHAIRMAN.—We have heard a good deal that, since the Land Act, the landlords generally have not felt secure of a return for their improvements if they made them. Do you think that is the case?—I think at present there is not a feeling in the country in favour of improvements. I know a case of this, a sort of disheartening thing for the tenants. On Lord Sligo's estate, while I was at Clare Island, after the Land Act, he summoned his tenants about Louisburgh, to the Courthouse, to meet him one day, and he told them he had called upon them to consent to a certain increase. There was one person had a small portion of land that he took for the site of a house; his name is M'Namara; he lives seven or eight miles south-west of Louisburgh. He was a man in a good position, and had land in another place, and wished to make a comfortable residence for himself—what they call a thatched house; he drained this spot, and made a bit of a road into it, and put good walls around the place. I think there was an acre and a half of it. He was paying, I think, 15s. for it at the time. I am speaking now from memory; the man himself told me the case, and there were two other priests present when he was telling me. When he had the house built, Lord Sligo told him he should pay £3 a year for it, and he paid this. In about two years after that, he was told he should pay £5, and he then said he would not.

16873. Mr. SHAW.—And how much land was in it?—I think about an acre and a half. I know the length and breadth of it, as far as looking at it, and I am only just making a guess now. He was one of those summoned in, and was asked would he pay this rent, and they all refused, the whole of them. The explanation the people gave of the affair was that Lord Sligo was trying to get out of the liabilities of the Act of 1870 getting into a new contract to evade the force of the Act.

16874. CHAIRMAN.—Well, Edward Berry, of Knock-agreenane, you say he holds five acres of land?—Yes, sir.

16875. That land he pays £7 for?—Yes, sir; I took that down from the receipts.

16876. Under Mr. Patrick Quinn?—There are about six tenants under Mr. Quinn; they never can be rich; they ought to be in the workhouse every one of them. However he, too, did not raise the rents since he got it; he is a middleman, holding under lease, I think, from Lord Lucan; at any rate, I know it is not his own.

16877. Mr. SHAW.—The land is bad, I suppose?—The land is bad, and they have not enough of it; they have too many of them in the place; there ought to be only seven or eight where there are twenty-five houses. The land is not of a bad quality, but it has been always kept under tillage, and, I think, is exhausted.

16878. CHAIRMAN.—Is it liable to floods?—Floods do be in a portion of it.

16879. The O'CONOR DON.—And you think it is too thickly populated?—It is.

16880. If they had no rent to pay they could hardly live on it?—They could not.

16881. CHAIRMAN.—Do they go to England?—They do, and can hardly live in it, and I would be very glad if two-thirds of them went to England to-morrow.

16882. Mr. SHAW.—Where they ought to be, for they are English labourers instead of Irish?—And so it is in nearly all the west of Ireland. In Achill, I was there one time, and I was greatly amused, I saw whole families going off in the spring, and locking the doors and sending their cattle off to the mountains and going over wholesale, everyone of five or six villages, going to England, and then coming back about the 1st of August.

16883. Finding the crops all right and the cattle all right?—It is the only place I know where they go off and lock the doors.

16884. Were you stationed there?—No; the next station to it. But about Louisburgh any man able at all goes to England, and the female portion of the family stay at home. He leaves the potatoes sown, and the oats and the heavy portion of the work done, and leaves the rest of it to be done by the female portion of the family and the children.

16885. He brings home the rent?—He brings home the rent, and pays some debts.

16886. CHAIRMAN.—Then under Mr. Quinn, also Charles Murphy, Errew?—Yes. I took these notes from receipts handed to me by these people. I don't remember more than writing them down.

16886A. Eight acres, £12 10s.?—Yes.

16887. There is a note as to his having been deprived of turf?—Yes.

16888. As to paying the same rent, although not getting turf?—Turf does not interfere with the rent at all; it is a different thing. In that portion, especially round Errew, where Sir Robert Blosse has property, a good many persons have come to this parish. I do not speak of any cases except those within my own parish, and some were evicted by Sir Robert, who came in on this place of Mr. Quinn's, and it is overcrowded. A rule on Sir Robert's estate is—that anyone selling turf will be evicted. And there is an instance of two brothers, living in the same house, and a few others, neighbours of theirs, giving turf—one, as he says he is prepared to swear, gave one load to his brother living on another estate, and for this he was evicted, he was told. A good many of them have come in that way to this village of Errew, and it is a sort of a refuge. There were no rigid laws connected with this place, so that if a man was evicted out of another estate, it was a sort of a refuge for him, and he put up a shed there and stopped in it. It would be far better for them, in my opinion, if they were not allowed. Then there is a case of a large tenantry on Lord Lucan's property.

16889. £123 rent?—Cloonkeen. It is a joint take. The names of one or two persons are on the rental of Lord Lucan, and they all pay rent. They have divided the land among themselves, and it is one whole common take; so that the rent would not be taken from one unless all gave it.

16890. The rent being £123 altogether?—Yes, sir; and the valuation £79 16s. 8½d., and I must say with that rent it is by far the most wealthy holding in this parish.

16891. Mr. SHAW.—The land is good, I suppose?—The land is good. I know one of the men to have

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£250 in one of the banks in Castlebar, and I know another to have £150, and different sums. Five or six of them have money in the banks.

16892. CHAIRMAN.—That is from the land being sufficiently good for them to live out of it?—Yes, sir; and they stop at home and don't go to England.

16893. The O'CONOR DON.—Are the holdings large or small?—They would average fourteen or fifteen acres for each person.

16894. Mr. SHAW.—They are able to make a living out of it?—They are well—when I say well, I mean comparatively speaking, considering how they live here.

16895. The O'CONOR DON.—Has the rent on that townland been altered lately?—It has not been altered for fifteen or sixteen years past at all events.

16896. Is it held under lease?—Not now; it was some years ago.

16897. CHAIRMAN.—The lease fell in, and I suppose they were left much as before?—I cannot tell you.

16898. Were the rents diminished?—They certainly were not diminished. I was asking them about increases, and for fifteen or sixteen years no increase was put on.

16899. The O'CONOR DON.—And after the fall of the lease it was continued in the same way in common?—It was continued in the same way.

16900. And do they hold the land in common, or have they it divided?—Divided.

16901. Mr. SHAW.—And they are industrious, well-doing people?—They are.

16902. The O'CONOR DON.—Every man has his own land altogether?—Not altogether in some places—it is a piece here and a piece there in some places, and in other places a good large field altogether. At any rate, I am sorry the other villages in the parish are not in the same condition. I hold another case here. Anthony Richardson, of Derrywash, valuation, £2 10s.; present rent, £6 10s.; pays poor rates, taxes, and public cess.

16903. Mr. SHAW.—That is common, I suppose, in this country?—It is, sir; there was a row kicked up about it when I was in Clare Island. There was a gentleman in that part of the country, Mr. Louden, and, I thought it too much, there were some of them rated at £2, and a good many under £4; and when Mr. McDonnell went to add the poor rates and taxes to the rent in a keen way, and increase the rent by it,

I told those rated under £4 not to pay poor rates, and they did not. It was brought under the notice of the Guardians of Westport; it was discussed there for nine or ten weeks every Board day, and finally it was referred to the Local Government Board, and the Local Government Board said the landlord should pay these taxes. In a good many places round Westport and Louisburgh they took up the tone and refused, but still in a good many cases they do pay it.

16904. CHAIRMAN.—Derrywash is the same as before?—Yes; under Mr. Falkiner.

16905. The O'CONOR DON.—What would you think it would take to support a family of an ordinary number of these small holders, say a family of five or six money or land, how much money would it take to support them?—I would find it rather hard to answer the question. I will answer it in this way—If one of them had as much land as would graze five or six head of cattle, so that they would be able to sow about an acre of potatoes, and sow about an acre and a half of oats, and have turf, they would live comfortably on that.

16906. Mr. SHAW.—That would be about ten or twelve acres?—Yes, sir; the land here is very bad in some places. If we took such land as we have about Castlebar one would live on six acres. They live principally on potatoes and meal, and other expenses, such as travelling, never comes into their minds, and they are sometimes put down for a thing—taking a glass of whiskey. Really they may do it on a market day or fair day coming in here, and if they take two they are sure not to be entirely right in the head.

16907. They cannot bear it?—No.

16908. They are not drunkards?—Oh, no, sir; they could not be. It is really horrible to think of the state of the country, in my opinion, at present. Some time ago a gentleman came here, a reporter from the *Freeman's Journal*, and I said to him to go in to some of the merchants of the town and just ask them for their books, and let him see how much they had given credit for, if they had given any, and let him see the real state of their accounts. And one man had £16,000 out, another man, a man of no show whatever in town, had from his accounts, £8,000 out, and apparently poor men with small shops have £500 or £600 out, and they themselves dealing in banks, so that if the country people were not able to pay them they would all become bankrupts.

The witness withdrew.

Sir Charles
Gore, Mr. U. A.
Knox, and
Mr. E. H. Pery.

SIR CHARLES GORE, Mr. U. A. KNOX, and Mr. E. H. PERY.

Sir CHARLES GORE, Belleek Manor, Ballina, examined.

16909. CHAIRMAN.—You are a landowner in Mayo?—Yes. I am a land owner in Mayo.

16910. What amount of property?—15,328 acres in Mayo.

16911. The O'CONOR DON.—You have also property in Sligo?—I have also property in Sligo—8,713 acres.

16912. CHAIRMAN.—Speaking of the Mayo property, is your property held by large tenants generally, or are they small tenancies?—In the Mayo property, according to this return, which has been carefully compiled by my agent for reference, the number of tenants is 405, and the tenants under £10 valuation are 290.

16913. The O'CONOR DON.—And in Sligo?—The number of tenants in Sligo 281, and the number under £10 valuation is 232.

16914. CHAIRMAN.—Then among the larger tenants are they in large farms?—Both in Mayo and Sligo there exists in particular—one large farm in each—inaugurated by my father, the late Sir Arthur Gore, as model farms to a certain extent.

16915. In his own hands?—No, he let them to Scotch farmers with a view of showing chiefly

what can be done in the way of reclamation and in the way of improved agriculture, as an example to the tenants. The land employed for this purpose was, at the time, partly waste land, in the ordinary sense of the term, that is, that it was not productive, and the remainder, land which had fallen into his own hands after the distress of 1846 and 1848. As well as I remember the circumstances of the case—I was at that time abroad in the army—what Sir Arthur did was this, he selected a site which would possess sufficient water-power and such advantages, he amalgamated farms thrown upon his hands, and the few tenants who remained on those parts he shifted to other townlands, giving them farms in place of those given up. I don't think a single case of difficulty or eviction occurred in consequence. He also selected a site, with a view to have in its vicinity a certain portion of unreclaimed land, which he, to a certain extent, assisted the tenants, as I have done, in reclaiming. These districts present a very different appearance now to what I recollect, when snipe-shooting over them previously.

16916. What has been done with these large farms?—They are still held by the same men.

16917. And carried on successfully?—Well, these are trying times. They have been carried on successfully up to this, as has been proved by the men paying their rent regularly.

16918. Those who were removed at the time, and put on smaller holdings, have they gone on and reclaimed what they were put upon?—The small tenants were not, as a rule, put on with a view to reclamation, they were merely shifted to other places where tenants had vacated, where Sir Charles had reinstated some of these men. (*Mr. Knox.*)—The number of those so treated was very few indeed, I only remember the case of three. (*Sir C. Gore.*)—I considered it, if I might make the observation, I considered it a great advantage that the landlord should have the power, in cases of the sort, of being able to exercise a certain authority of transferring tenants, otherwise, in cases of emergency, where land might be thrown up, it would be impossible to deal with it.

16919. Do you find that it is difficult to get a tenant for land that is vacant?—I have not had an opportunity of trying lately, but I know, from my knowledge of the country, except in recent times, when this agitation may frighten men—it being contrary to the rules of the Land League—except for that reason, there was not the slightest difficulty; on the contrary, there were two or three people looking for every vacancy that occurred.

16920. Before these times, was it your custom, when there was a holding vacant, to try to add it to the neighbouring holdings?—Certainly, with a view to consolidate holdings and make them more comfortable. It is understood so. In case a farm falls vacant, a tenant will come to me almost to claim it, it would be considered an injustice if I gave it to strangers.

16921. Do you allow any sale of holdings?—Yes. Subject to my approval of the tenant.

16922. Has that long been the custom?—Yes, I think so. I think I may say in my father's time the same custom prevailed.

16923. And was the result of that, that they improved in size of holdings, and by that means improved circumstances altogether?—I don't know that a sale always increases the size of a farm, inasmuch as very often a man from a distance would come in to purchase the farm.

16924. I was speaking of where I thought you said they purchased adjoining holdings or you put them in?—In a few instances, where farms have become vacant from tenants being ejected for non-payment of rent, or where a tenant got into difficulties and ran away, it would certainly be an improvement to have a larger tenantry, both for their advantage and the advantage of the landlord. And were holdings of that character much more numerous, instead of, as I have here, three-fourths on one estate under £10, I think they would have more capital and cattle, and we should not be so liable to these terrible crises which occur periodically.

16925. What do you think would be about the average size you would like to see the holdings?—It depends greatly upon the energy of the man and the help he has at his disposal, some occupiers are industrious, and others are very much the reverse. The man that is not industrious, I don't think it would be any advantage to give him a larger farm.

16926. I suppose there is no doubt you want a man who would be equal to the land he has, whatever size that may be?—Yes; for instance, supposing a man was an old man and had no family of his own, it would be difficult for him to handle a large farm; whereas, if he was a young man and had help, as we call it, two or three sons, and I knew him to be an industrious man, I would like to see his farm doubled or trebled.

16927. Have the tenants been making improvements themselves of late years?—They have been making what they call improvements; but I cannot, as a rule, say I call them improvements of a valuable character;

the improvements generally are confined to the houses they live in, in which they are sometimes assisted by the landlord, and sometimes not. It has been the habit on my estate to assist them with timber for the building of houses or outhouses. The other improvement will be drainage, which is generally ill done and scarcely efficacious as regards their own farm, and not being done in concert with the adjoining farmers, is apt to be imperfect. I have been in possession of my property for the last seven years; previous to that my father was constantly resident on his estate for forty or fifty years; he, to a certain extent, endeavoured to control this by striping farms and adjusting farms where he could, with a view to the general improvement of all, and by making such roads and mearing fences along the roads, and also main drains in connexion, in some places, with arterial drainage, with a view of facilitating the tenants carrying out their drains with advantage. Mr. Knox, who assisted my father for many years, will tell you that those were, to a certain extent, efficacious. But the general improvements by the tenantry are a very ineffective and imperfect drainage, a very imperfect system of agriculture, and a house in which he himself lives, which is not always what the sanitary authority think they ought to be.

16928. Are they thatched houses?—Generally; and, also, fences for his own particular use, generally sod fences; my father endeavoured to get them to make a better fence by giving them quicks for nothing. In some instances they use them; but they are not attended to, and have fallen out of repair.

16929. Is their drainage merely open drains—not stone drains?—No.

16930. Is this stony land?—I think we might certainly say so, except on boggy lands.

16931. Have they cleared the stones away to make fences or roads?—To a certain extent they have; and, in your travels through this country, you will see in many places where they not only had to make them into fences, but into piles of stones in the fields.

16932. Can you say the amount that has been spent on the property since the famine years?—Not precisely; I have only been seven years in possession of the estate. I have certain data which I can give you, of sums expended by loans from the Board of Works; but I can safely say this, which will be borne out by an investigation of the facts, and also by Mr. Utred Knox, that for many years, when he was managing for Sir Arthur, very shortly after the year of the famine, it was the habit to do a great many of the improvements of which I speak now, of which I have no record. My father lived in the country all the time, and was in the habit of spending a good deal of his income on the estate. I see, in the year 1847, that Sir Arthur borrowed, from the Board of Works, £2,500 for improvements; I am aware that some of that has been repaid; some I am still repaying. Some of it, I am aware, has been part paid by the tenant; but in no case has it been all paid by the tenant; Sir Arthur, in most cases, paid half; in other cases, it was expended on the property without any repayment from the tenant. I myself have a list here of sums borrowed from the Board of Works in the county Sligo, £650, £536, and £254 in different parts of the Sligo property.

16933. In what times?—Within the last seven years. On the Mayo property, I also see, there has been a sum of £1,160 expended; some of these are going on still; also a sum of £400, and another of £490 on the Mayo property.

16934. Mr. SHAW.—Some of this has been under the late arrangement, the advances under the Relief of Distress Bill?—A good deal of it has.

16935. CHAIRMAN.—Have the rents been raised on the property in your time?—Rents in my time, I think, have not been raised, as well as my memory serves me now, except upon two townlands, and certainly have not been generally raised. I am aware

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of this, that in the discussions which arose and the examinations made for rentals by myself and my agent for the purpose of this paper before me, it was stated that, as a rule, the rents have not been raised on the different townlands for over twenty years.

16936. In some cases interest on the borrowed money was added to the tenants' rents I suppose?—I think that was in the case of larger tenants only.

16937. Mr. SHAW.—On a change of tenancy I suppose you raised the rents?—No.

16938. On the falling in of a lease?—It does not follow, I would revalue on the falling in of a lease, our leases are very few. Here is a case this moment pending, a case in which a man of the name of Petrie, a son of William Petrie, a well-known man who also holds a farm under me, his lease is falling in and he is getting a new one at the same rent.

16939. Do you appoint a valuator?—I appoint a valuator, he is generally the same man, and he gives satisfaction to all parties, and my instructions to him, you may attach what value to it you like—my instructions are, he is to value on the live and let live principle, there is no use putting a rent on a man he cannot pay.

16940. You do not put a rent on the improvements?—Certainly not, unless I consider he has had the value of his improvements out of it, he having enjoyed his improvements for such a time as would warrant me in taking the matter fairly into consideration. I am talking of a lease.

16941. The O'CONNOR DON.—If a man reclaimed waste land, you think the holding of that land at a moderate rent for a certain number of years would recoup him?—I think so. Don't you think in a revaluation for taxation I would in course of time be taxed by Government for this reclamation, otherwise I don't see how the intrinsic value of property would increase as regards the State. In most cases the reclamation has been assisted in by the landlord which puts the matter beyond a doubt, that he has a right to claim for the value of his improvements, and I also think if a tenant has made improvements, and has had a sufficient length of time to profit by these improvements, I think to a certain extent it would be fair that a proportion of the improvements should be put on.

16942. Have you many leases?—Not many.

16943. Have you had many cases in which old leases dropped out?—Not much of lands. I have had leases in towns and townparks, but not many bearing on the present inquiry.

16944. CHAIRMAN.—Can you give the total rental of these two properties at dates of twenty or thirty years ago, and at the present time?—I am afraid I would find a difficulty in doing so. As a rule rents have not been increased to any great extent for more than twenty years, I believe, in which case the present rental could not exhibit a very marked increase. I must speak generally. There are cases in which the rent would appear to be high, but which I, as far as comes under my notice, have endeavoured to fairly put right. A case was brought to me the other day, which had never been complained of before, although it was paid for some time. A woman came and complained to me her rent was excessively high. On examination I found that it was high, beyond those of her neighbours, and on making inquiries from my late agent—who is so dangerously ill now that I can obtain little or no information from him, which is a great loss to me—it appeared that her predecessor had sold the land, which she had purchased, without sanction, and it appears it was intended by the agent to put a fine on, and a certain sum was added to the rental for a certain number of years, and that was not withdrawn. Of course I don't recognize such a course of dealing at all, and I have taken means to place that woman's rent on the same basis as the others. There may be isolated cases brought before you, but there are very few that would not admit of some explanation.

16945. Mr. SHAW.—What was the increase on your rental within the twenty years?—I think I have already stated that in many townlands there has been no increase for twenty years.

16946. CHAIRMAN.—Would the rise generally be from the falling in of leases or from interest on work done for them?—No. I think it would arise from this, which would occur almost in any case after a length of time, that property having risen in value and produce having risen in value, the landlord having to pay a great deal dearer for labour derived from this land, and other circumstances, he must consider that on the same principle that he would have to pay extra taxation, he was entitled to get more rent for his land, as his land had risen in value as well as other things.

16947. It was in these favourable years that opportunities came of making a change in proportion to the increased prices?—I don't say up to the proportion of increased prices. I may say that these rents were cheerfully paid until the recent distress, and until, as subsequently, people have been rather taught, I am sorry to say, to raise objections. Even after the passing of the Land Act of 1870 the general feeling was, and I have frequently heard the tenants express themselves to this effect, "If this carries out all it professes, we ought to be in a very good position; it will prevent our being turned out, and no one can say a word for a man who does not pay his rent."

16948. Mr. SHAW.—You put a rise on lands that you thought were underlet, without putting on a general rise?—A valuator was got to go over the farms and readjust the rent to what was considered to be the value.

16949. You took the farm as it stood on the principle of live and let live?—Precisely.

16950. He took the farm as it stood?—Yes, but you must not assume my directions were to value up to the value of the man's improvements.

16951. Those model farms you spoke of, have they produced the effect your father intended in these districts?—To a limited extent. For instance, as regards the growing of turnip crops in these districts, such a crop was unknown when those farms were instituted, and not only do they grow those green crops, and make better attempts at drainage, but, in some instances, I have known those farmers give assistance themselves personally, not only by instructions, but by going to men's farms and showing them what to do, and their example has been beneficial.

16952. And has reclamation gone on to any extent?—It is going on slowly.

16953. Is it bog or mountain land?—Both bog and mountain land.

16954. It is part of their farms at present?—Yes, the edge of their farms.

16955. And they are charged rent for it now?—A great deal of this which was included in their own farms originally they were paying rent for, and the rent has not been increased in consequence of any improvement they have made in them.

16956. Any of those increases have not been on those farms?—Not in consequence of that.

16957. Then they have been on those farms?—When I sent a valuator to value a townland I cannot say he excluded those.

16957A. Have no leases?—They would not take them. They consider they are better off as tenants from year to year.

16958. How long before the twenty years do you think there was any increase on the property. Have you any record?—I am afraid I have not. I don't know of any general advance. It would be individual cases, such as a change of tenancy, and so forth. A man might come in and say "the farm is underlet, and if you give it to me I will pay you so much increase."

16959. A £10 valuation would imply £15 or £10 rent generally?—Certainly not.

16960. Is the valuation near the rent?—I can give you that pretty nearly. Striking an average as fairly as possible, the conclusion I came to was that in the Mayo estate my estate generally was let at 25 per cent. and some decimals over the tenement valuation. In the Sligo estate it varied from 25 per cent. to 30 per cent., or certainly I should be quite within the mark in saying the average on the Sligo estate is above, not one-third over, the Ordnance valuation. In Mayo it is less.

16961. Is there much reclaimable land on your property?—Plenty.

16962. And not let to tenants?—Partly added to their own farms, which in time they will reclaim; but there is plenty. They have not capital or a way to improve, as my father, by these model farms and other means, was endeavouring to improve. We are not like English capitalists.

16963. Do you think if the farmers got moderate help to improve these lands, and had a certainty the rent would not be raised, they would not go at it more vigorously. There are many of them don't like spending their savings on the work. They have families to provide for?—Yes; but I think it would have to be done either as a general scheme under Government, or left to the landlord to direct; for just for the reasons we have before gone into, the improvements of tenants are not in concert with others, and it would be very undesirable to take out of the landlord's hands, unless the Government took it, the control of these works. There is certain general work to be done first, and then let the tenants improve individually.

16964. You think something of that kind would be a good system, with a safeguard?—I think there can be no doubt about it.

16965. You have not the list of cases on your property that you have revalued within the last seven years?—No; I have not it before me at this moment.

16966. The O'CONOR DON.—Have you much of this reclaimable land in your possession?—Yes; I have mountains and bogs and swamps in my own possession.

16967. MR. SHAW.—Is it reclaimable?—Some would pay for reclamation, and others would not. There is no question about it there is a large extent of land throughout this part of the county which is reclaimable, and if properly done, would pay for reclamation.

16968. The O'CONOR DON.—What I want to know is—is that in the occupation of the landlord, or have the tenants some claim upon it for grazing?—A great deal of it is in the hands of the landlord.

16969. With regard to the valuation, do you consider the tenement valuation is uniform?—No; I do not.

16970. Taking your own estate, do you find it uniform upon any of the townlands?—No; I don't think so. I have some qualities of land valued in proportion higher than others.

16971. You have never looked into the matter in connection with your own estate. Have you looked at the valuation of individual tenants, as compared with the valuation of the townland, and compared it with the rent?—No. We have no need to do so. We looked to what we considered was a fair holding value of land. A claim having been brought by the tenants of late years that Griffith's valuation is a fair rent, it has brought the subject under notice a great deal more than previously.

16972. Have you had any evictions since you came into possession of the estate?—I think there have been two or three for the last seven years, in my time.

16973. And in those cases were the tenants finally put out?—I allude to those where the tenants have

been finally put out. The question was previously asked, for other purposes, "within a period of ten years," and I see the actual statement here is ten for ten years for non-payment of rent only.

16974. Have you had many cases in the Land Court?—I never had one.

16975. Had you any difficulty last year in collecting your rents?—No, I cannot say I have had much difficulty as regards the Mayo property, I have had more in Sligo. I have acted in a very moderate and forbearing way, I consider, as regards my tenants in reference to these distressed times. Once I became thoroughly satisfied, that is about the June before last, that there would be certainly exceptional distress in this country I made it my business on several occasions to get my brother landlords in Tirawley to meet me and discuss this question, what we ought fairly to do as regards the tenants. My own views at the time were that once we admitted the fact that there would be exceptional distress, if our rents were fair rents at other times it would be incumbent on us to offer some temporary reduction with a view of enabling the honest men of the tenants to pay. We had different discussions and it was urged by certain landlords that the properties were differently circumstanced, but it was finally decided we should make abatements on that scale. It was also urged by me and others that we should institute works and borrow money from Government—that was done as I have already shown you. Furthermore we agreed that we would do everything possible through our agents and reliable persons to ascertain the conditions of the different parties by whom rent was due, and that we should act in accordance with this that it was no use to press a man who from unfortunate circumstances was not in a position to pay. All that was acted upon and the result was I think we got as much rent, if not more than in other parts of the country where they acted on different principles, and furthermore I think we have been successful to a great extent in maintaining the peace of that part of the country, as no open outrage has occurred in barony Tyrawley.

16976. And there have been no evictions there?—There have been very few evictions, there may be a good many decrees obtained, but very few of those have not been reinstated. I have had more evictions on my estate than I have stated, but I only alluded to those who have been turned out, there are others where I have reinstated the tenants.

16977. Have you had any evictions carried out fully during last year?—No.

16978. CHAIRMAN.—Are there many small landlords in your neighbourhood who have purchased of late years?—Yes.

16979. Can you say at all the state of their property and the tenants upon them?—I don't think as a rule the tenants under small landlords are better off than those under large ones.

16980. We have heard generally they are worse off?—I don't like to reflect on other people.

16981. They bought at a price and found the rents, and have kept the same rents, but it appears as far as we can judge that they do approach a very high rent, but this is the reason given, that they bought and found these rents and left them so?—I am sorry to say there is no doubt this has occurred that a person has invested capital and is anxious to obtain as much interest as possible, and has put the rents up to the utmost, it is that sort of landlords and landladies who have not been gifted by Providence with a sufficient amount of discretion, and have not exercised their rights properly. I fancy if they had exercised a little more discretion, all that is alleged against landlords as a class could not be said.

16982. The O'CONOR DON.—Have you stated you allowed the tenants to sell their interest?—Yes.

16983. Do you inquire as to the amount paid?—No, for this reason, I don't think it would be any use,

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the only object I could have would be to prevent the incoming tenant being pauperised by paying too much and that could be got over by giving the man a back hand at another time.

16984. You don't know what sums have been paid?—No, I don't inquire. I would not interfere with sales, as a rule, except where I have reason to believe the man was a bankrupt, and would not make a good tenant, or was a lazy, good-for-nothing fellow. You were good enough to ask me a question as regards the valuation, and I should be glad if you will allow me to make a remark to the effect that I think it cannot

be for a moment urged or supposed that Griffith's valuation was a fair approximation, almost in any case, to the letting value of the land.

16985. CHAIRMAN. We have had the evidence of Mr. Ball Green, who said it was never intended to be a criterion?—We have Sir Richard Griffith's evidence to that effect. I can safely say, as far as my own estate goes, I am quite satisfied, and no fair or impartial man can say anything else than that Griffith's valuation, as a rule, would be under the fair letting value, and what a tenant ought to pay.

Mr. UTRED AUGUSTUS KNOX, Mountfalcon, Ballina, examined.

16986. CHAIRMAN.—You are a landowner?—I am a landowner both in Mayo and Sligo.

16987. Give the extent of your property?—5,011 acres in Sligo, and about 2,000 acres in Mayo.

16988. I think I will refer to the conversation we have had with Sir Charles Gore, do you agree generally with the views he has expressed as to the dealings with the tenants and the state of the country?—Yes, generally.

16989. And as to the present state of the country?—Yes.

16990. And the means by which it has been in a better state than many other parts?—Yes; and I believe would still remain so only for this unfortunate agitation. As far as I can see, there is no wish whatever on the part of the tenantry if left to themselves not to pay the rent they have been paying. On my estates my tenants have not complained of any excessive rental until this agitation commenced.

16991. Mr. SHAW.—And have they complained since?—A few.

16992. In Tirawley?—I think only one man complained, but a great many have told me the rents are no trouble in the world to them, and those who have paid me the rent last year paid it in dribs and drabs through intimidation; they would not even go to the rent office.

16993. Was it from the bad times?—No, from intimidation. They had the money, and paid it in dribs and drabs, and were so much in dread that they did not go to the agent. On the night before my agent held his office the property was "walked" by an armed mob, and every man told not to pay. And this time, when the agent went out, very few came to him. He got some money from the tenants on the lands as he was going to look after some workmen, and he was told they would send him more through the Post-office.

16994. But paying by dribs and drabs would more expose them to intimidation?—They don't think so; it is practically not so.

16995. CHAIRMAN.—What is the number of tenants on your property—if you can, divide them into large and small?—On my Sligo property I have 176 tenants; 127 of these under £10 valuation. On my Mayo property I have seventy-three tenants, and fifty-three of them are under £10 Poor Law valuation.

16996. Were they originally holding under lease?—No; I don't think there is a leaseholder on my estates.

16997. Were they originally?—No; not for the last thirty odd years.

16998. Were they brought in originally by being under tenants to middlemen?—No; they were tenants directly under the landlord on all occasions. But, at the same time, my father when he had the estate made leases of twenty-one years to every tenant he had; and at the expiration of those leases the tenants became yearly tenants. They all expired before I succeeded.

16999. When did they expire?—At different dates. The leases were made in 1820, and they expired about 1840, and they became tenants-at-will, and remained so since, and the rents have not been interfered with since.

17000. Mr. SHAW.—Have you not raised the rents since?—No.

17001. Not even in individual cases?—I have not raised any rents. During the latter days of my father's life the property was under the Court of Chancery. The lands were let by the Court. I remember a tenant offered for one of the best farms on the property a very high rent, indeed. It was accepted by the Court, but after he held it for one year the rent was considerably reduced—voluntarily reduced—and he has been paying the reduced rent ever since.

17002. What part of Sligo is your property in?—Some close to Tubbercurry, and the rest on the borders of the county Leitrim.

17003. Is that near Geevagh?—Near Geevagh.

17004. CHAIRMAN.—Is the sale of holdings allowed?—Under certain conditions. Those conditions are, that I be made aware of the fact that a sale is contemplated, that the name of the tenant is submitted to me that I may make enquiries as to his solvency and moral character, and if I approve of these I don't require further than to advise the incoming tenant not to over-burden himself by paying too much for the good-will. In case of small holdings being parted with by the occupying tenants I generally, if possible, give a preference to the adjoining tenant, for the sake of consolidating holdings. I don't think it is prudent to have smaller holdings than ten acres on the estate.

17005. That system prevails pretty generally in that neighbourhood?—I believe so.

17006. Does it in Mayo?—Yes, I speak of both estates.

17007. Mr. SHAW.—In other parts of the county besides your own?—I believe so.

17008. CHAIRMAN.—Have you any part of it that is waste land?—On part of my estate there is a good deal of what is called waste land—mountain land.

17009. Cut-away turf bog?—A small portion, and that has been reclaimed from time to time by the occupying tenant.

17010. Is your opinion of the improvements made by these tenants the same as Sir Charles Gore's?—Very much the same. I believe a small tenant cannot effect a thorough improvement; he has not the area. The first essential for drainage is main drainage, but the man below him won't permit him to go into his farm, and then he cannot make a permanent improvement. He tries and works a little bit, and then gives it up as a bad job.

17011. Have your tenants written agreements that they hold under?—Yes.

17012. Is there a reservation of the right to make drains and roads?—No, the roads are made by me at my own expense.

17013. Mr. SHAW.—What are the terms of the agreement?—It is a mere agreement that they are not to sublet or assign. They agree to pay me a certain rent for the lands as tenants from year to year.

17014. The O'CONOR DON.—How long have these agreements been adopted by you?—For the last nine years, since I have been in occupation of the pro-

perty. They are much similar to the agreements adopted by the Court of Chancery. The estate was from ten to twenty years under the Court of Chancery, and they had similar agreements, and I, to a great extent, adopted those agreements, with certain modifications.

17015. CHAIRMAN.—I think you said there was no increase of rent at all?—No, the rents have been the same for twenty years. Of course, where a new tenancy has taken place, or two holdings have been put together, or where I have had a holding in my possession for sometime and made improvements and then relet it, there has been an increase of rent, but the rent has been agreed on between us both. I have taken as a basis the tenement valuation with an increase of from one-third to one-fourth, according to the facilities the farm presented to the tenant. For instance, a farm that has been cleared of rocks has an increased advantage. One on which there was a good homestead and offices would be increased in value, and a farm that would be properly watered for the convenience of a man's cattle would be immensely enhanced in value. All those things are taken into consideration, and I have never had the slightest difficulty in coming to an agreement with my tenants.

17016. Mr. SHAW.—All these improvements would be made by you?—Yes.

17017. Have you had any complaints from the Sligo tenants about rent?—Yes, quite recently, since this agitation took place. I never had any complaints before, except from one or two, and there are always grumblers on every estate, and when I have inquired into the matter I found that there was no ground for complaint; whenever I have found a ground I have redressed it.

17018. What is the acreage of your farms?—It is not by the acre my farms have been let, it is a bulk rent. Wherever a farm is to be let the tenant walks it and makes me a proposal, and I walk it, and form my own opinion, and if we cannot agree we call in a valuator.

17019. The O'CONOR DON.—What is the proportion between the valuation and the rent?—About one-fourth under.

17020. Have your tenants thorough drained?—No, they cannot do it, because thorough draining is dependent upon main drainage, and they haven't that.

17021. But I thought you said you had main drainage?—No, not in my Sligo property—the adjoining proprietors would not join with me and the thing remains as it was, although I borrowed money from the Board of Works.

17022. But where you have a main drainage, have the tenants thorough drained?—No; and I am just as pleased that they have not, for their ideas of draining are very meagre—they don't make a drain deep enough, and then in a few years they silt up and the ground becomes a mass of rushes.

17023. Is it your experience the occupying tenants do not do much thorough drainage?—Do none whatever; they may deepen an outfall through a piece of bog they have reclaimed, but they never thorough drain.

17024. Mr. SHAW.—Have you had many evictions?—Not many. There was one—all these queries were answered before in documents we had before us. I had one eviction for non-payment of rent in the County Sligo.

17025. Is that long ago?—Well, I cannot tell you the year—it is within ten years—I think that was the query.

17026. Were your rents fairly paid last year?—No, they were not; they were fairly paid wherever the tenants were able to pay them, but wherever distress prevailed, and the tenants were poor, they were only partially paid.

17027. CHAIRMAN.—But you gave them time?—Oh, yes, always. As a rule they owe me nearly three half years' rent.

17028. Do you attend to both these properties yourself?—No; my brother is my agent.

17029. Mr. SHAW.—Do you hold property in Donegal?—No; a namesake of mine, Captain Knox.

17030. Does he live in this county?—At Ballinrobe.

17031. CHAIRMAN.—Do you live in this county?—Yes, always, all my life; and as long as I will be allowed I intend, please God, to do so.

17032. And you visit your estates?—Constantly. I know every tenant on my Mayo property, and I think in Sligo; but the management is in the hands of my agent.

17033. The O'CONOR DON.—I don't think you stated how much you laid out in improvements?—I have laid out a good deal—my father laid out over £22,000 on his Mayo property.

17034. What sort of improvements?—Farm roads principally, and the reclaiming of lands on the Mayo property; he reclaimed a great deal of land. The whole of the demesne I am occupying was reclaimed from almost waste land; certainly half of it.

17035. Mr. SHAW.—It is good land?—Fairish.

17036. It has paid?—I don't think it has. A man will go to great expense in making a demesne which he otherwise would not do in a pound, shilling, and pence view.

17037. The O'CONOR DON.—Do you think the reclamation of this waste land pays?—Some class pays undoubtedly, but other classes do not pay.

17038. CHAIRMAN.—Was a large part of this spent upon tenants' holdings, improvements on tenants' holdings?—No; formation of roads. A man cannot occupy his holding advantageously unless he has a way of getting in and out of it. The first thing after fencing a property is to drain it and then make roads. In the cases after the famine, where holdings fell in—in my father's time, none such occurred in my time—but when men went to America and left the holdings on his hands, he took them in hands, and under the management of an agriculturist, put them in an improved state and then relet them to tenants afterwards.

17039. The O'CONOR DON.—Have you been in the habit of assisting tenants in their buildings and houses?—Yes.

17040. To what extent?—I don't speak of the Sligo property, I have not been in the habit of assisting any tenants there, I have not been asked for assistance, but on the Mayo property I have assisted my tenants.

17041. The houses are generally built by the tenants?—Yes, almost as a rule.

17042. CHAIRMAN.—Any new buildings going on of houses?—A few.

17043. Are they slated?—No, they are too far away from markets for slates; it would cost them too much to convey and carry them, the thatch is much better for them, and it makes a warmer house.

17044. The O'CONOR DON.—Do you remark an improvement in the houses in which the people live for the last twenty years?—There is an improvement.

17045. CHAIRMAN.—Is there anything else you would like to state?—In these queries that were sent forward by the Commissioners there was a query to which we were asked to give replies. The question is—"Do you suggest any alterations or amendments of the existing law regulating the relations of landlord and tenant?" and I have some suggestions here. I don't think I can give you any further information on the matter one way or the other. I have also mentioned in that my views as to the extent of the holdings, in the case of a peasant proprietary being established, and I don't think any holding less than fifty acres would be beneficial to the country; a tenant on a smaller holding than that dwindles into a pauper or a man who will get rid of his farm in a short time to the first man next him who sells whiskey, all the small holders do that.

17046. Mr. SHAW.—Do they all do that?—As a rule. I know several of my small holders who, since the Landlord and Tenant Act came in, and they had

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a vested interest in their land, the first thing they did was to borrow money and become indebted to the various shopkeepers, and those shopkeepers have decrees against them, any one of them could sell them out. The greater number of decrees obtained through the country are by middlemen, the landlord is too careful of his tenantry.

17047 CHAIRMAN.—I see you recommend that all contracts should be in writing between landlord and tenant, and entered in a county record court?—Certainly, I consider “the bargain it takes two to make, it equally takes two to break,” and any bargain that is made between two honest men should be fulfilled by them, and I would enter it in a record court.

17048. Then you would recommend a land court to be established in each county?—Yes, it is only a suggestion, but I think there should be something of that sort. I don’t think it is right to have the case decided by the County Court Judge.

17049. The O’CONOR DON.—You don’t think that a good tribunal?—No.

17050. Has it given satisfaction to the landlord or tenant?—I don’t believe it has to either party. Sir Charles Gore—One proof of that is the number of appeals, in this part of Mayo, from the Land Court to the Assizes.

17051. Mr. SHAW.—On behalf of both landlord and tenant?—Sir Charles Gore.—On behalf of both.

17052. The O’CONOR DON.—And have these appeals been generally successful?—Mr. Knox.—In very many instances.

17052A. CHAIRMAN.—That this court should be composed of practical agriculturists?—Yes.

17053. Who are resident in the neighbourhood?—No, I would have them above reproach, and not local men, because they are always subject to be bought over.

17054. And that there should be a notice of contemplated improvements given by the tenant?—Certainly, because I have seen a great deal of difference and counter-swearing for want of such a clause as that; men will say they made a permanent improvement ten years ago, and there is no proof of it except what they swear to. A man will swear that the thing is done, and a County Court Judge is bound to go by the evidence before him if he believes the oath, and he will say, “I have no proof to the contrary, it is sworn to;” consequently a decree is given for this improvement, which, in nine cases out of ten, never took place.

17055. Then that they should be filed in the Record Court—any improvements given notice of and executed—becoming indisputable evidence of the improvements?—Certainly.

17056. And who the person was who made it?—Of course.

17057. Mr. SHAW.—Would you leave the fixing of rents to this Court?—Certainly not. I would never interfere in the fixing of rent between the two interested people, the one who had something to give, and the other to take. No landlord is fool enough to ask a tenant to give a rent he cannot pay, and he is cutting his own throat in putting on an excessive rent. The landlord cannot eat his land. All he wants is to get a good income, and no landlord I know of would be de-

sirous to rack-rent his tenantry. It is the little gombeen man who buys his estate at a high figure who puts on an excessive rent. They are always in the habit of grinding the tenantry.

17058. Ought there not to be a way of checking that man?—The matter would be checked naturally if the tenants had not that fearful rage for land. They run it up on each other.

17059. There is nothing else in the country by which they can live?—They can do what is better; go to a country where they can live infinitely better. We are overcrowded with pauper farmers, not with good farmers. It was only last week I was conversing with tenants, and asking them why such a thing was not better done, and they all told me they had not the means; it was want of capital. A man marries his wife one week, and scarcely has what will pay the parish priest to marry them, and that man will go next week and ask for a farm which will take £50 to stock it. Sir C. Gore—I am not at all sure, but that such a state of things has been allowed to arise that it may become necessary for the Government to interfere, though I cannot see, on principle, why interference should exist in land more than any other property. But, at the same time, I am not satisfied that such a state of things may not have arisen as may warrant the Government in interfering. I believe such an interference does exist already in the Land Act of 1870, and I foresaw at that time, and so did men wiser than myself, the difficulty—that once you overstep the line, it is difficult to say how far you may not interfere between landlord and tenant. However, if it be granted—and I think it is pretty well granted on all hands—that some further interference will result between landlord and tenant, then I think we must only reconcile ourselves to the circumstances, and recommend what is the best mode of procedure.

17060. It cannot hurt the good landlord?—Sir C. Gore—I admit there may be a necessity to check small landlords, and also certain cases of exceptional people, who will not exercise due discretion, and who think, because they have a right, they must exercise it to the full, without regard to the circumstances of the case. I go that far, and what Mr. Knox has stated I admit. There were several of us land proprietors met in Ballina, and Mr. Knox propounded his own view; ours slightly differed from it, and ours I think was the majority.

17061. CHAIRMAN.—You would prevent subdivision of farms by the forfeiture of the farm?—Mr. Knox—Certainly.

17062. In place of eviction for one year’s rent, substitute sale of the tenant’s interest?—Yes; I would stop evictions altogether, I think.

17063. The exercise of the franchise to be dependent upon payment by tenantry of rent up to May, as now in poor’s rate up to July?—Yes; I think it would help matters exceedingly. No tenant is so well off as the one who has paid his rent; therefore, I think, this check on the exercise of his rights of franchise would a great incentive to him to pay his rent. Sir C. Gore.—As this agitation is of a political nature, Mr. Knox would meet it in a political way. Mr. Knox.—Exactly.

Mr. EDMOND HENRY PERY, Coolcronan, Ballina, examined.

17064. I agree with Sir Charles Gore, and especially in what he was about to offer you; it is in fact the whole question. Sir Chas. Gore—I only put it forward as the general views of us who met the other day, and discussed the question.

17065. CHAIRMAN.—And I understand Mr. Pery to say he agrees with that, and would like us to hear the suggestion?—Mr. Pery.—Yes. Sir C. Gore.—We must very much crave your indulgence in attempting to thrust forward this as a solution of a difficulty which has puzzled statesmen for a great many years, and I think is likely to puzzle them further. We

consider that there ought to be an abolition of compensation for disturbance where the landlord had agreed to allow free sale of the tenant’s interest. Secondly, the removal from the jurisdiction of the Chairman of Quarter Sessions of all land cases, and in lieu thereof constitute a land court for each county, consisting of three persons duly qualified by training and experience to adjudicate on land cases, including the question of what is fair rent, and the question would arise whether it would not be judicious that there should be Government valuation. Thirdly, the establishment of a provincial court of appeal from

this land court to consist of the members of the county courts, excepting the members of the county court whose award is the subject of the appeal to the provincial court, five to form a quorum, the provincial court of appeal to revise, affirm, or annul the award of the land court, no further appeal. We appear to be satisfied to leave a good deal to the discretion of that court.

17066. The O'CONOR DON.—Would you apply this to tenancies of every description?—Sir C. Gore.—I would. In all the evidence I have given, I have endeavoured to lean more to the question of the small tenants than to leaseholders, which I referred to as a separate agreement between two men well able to take care of themselves.

17067. Mr. SHAW.—But if there was a court that would be a very good court to go and not go to law?—Yes.

17068. You would have a local court of skilled men and not lawyers?—They may introduce a lawyer into their composition if they choose to, certainly, but all the other members ought to be expert in land. I don't think we ought to go away without expressing our sense of the very full hearing we have got, and

the great anxiety shown by the Commissioners to hear us.

17069. The O'CONOR DON.—I don't think you stated, Mr. Pery, that you are a landed proprietor?—Mr. Pery.—I am, in Mayo.

17070. How many acres?—About 5,000 acres.

17071. Mr. SHAW.—You farm too?—Yes, I have 500 acres in my hands.

17072. The O'CONOR DON.—Have you spent much money on improvements?—I have.

17073. How much?—I should say about £20,000.

17074. Mr. SHAW.—In what part of the county—in the same district?—Yes.

17075. The O'CONOR DON.—Have your rents been raised of late years?—Not since 1868, when I made the last rise.

17076. You have not had many changes of tenancies?—No, I have not had any, but I believe they have changed amongst themselves from time to time.

The witnesses then withdrew.

REV. PATRICK LYONS, C.C., Castlebar, examined.

Rev. Patrick Lyons, C.C.

17077. I was going to speak about Achill, as I was down there four years, and I have been requested by some of the people in Achill to represent their case.

17078. CHAIRMAN.—If you would be good enough to tell us the case you wish to represent?—The case of the estate of Mr. William Pike. He became owner of an estate in that island about 1851. Before I give any evidence at all, I wish to say that from 1851 up to 1870 the information I shall give is from hearsay, but I am quite certain what I give is true, but, at the same time, I would not vouch for its complete accuracy, and from 1870 up to the present time I have personal knowledge. In 1852 or 1853 he became owner. The rental was then about £500, it has been raised since to about £1,400, and the way in which it was done was this. The whole island is covered with heath, and the land there is partly reclaimable, and Mr. Pike, in a few years after he became owner of the property, evicted a large number of tenants, and sent them to settle down in the bogs, imposing the same rent on them in the bogs as they were paying on the land they reclaimed themselves. The lands from which they were evicted are now in the possession of two large graziers, Mr. P. Sweeny and the Rev. Mr. Weldon, of London, at a rental of about £200 a year. That rose his rent considerably. There were thousands of acres there of commonage on which the people grazed their cows and sheep and horses, and for which they paid nothing until 1857, when he induced them to come to an agreement to pay a nominal sum, for the grazing of cattle, sheep, and horses on the mountain, that amounted to about £100 a year, for the people had a great number of little sheep worth from 5s. to 15s. each. When they admitted his right to the grazing he doubled the charge immediately after. He also, in 1855, charged for the seaweed growing along the seashore.

17079. They had had that free before?—They had had it free before. And another thing, on the great strands there the poor people had not enough seaweed to manure the land, and they got stones and planted them on the strand and seaweed grew on them. He charged for these a certain sum each year. Up to 1870 all the tenants on his property who were, with few exceptions, not valued up to £4, paid rates, and, of course, taxes also. In 1871 the people found themselves more independent and they refused to pay those rates. Mr. Pike endeavoured to insist on the people paying it, and the matter was brought before the Board of Guardians at Newport by Mr. Brice, then a Poor Law Guardian for the Achill district. The guardians, rightly, I believe, my

lord, decided that the tenants were not bound to pay the rates, and Mr. Pike, in order to compensate himself for the rates he should pay for the whole of the tenantry, threatened to raise the charge for grazing, and to process each tenant for burning the bog. The people at that time used to burn the bog, because otherwise they could not raise any fair crop of potatoes. The poor people were not able to go to law with Mr. Pike, and asked him to make terms and they would agree to them. The terms he made were these, that they would pay from that day forth a certain amount of money in addition to their rent, to compensate for the rates they paid before 1870, and in return the grazing charge was not altered, and full permission to burn given.

17080. What date was that?—About 1871, I think. Then there are two other things I wish to refer to particularly. Of course the Land Act prohibited subletting under a penalty of forfeiting a claim for disturbance, I believe, and Mr. Pike, instead of preventing people from subletting, allows them to sublet, but charges £1 a year for the second house built on the holding, thus, in fact, encouraging the subletting.

17081. Mr. SHAW.—In addition to the rent?—Oh, of course. A man with £3 worth of land may have two sons, and he wishes to divide the land between them, Mr. Pike allows him to build a second house on that small holding, and for that house charges him £1 a year for ever.

17082. CHAIRMAN.—Then has there been a very extensive subdivision going on?—Extensive subdivision every year, to the ruin of the tenants and the benefit of the landlord.

17083. And they hold too small an amount to live upon?—The way it is in Achill the people are a primitive people, and don't do well in America; don't speak English in the upper portion; in the lower portion they are fairly intelligent, and they return from America because they cannot get on well there, not knowing English well. The people cannot live on their land, the produce of their land cannot support them more than four or five months in the year, and they go over to England, every man that is able to go, and every young girl from fifteen to twenty-five goes to Scotland, and they come home and spend the winter in their own place.

17084. Mr. SHAW.—Otherwise they could not live at all?—Could not live at all. In 1876, my lord, he tried to raise the charge for the grazing of horses, sheep, and cows on the mountains: the people refused to pay it, and he processed them in 1876. I was there

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myself, and I happened to have a house from him with two acres of land, and the land was so bad I would not expend a farthing in tilling it, it was there waste. He processed the people for burning because they would not agree to pay a double charge for grazing sheep, cattle and horses. He processed a hundred of them, and they came out to Westport Quarter Sessions, and he sent me a process also. I came to an arrangement with him that he would not increase the charge on sheep, because the wool of these sheep is the only material the poor people have to make clothing; the little flannel they make themselves is the only clothing they have, and I found it would be rather a serious thing for him to double the charge on sheep, making it 3s. on a sheep that might be worth 7s. He agreed not to increase the charge on sheep. He and I were the arbitrators, and I let him have what he demanded of an increase for the horses, because there are very few horses in the place. They, in return, got permission to burn.

17085. The O'CONOR DON.—Then there were arbitrators appointed?—There were. The matter came before the court, and the agent, Mr. Crampton, said he would be very anxious the matter would be settled. I said I had no desire to go to court at all. Mr. Crampton is dead. So we agreed in that way, that for seven years there would be no change, after seven years, I suppose, he will increase the charge on the grazing of the mountain again, and the way he does that is, people must have permission from him to burn the bog, otherwise they cannot raise crops, and he sends a process for the burning every time he wants to raise the grazing. He is making use of the violation of the Land Act of 1860 as to burning for the purpose of increasing his rent.

17086. CHAIRMAN.—Did you not say that he agreed to their burning bogs if they paid an increased rent?—Oh, yes, my lord.

17087. Then now is he putting on the fine again for the burning?—He has not done it at present, the seven

years are not up. He did it in 1876. Then the people are really in a state of destitution the very best years, this is the very best year the poor people have had there for the last twenty years, because they got good food.

17088. The O'CONOR DON.—The holdings, I suppose, are very small?—About three or four acres on an average of reclaimed bog.

17089. Do you think people can live on those sized holdings without any rent at all?—No, I don't think they could, they are living on the money they earn in England and Scotland, any agent you inquire of from that place will corroborate me. There is another thing I wish to refer to, after Mr. Pike got the tenants to admit his right to this commonage, he charges, of course, for the sheep and horses and cattle on the mountain, and this very commonage he sets to people; supposing a man takes four acres for reclamation, he charges for the houses which they build on this wild mountain, together with a little garden of about half-an-acre, or a rood, £1 an acre, and then he gives the remainder for nothing for two or three years, and then it is valued 10s. an acre, and in proportion, as it is reclaimed, it is increased to 15s. or £1.

17090. Does that check their improvement?—They cannot leave the place, they must stay there. They do not get on well in America not knowing English.

17091. Does he generally let it to the people on the property?—Yes; the population is very large, it is 6,000, and it is not fit to support 2,000. Well, then the Church Missions own half the property of the island, their tenants are somewhat better, oh, far better off than Mr. Pike's.

17092. CHAIRMAN.—Well, we have heard it is only by going to England or Scotland they earn the means of living?—Yes, my lord.

17093. Mr. SHAW.—We had the agent here?—Yes, a very good kind agent, Mr. Thomas.

The witness retired.

Messrs John Hopkins, Michael Moran, Michael Dunne, Patk. Joyce, Peter Philpin, Patk. Roche, Michael Flynn, John Hanning, John Cunningham, Patk. Roche, (No. 2), Michael McDonnell, John Molloy, John Kenny, John O'Donnell, Patk. Moran, Thomas Philpin, John Flannery, Patrick Corcoran, and Patrick Kearney.

Messrs. JOHN HOPKINS, Clonkesh; MICHAEL MORAN, Rockfield; MICHAEL DUNNE, Tourlaheen; PATRICK JOYCE, Ballyvilly; PETER PHILPIN, Ballyvilly; PATRICK ROCHE, MICHAEL FLYNN, JOHN HANNING, JOHN CUNNINGHAM, PATRICK ROCHE (No. 2) MICHAEL M'DONNELL, JOHN MOLLOY, JOHN KENNY, JOHN O'DONNELL, PATRICK MORAN, THOMAS PHILPIN, JOHN FLANNERY, PATRICK CORCORAN, and PATRICK KEARNEY, tenants on the estate of Mr. Charles L. FitzGerald, Turlough, (agent, Mr. Robert Powell), examined together.

17094. *John Hopkins*.—Acreage, 15; rent, £8 15s.

17095. *Michael Moran*.—Twice raised since 1855, his father and grandfather occupied, and they have never paid more than £7 10s.

17096. Mr. SHAW.—What is it now?—*Moran*.—£13 15s.; valuation, £10 15s.; number of acres, 9. I have an acre of that all shrubbery, and bushes, and stones, no good.

17097. The O'CONOR DON.—When was it last raised?—About six years, I think, as far as I can remember after the first rise of 1855.

17098. *Michael Dunn*, rent for two pieces is £16 and £5 2s. 3d.; valuation, £7 and £6 14s.; he built a house and stable about sixteen years ago and drained and fenced.

17099. Mr. SHAW.—Has it been raised at all?—It was not since I got it, it was before that.

17100. Do you think it is too dear?—I think it is too dear at the valuation of it.

17101. In good times?—In good times or bad times. I think it is too dear because it is very bad land.

17102. Can you not improve it?—You can blast the rocks.

17103. *Patrick Joyce*, has nine acres, one acre bog, £18 rent, £9 10s. valuation. I built a house and barn in it, the man before me was paying £10 for it, and he had to run away, leave it, and the way I am paying £18 is going off to England, I have two sons there sending me money.

17104. Mr. SHAW.—When was it raised?—Eighteen years ago, £8. And there is one and a half acre

of that land not worth ten shillings, rocks and shore. The house I live in I had to throw it down here three years ago, and build it up again, and it cost me £10.

17105. The landlord did not help you?—Never. *Moran*.—Never, but if you do anything you have to pay for your own labour.

17106. The Ballyvilly tenants complain there is no road?—*Joyce*.—We have no road only to carry a bag of oats on our back.

17107. *Peter Philpin*, rent £12, valuation £7 5s.

17108. CHAIRMAN.—When was that raised since?—About eighteen years ago.

17109. Mr. SHAW.—How much was put on then?—From £7 to £12.

17110. CHAIRMAN.—Was there a general rise then over all the tenants?—There was on the property. Mr. FitzGerald bought this property and put no rise on it since he bought it. Our land is too dear at the valuation.

17111. *Patrick Roche*, holds four acres, rent £8 6s. 8d.; valuation, £4.

17112. Mr. SHAW.—When was your rise?—About seventeen years ago, it was Mr. Carey put the rise on it.

17113. CHAIRMAN.—What was the rise you had then?—It was only paying £14 then, but as far as I can judge it was raised from £14 to £25, there were three of us in it.

17114. *Michael Flynn*, holds four acres, rent £8 6s. 8d.; valuation, £4 5s.

17115. CHAIRMAN.—Was that raised the same time?—Yes, sir.

17116. What was your advance?—The same rent, it was a new take.

17117. *John Hanning*, (represented by his wife.) was in England, holds four acres, rent £8 6s. 8d.; valuation, £4.

17118. *John Cunningham*, holds ten acres, rent £11, valuation, £7 12s.; some of it is very bad.

17119. CHAIRMAN.—How much is your advance?—There was no rise put on us at the time I came there, but the man before me had it for £5, he was a pensioner took and could not stand it. Myself and my brother, James, are living on that bit of land.

17120. *Patrick Roche*.—(No. 2).—Holds 3 acres, rent £4, valuation £2 16s. 0d. *Michael M'Donnell*.—He is an old man; my father-in-law and I am paying that rent.

17121. Mr. SHAW.—Was the land raised at the same time?—It was.

17122. How much?—From £3 10s. 0d. to £4; at the time of regular sowing that field is all flooded.

17123. Is that all the land you have to live on?—Yes.

17124. Do you go to England?—We do.

17125. *Michael Flynn*.—This land we have is a deal of waste bog, snipe cannot live on part of it, and it is good for nothing; if you went to walk on it yourself acres would shake out before you.

17126. Mr. SHAW.—Did you reclaim any of it?—*Flynn*.—We did.

17127. *John Molloy*.—Does not know how many acres he has; rent £6 10s. 0d., valuation £2 10s. 0d.; it is all bog.

17128. Mr. SHAW.—But it was raised the same time as the others?—It was.

17129. How much did you pay before?—£4.

17130. *John Kenny*.—About 6 acres of bad land; rent £12, valuation £7 5s. 0d.

17131. Mr. SHAW.—It was raised the same time?—It was.

17132. How much?—From £7.

17133. *John M'Donnell*.—Does not know how many acres or the valuation; rent £10; it was raised the same time.

17134. *Patrick Moran*.—Rent £7 15s. 0d., valuation £5 17s. 0d.

17135. Mr. SHAW.—How many acres have you?—I have 5 acres, and I reclaimed 3 acres of bog on that, and made fences and drains because I could not walk on it. I carried away the water, did a great deal of labour, and built two stables and houses.

17136. How much was the rise put on you?—From £4 15s. 0d. to £7 15s. 0d.

17137. The O'CONOR DON.—Did you make the improvements after the rise or before?—After the rise. When I got it I began to improve, and I made close on three acres of bog, reclaimed it, and put drains on every place that there was water lodging, and strove to make a little pasture, and knock a little living out of it.

17138. *Thomas Philpin*.—Holds 3 acres; rent £5 15s. 0d., valuation £3 4s. 9d. I built every house I have, my dwelling-house and a couple of barns.

17139. Mr. SHAW.—Is that all you have to live by?—Yes.

17140. And it was raised at the same time as the others?—It was.

17141. How much raised?—From £4 5s. 2d. to £5 15s.

17142. *Michael M'Donnell*, rent, £5.

17143. CHAIRMAN.—What was your rent before?—I don't exactly know.

17144. Mr. SHAW.—How far is this from town?—Two and a half miles.

17145. Which side?—Ballina road.

17146. It is poor land?—It is, indeed—could not be wilder.

17147. The O'CONOR DON.—Who is the agent?—Mr. Powell. And along with that, when we came there we had to make a little house at our own expense. *Michael Flynn*.—This land we are talking about, I can tell you, you could not travel on some of it. It would shake acres before you, and you would not know if you gave one step that you would not be drowned in a bog-hole.

17148. Mr. SHAW.—There is plenty of turf and plenty of children?—*M'Donnell*.—Yes; and no accommodation, and plenty of poverty, too.

17149. CHAIRMAN.—Do you get the turf free?—*Moran*.—It is a poor way for people to live on a little grain of yellow meal and water, and have a heavy rent to pay.

17150. Mr. SHAW.—If you had it for nothing could you live on it?—Hardly in these times, with the failure of crops.

17151. What can you do with yourselves?—We strive to knock support out of it up to this.

17152. Would any of you like to go to America—if half of you were taken, with the whole of your families, body and bones, and put into a comfortable ship in Galway, and landed on a bit of land in America, and given a good start, how would you like it?—We would like it well.

17153. And make a neighbourhood for yourselves with the people about you?—Yes.

17154. We are not going to do it, we have not the power to do it, but we only want to know what you think of it?—I wish it could be done for us.

17155. Because we want to look at this thing in a practical way to help you?—Would it not be better for us than running off to England, earning a little money, and giving it to the landlord when we came home. *Flynn*.—We are like wild geese, your honour.

17156. *John Flannery*.—I am a tenant to Mr. Fitzgerald, in Ballyvilly. This (produced) is my Poor Rate receipt; this (produced) is the receipt for my rent and the valuation; and this is the letter I received from Mr. Powell last year when I did not attend to pay on the office day. I have improved something about four acres or six acres of that land.

17157. Mr. SHAW.—Is it on the same townland?—It is, sir.

17158. You don't live on it?—I have a herd on it, a workman. I got it from Mr. Kearney before the place was sold.

17159. How many acres?—I cannot say.

17160. How much rent do you pay?—£66 8s. 8d.

17161. It was raised with the other holdings?—It was.

17162. Did you get it at the same time?—Yes, at the same time Mr. Joyce and others got into possession after the raising and I have improved the place, and drained it. I have on my land three or four rabbit burrows, and if my labouring man goes out there to interfere he is threatened with Mr. Powell, and his trapper, an Englishman, goes on the land; he is threatened and watched, and if he is caught he would be badly treated. These rabbits have destroyed my land.

17163. CHAIRMAN :—

“Ballyvilly, Castlebar,
15th February, 1880.

“SIR,—I sent Mr. Fitzgerald's bailiff to you yesterday with a receipt for your half-year's rent, 1st November, 1879, and the request to hand him that amount as usual. The reply he got from you, as he informs me, was that you would not pay him any rent unless you were allowed 15 per cent. on the year's rent up to the 1st November, 1879. You will know whether this is correct or otherwise. In any case I require you to hand me £33 4s. 4d., on or before Wednesday next, your half year's rent to the 1st of November, 1879. If you do not see fit to do so I shall direct Mr. Fitzgerald's solicitor to proceed against you forthwith for that amount.

“I am Sir, your obedient servant,

“JOHN POWELL.”

You see by my receipt here that I have always been very punctual in paying my rent. We had a meeting

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held by our parish priest Father Brennan, in Turlough, and we were all summoned up there to attend. I attended; it came to an understanding, I and several other people there came to the understanding that we were to get this reduction from Mr. FitzGerald (I was a man paying over £20), and to call upon me and other tenants to see were we satisfied to take this allowance, we opposed it and said we would not take less than five he was giving three. I had my rent paid then at that time on the 9th of May, and I expected when I was paying this November rent afterwards that I would get the allowance in full. He would not allow me and I objected to pay the rent without getting 3 per cent. in full, I had a year's rent paid at the time while the other tenants here had not half a year's rent paid at all.

17164. The O'CONOR DON.—And you had the hanging gale paid?—I had it always paid, and because I did not comply with his wishes he sends me that threatening letter.

17165. Mr. SHAW.—What did you do then?—I went down and paid him. That letter was sent on the 15th and he furnished me with the receipt on the 13th.

17166. CHAIRMAN.—How came the letter to be written on the 15th when you have the receipt on the 13th?—Because he sent the receipt up to me before.

17167. The O'CONOR DON.—He was so sure of getting the money he sent you the receipt?—Yes. I was ignorant of the thing, I thought I should get the 3 per cent. in full. In this farm I have there are four rabbit burrows, from which Mr. FitzGerald has, I suppose, the value of my farm. I can swear he has more than £66 8s. 9d. worth of rabbits taken out of it every year. He has that much game out of it, and me or my man cannot interfere. I have reclaimed that land, it is at the rear of Mr. Powell's house, and after my time and labour I believe he would sooner have me out of it.

Mr Thomas Gibbons.

Mr. THOMAS GIBBONS, Cullabullane, tenant on Sir Robert Lynch Blossie's estate, examined.

17174. CHAIRMAN.—Do you hand in this statement?—Yes, your honour.

17175. Reads:—

"The grievances of the said townlands are these; we, the tenants of these townlands have no leave to burn a fire of weeds on our lands, and has no leave to raise a load of mud for manure; only in a place appointed, or if we did we should put it into a hole, back. We were even warned not to cut a bush on our land, even in a year of famine for fire. Every tenant of us were bound to be game keepers or if not we were under the pain of a year's rent in a fine—that or

17168. Mr. SHAW.—You have no lease?—No; and along with that, to boot, there is a large river running at the rere of my land. He has promised me every year, for the last five years, he would clean this river; it overflows and banks up and destroys all my place, so the few pounds I make on the land I am constantly laying out on manure, and keeping a man at work at the other end of the land. Pat Joyce there has another mearing that is also closed up." So that all the money we are giving Mr. FitzGerald is simply put into his pocket; he has not even made a road from my holding. There is a passage leading from the main road and at the time of the extraordinary sessions I applied for £10, for making a gullet in the road and conveniencing this man. It was opposed by the guardians in the workhouse, and when called in the courthouse here it was disallowed by Mr. Powell, he stated that road was not required, in my hearing; though it was necessary, those people are his tenants, and they are always passing in and out through my farm. My brother-in-law, Pat Flannery, has another farm of the same kind, there is a rabbit burrow too upon his land.

17169. Patrick Corcoran.—Rent, £21; valuation, £11 15s.; acreage, 16.

17170. Mr. SHAW.—Was the rise made the same time as the others?—It was not, but what we are paying £37 for, when my father was there we had it for £20.

17171. Was it not raised at the same time as the other townlands?—It was.

17172. Have you improved it much?—Indeed, I did; I built three stables on it and a dwelling house, everything that was done was done by myself.

17173. Patrick Kearney.—Rent raised from £3 13s. 4d. to £5 10s.

The witnesses then retired.

Mr. Edmund Larkin.

Mr. EDMUND LARKIN examined.

17178. My story is that I paid my rent all through up to this half year's rent and then I went and asked time, that was about a fortnight ago, when his bailiff came across me there and said if I did not pay the rent now I would be processed. "There is the agent" said he, "and go as far as him." "Well" said I, "I will expect to get two or three months time." I went to him and he would not hear me at all.

17179. Mr. SHAW.—How much is your rent?—£22, and half a crown out of it.

17180. Was it raised at all?—It was.

17181. When?—Twenty-two or twenty-three years

ago, there was a general rise in 1862 on the whole property.

17182. How much was put on you?—£5 10s. on the whole. I have three places.

17183. And he would not give you any time to pay rent?—No time he would give me.

17184. And have you paid it up pretty well?—I have.

17185. The O'CONOR DON.—Is Mr. Tardy your agent?—He is.

17186. Mr. SHAW.—Did he process you?—He did, sir.

Mr. Patrick M'Donnell.

Mr. PATRICK M'DONNELL, Cloncrooneen, examined.

17187. Mr. SHAW.—What is your rent?—Tenguineas.

17188. How many acres?—About twelve acres.

17189. Was it raised?—It was raised in 1862.

17190. What is your complaint, is it too dear?—It is too dear, and there is six acres of it along by the river, and the river is not a foot lower than it in the middle of summer, and every step you would walk on it in winter, the water is higher than your shoes, and in spring, and on this day of the year.

17191. Is it grass land?—It is, it could not be tilled.

17192. Is not the grazing good in summer?—It is if it was dry, but this moment you could put a sailing boat sailing over it.

17193. Is the rest of the land good?—It is not.

17194. Have you improved it, or done anything to it?—I have, as much as I could, and that is a great deal.

17195. You built your own house?—We did.

17196. The landlord never helps you?—Not a shilling

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Mr. THOMAS FLANNERY examined.

Mr. Thomas Flannery.

17197. Mr. SHAW.—How much land have you?—seventeen acres.

17198. What is your rent?—£17.

17199. What is your valuation?—£15.

17200. When was it raised on you?—It was not raised on me at all, about sixteen years ago they raised it to £17 from £15. I am living away from this, Lagahilla is my townland.

17201. What is it you complain of, is the land too cheap?—It is too dear, it is not good land, all hills, if they were hollows the land would be better.

17202. Did you do any improvements on it?—I have sir.

17203. Did you build any house?—I did, sir, I made three houses.

17204. The landlord does not make any allowance for houses?—No, your honour, I was promised first, any house I would make I would get something for it, and I was promised timber and got no timber.

17205. Did he make any allowance to you in the bad times?—No, sir.

17206. No reduction?—I got 4s. in one year's rent.

Mr. JOHN MULLINS examined.

Mr. John Mullins.

17207. Holds 4A. 3R. 6P. of arable land and the name of 2A. of marshy bottom, and then there is some commonage for the use of tenants, and cutting turf. My rent is £7 10s. and I had it when the townland was striped in 1855, for £5 10s.; in six months after they raised it to 10s., in 1862 they raised it to 30s., that leaves me £2 of a rise since 1855 up to this.

17208. Mr. SHAW.—Have you done anything on the land yourself?—I improved it and laboured hard

in winter and summer, to endeavour as much as I could to knock some living out of it, and only for the help I was getting from my friends in America I could not stand it, and whatever fortune I got, as long as I could I stopped there.

17209. Do you go to England?—Not since I was married.

17210. What is your valuation?—My valuation is £4 16s.

Mr. PATRICK HYLAND examined.

Mr. Patrick Hyland.

17211. CHAIRMAN.—How much land do you hold?—Nine acres.

17212. How much rent do you pay?—£11 8s. It has been raised to that from £9 4s.

17213. When was it raised?—I think it is about 1854.

17214. What is the Government valuation?—The Government valuation is £10 5s. The valuation was raised from £7 10s., and then it was raised to the same valuation as the rent. It is very bad, cold land.

17215. Mr. SHAW.—Is it bog?—No. I had portion of a bog, but it was taken from me. I had to

make a drain, at my own expense, for the purpose of cutting turf, and it is taken from me now, and I have no call to it. Where I made the drain another man cut his turf and smothered the drain up, and I must pay for the turf now.

17216. CHAIRMAN.—You have no turf on your own holding?—I must pay rent for the turf along with the rent.

17217. Mr. SHAW.—You used to have it free before?—I used, and my father before me, without payment.

17218. The O'CONOR DON.—Who is the agent?—Mr. Poe.

Mr. JOHN DELANEY examined.

Mr. John Delaney.

17219. Mr. SHAW.—You hold a farm near the last witness?—Yes.

17220. What is your rent?—£11 3s. 4d. My first rent was £8 10s.

17221. How long ago is that?—It is about thirty-two years.

17222. You have had no rise since that?—They raised it every way they could, from that time up to this day if they could, and we could not pay our rent; nor don't pay, and we are not able to support our family for the last summer.

17223. When was that rent fixed?—I am paying it ever since.

17224. Are you paying that rent for thirty years?—Yes.

17224A. What do you complain of?—That the land is not able to support my family for any year, and worse than all this year.

17225. CHAIRMAN.—Was the land in a worse state fifteen years ago?—It was fit to rear snipe.

17226. Mr. SHAW.—Before the bad times were you able to live on it?—I was not.

17227. How did you live?—I lived in struggling way, borrowing a cwt. of meal from a neighbour, and so on.

Mr. JAMES AMBER examined.

Mr. James Amber.

17228. Mr. SHAW.—What is your valuation?—£8.

17228A. And your rent?—£12 19s. 8d.

17229. It was not raised for thirty years?—It was raised three times.

17230. Within your own time?—Yes.

17231. What was the rise on the first occasion?—I cannot say exactly.

17232. What was the last?—The last was £1.

17233. When was that?—It was £1 every year, and it was raised twice before that.

17234. When was the last rise?—In 1859.

17235. Is it good land?—Part of it is middling fair, and part of it not worth 5s.

17236. Is it bog land?—It is of a wet nature.

17237. Did you drain it yourself?—Yes, I drained it sometime ago. Sir Compton Domville was paying for securing the drainage money, but we have got nothing for many years, and it is worth nothing now.

17238. Where is it?—It is six miles from Balla.

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Mr. John
Barrett.

Mr. JOHN BARRETT examined.

17239. Mr. SHAW.—What is your rent?—£53.

17240. For how many acres?—Forty-nine acres.

17241. Was it raised on you?—It was, twice. It was raised on me the last time in 1859.

17242. Is it on the Domville estate?—Yes.

17243. In 1859 what was the rise?—5s. in the pound.

17244. That is twenty per cent.?—Yes.

17245. This is a statement of your case which you desire to be read?—Yes.

Document produced and read as follows:—

"In 1848 I took my farm or holding, in the townland of Lisnolan, from the late Sir Compton Domville, of Santry House, county Dublin, or his agent, Thomas Sherrard, Esq., of 74 Blessington-street, Dublin, at £1 per acre. That very year, 1848, he gave all the tenants on the estate twenty-five per cent., and during the lifetime of Sir Compton, which was ten years, he never put on the abatement, or never would, were he to live up to this day. He found out the lands were too highly set, though there was no tenant on the estate but could earn six months' rent out of the twelve by work done on his holdings in the way of improvements. As soon as Sir Compton died, executors comes in after ten years, and puts on the twenty-five per cent. that was never expected, and, the very same year, the executors compels every tenant on the estate to pay a year's rent in six months—in fact, we had to pay three half-year's rent within one year in order to meet the demands of the executors. As soon as we had done with the executors, our present landlord, William Compton Domville, Esq., comes in, and the year after his coming in on the estate, he sends a valuator from Dublin, and puts from twenty-five to twenty-seven and a half per cent. all over the estate, and stops all the improvements, and never since gave one shilling to earn to the tenants on the holdings. Now I am paying £1 5s. for forty-one acres that I had from his father at 15s. from the time I took it until he died. At the time of this late valuation in 1859, by some magic they said, without ever measuring one perch of my land, this valuator says I have eight acres more than I was paying for. He has charged me 8s. an acre for those mysterious acres from that to this, which makes a sum of £67 4s. Some of those eight acres I have reclaimed, at very great expense, by gravelling and tilling; more of the eight acres never was reclaimed, and is not worth 1s. for any purpose; but a workman of mine cuts some turf on it, for which he is charged £4 an acre, and I pay 8s. for it, so they get £4 8s. from me and my workman for the worst of bog. At the time the lands were striped by the late Sir Compton, when he came in for the estate, his good and kind agents then allotted, to each holding or tenant, a portion of bog, free of charge, to cut turf on it, raise mud, or reclaim it to the best advantage they could; but our present landlord, as soon as he came in for

the estate, done away with all this, and will not allow any tenant cut turf without paying £3 an acre for it. Let me say that if they had turf it would be less matter.

"I know some of the tenants to be going a long distance to other properties and paying high for turf, and leaving what they have at the end of their own land uncut, it is so bad and useless. There are a number of acres of bog at the end of my land, and I go a distance of a mile and a half to Sir Robert Lynch Blossie's bog, and pay £4 an acre for turf there; still it is cheaper than to cut at home for nothing, and still I would be charged £3, if I cut it.

"I now state and am prepared to prove on oath that I have not one acre in my possession worth one pound, so as that me and my long family could live on it. I also state and also am prepared to state on oath that for the forty-one acres I hold that fifteen shillings would be a high rent for it, and four acres out of the eight of reclaimed and unreclaimed is not worth four shillings for any use to me.

"Last year on account of the bad years past I fell into one years rent in arrear here, and they served me with a writ and put me to £5 expense. I hold another farm of forty-three acres from the same landlord, and I did not owe one penny but one half year's rent, and he included it also in the writ, but I believe it was from a misrepresentation made of me by the agent, J. W. Poe, to the landlord, who I believe is a good man if he was well advised; yearly rent, £53 8s.; valuation, £35 16s.

"JOHN BARRETT, Lisnolan."

17246. CHAIRMAN.—You say you were put to £5 expense by law?—Yes.

17247. Did you go into court?—No.

17248. What were your expenses caused by?—They served one with a writ and they went into court, but I did not.

17249. You did not appear at all?—I wrote to them since I received the writ telling them I would settle with them, and to put me to no further expense—that if they did I would not be able to pay it.

17250. You had to pay it all to the solicitor?—No, I wrote to Mr. Poe, and he wrote back saying I had no alternative but to settle with Mr. Kerrigan—that is his law agent—and I had a letter from Mr. Kerrigan saying he would put a stay on the proceedings until they saw what could be done, and the next thing I got was a letter saying, send up the amount and £5 costs. I said I was not able to pay the full amount, but if they took a year's rent from me—that is half a year's rent for both farms, I would pay the remaining year's rent by instalments. So they consented, and are taking a year's rent by instalments from me.

Mr. Martin
Sheridan.

Mr. MARTIN SHERIDAN examined.

17251. Mr. SHAW.—How many acres do you hold?—I don't know how many acres, but I pay £29 9s. 10d. a year.

17252. Was that raised at all?—It was, I suppose it was at the same time as the others, but I really don't know the year.

Mr. John Barrett.—At the time the valuation was made the whole rise was put over the whole estate in 1859, and there was no rise since.

17253. CHAIRMAN.—Did you think it was a reasonable rise at the time?—I did not, and I complained very bitterly against it.

17254. Mr. SHAW.—It was too high?—Yes; and I am prepared to swear on oath that the land they charge 25s. an acre for is not worth 15s. to any tenant.

17255. And the same with the other tenants?—Yes.

Mr. James
Highland.

Mr. JAMES HIGHLAND examined.

17256. Mr. SHAW.—What rent do you pay?—£10 4s.

17257. What is the valuation?—£7 10s.

17258. For how many acres?—I don't know how many, but it is poor land and boggy, and it is not worth paying taxes for it.

17259. You find it hard to live on it?—It is very hard living on it, and I could not live on it at all only

I was working at my trade. We are all starving, and unable to live.

17260. You have signed this document: "We, the undersigned tenants on the Domville estate, in the townlands of Lisnolan and Smuthnagh, do say, and are prepared to swear on oath, that the lands we hold are not fit to produce crops sufficient for the maintenance of our families, owing to the exorbitant increase of

rent over the Government valuation, which we hereby show. Signed :

Tenants.	Valuation.			Rent.		
	£	s.	d.	£	s.	d.
Martin Sheridan,	21	0	0	27	9	10
John Sheil,	10	10	0	12	10	0
Pat Sheil,	9	5	0	13	18	4
Anthony Moran,	8	10	0	10	0	6
Thomas Brennan,	10	10	0	14	0	0
Bryan M'Hugh,	9	15	0	13	13	0
Pat Killilea,	12	15	0	15	8	0
Pat Brennan,	12	0	0	17	6	0
James Hyland,	7	10	0	10	4	0
Michael Moran,	7	0	0	8	17	4

We also beg to say that our improvements on our separate holdings amount to a considerable sum, which

we have never got any remuneration for, but in the face of which our rents have been raised"—Yes; that is a true statement. The rent was raised twenty years ago, and all over the property at the same time.

17261. CHAIRMAN.—How did you manage all these years up to 1875?—The little means we had has gone away now by paying rack-rent.

17262. In consequence of these last bad years?—Yes.

17263. Mr. SHAW.—You are in debt?—Yes.

17264. To the shopkeepers?—We are, and cannot pay our debts either.

17265. The O'CONOR DON.—You don't think the land would be sufficient to support you if you paid no rent?—No; it is bad land, and in twenty years you could not save a cock of hay off it.

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Mr. James Highland.

Mr. PAT SHEILS examined.

Mr Pat Sheils.

I am paying for twenty years £13 18s. 4d., and I can't stand it any longer.

17266. CHAIRMAN.—You would not be able to pay for your holding if you were offered it to buy?—No.

17267. You would like to buy it if you could?—I would not like to buy it.

17268. Mr. SHAW.—If you were to buy it by paying the rent you pay now for thirty-five years, would you take it?—I would not.

17269. Would you rather get a fair reduction of it, and take your chance?—I would. I could pay my way if I got it fair.

17270. The O'CONOR DON.—Would you be willing to go to America if you were taken out, yourself and family, and got land there?—There is enough in it, I believe. There is more in it than can get land in it.

17271. Mr. SHAW.—Suppose there were people taken out in families, and that the people who took them out looked before them, and brought them out to good dry land, and put them all together in villages, with good houses, and gave them a start, don't you think it would be better than trying to live in this wretched place?

Thomas Brennan—There were a good many men had to come back here, because they would not like to live in it. He might be alive to-day and not to-

morrow. If he had a few dollars about him he was shot.

17272. Suppose they went into the country places and settled down, dividing it into nice farms?—They could only support themselves there. They could not dispose of their stock.

17273. CHAIRMAN.—Would you rather stay at home if you got a fair rent?—Yes. I would rather just live in this country. It is a wholesome climate to live in, and I would sooner labour all the days I have to live here if I got the land at a fair rent; but if I have to pay £9 above the Government valuation, it is a great pile. When I am worn out all the time labouring here, I can't say I am worth a cent.

17274. Were you in America?—I was; in the State of Indiana with a farmer. I got four acres of bog, and it was raised on me every time, and that was taken from me, and I would not get leave to take a load of manure off it.

17275. Although you had it once?—Yes; and I should pay for the fire turf, and not make a drain in that, and he charged me £3 or £4 an acre. See how we are treated, after our forefathers before us keeping these places for so many years.

17276. Mr. SHAW.—You would rather live at home at a fair rent?—Yes.

Mr. PAT MORAN examined.

Mr. Pat Moran.

17277. Mr. SHAW.—You are a tenant on the Gibbons' estate at Westport, in the townland of Ballynacargy, and you say you are prepared to swear on oath that the land you hold is not fit to produce crops sufficient to maintain your family, owing to the exorbitant increase of rent over Government valuation?—I do.

17278. What is your rent?—£18 10s. 0d.

17279. And your valuation?—£11 0s. 0d.

17280. You say: "I also beg to say that I have made considerable improvements on my holding for which I have received no remuneration, but in the face of which my rents have been raised. I am paying the rise for the past nineteen years."

17281. It was nineteen years ago it was raised?—Yes.

17282. Was it bad land?—I put down about 40 tenants. He took them away and gave it to me. I could get no way of living out of it. He and I made a road through my land. I had to gravel and lime it, and I could get nothing off it. He summoned me twice for cutting a bit of bog, and fined me for it.

17283. The O'CONNOR DON.—Did you make all these improvements during the last nineteen years?—I did. I built four out-houses and a dwelling-house, and he promised to allow me a sum of money, and he never allowed me a shilling. He promised me a year's rent for making so much improvement, but he drew back and would not give me a shilling.

17284. Mr. SHAW.—You have made pretty good land of it?—Yes. My son went away to America, leaving me without labour. It is not worth a penny an acre, except what I reclaimed. If I did not manure it for my hay, I would not have 5 cwt. of hay in the year.

17285. Do you keep cows?—I do, but I am out of them at present. I have a priest in America a brother-in-law of mine, but he drew away from me, saying I was making nothing of my time.

17286. You had to sell your cattle?—I was buying provision all the time, and I had to give it to the landlord.

17287. Did he make any reduction?—He did.

17288. Still you have had bad years?—Yes; I did not get a good crop off for three years.

17289. Are the potatoes very good?—They are very poor, except our own seed; it is not a ha'pworth of good at all.

17290. Even the reduction of rent would not help you much?—It would be worth nothing at all to me; I could not do with it. It would not help me much.

17291. Does he allow you to sell?—I would get no one to buy; I would not get a shilling for it.

17292. You have spent a great deal of money on it?—I have. My brother did part of it. He went to America, and I gave him £20 for it, and I will have to throw it up now.

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Mr. Pat
Moran.

17293. Do you owe much rent now?—I do, a couple of years.

17294. He has not brought any ejectment against

you?—No; he has not as yet. I lost all the money I ever got hold of. I gave it to the landlord in rent, and I could make nothing of it.

Messrs.
Edward
Mitchell,
Thomas
M'Hale,
and Stephen
Burke.

MESSRS. EDWARD MITCHELL, THOMAS M'HALE, and STEPHEN BURKE, examined.

17295. CHAIRMAN.—You are tenants of Lord Lucan, in the townland of Milebush, parish of Aglish?—*Edward Mitchell*.—Yes.

17296. Who is the agent?—Mr. Larminie.

17297. When was the rent raised last?—Not since the lease dropped.

17298. How long is that?—It is about twenty years.

17299. You have had the same rents for twenty years?—Yes; they were all raised at that time.

17300. What have you to say about it?—The land is awfully bad. It is about £2 8s. an acre. It is too dear in the present bad times. We can scarcely pay rent at all.

17301. Had you any abatement made?—No; not a halfpenny. We went to his lordship lately, about three weeks ago, and he would not hear of one halfpenny abatement being given.

17302. The rent you have been paying for so many years was a high rent?—My father had the farm before that, and I had to take it up.

17303. Did your father build the house?—No; I built that myself, and the valuation was raised.

17304. But the rent was not raised?—No, sir.

17305. What sort of land is it?—It was partly rocky, and bushy that was reclaimed. I took up the bushes and stones and rocks, and made pretty good land of it, and then tilled it.

17306. Did you make that good land since the last fixing of the rent?—Yes.

17307. Is that complaint general with the tenants that the rent is too much?—That is the whole complaint of the village.

17308. Not of any rise of late?—No.

17308A. The O'CONOR DON.—Does Lord Lucan do anything for his tenants?—Not a ha'pworth I ever saw him do. He would not take the rent unless he got every halfpenny from every one, and if they had not half the rents before six months were up he would not take less than the whole year's rent.

17309. CHAIRMAN.—Were the rents all joined together?—Yes; what we held by one lease.

17310. The O'CONOR DON.—Do you hold by lease now?—No.

17311. Mr. SHAW.—How many acres have you?—Six and a half acres.

17312. And the valuation was raised on account of your buildings?—Yes.

17313. The other tenants with you are—Thomas M'Hale; he holds seven acres at £16, and the valuation is £10 10s.; Michael Kilcourse; he holds four and a half acres at £9 7s. 8d., and the valuation is £6?—Yes.

17314. Is it poor land?—It is.

17315. The fourth tenant is Stephen Burke. He holds four and a half acres at £9 7s. 8d., and the valuation is £6?—Yes.

Mr. James
Armstrong.

Mr. JAMES ARMSTRONG examined.

17316. Mr. SHAW.—You are a tenant of Lord Lucan's at Milebush also?—Yes.

17317. You hold ten acres at £30, the valuation of which is £18 10s.?—Yes.

17318. Is it very prime land?—It is pretty fairish, but I did a good deal of the improvement myself. I do not till it. I let it out in good condition, and try to get meadowing off it, but some of it will not pay the rent after all my labour on it.

17319. Is it near the town?—It is a mile and a quarter from the town. I have built a house upon it.

17320. And done all the improvements?—Yes.

17321. Do you consider £30 a year too high?—I consider it very much over the rent. I think the valuation would be a very good rent.

17322. The O'CONOR DON.—What is the rent per acre?—It is £3 just now.

17323. Is it near the land of Lord Oranmore?—Yes; it is about half a mile from it.

17324. Is it the same quality of land?—Some of it; but it is a little improved lately.

17325. Do you know what Lord Oranmore is paying per acre?—I believe it is only £1 an acre.

17326. He holds from Lord Lucan?—Yes. He has a large tract of it, of course, but still it is the same quality of land.

17327. Mr. SHAW.—You are in some other business?—I am in business in this town. I am an hotel-keeper.

17328. This was an accommodation farm?—Yes.

17329. That is how the rent came to be so high?—I should think it is. The competition is high, and people anxious to get farms give more than the value of it.

17330. You have two other holdings?—Yes; I have one of one and three-quarters of an acre, for which I pay £3 12s. 6d. I took this as an accommodation, and I am satisfied with the rent of it. The other is an old take of fourteen acres, for which I pay £12 16s. 10d., and the valuation is £14 10s. This was valued after being improved. I have it for a long time, since 1846.

17331. The O'CONOR DON.—And the rent has not been raised?—There has been no raise. There is no lease of it. I succeeded my brother-in-law in it. There was a good deal of improvement on it, and Lord Lucan at one time wanted to dispossess him of it, but there was a promise of a lease, and he was defeated in that. There was no lease however got afterwards. They still continue the rent, and I am satisfied of course with it.

17332. The first is what you complain of principally?—Yes.

Mr. John
Corcoran.

Mr. JOHN CORCORAN examined.

17333. Mr. SHAW.—You hold eleven acres at Milebush, for which you pay £35, and the valuation is £19 10s.?—Yes.

17334. Is it near Mr. Armstrong's?—I might say it is.

17335. Have you a lease of it?—No.

17336. Was the rent raised?—It was within the last three years.

17337. How much?—To £35 from £19.

17338. Was the old rent £19?—It was.

17339. Was that on lease?—It was.

17340. And when the lease fell out it was raised to £35?

17341. Within the last three years?—Yes.

17342. Do you consider that excessive?—I do.

17343. Did you do anything on the land?—I had to reclaim every bit of it.

17344. Did you build upon it?—There is a house or two upon it now.
17345. You don't reside upon it?—No, sir.

17346. You live in town?—I do.
17347. Did you complain of the high rent when it was put on?—I did, and since, and I got no redress.

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Mr. John Corcoran.

Mr. THOMAS HASTINGS examined.

Mr. Thomas Hastings.

17348. Mr. SHAW.—You pay £26 rent?—Yes, sir.
17349. Do you live at the same place?—No, sir, not altogether. It is a bit off it.
17350. What is the name of the place?—Aughadrinagh.
17351. Was the rent raised on you?—No, sir; when I got it it was raised.
17352. When did you get it?—Twenty years ago.
17353. Was that when the lease dropped?—The lease did not drop at the time, but it was a take at that time.
17354. And it was raised from the old rent?—Yes; it was £20.
17355. There was £6 put upon you?—Yes.
17356. Was there any bog taken from you?—There was bog taken from me. There are twelve tenants put in on the bog.

17357. Used you to have that bog before?—I am paying rent and taxes for the bog.
17358. You get plenty of turf?—Yes.
17359. You pay the tax and they get the bog?—Yes.
17360. Did they pay you anything?—Not a farthing.
17361. Do they pay the landlord anything?—No, sir.
17362. How much is there in the bog?—I don't know exactly.
17363. Do you know how much the taxes are?—I do not.
17364. It is not separated?—No, it is all put together.

Mr. JOHN WALSH examined.

Mr. John Walsh.

17365. You are a tenant of Lord Lucan's on the Ardvarney division?—Yes.
17366. You pay £11 10s. rent, and your valuation is £7 15s.?—Yes.
17367. When was the rent raised?—Since we got it. That was a mountainous place and not fit for a farm, when we took it about fifteen years ago, and the same rent that was put on it then is on it still.
17368. How many years ago is that?—Fifteen years ago.
17369. And this rent was put on then?—Yes.
17370. Was it lower before that?—I could not tell.
17370A. The O'CONOR DON.—Did you make any proposal for it?—Yes.
17371. Then you fixed the rent yourselves?—We had to do it. We could not get the land except by doing that.

17372. Were there houses on the land when you got it?—No, sir.
17373. Mr. SHAW.—Did you build a house?—Yes; and my house was burned, and I built it over again, except for half a year's rent, but they never gave a clear receipt since.
17374. Did they never give any reduction?—No. Last Friday night I had to pay the rent.
17375. Is it good land?—No, sir; it is only wet, bad, barren land.
17376. How many acres altogether?—I could not tell.
17377. About how many acres are you able to work?—The best part is the mountain part. The mountain part it is that I am trying to reclaim. It is wet, swampy land.

Mr. PATRICK O'BYRNE examined.

Mr. Patrick O'Byrne.

17378. Mr. SHAW.—You hold at the same place, your rent is the same and your valuation?—Yes.
17379. And you have the same case?—Yes.

17380. And about the same land?—Yes; it is next to this man's (John Walsh).
17381. You have a family?—Yes.

Mr. PATRICK M'DONNELL examined.

Mr. Patrick M'Donnell.

17382. Mr. SHAW?—Your rent is £14, and your valuation £9?—Yes.
17383. Was the rent ever raised since you went there?—No, sir.
17384. It is just the same case?—Yes; it is all bog and mountain.

17385. You are working it the best way you can?—Yes.
17386. If there was a reduction made could you support your family?—A couple of pounds would be of great use. Since 1846 or 1847 I never seen such a bad crop in this country. We could not save the rent unless we went to England to earn it.

Mr. MICHAEL O'DONNELL examined.

Mr. Michael O'Donnell.

17387. Mr. SHAW.—Your rent is £11 10s., and your valuation £8?—Yes.
17388. You have it the same way as the others, and the same kind of land?—Yes; and taken on the same conditions.
17389. You have done everything to it. Have you

built houses?—No, sir. There were the walls of a house built there when I came there.
17390. Did you reclaim any land?—Yes.
17391. Constantly at it, I suppose?—Constantly at it.

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Mr. James
Saunders.

17392. Mr. SHAW.—You pay £12 rent, and your valuation is £8 10s. ?—Yes.

17393. For how many acres ?—I could not exactly tell you.

17394. You took it in lump ?—Yes.

17395. How many acres do you till of it ?—About three acres at the most.

17396. What do you do with the rest ?—I let it out. It is not worth anything.

17397. The O'CONOR DON.—Do you keep any stock ?—Yes, sir ; I have got two or three little ones.

17398. Have you any sheep ?—No, sir.

17399. CHAIRMAN.—Had you any sheep five or six years ago ?—I had some. *

Mr. JAMES SAUNDERS examined.

17400. Mr. SHAW.—Did you sell them lately ?—Yes, with the distress, and having to build three houses since I went there. One of them fell since, because I had not the means of putting it up right.

17401. Did the landlord help you ?—No, sir ; he did not give me anything. I had to buy the timber.

17402. The rent of Dominick Neary is £9 12s., and the valuation is £6 10s. ?—Yes, sir.

17403. Is he here ?—He is, sir.

17404. Peter Philbin pays £3 rent, and the valuation is £1 10s. ?—Yes, sir. He is here, too. It is just the same land.

Mrs. James
Flanagan.

Mrs. JAMES FLANAGAN examined on behalf of her husband, James Flanagan.

17405. Mr. SHAW.—Your rent is £11, and your valuation £7 10s. ?—Yes, sir.

17406. This is the same case—you have done everything on the land that has been done to it ?—Yes, sir.

17407. The landlord does not help you ?—No, sir, he does not. I did not see my husband from England for five years, and I was processed for the rent.

17408. Has your husband been away all this time ?

—Yes ; he has been away for five years, and I never got a shilling assistance from my landlord.

17409. Did your husband send you any assistance ?—He did, but it was small, and I have a small family to rear upon it.

17410. He never came home since ?—He never came home from poverty.

17411. Are your children grown up ?—They are, but they are not able to help me yet.

Mr. John
Philbin.

Mr. JOHN PHILBIN examined.

17412. The O'CONOR DON.—You are a tenant of Lord Lucan's ?—Yes.

17413. At Coursepark ?—Yes.

17414. You pay £16 16s. rent, and your valuation is £13 10s. ?—Yes, sir.

17415. Has your rent been altered lately ?—No, sir, it is just the same as long as I remember, but the time is so bad we can't meet that same. I have to go to England to earn the rent of it. It was only yesterday I came home.

17416. You could not make the rent out of it ?—No, sir. We can't make our support one quarter of the year out of it. I have had no potatoes in it for the last three years.

17417. How many acres are there in it ?—About twenty-four acres of rough and smooth. He won't allow us any compensation, we must pay the same every time.

17418. CHAIRMAN.—Did you go to England last year ?—I did.

17419. Were you able to get work there ?—I was, but I had to pay my rent when I came home.

17420. Did you get work the same as usual ?—No, not the same wages as usual, they are very low. They are not employing the hands the same as they usually do.

17421. Is that in the last two years ?—Yes. England is getting as bad as this country in a manner.

17422. Do you go there every year ?—Yes, for the last five years. I could not earn my rent in this country. I could not make it off the land. There is nothing growing on the land.

17423. Did they pay you there by piecework ?—They paid so much a week.

Mr Peter
Philbin.

Mr. PETER PHILBIN, Garryduff, examined.

17424. The O'CONOR DON.—You are a tenant of Lord Lucan's ?—Yes.

17425. Your rent is £22 12s. 6d. ?—Yes.

17426. And your valuation £15 5s. ?—Yes.

17427. Has the rent been altered lately ?—No.

17428. When was this rent fixed ?—Sixteen years ago.

17429. You took it by proposal ?—Yes. I took it by proposal this time sixteen years.

17430. You fixed the rent yourself at that time ?—Yes. I paid £3 an acre for the land. There is only seven acres of it, and taxes five shillings more. I am paying public cess, poor rate, and towns rate.

17431. Is it near the town ?—Yes.

17432. Do you live in the town ?—Yes.

17433. It is a sort of townpark ?—It is within the borough. Some of it had rushes on it, and it would not give grass or anything until I reclaimed it and improved it.

17434. CHAIRMAN.—There has been no rise upon you ?—There is no rise since I took it in 1864.

17435. Was it very good times then ?—Yes ; and I could make the rent off the land then, and until within the last four years or five ; but we cannot make it now at all out of the land.

Mr. Michael
Doyle.

Mr. MICHAEL DOYLE examined.

17435A. The O'CONOR DON.—Are you a tenant of Lord Lucan's ?—Yes.

17436. What is your complaint ?—Much the same. The rent is too high.

17437. What is your rent ?—£11 15s. 10d.

17438. And the valuation ?—£8 10s.

17439. Did you take it by proposal ?—No, sir. It was a matter of swap. Some time ago, when my father lived, there was some of his family working in

Lord Lucan's yard, and he took it really on account of its being near the place ; but now they are all scattered, and there is no one but me to pay the rent, and it is too high.

17440. How many acres have you ?—It was taken by bulk ; it was never measured.

17441. The rent was never altered since you took it ?—No, sir ; but it was taken dear.

17442. Do you ever go to England ?—I cannot go as I have no one but myself.

Mr. PATRICK GORMAN and others, tenants on the property of Mr. Thomas Ormsby and Mr. Miller, examined.

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[Statement by witnesses read].

17443. The O'CONOR DON.—You have heard the statement read?—Mr. Patrick Gorman.—Yes.

17444. And are you prepared to say everything in it is true?—Yes. I am sure of everything that happened.

17445. You are speaking on behalf of the other tenants?—Yes. The whole lot of the townland came in.

17446. How do you know Pat Walsh was evicted because he went to the races?—He was attending a horse in the yard, and he went without leave, and next day he got a notice to quit.

17447. He was working in the yard?—Yes.

17448. Was he a hired servant?—He was. The wages the man had was 8*d.* a day.

17449. He was turned out of the land?—Yes, because he did not attend this day.

17450. He left the horses unattended this day?—Yes, and he got notice the next day to give up the land and got no compensation for it.

17451. When was that?—It is a good bit ago. It is fifteen or sixteen years ago or more.

17452. How do you know Eleanor Carroll was evicted because she would not consult the landlord about a husband?—I was living next door and I could not help knowing it. When she married her daughter to this man she got notice to quit.

17453. Was she going to divide the land?—No; she was only bringing in this boy to assist to rear the rest of the orphans.

17454. Was that the only reason?—Yes; that was the only reason.

17455. Was the man a man of bad character?—No; he was of very good character.

17456. How long ago is that?—This happened before Mr. Ormsby died.

17457. Richard Barrett, you say, was evicted without cause?—Yes.

17458. Mr. SHAW.—What was done with the land?—Mr. O'Donnell has it.

17459. CHAIRMAN.—How much does Mr. O'Donnell hold altogether?—He has all these little holdings now, every one of them. It is only three acres of one field

and four of another. It is only a small division. It was the heart of the village.

17460. The O'CONOR DON.—You say Pat Gorman was evicted because he had too many children?—I heard that that was the cause; but I know the rent was paid, and I heard that that was the cause he was turned out.

17461. Does Mr. O'Donnell hold the land he had?—Yes.

17462. Perhaps he was evicted because Mr. O'Donnell wanted the land?—That is the excuse.

17463. CHAIRMAN.—What is the right number of children?—He had seven or eight.

17464. The O'CONOR DON.—How long ago is it that the tenants were obliged to work for 8*d.* a day?—Every day since Mr. Ormsby got the land.

17465. Are they obliged now to work for 8*d.*?—No, sir. There is no work at all now. Where he lived is now a farm.

17466. How long is it since he died?—It is ten or thirteen years ago.

17467. Is there any rule now upon the estate about working at any particular rate for the landlord or agent?—I don't know.

17468. Mr. SHAW.—There is no work at all?—No, there is no work at all, except an odd day Mr. O'Donnell has hay to work at.

17469. The O'CONOR DON.—What is your rent?—My rent is £10 10*s.*, and my valuation is £5 13*s.*

17470. How long is it since the rent was altered?—I was paying £9 up to six years ago, he raised it 30*s.* then.

17471. Is the land near Castlebar?—It is near Manulla, five miles from this.

17472. Were all the others raised at the same time?—Only four others who had leases which dropped. He came to take full possession, and we were glad to take it at from 30*s.* to £1 of a rise when we had nothing else.

17473. Mr. SHAW.—When were the other tenants' rents altered?—Mr. Ormsby settled the rents on them, and very heavy rents too.

17474. When?—When he got it.

17475. Is it good land?—All the good he has to himself now.

Mr. Patrick Gorman and others.

Mr. JAMES KENNEDY examined.

Mr. James Kennedy.

17476. Mr. SHAW.—What is your cause of complaint?—I asked leave one day to reap my little harvest, and he said, no, I will not give you an hour; and I said, what will I do, when my rent is called for I will have no rent to pay you. He said, I don't care what you do. I said, thank God you can't keep me at night, it is moonlight; and he said, upon my honour if you do you will never work a day within my gates. I went away, and I worked at home until the time I came next morning. He heard about it and sent for me to the office. I said I went to work last night. He said, didn't I tell you not. You may go home now; and I said, that is what I like. Then he called me back and sent me back to work that day without a ha'p-worth. He fined me 5*s.* one night after being annoyed.

17477. You were working with him at the time and got 8*d.* a day?—Yes.

17478. How did he expect you would reap the oats?—At night.

17479. But he would not allow you?—I reaped it against his will. When I went into the land I was up to the arms in water. I have same land still, but I don't know I could put down a potato to-day.

17480. Did you get Champions?—Yes, and I have them all eaten. I was afraid of the agent, and I could not go for relief. I got three bags of Champions from the union. I pay £6 rent, and my valuation is 50*s.* It is wretched bad land, and if you seen it you would say it would be hard for a poor man to live on it.

Mr. MARTIN FLYNN examined.

Mr. Martin Flynn.

17481. CHAIRMAN.—How many acres do you hold?—I speak for my brother Pat. It is six in the measurement, but it has only five in it.

17482. What does he pay?—£9 a year.

17483. What does he complain of?—He complains of rack rent on the land.

17484. That £9 is too high?—Yes.

17485. How long is he paying it?—Twenty-four years about.

17486. Why is it rack-rented now?—It is rack-rented all the time.

17487. Why did he go on with it?—Very badly.

17488. Who is the landlord?—Mrs. FitzGerald Kenny is the landlady at present.

17489. Was he in the habit of going to England to work?—Yes, and all his brothers used to go to England to earn the rent.

17490. Is that the case with other tenants on the property?—It is the very same.

17491. How many are there?—There are fifteen tenants, and we came here to represent the whole tenantry.

17492. There has been no rise for twenty-four years?—There was a rise on Carramore, but not on us.

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Mr. Henry
Horan.

Mr. HENRY HORAN examined.

17493. CHAIRMAN.—You hold under the same land-lady?—Yes.

17494. There has been a rise of rent of late?—Yes. I held it at £18.

17495. When?—About twenty-seven years ago. The first rise I got was from £18 to £30.

17496. When was that?—That was about twenty-six years ago.

17497. Was that on the dropping of a lease?—No, sir; we have no lease. Then we got a rise from £30 to £48, and put in cottier tenants, working men, on other parts of my land, and it remained £48 to this day.

17498. How long is that ago?—About twenty-four years ago.

17499. Was it Major Lynch did that?—Yes. I paid £18 to Major Lynch's father and himself. From that to this we are just like Indians, just striving and

starving to death, striving to keep them away from our door every other minute.

17500. Was the £48 paid by several together?—Yes. These cottiers came in about twenty-four years ago. There were five or six paying the rent.

17501. You all paid it together?—No; every one paid his own part.

17502. The O'CONOR DON.—Is the land near Clogher?—It is convenient enough to Clogher.

17503. Were the cottiers working for Major Lynch?—Yes; when he had work, and other parties when he had no work. He went away, and Mr. Kenny got married to his daughter, and he came in then as landlord. They got no work since. It was very poor employment they did give when it was to be had; 6d. to 8d. a day.

17504. You can speak for all these who made up this amount of £48?—Yes.

Mr. Anthony
Malley.

Mr. ANTHONY MALLEY examined.

17505. CHAIRMAN.—You hold land in the town-land of Carrajames?—Yes.

17506. How many acres do you hold?—I can't tell.

17507. How many tenants are there on the town-land?—About 120.

17508. How much rent do they pay?—We are paying about £130.

17509. Who is your landlord?—Mr. Miller and Mr. Ormsby.

17510. You have given a list of the tenants, with their rents and valuation. Can you say whether in the case of Arthur Swanick the rent was lately changed?—No, sir.

17511. How long is it since there was a change in the rent?—About fourteen years.

17512. Was that on the dropping of a lease?—Yes, sir.

17513. The O'CONOR DON.—The other tenants you mention are Michael Rielly, valuation, £12 15s.; rent, £18; Anthony Joyce, valuation, £8, rent £11 10s.; Anne Clarke, valuation, £6; rent, £8 10; Pat Slauton, valuation, £6 5s.; rent, £9; James Roper, valuation, £5; rent, £7 5s.; Michael Roper, valuation, £5 10s.; rent, £8; Pat. Brennan, valuation, £5 5s.; rent, £8 10s.; John Burke, valuation, £6 15s.; rent, £9 10s.; Martin Doherty, valuation, £4 10s.; rent, £6 5s.; James Tunarty, valuation, £4 18s.; rent, £7; James Roche, valuation, £4 18s.; rent, £7; Pat. Cunningham, valuation, £9; rent, £13; Anthony Malley, valuation, £6; rent, £8 10s.; Edward Roche, valuation, £5 10s.; rent, £10. That is a true statement as to the rents and valuations?—Yes.

17514. Were they all raised about the same time?—Yes.

17515. There was a general valuation at that time?—Yes.

17516. What was the rent before that time?—It was held in former times for £40.

17517. But immediately before the last rise?—I am not sure.

17518. Was the increase very large?—No; it was not large since Mr. Ormsby got it.

17519. Where is the land?—It is near Castlebar; about five miles away.

17520. CHAIRMAN.—There is a good road to it?—Yes, sir.

17521. The O'CONOR DON.—Who is the agent?—Mr. O'Donnell of Castlebar.

17522. CHAIRMAN.—Your complaint is that the rent is higher than the valuation?—Yes.

17523. And is that the reason you think it too high?—It is too high. We consider the valuation high.

17524. Were they good times fourteen years ago?—They were, and they are very bad at present.

17525. The O'CONOR DON.—Did you pay the rent last year?—Yes.

17526. Did you get any reduction?—We got 2s. in the pound reduction.

17527. CHAIRMAN.—Would you like to see a new valuation and take chance whether it would be higher or lower?—We would. If there is a new valuation it won't be higher.

17527A. Edward Roche.—The land I held was let at one time for £6. Then there were two acres taken off it and it was raised to £10.

Messrs.
John Egan
and Mark
Walsh.

Messrs. JOHN EGAN and MARK WALSH, examined.

17528. The O'CONOR DON.—You are tenants of Major-General Cox?—Yes.

17528A. Where is your land?—Four miles from Castlebar, at Knockbaun.

17529. Who is the agent?—Mr. Daly of Rochefield.

17530. What is your complaint?—When one of us (Mark Walsh), first came there the rent was only 15s. an acre.

17531. How long ago is that?—It is thirty years ago, and it was raised about twenty-two years ago from £1 to 25s.

17532. When was it last raised?—Eighteen or twenty years ago.

17533. There has been no change for eighteen or twenty years?—No.

17534. What is the valuation?—The valuation is £8.

17535. And the rent?—£11 2s. 9d

17536. Have you paid that rent for eighteen years?—Yes.

17537. You paid it last year?—We were forced to pay it last June.

17538. Did you get an abatement?—I (Mark Walsh), got an abatement at first, but it was taken off me again, and the reduction was put down as arrears; because I only paid one-half-year's rent. He allowed me 6s. in the pound, and then the other half-year's rent remained, and I was processed here in June, and 33s. of the reduction was put down as arrears.

17539. Because you did not pay the second half-year's rent?—No, I did not pay the second because I was not able to pay.

17540. Was the 6s. allowed to all the tenants who paid in full?—Yes, except in my case.

17541. What is the other man paying?—John Egan pays £26 for a valuation of £14 10s.

17542. Are you allowed to sell your interest in your land if you were leaving it?—I believe it was allowed.

17543. Have there been any tenants who have sold?—No; there was no one sold except one for the last fifteen years.

17544. Do you know how much he got for it?—No. I do not. It was worth very little to any man. It is very bad land.

Mr. JAMES GANNON examined.

17549. CHAIRMAN.—You are a tenant of Colonel Cuffe?—Yes, but I speak for my father.

17550. Do you think the rent is too high?—Yes.

17551. How long has the rent been the same?—For twenty-four years.

17552. Is it the last two or three years that brings you to feel the pinch of the rent?—It must be for the people are not able to pay the rents they were able to pay in times gone by.

17553. Does it also partly arise from their not being able to get the wages in England as labourers?—In some cases.

17554. And in general from the bad seasons?—Yes, and the land is of inferior quality.

17555. Is it inferior to what it was two years ago?—It can't be much worse than it was then.

17556. Did they use artificial manure two or three years ago?—They did every year for the last fourteen or fifteen years for turnips and a little for potatoes.

17557. You think the land is deteriorated in consequence?—They can't raise any crops of potatoes at all on the land now.

17558. How have they been where there is a change of seed?—Some did very well, but the greater part was bad. It was not the right sort.

17559. Was it intended to be Champions?—Yes, but, they were not all Champions, they were mixed and they were entirely rotten.

17560. Do you think they failed through being the wrong sort?—They went back after budding through the earth.

Mr. FRANCIS O'DONNELL examined.

17577. CHAIRMAN.—You live in Castlebar?—I do.

17578. You are a land agent?—Yes.

17579. And a farmer yourself?—Yes, rather largely. I pay about £800 a year rent.

17580. Who is your landlord?—I have several, Lord Lucan, Sir Roger Palmer, Mr. Ormsby, and Mr. Miller.

17581. For whom are you acting as agent principally?—Sir Roger Palmer; his is the largest estate over which I act as agent, in Mayo and Sligo.

17582. We have had some of your tenants in today?—I heard there was some of them here.

17583. The O'CONOR DON.—We had evidence yesterday about Sir Roger Palmer's estate, and it was stated that some years ago the land was striped?—That is a thing that goes on yearly.

17584. But when it was striped all the tenants had to pay for the building of houses upon land not their own, and although they did not benefit themselves by the building?—That used to be about twenty years ago. When I first became acquainted with the estate, thirty-six years ago, a great proportion of it was held under leases in common. As the leases fell in, the rule was to have the land surveyed and what is called, revalued and striped. Up to that time, and for some time before that, the rule was that the occupying tenants were to give so much to the man who was sent to a lot without a house. That has ceased for a good many years, and the rule now adopted is, that the land-

17545. Has Major-General Cox been the landlord all through?—No he has not.

17546. How long has he been landlord?—For seventeen or eighteen years.

17547. Was the rent raised since he became landlord?—Only on me (Edward Walsh), I paid £4 of a rise since he came in.

17548. Did he purchase the land?—No; he inherited it.

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Walsh.

Mr. James
Gannon.

17561. Are there any holdings in good order and that grow their crops as well as they did?—No.

17562. Not even this year?—No.

17563. How many acres does your father hold?—About ten acres.

17564. What does he pay for it?—£13 10s.

17565. Is that about the general rate that the others pay?—Something in the same proportion.

17566. Is part of it cut away bog?—Yes.

17567. Has your father done any improvements on the turf bog?—Yes, he improved it as well as he could.

17568. What did he do?—He fenced and drained it.

17569. Open-drained it?—Yes.

17570. Did he make any stone drains?—Yes, some.

17571. How is that land?—It is only middling.

17572. Is it quite dry?—Not exactly quite dry. We paid a rise for the drainage of the river there, and it is no use to us. There were two or three drains that would be of use, but they were not cut far enough up.

17573. They were not brought up to your holding?—No.

17574. And you pay rates for that the same?—Yes, our garden is quite swampy. There are other men here, under the same landlord, who have the same case. There are two or three townlands higher than the rest.

17575. How many tenants are there on these two or three townlands?—About thirty or forty.

17576. And they are in the same way as your father is?—Yes, and some cases are worse.

lord takes the place of the persons remaining, and the occupying tenant in the old house pays nothing. I have been the principal agent for some years and under-agent for many years previously.

17585. CHAIRMAN.—Under the old rule they paid £2 and the landlord £1?—Yes. We generally found them huddled together if they could remain in their own houses, and they would say, why should we be sent away, and it was agreed that they and the landlord should join in assisting the others that were sent away to new lots.

17586. The O'CONOR DON.—Denis Duffy complained that, in 1869, the land was striped, but his holding was not altered, nor was there any house nor any tenant living upon his land, and he was changed to another place, and although that was the case he had to pay £2 towards building on this other man's holding, and that the striping in no way benefited him?—I don't believe that in 1869, or so recently, such a thing happened. I believe it was only during the agency of Mr. Ormsby, who died in 1867, that ever the thing happened.

17587. He also said he lost half an acre of land, and that the rent was raised from £6 18s. to £7?—That I cannot be positive about, for when a townland is laid down one person may lose and another may gain, and I could not say whether he lost a bit or not, that is a matter for the surveyor when going over it.

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17588. You know William Flanagan, he stated he was ejected in 1872 for non-payment, and he was fined 26s. for not having the money in time, although he offered to pay a year and a half within a short time after the time fixed?—That is absurd, for the fines must go through my hands.

17589. Is that the case?—No.

17590. I think it was stated by the same man that it was you who fined?—No. It would not be in my power to fine him, but if he paid the money by fine or otherwise, it would go through my hands. I never knew Flanagan to be anything but a poor man, and he never had anything but the greatest indulgence, and I never knew him to be anything like square.

17591. Who was agent at the time?—Mr. Norman. I would make any wager that ever was made on the subject. I tell you how it might happen. The man has been more than once served with ejection, possession has often been taken of his house at different times he was so poor, and possibly this was the cost of the decree, or something like that, but to say that he was charged a penny, much less a pound, as a fine, is absurd.

17592. Is it true fines were levied on Sir Roger Palmer's estate, for not complying with what were called the rules of the estate?—They were always told they would be charged 5s. a-piece if they did not whitewash their houses, inside and outside, once a year, and possibly out of 1,650 tenants five or six might have been so charged, but I don't believe for the last ten years one was charged.

17593. Were there fines for cutting turf?—No; I don't remember any man being fined for cutting turf; but we put restrictions where turf is scarce in townlands. They cut it away regardless how long the supply would last, and we said we will have to assign you so much, and if you cut more we will have to charge you for it. In a townland very close the consequence is that you have not a sod of turf at all, and for a good many miles away; but it was not from any interest, except to keep the turf for the tenants that we interfered.

17594. CHAIRMAN.—You suppose he cut more than he ought, and he was charged for it?—Yes.

17595. The O'CONOR DON.—Was it true that you compelled them to save hay for you at the rate of 5s. an acre?—Perfectly untrue. I know very well the party you refer to. I heard one of them make an observation to-day, and if you knew them half as well as I do. There is Clark and Duffy, who spend their time at fairs and markets, agitation and league meetings, and nothing else.

17596. You deny that altogether about the hay?—Most positively. Anything I ever did was in the open market, and I did not care who took the hay. I have got hay in eight or nine places, fifteen miles apart, and some I got by contract and some by day work; and I say most positively reduction, or pressure, or anything of that nature, I never put upon human being to get a benefit for myself, either by saving hay or for any other purpose.

17597. You are agent also to Ormsby and Miller's estate?—Yes.

17598. Is it true that in 1863 William Forster was evicted off that estate because he would not work for 8d. a day, although he had his rent paid?—Oh, no.

17599. Was he evicted first of all?—Yes.

17600. And it would be untrue to say he had his rent paid?—Most positively. I don't think the man ever worked for any rate of wages; he was rather a respectable man.

17601. You are quite positive he was evicted for non-payment?—Yes, one year's rent was due.

17602. Would the same remark apply to Pat Walsh? It was stated he was evicted because he went to races instead of going to work with you?—These are all things that have no more existence than I don't know what. He held a field on that estate, and lived on another estate beyond the road, within

forty yards of it, and what was the reason I don't remember exactly, but I don't remember either, as far as my memory goes back, that he ever worked a day for me.

17603. You deny that he was evicted because he went to races?—Most positively.

17604. It was said Eleanor Carroll was evicted because she married her daughter without the consent of the landlord?—That may be the case, because the then owner, Mr. Ormsby, was very particular about parties subdividing their holding, and she had a family who had subdivided.

17605. But it was a case of subdivision?—Yes, positively.

17606. Mr. SHAW.—They were taking the man into the house it was stated?—That is often the case when you have another person in the house at the same time.

17607. The O'CONOR DON.—Was there any other person in the house?—Yes.

17608. There was no grown up man?—There was, and there was a girl. The rule we always follow—I never knew it to be departed from—we are very strict about subdivision—we always allow one person to get married and to come into the house.

17609. Pat Gorman it was stated was evicted also?—I remember the man as well as I know anyone, but I don't remember his case.

17610. It was stated he was evicted because he had too many children?—Nonsense. I don't believe he ever had a foot of land from us, he was a servant in the house, he never paid rent. Pat Gorman is a tenant there now and was here to day.

17611. Was there ever a Pat Gorman who was evicted?—He was a kitchen boy and ran away with a girl in the neighbourhood; got a small holding and surrendered, owing three gales of rent.

17612. CHAIRMAN.—He was turned in sometime afterwards?—Yes, Mr. Ormsby died a few years afterwards.

17613. The O'CONOR DON.—James Kennedy and John David, were they evicted?—Yes.

17614. Have you their land now?—No.

17615. Was he evicted although his rent was paid?—I don't know why he should be evicted.

17616. Do you remember the cases of James Kennedy or John David?—John Dowd is twenty years out of it. I know the man well enough, he went to America and came back again. I think it was when he was going to America he left.

17617. Have you got his land?—No, I have not.

17618. The only one whose land you have is the land of Burke?—I have Walshe's also, and a little field of Carroll's also. I got them a considerable time after they were wasted, Mr. Ormsby had them in his own hands perhaps twelve months afterwards, and Foster's for the same reason. Mr. Ormsby improved the place and drained it and fenced it, and I took it afterwards.

17619. In all these cases were the tenants evicted for non-payment of rent?—That is my belief at this moment.

17620. CHAIRMAN.—These are all close to the town?—About six miles away. I was then living there, so these people were my neighbours.

17621. The O'CONOR DON.—Is it true that the tenants were obliged to work for the agent at eightpence a day?—At that time they were all labourers, and when he died they got no work and they thought they were ruined. I think the rate was eightpence, but the times were very different. They continued to work for the landlord, but that was the common rate of wages in the country then. I remember when I gave tenpence and afterwards a shilling.

17622. How long ago was that?—I left it in 1867, and the wages I refer to were about ten years before that.

17623. These tenants complain of their rents being very high; for instance Pat Gorman's rent is ten

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guineas, and his valuation £5 15s.—I cannot question that, for I did not know I would be examined about it. I did not know you would be asking about any but Sir Roger's estate.

17624. They all say there has been no rise for a great many years, but the rent is too high?—There has been no rise. It may be higher than usual, because they were labouring men, and earning double their rent by wages. They were a sort of cottiers in former times, and they continued to work both before he purchased and afterwards.

17625. CHAIRMAN.—They said when the employment ceased the rent was the same, and that they have no means of paying it?—Of course it did. When he died all the work ceased, and they thought that was their injury.

17626. The O'CONOR DON.—You think the rents are, perhaps, rather high?—I think, for the reasons I mention, they were. These were small cottier people who put in their rent by labour, and being deprived of it they feel it.

17627. Is the land bad land?—It is light limestone under, running into bog. The limestone part is very good. They have very little waste.

17628. Have the tenants made many improvements?—I cannot say they have.

17629. Mr. SHAW.—Anything that has been done has been done by the tenants?—Certainly.

17630. The O'CONOR DON.—The landlords have not done much?—No; the estates of Sir Roger Palmer comprise 86,578 acres in Mayo, and 21,191 in Sligo. The Mayo estate is let at 18½ per cent. over the Poor Law valuation. That is the unleased portion. The leased lands amount to about 14,793 acres. The number of tenants on the Mayo estates is 1,637, of whom 1,260 pay rents of £10, or under, and 366 pay over £10 rent. The agricultural lands unleased are let on an average of twelve per cent. over the Poor Law valuation. Grass and mountain land about thirty per cent. over it. The number of evictions for ten years ending in 1869 in Mayo and Sligo was 39, of which 31 were for non-payment, and eight on the title.

17631. Mr. SHAW.—They were real evictions?—Yes; of the eight only three lived on the holdings evicted, and the remaining five only held the lands for grazing, so that only three of the eight were put off the estate, four of the five never resided on the estate, and of the three who lived on the estate one was evicted for assigning the holding, and two for subdivision. That is for the ten years down to 1869. In the ten years from 1869 to 1879 two were ejected for non-payment—two very small holdings in Mayo and Sligo, and six on the title, but five of them were grazing farms. In two instances the interest was sold by the sheriff, and in three cases the farms were sublet. The sum of £7,078 has been paid for money borrowed under the Land Improvement Acts. About four-fifths of it was for the Mayo estates, and one-fifth for the Sligo estate. A sum of £3,297 has been paid under the Arterial Drainage Acts, and £4,302 has been expended in improvements by building, fencing, draining, and so-forth. Part of that, of course, was for assisting tenants to build their houses when a place is squared. That brings us back to the question of one paying the other. The landlord takes the place of the tenant, and for these small cottages he allows £5 a piece assistance. In 1854 there was a general valuation of the lands, and no change made in the rents since. Subletting is not allowed.

17632. CHAIRMAN.—I suppose the last two years have been hard upon these people who complained to-day about the rents being high?—Of course they have. They all admitted that. They said it was too high at other times.

17633. But the last two years made it impossible to pay it?—In Duffy's case the rent was lowered, and in his townland it is barely twenty per cent. over the Poor Law valuation, although let recently,

and I will give you what his ideas were some time ago. I hold in my hand what I wrote out as the result of a large number of people coming to me this time last year—about 200 people. As many as could come into the office, and I said if they would take the matter easily I would take down the name of every person there, and what his request was. Anthony Clarke, I asked what he wanted, for he and Duffy lead everything, and his reply was, that they came to demand 25 per cent. for men over £20, and a half year's rent reduction for those under £20 a year.

17634. This is on the Palmer estate?—Yes.

17635. Was it a reduction for the bad times?—Yes. Thomas Hynes, a respectable man and a publican, said he came for the same. Another said for the same. Another said he wants the land at the Poor Law valuation, and to be forgiven half a year's rent. Pat M'Hugh wants to be forgiven half a year's rent, and 5s. for the future. Pat Duffy wants half a year's rent, and twenty-five per cent. reduction for the future. Then follow about ten "dittos." There are three more who want half a year's rent to be forgiven, and so on.

17636. Mr. SHAW.—Did you make any reduction in consequence of the bad times?—No, but gave the tenants seed potatoes free, and several thousand pounds worth of meal, at cost price, of which a shilling has not yet been paid.

17637. But you think, taking the average of years and looking at the size of the holdings, that, on the whole, the rents are not too high?—I believe not.

17638. CHAIRMAN.—You think it is worth the money to the class of tenantry who have it?—If I could make out a list of those under £4, and even down to £1, it would be hard to think they could be well off.

17639. What do they pay an acre?—About 10s. or 12s. an acre, according to the quality of the land. In twenty years there were only two evicted, except for nonpayment of rent, and, until recent times, there could not be better disposed people in the world.

17640. They have got it into their heads—there is the Government valuation, and they say that is the full value?—It is not to be wondered at, for I find a notice on the ditch purporting to be signed by the tenants and cautioning them at all risks not to pay a single penny beyond the Government valuation. This was found on one estate, and it referred to another estate. On that other estate they were sure to do the same, and those who have come in since have done so by stealth.

17641. The O'CONOR DON.—You think there is terrorism used to prevent them paying the rent?—No doubt about it, and they apply it to the two men you have mentioned there. The people say if these people would stay at home they would be as able as we are to pay, but because they won't they bring us into the same boat.

17642. CHAIRMAN.—Don't you think the argument they use is, that the Government valuation must be right, because if it had been too low as a criterion of rent, the landlords are persons who would have managed to get it raised?—I don't think that ever entered into their heads.

17643. Mr. SHAW.—They don't go so deep as that?—No. When there was some talk of getting a new valuation for Ireland, and it was reasoned fairly by many persons what will that do. They say it will merely raise the taxes, and if the valuation is raised the landlord will say the land is let too low. Comparing the rents and the valuation they never thought of it until it appeared in print some time ago.

17644. It is the only standard they have?—It was never heard of before.

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Mr. Francis
O'Donnell.

17645. It is natural enough when the question was raised to say, here is the Government valuation?—Yes, but the time at which that commenced is very recent.

17646. Don't you think the pressure of three or four bad years left them cleared out very much?—No question about it. Of course their circumstances were changed.

17647. And you cannot blame them for being unreasonable in some direction?—No; but I know a great many of them tell me this is dinned into their heads, and what they did not think of yesterday they are thinking of to-day. The people are in the worst state.

17648. A reduction of rent is a thing most tenantry would like?—Yes; but my experience is that whoever gave most last year has most to contend with this year.

17649. Have the rents been raised generally on the Palmer estate for the last fifteen or twenty years?—No. The tenement valuation took place about 1852, and we did not get it until 1853. A great number of leases fell in in the bad times, and, of course, we endeavoured to let as much land as possible at any rate or whatever way we could, and when 1854 came the times were very much better. We revised the rents then, and there was no revision before or since. Of course the leases that fell in since then may have and will be raised higher than the others.

17650. And no changes of tenancy?—There are very few indeed.

17651. You have not gone to farms and valued them and raised the rents?—Certainly not.

17652. The O'CONOR DON.—Are you agent to Mrs. FitzGerald Kenny?—No.

17653. Mr. SHAW.—Is there much waste land?—I think if a man got a gift of it it would be very unprofitable.

17654. Do you think the tenants would work at it if they got it for themselves?—No, for the district I speak of they have a lot of it attached to their farms.

17655. And they have not done much that way?—No. The only place they work is where they are on limited land and the holdings are squared and a quarter of an acre of waste comes in—that is sure to be reclaimed. And there is a gradual reclamation by tenants in that way. It is principally cut-away bog. If you have a deep bog you cannot reclaim it. If the turf has been cut away and you are near a gravel or subsoil and can turn it up, that is where reclamation takes place.

Mr. James
Daly.

Mr. JAMES DALY examined.

17669. CHAIRMAN.—You live in Castlebar?—Yes.

17670. Do you hold lands?—I pay rent to four landlords. I am a newspaper proprietor by accident; farming is my *forte*.

17671. Is there anything with respect to any of these properties which you wish to call attention to?—I could, I think, give important evidence as regards the rents and valuations on fifty estates in this county, owing to my connexion with the newspaper and attending these land meetings we had in the West, and travelling through the county with the Special Commissioner of the *Freeman's Journal* down here for the last year. I can speak from practical knowledge, and I can bring up fifty witnesses to substantiate anything I say. I can give the rents, the names of the landlords, and the valuations:—

Landlord—Ormsby Blake, Esq. Coolcen and Ballyglass townlands.

Tenants Names.	Valuation.	Old Rent.	Rack Rent.
	£ s. d.	£ s. d.	£ s. d.
James Hessey, .	12 0 0	14 0 0	26 13 6
D. Slattery, .	17 0 0	—	32 10 0
Widow M'Hugh,	12 0 0	—	18 0 0
J Donohue,	10 0 0	—	17 5 0
Michael Heanen,	12 10 0	—	23 0 0
Pat Prendergast,	22 0 0	—	45 0 0

17656. The O'CONOR DON.—There are some other statements of a similar character about fines and things of that sort—I don't care about any of them, for no one who knows me would believe it. I am on the very best terms with every one of them.

17657. CHAIRMAN.—Do many of these tenants go to England?—They do.

17658. That has failed for the last few years?—This year has been a very good year.

17659. Last year was not good?—Nor was the early part of this year, but the latter end of it was very good in England.

17660. The O'CONOR DON.—Have you any suggestion to make as to alterations of the law?—I leave that to wiser people. Clarke said he would tell you I made them make roads. They had some dispute about the way going up to a bog, and I suggested they should put down a road for themselves. We made another road for their sole accommodation at an expense of £50 1s. 1d. in the same townland.

17661. CHAIRMAN.—One of them said there was a road quite sufficient for themselves, and then the adjoining tenants got the right to cut turf, and kept the road so that it is impassible?—There were only five persons who could use the road, and they would not use it more than three days in the year.

17662. The moneys you borrowed from the Board of Works, were they used for drainage?—Yes.

17663. And building houses?—No; entirely draining and making farm roads.

17664. Did you drain the farms for the farmers?—Yes.

17665. Not land in your own hands?—No; at that time nor since were there more than about £4 charged on the estate on old leases. We exercised that to the extent of 12s. 1d. in one case, and in three cases, altogether. Over the rent of the estate there was never any increased valuation put on in respect of improvements.

17666. You made them make the repayments to the Board of Works?—No.

17667. It was paid by Sir Roger himself?—Yes; and it has cost many an anxious day going backward and forward asking the tenants to clean the drains once in five years. I believe there has not been £20 worth of labour expended in cleaning these drains from that day to this.

17668. I suppose one man says there is no use doing it, for it will not drain out past his neighbour?—It is not one that gives that answer, but every one of them.

All these rents were increased, *I think*, in 1868, when this man came into possession of the estate. Over forty other tenants' rents are in like proportion; they have to pay a heavy rent also for bogs, turf, &c. These people are, in consequence of oppressive rackrenting, unable to pay. This was the cause of the first land meeting in that locality. Ormsby Blake lives in France. I have not his address.

Colonel Seymour's estate, near Milltown. Townlands. Islam and Milltown.

Tenants Names.	Valuation.	Rack Rent.
	£ s. d.	£ s. d.
Michael Byrne, .	5 10 0	14 15 0
Thomas Luner, .	3 0 0	6 10 0
John Mullany, .	3 0 0	6 10 0
David Flannery, .	3 5 0	11 10 0
Martin O'Donel, .	9 0 0	16 10 0
Michael Flatly, .	20 0 0	38 0 0
Catherine O'Donel, .	10 0 0	24 5 0

It was the inability of these and many other tenants to pay this rackrent that caused the Milltown meeting. Colonel Seymour lives near Ballinasloe.

17672. You went to these farms?—I got these figures at a meeting. The Secretary at the meeting read them out before the meeting, and I published them, and they

were never contradicted since. I believe them to be facts.

17673. Do you know any special circumstances that caused the rise?—No, the advances were within the last ten or fifteen years.

Mr. *Lambert's* estate, near Milltown, townland of Carrowmorlure.

Tenants' Names.	Valuation.	Rack Rent.
	£ s. d.	£ s. d.
Catherine Brogan, .	3 0 0	9 0 0
Mrs. Brogan, .	3 10 0	16 10 0
Michael Coyne, .	1 0 0	6 0 0

Other tenants like case, like rule.

Mr. Lambert lives at Brookhill, Claremorris.

There was nothing to cause the rise but the tenants' industry; I don't go into details, I am only giving you the statistics.

Miss *Martin*, of Tuam, landlady.

Tenants' Names.	Valuation.	Rack Rent.
	£ s. d.	£ s. d.
Robert Feerick, .	7 0 0	16 10 0
Pat Donnelly, .	7 0 0	16 10 0
James Connor, .	27 0 0	72 0 0

Mr. *Lynskey*, Stripe.

Tenants' Names.	Valuation.	Rack Rent.
	£ s. d.	£ s. d.
John Flynn, .	8 0 0	16 5 0
Michael Sheridan, .	7 5 0	12 16 0
Thomas Reilly, .	6 10 0	16 4 0

Mr. *Martin M'Donnell*, Dunmore, landlord, townland of Truacly, near Miltown.

Tenants' Names.	Old Rent.	Valuation.	Rack Rent.
	£ s. d.	£ s. d.	£ s. d.
Pat Connor, .	5 5 0	12 0 0	25 0 0
Michl. Connor, .	5 5 0	12 0 0	28 0 0
Pat Corly, .	4 5 0	8 10 0	20 0 0
Barney O'Neill, .	4 5 0	6 10 0	19 10 0
Th. O'Shaughnessy, .	4 0 0	5 10 0	18 10 0
Denis Grehan, .	3 0 0	4 0 0	12 0 0
Pat Grehan, .	3 0 0	4 0 0	12 0 0
Michl. M'Dermott, .	5 5 0	8 0 0	24 0 0

These were comfortable tenants when the estate was sold to Mr. M'Donnell, eighteen years ago. They are now all insolvents, would be in the workhouse last year, save for the seed and meal they got from the Relief Committees.

Sir Roger Palmer's estate. . He is one of the most extensive landlords, he has refused to give a farthing abatement. I am tenant to him myself. I pay him one-fourth over the Government valuation on my farm.

On old lettings the rents were fixed so that a tenant might be able to pay, but any new lettings since 1866 or 1870 are overrated. In the townland of Shraghacungan the Government valuation is £61, the rent was raised in 1875 to £101. The result is that the tenants having three cows in 1875, have not one in 1880, owing to oppressive rents. This land is not worth a farthing over the valuation. He had the generosity to remit £1 to a poor person, which was the only remission on an estate of £40,000. There was an old lease that was made about the year of Bonaparte's wars, or a little after, at a very high rent, that lease expired in 1874, and the lands were striped, and the rents raised from £45 or £46 to £101.

17674. Mr. SHAW.—They were paying £45 to the middleman?—Yes. It was increased to £101, and the valuation is £61.

17675. The O'CONOR DON.—Were the tenants paying a middleman?—Yes. The middleman had it for a few shillings. He was a member of the Palmer family. Those who had three or four head of cattle in 1874 are now actually paupers, living on the charity of the world, and on out-door relief. I am a guardian for that townland, and they all came in a body, and I thought it a most humiliating thing to see so many men, who were a few years ago wealthy, coming in to look for relief. The townland of Doonaroia was

striped in 1875 by Mr. Joynt, of Ballina, and the rents were increased to double the Government valuation.

17676. On the falling in of a lease?—Yes. I know the lands very well, and I will swear before my God, they are not worth the Government valuation, which is half what they are paying at present, and the result is nearly the whole of them are paupers. I give the rent of two holdings as an average.

William M'Hugh, valuation, £5, rent, £8 10s.; Michael M'Namara, valuation, £2 10s., rent, £5 10s. Estate of Miss Mary Lynch and Mrs. Fitzgerald Kenny, at Clogher Lynch and Catford. The valuation of Catford, was £28, and now it is let at £54.

17677. Mr. SHAW.—Was it raised recently?—It was purchased about 1864. It was raised from £28 to £54. It is let to five or six tenants. I have their names here, and they are paying from £5 to £9 rent. They are charged at the rate of £4 an acre for bog. I went with the special commissioner of the *Freeman*. I took potatoes from the ground, and tried them, and I saw the starvation of the people, when the papers said there was no distress.

17678. Do they pay for turf in addition to the rent?—Yes, £4 an acre.

In that Clogher Lynch and Catford estate, of Miss *Mary Lynch* and Mrs. *Fitzgerald Kenny*, the tenants are:—

Tenants.	Valuation.	Rent.
	£ s. d.	£ s. d.
Pat Mooney, .	5 0 0	9 0 0
John Stevens, .	5 0 0	9 0 0
J. Staunton, .	5 0 0	9 0 0
Widow Brown, .	5 10 0	9 0 0
M. Flanagan, .	5 0 0	9 0 0

All these are charged £4 per acre for bog. I took the rents and valuation from rent. And poor rate receipts, while attending the Clogher Lynch land meeting in 1879. These are the poorest of the poor, owing to being compelled to pay a rack-rent, for dry rock and scrub land. An indignation meeting was held here, to condemn evictions and rack-renting on this and other properties in the neighbourhood.

Sir Robert L. Blosse's estate. On November 8th, 1879, the tenants of Clooncroneen and Old Derrew, were served with ejectments for one years rent. This year of our Lord, in October, Ned Larkin, of Old Derrew, was proceeded against by three civil processes, for a half year's rent due to May last, three decrees were obtained for the amount, not exceeding £112, which one civil bill and one decree could be sufficient to recover the debt. Larkin, craved time for payment, and was refused. I am led to believe, all the tenants would be served similarly, were it not that the process officer was obstructed in discharge of his duty, rents in these townlands are from 30 to 50 per cent. over the valuation.

Three tenants named Deasy, were evicted off this estate, for selling a cart of turf, against new rules introduced on the estate, these Deasys, died paupers after their children scattering to foreign lands. In January, 1879, two tenants, in Partry, on this estate, were fined one 10s., the other £1, because the dog of one killed a starved hare, that took refuge in a creel of hay, left for sheep during the inclement snow of the spring of 1879. This fine was to be added to their present rents continuously by increasing the rents annually by that amount.

In 1876, the rents of Dempsey and Durkan, of Drumadoon, were increased 25 per cent. for the alleged offence of their children or children of their neighbours, of which these tenants refused to inform of, started game in the presence of the sons and friends of Sir Robert L. Blosse, who were sporting over the lands at the time. The raising of the rents in this arbitrary manner has had the effect of reducing these poor people to become actual paupers who lived all of last year, I may say, exclusively, on our relief committees. To change these barbarous customs on some of our western estates, are matters sorely needed, before peace and harmony can be restored.

Oct. 20, 1880.

Mr. James Daly.

Oct. 20, 1880.
Mr. James
Daly.

Estate of Mrs. ACTON, Bridgemount, Ballyglass.
Lands let too high. Creevagh townland.

Tenant.	Valuation.	Rent.
	£ s. d.	£ s. d.
John M'Gough,	3 0 0	8 10 0

All others like case, like rule.

MARQUESS of SLIGO's Estate.—In and around Louisburgh tenants are paying from 50 to 150 per cent. over Government valuation, exclusive of having to pay for seaweed, &c. The bulk of these poor people are, in consequence of having been rack-rented, paupers, in fact some are starving in the summers of the most plentiful years. Bunrower old rent, £81; first rise to £84; second rise to £94; third rise to £100; present rent, £109. Valuation, £88 3s. In 1851 rent of Doon was £80, increased to £141. Valuation, £121. Leckann old rent, £58; raised to £71 10s. Valuation, £57 13s. Mr. Sidney Smith is the agent of the Marquess.

Maas North old rent, £44 11s. 8d.; present, £70. Valuation, £56 9s. Caramore in 1849 was £32; the present is £64 16s. Government valuation, £44 9s. 7d. Ardena in 1851 was let by Mr. Hilebrand at £28; in 1853 it was raised to £60; in 1869 it was raised to £98 with all taxes. Valuation, £64. Toullgie old rent £48; raised to £94, with all taxes, which means 5s. in the pound on the valuation.

All these lands are dear in these times at Government valuation. The same ratio as regards rents and valuations applies generally to all parts of the Marquess's estates held by tenants.

Colonel LOGAN's estate at Shreeheen in 1845 was let at £45; in 1850 Bernard M'Dowell raised it to £99. In 1851 the land was sold to Martin O'Flaherty, who raised the rents to £192, and sold to Colonel Logan, who granted a reduction of £12. Present rent, £179 17s. 5d. Valuation, £77. Tenants paupers, owing to rack-rents.

ANTHONY ORMSBY, Esq., Ballenamore—

Tenants.	Valuation.	Rent.
	£ s. d.	£ s. d.
Mary Duffy, . . .	8 0 0	13 0 0
John Duddy, . . .	9 0 0	15 0 0
Pat Cavanagh, . . .	3 0 0	6 0 0
Kate Brennan, . . .	2 10 0	5 0 0

Townland of Caradoyne—

Tenant.	Valuation.	Rent.
	£ s. d.	£ s. d.
Pat Ruane, . . .	4 15 0	11 10 0

Rules on this estate excessive and most objectionable. Pat Cavanagh, for staying at home to white-wash to receive clergy, states he was fined twelve days duty work. Thomas Cavanagh was compelled to build a house 42 by 14 feet clear in two years; he was compelled to change same into a wild bog after he had reclaimed seven acres; he was a third time changed in two years after. He was so obstinate as to refuse to change a fourth time, and he was expelled the estate without a penny compensation, and died in the work-house. John Ruane was compelled to throw down and change his house twelve yards through some whim of the landlords. After reclaiming for fourteen years he was driven into a mountain, where he soon died of illness, it is alleged, contracted by these changes.

In Ballintaff, the now celebrated farm known as the "Land League farm," was held by Thomas M'Hugh, who through some strange notion of the landlord had to build a house in a sandpit 42 by 17 feet, having at the time a house more suitable for the farm. It had the result that M'Hugh was ejected and only allowed £5 compensation. Father Corbett gave the poor man what took him to America, and the Land League tilled and took the crop. A claim for compensation was lodged and legal proceedings followed.

William Meade, Swinford, pawnbroker, bought a townland near Swinford about 1868. He increased the rent to a degree that tenants are now paupers—

Tenant.	Valuation.	Rack-rent.
	£ s. d.	£ s. d.
Mrs. F., . . .	3 6 0	7 10 0

All the townland in like proportion. Land dear at Government valuation.

RENTS in CLAREMORRIS UNION.

Landlords.	Townlands.	Valuation.	Old Rent.	Rack-rents.
		£ s. d.	£ s. d.	£ s. d.
Myles Jordan, ... (Mr. Jordan purchased this about 1866 and increased rent.)	Cloonamore, ...	108 0 0	103 16 0	206 15 0
William Warde, ...	Kilscaugh, ...	32 16 0	—	65 4 4
Captain Sheffield, ...	Caradoyne, ...	139 1 0	—	249 10 4
Murray M. Blacker, ...	Culbeg, ...	109 0 0	—	235 18 0
Mat Higgins, ...	Claremorris, Neeliebeg, ...	29 0 0	—	74 18 0
John French, ...	Cauran, Claremorris, Cauran, ...	63 3 0	—	119 15 0
James Begley, ...	Near Claremorris, Ballina, ...	31 15 0	—	72 10 0
William Bourke, esq., ...	Curraghlie, Claremorris, Cooneen, and Murneen.	250 14 0	—	360 1 0
Lord Oranmore, ...	Castlemagarrett, Killeen, ...	79 15 0	—	129 18 0
Do., ...	Do., Newtown North, ...	28 5 0	—	45 5 0
Robert M'Reedy, ...	Knockalobin, ...	15 5 0	—	28 0 0
Edward Rush, ...	Cullanes, Claremorris, ...	13 5 0	—	21 10 2
Edward Tighe, ...	Liscolman, do., ...	49 0 0	—	87 5 4
J. C. Tighe, ...	Bolenree, do., ...	60 10 0	—	101 7 5
Andrew O'Connor, ...	Meelie, ...	49 14 0	—	99 0 0
Robert R. Fair, ...	Bloomfield, Scardaun, ...	123 14 2	—	185 18 0

The bulk of these lands were purchased in the Landed Estates Courts. The rents were doubled in nearly every instance, while the lands are not worth over Government valuation, owing to failure of crops, foreign competition, &c. These lords of the soil would not abate their rents, hence cause of land meetings in the locality. Some of them have given in 1879 temporary abatements of 10, 20, or in few cases of 25

per cent., which was inadequate to the depression. These lands, as a rule, are not worth a farthing over Government valuation. Lord Oranmore is in the habit of selling most part of his lands by auction. He gets the tenant to clear out on the 30th April, and he will auction the grass lands. These are grass lands. They were tenants' lands sometime ago, and he got them out of their hands.

Walter M. Bourke, Curraghlee, Claremorris, Curraghlabo.

Tenants.	Valuation.			Rent.		
	£	s.	d.	£	s.	d.
P. Coneelys, . . .	14	15	0	26	10	0
Pat Carroll, . . .	0	15	0	5	0	0
John Regan, . . .	0	14	0	4	10	0
James Prendergast, . .	1	0	0	4	0	0
Owen Hunt, . . .	0	15	0	2	15	0

Mace Upper—Pat Freeman, old rent £7. When purchased by father of present lord of the soil raised to £12, again £15, again £17, again to £21, present rent; land bad; Freeman a pauper, and under ejectment. Pat Regan, old rent £7, raised to £12; crop sold in '79 for rent; is a pauper. On Murray M. Blacker's estate, near Claremorris, there resides a tenant named Martin Mulldowny; valuation £4 5s., old rent £4 10s.; increased by Blacker after he became owner to £7, again to £12 10s. Mulldowny holds about two and a-half acres indifferent arable, all the rest fit to feed one cow on—a tract of land better adapted for breeding snipe.

Ballycroy.—Estate of *Geo. Clive*, M.P., for Herefordshire.

Tenants.	Valuation.			Rent.		
	£	s.	d.	£	s.	d.
John O'Donel, . . .	1	5	0	5	5	0
Michael Calvey, . . .	1	10	0	5	10	0
Henry M'Mannion . .	28	12	0	52	10	0
J. F. Corrigan, . . .	46	1	0	75	0	0

All those valued under £4 are compelled to pay rates and taxes, which amount to from 5s. to 7s. in the pound on the valuation. All these lands are reclaimed patches of reclaimable lands; reclamation obstructed owing to rack-renting put on as reclaimed.

Erris Barony. Captain *Brabazon Twinford*, landlord. Townland of Athavalla, Bangor, Erris, is let as follows:—

Tenants.	Valuation.			Rent.		
	£	s.	d.	£	s.	d.
Jacob Ruddy, . . .	11	5	0	28	13	0
John Casey, . . .	1	17	0	4	4	0
Pat Murphy, . . .	4	7	0	9	17	0
John Carey, . . .	5	12	0	13	13	5

These are reclaimed from wild mountain lands, not worth over the valuation.

Charles M. Coyne, of Booterstown, Dublin. Lands of Ballintra and Minion, Erris.

Tenants.	Valuation.			Rent.		
	£	s.	d.	£	s.	d.
Charles Gallaher, . .	13	10	0	20	0	0
Dan Maally, . . .	18	0	0	27	0	0
John M'Andrew, . .	15	0	0	30	0	0
John Gallaher, . . .	5	15	0	15	0	0
Michael Gallaher, . .	1	19	0	6	0	0

Doolagh. *Arthur Bingham*, landlord.

Tenants.	Valuation.			Rent.		
	£	s.	d.	£	s.	d.
James Carey, . . .	2	17	0	6	0	0
(And has to give twenty-four days duty work.)						
Michael Padden, . .	0	15	0	2	10	0
(And twenty-four days duty work.)						
James Denar, . . .	0	10	0	2	10	0
(And duty work.)						

These tenants are greater slaves to landlordism than ever was a dusky slave to a South American planter. Lands dear to live on at Government valuation. This man gave two months imprisonment to the wife of one of the tenants, because she obstructed a process server. I gave her what paid her fare to Ballina, and got her her breakfast after she got out of gaol. This occurred to my own knowledge on this property.

Thomas Billington, townland of Muinahollowna, has let his land at £65 a year, valuation £26. Lands dear at the valuation. These small landlords are the curse of the country. I call them white slave drivers.

J. C. Walsh, esq., J.P., D.L., Castlehall, Crossmolina. Townlands of Tubbunavin and Aughaloretean.

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Mr. James Daly.

Tenants.	Valuation.			Rent.		
	£	s.	d.	£	s.	d.
Thomas Callaghan, . .	5	12	0	10	12	0
Richard Hagerty, . .	5	10	0	12	1	6
Widow Callaghan, . .	2	10	0	5	0	0

All these and others are ejected for the non-payment of this rent. Lands dear at valuation.

Bernard Coyne, esq. J.P. Lahardane.

Tenants.	Valuation.			Rent.		
	£	s.	d.	£	s.	d.
Michael Callaghan, . .	3	10	0	5	12	0
A. Price, . . .	7	10	0	10	10	0
F. Harte, . . .	4	11	0	6	12	0
Peter Cowley, . . .	5	15	0	9	0	0
Pat M'Gowan, . . .	4	0	0	7	0	0

Several others in like proportion. Lands dry and rocky, very poor, dear at the Ordnance valuation.

William Kelly, Lahardane, bought this land in May, '49, at £6 7s. built house, farmed, and reclaimed. In '54 the rent was increased to £9; in '58 to £10 15s.; in '75 to £13, promising a lease at paying a year's rent, £13, for farm, but got no lease. This man is now ejected and a pauper.

James Price and Pat Price—First rent, £17. There were no houses when they got the land. In November, 1852, they got a notice to quit in order to have the rent raised. It was raised to £20, and in 1856 it was raised to £25. In 1872 a further rise was put on and law proceedings costs saddled on the tenants—settled at a rise of £17, then £25 and £42 is the present rent; valuation, £21 10s. The tenants advanced £42 for a lease which was never given. The money advanced was not returned. They reclaimed a great portion of the land at their own expense. The land is unwholesome. The tenants lost over 150 head of cattle. Rent paid to November, 1878. If the years' rent, advanced for the lease, were allowed to stand as a years' rent, the tenants would have paid their rent to November, 1879. They were processed at April Sessions, 1880, and evicted in July.

F. L. Comyns, of county Galway. Rents in Carrakeel estate, county Mayo.

Tenants Names.	Valuation.			Rent.		
	£	s.	d.	£	s.	d.
Tobey Gibbons . . .	4	15	0	7	10	0
J. Timmonev . . .	7	0	0	12	2	0
A. M. Tighe . . .	4	5	0	8	0	0

All the tenants in proportion. Ejectments were served on tenants unable to pay this rack-rent for land poor and dry and dear at the Government valuation.

Sir Compton Domville's land was let at 10s. It was increased to £1, then to £2 10s., and it would be dear at 10s. He prohibited Bridget Kerrigan from getting married. (This is the work more of Mr. Spencer, the agent). She got married, and because she did the rent was increased to £2 10s., five times what it was, in the hope of running her out, and she had to leave.

Mr. Pratt, of Enniscoe, Tyrawly and county Cavan, Cloughbrackfar.

Tenants Names.	Valuation.			Rent.		
	£	s.	d.	£	s.	d.
Thos. Loftus . . .	2	0	0	6	0	0
Neal Syran . . .	4	6	8	6	0	0
Dan Cawly . . .	6	4	0	6	0	0

Some twenty-two years ago Mr. Pratt nearly doubled the rent on this, a large estate, set in like proportion to the above lands, not worth even the valuation.

Lord Lucan's estate.

John Flannery, Larnaght, valuation, £8 10s.; rent, £16; others in like proportion. Land bad, not worth even valuation. All the good lands in Mayo held in

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Lord Lucan's exclusive possession. Tenants who held same were driven out on the bogs some thirty years ago, to the workhouse, emigrant ship, or to fill paupers' graves.

James Faulkner, Castlebar, Pheasanthill estate.

Tenants Names.	Valuation.			Old Rent.			Rack Rent.		
	£	s.	d.	£	s.	d.	£	s.	d.
Thos. Brown .	11	0	0	—	—	—	30	0	0
Ml. Lawless .	1	10	0	—	—	—	9	0	0
Pat Walsh .	3	10	0	2	16	10	6	5	0
Peter Broghan .	2	5	0	1	0	0	5	0	0
D. Walsh & Co.	6	0	0	5	0	0	14	0	0

Lands dear enough at valuation.

Mrs. Ruane—Land in Chancery. Townland of Frahey, valuation, £36; rent, £57. Tenant was served with nine notices to quit and writs in nine years, because he would not submit to a further rise of 15s. per acre, as shown by a letter which I have here. All rents double the valuation. Writs are served to the superior courts for a half-year's rent on this estate. *John Coyne's estate.*—He induced a friend of his own to go into a farm and work it, placing £128 rent on him, while the valuation was only £35. This tenant found it was a dead loss, and Mr. Coyne is insisting in charging him the full rent. The land was a long time waste, and appeared to be meadow land; but when the grass on it was taken off it was found to be only little herbage. The man is willing to pay double the Government valuation because he can't run away, but Coyne will not take less than treble the Government valuation. On Mr. Clive's property all tenants under £4 have to pay all rates, which, on an average, are from 5s. to 7s. in the pound.

17679. CHAIRMAN.—Did he reclaim their holdings?—No, he reclaimed portion for himself, and when he saw what he could make out of reclamation he put a similar rent on the tenants for what he had reclaimed.

17680. Mr. SHAW.—Do they hold much mountain land?—They may hold ten or fifteen acres of mountain land, but it is only accommodation, and worth only 1s. or so.

17681. If there was any expenditure it would be beautiful land?—Yes, but this paralysed them. According to the Land Act all tenants under £4 are not entitled to pay rates and taxes, but he runs a coach-and-four through that.

17682. The O'CONOR DON.—If they refused to pay?—They go out.

17683. He would have to compensate them for their improvements?—They are a primitive race; they would not go into court. Those who were evicted went about their business.

17684. Were there any evictions?—I cannot exactly say on his estate, but those who left, I think, got very little. From what I know of them I don't think they know the Commission is going on here now. It is a wild retired district on the sea-coast. There is a property where I found one poor woman, the Widow M'Goff, paying £11 on a valuation of £4 17s. She told me her landlord was Councillor M'Dermott, from Dublin. I think the place is called Shanaghey. Another tenant named Reilly pays £9 10s. for £2 valuation.

17685. CHAIRMAN.—How do they pay?—They are two or three years in arrear. As long as the potato crop grew in this county they tried to make out a miserable existence; money was very cheap. Any man who borrowed a hat or coat went into the bank and got £5. The bank paid the rent, and they got meal to support them, and they went in to the merchants in the town and got seeds and oats. This went on for three or four years, and when the crops went from bad to worse there was a regular collapse. The banks paid the rents by their unbounded liberality in giving money. In every little town there was a branch of a new bank opened, and the money was given very plentifully and easily. The people are in debt now in all directions, and there was a regular collapse, then they had no alternative but to cling to the old roof-tree by getting up indignation meetings. My object in attending these

meetings was for to avert a famine, and I was in prison for it, but I had one consolation that I was an humble worker in saving the lives of thousands of countrymen who would have actually died if we had not brought their cases before the world. On Lord de Clifford's estate, Ellen Lynskey produced a receipt for £7, a year's rent, in 1879, and the Government valuation is £4 5s. This tenant complains bitterly that she is not able to pay, and is a pauper, and threatened with ejectment. She has to pay for mountain for which she had never to pay until very recently, and along with this she has to pay £2 11s. 6d. for two years' grazing on mountain land. This mountain was, until very recently, a commonage let into their holdings, but they have to pay for it lately. The clerk of the union says she is valued at £4 5s. I have the receipts of other persons in the same townlands, and they complain of being charged for the mountain. James Freeney pays £4 4s., the valuation is about £2. Some persons came in here to day to give evidence, and the process servers were on the *qui vive* in town; here is a man who was served to-day with a civil bill process for half a year's rent because he came to give evidence.

17686. Who is the landlord?—Malachi Tuohy, near the town. The process servers are all day as busy as they could serving them with processes. The special Commission did great service in bringing in these people to have them served; when the people found this out they ran away in all directions.

17687. Mr. SHAW.—Do you think the Government valuation is a fair test of the rent?—I think so. I do not think it is generally; the Government valuation if readjusted may be a fair average of the lands of Ireland in bulk. I pay on very good land with a valuation of £45, a rent of £50, and I got a reduction from that landlord of twenty-five per cent. He is the only landlord who tried to meet the tenants half way when there was depression. He is Colonel Cuffe. I hold from Lord Erne; rent, £12; and the valuation, £5 15s. He gave me a reduction of twenty per cent., but in reality the land is not worth more than the Government valuation. However, I want it as accommodation or I would not give the rent. There are tenants there who live in their holdings and rented to the same extent. They would be filling paupers' graves if it were not for the relief given last year. I pay Sir Roger Palmer one-fourth over the Government valuation, and that land would be fair enough at ten per cent. under the Government valuation.

17688. It is poor land?—It is naturally rocky and mountain land. My knowledge of farming in this country is that wherever there are good fattening lands they are worth the Government valuation, and, perhaps, more. In the townland of Castleagarrit the valuers did not strike a higher valuation than 30s. Some of these lands may give ten crops of meadow. These lands would be cheap at the Government valuation; but where there are white lands and hills that will grow nothing but furze, or boggy, poor land, they are too high at the present Government valuation. For instance, in a property managed by my brother a townland is valued at £26, and it is let to tenants at £14. I know a neighbouring townland where I pay ten per cent. over the Government valuation. I could more easily pay fifty per cent. over it there than these people could pay half the valuation of their lands; but, taking it all in all, I think the Government valuation is a very fair valuation, if not owing to the foreign competition and the depression—oats are at 4s. and 4s. 6d. a cwt.—I believe the tenants of Ireland could not live any way respectably now at the Government valuation.

17689. Do you think these small farmers could live on these lands if they had them for nothing?—In very many cases they could for the last three years. I think myself that could be very easily remedied. I would offer as a suggestion that if the Government purchased these waste lands—in Erris alone there are 155,000 acres of reclaimable land, not worth threepence a year

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now to the landlord, they are only used that he may shoot a brace of snipe or a dozen grouse off them—if these were taken and let in parcels of twenty or thirty acres to the tenants, giving them facilities for a few years, and giving them capital to start upon, I think we should take some of these poor people off the lands where they are now, and place them on this new land, and give them encouragement—a loan that would be repaid to the Government in thirty-five years by instalments.

17690. Would the farmers do that?—I think they would.

17691. Would they go from the three or four acre lots where they have been living all their lives to begin again?—I put that question to 15,000 or 20,000 at a meeting at Ballycroy, and they cried out that they would be delighted, and I asked them would they go to Minnesota if they got these lands to reclaim there, and they said they would not. You could take 100,000 acres in Tyrrawley.

17692. Would it not be better to take these people out to Minnesota in families?—No; I think they have better lands at home if they only reclaim them. I think there is land enough unreclaimed in Ireland. I think there is land enough in Mayo to rear twice its population if brought into cultivation.

17693. CHAIRMAN.—Do you think if these men who go to England remained at home and worked on this waste land that that would be a plan for doing it?—Yes.

17694. Mr. SHAW.—Go to Erris for the summer instead of to England?—They would go there entirely if they got any encouragement.

17695. How could they begin by living on waste land?—If the Government were to say, "We will give you £5 an acre for reclaiming it; will you do it?" The land could be parcelled out and drained; or say, give the man £100 or £150 to start with, and a cottage without rent for the first three or four years, the money to be paid back by instalments, and to hold the land for ever afterwards at a fair rent from the Government. It would be a tendency towards creating a peasant proprietary. It is as good, or perhaps better, land than the land alongside it. Towards Ballycroy I have seen land that was wild tilled and growing champions that I could nearly tie my pony to the stalks of, and I said what a pity the Government don't take up these lands. On the waste lands of Erris, I assure you, a man could make it grow clover if he got a proper inducement.

17696. You think the people cannot be left as they are on these miserable patches through the country?—No; I think the Government are in duty bound to pass an Act of Parliament that will come to the relief of the tenants and fix the rent. If not there will be continually disturbances in this country. This place I mention tenants can't live on it, and you cannot have peace or order until such time as there is something done to remedy that state of things. I attended a great many meetings—first, to avert famine; and, secondly, to do my duty in raising my voice in behalf of the people. According to every improvement of the times the rents were increased by the landlords—it was like a clock, continually going, but you could not reverse it. Colonel Cuffe gives 25 per cent. reduction, and his agent was up here, and they were running to pay him the rent.

17697. There was no attempt made to prevent them by the Land League?—No; they were encouraged to go and pay it. In 1867 it was considered there was to be a rising in the West of Ireland, and the tenants of Colonel Cuffe told him they would volunteer to a man to protect him, and they would sacrifice their lives for him.

17698. You think the opposite feeling arose through distress in very bad years?—Yes, and misrepresentation. Where there was a trifling matter, the most was made out of it. I often read sensational cases that did not happen at all. I saw in a couple of cases where the tenants got the full amount of compensation, owing to the excessive nature of the rents. This was never done until this land movement took

place. Absenteeism is the curse of this country. There are three landlords who take £100,000 out of it, and they never spend £3,000 in it. I think it would be a very good suggestion to tax absenteeism, and I would expend the money. I would give every man liberty to live where he liked, but the man who lives out of the country should forfeit something to it. I would put 25 per cent. on his rental as a tax: 20 per cent. to be spent on his own estate in reclaiming it and building houses for his tenants, which are unfit for beasts to live in. By that means the landlord saves a large capital for himself, and you benefit him in spite of himself. The other 5 per cent. I would put aside to meet famine as we have had this year.

17699. If there was a bill passed giving perfect security and arranging the valuation between landlord and tenant, allowing the tenant to sell his interest whenever he likes, with provision for the creation of a peasant proprietorship, would that meet the case?—Yes, that would do. If you give facilities to create peasant proprietors you would make the peasants more conservative than the Conservatives. I am a Land Leaguer myself, and I would not be a Land Leaguer if it had anything behind it like revolution. I would fight against it.

17700. You don't want to do anything of that kind, but you want to improve the country you are in?—Yes. I believe the people are misrepresented, and I very often saw myself misrepresented. Instead of bettering me it would make me more disloyal; they arrested me and brought me down to Sligo, and instead of retarding me in the work it made me a spoiled child.

17701. They don't know how to manage the country?—I wish they knew how to manage it better. Ejectments should be stopped altogether; it is rather expensive for the tenant. If the tenant goes in next day to pay he has 10s. costs to pay, and if the case is not settled within a few days there is an expense of £2 10s. 0d. Sir Robert Blosse is a landlord who does that. If a landlord does not get his rent in due course the tenant is served with a civil bill process if he is not in the very day it is due. This question will never be settled if the Chairman has not power to adjudicate upon the rent between landlord and tenant.

17702. That is whenever occasion arises?—Yes.

17703. But in ordinary cases arbitration would be well?—Yes. I think the tenant should have the same facilities of bringing the landlord into court as the landlord has of bringing the tenant into court, if the tenants feel aggrieved, as they really are. They should have facilities of taking the landlord into court, and stating their case before an arbitrator who could decide it, and say these rents are excessive, and fix the rents that should be binding on the landlord and tenant. If that was done this would be the most peaceful country in the world. To have iron huts and police barracks in every townland in Ireland would not benefit matters, but make them worse. I know the present Government intended to do their best, but for the landlord opposition. They are trying to please both parties, and it is a difficult task.

17704. The O'CONNOR DON.—With regard to these cases you mentioned of different landlords, you don't mean to say that all the rents on their estates are in the same proportion as the instances you have quoted?—I think I have given you a fair average. I might be a little over it, but I am not much.

17705. They are not selected cases?—Certainly not. I attended 150 meetings in the west of Ireland, and these cases came under my notice from time to time. I published the bulk of them in my paper; and I never did so without taking up the landlord's receipt.

17706. You know you might find out upon certain estates, certain particular tenants who were paying very high rents compared with the valuation, and you might find tenants paying lower than the valuation. Are we to understand that these instances you have given are instances showing the general average rents, or are they selected cases of high rents compared with the valuation?—The bulk of the cases I have mentioned

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are only the average of what the rents are in the estates; I have taken them impartially.

17707. You have quoted a case on Sir Roger Palmer's estate, where the valuation is £60, and the rent £101. We have just, immediately before you, had the agent of Sir Roger before us, and he has showed us that the rent was very little over the valuation on the estate?—I think I stated at the opening that any lettings made on the estate since 1864 are excessive; lettings made before that, as a rule, may not be excessive. I remember my father paid £14, and the rent was increased to £16, and again to £20. That is three increases within my memory. That he has done likewise all over the estate.

He striped all these lands from 1860 or 1856 down to 1870. He had the Joynts of Ballina striping the estate, and wherever he striped he increased the rents to more than double in some places. Mr. O'Donnell is one of these people who would wish not to gratify the people, and to wring out the full rent, and that is what he will never succeed. Ten per cent. may do on the original rent, but in some places he should give a reduction of from thirty to fifty per cent. I reclaimed twenty acres of bog land myself.

17708. You give in your return of tenants' rents as representing the general rate of rents upon these particular estates?—Yes.

Rev. John
Stephens.

Rev. JOHN STEPHENS examined.

17709. Mr. SHAW.—You wish to make a statement?—Yes. You spoke of over population, and about sending out whole families to Minnesota.

17710. You think if they are sent out they should be sent as Father Nugent sends them?—I don't think they have any notion of going, and I think it is a mistake to send them. If we have two million acres of reclaimable land in Ireland, I think we should have plenty of land for our people, and the time may come when the British Empire will want her champions at home. I have had letters from people who went to Minnesota, and they say they would gladly come home to-morrow to reclaim bog if they got it. These landlords who have this land unreclaimed should not be allowed to continue this dog in the manger system, but should be obliged to give them out to tenants; twenty acres say to each tenant, and in a short time you will have a thriving peasant proprietary growing on these lands. Say there are unreclaimed bog lands to the extent of four million acres in Ireland, and that there are two million acres of these reclaimable on which 100,000 families could be maintained; give them twenty years purchase of it at £1 an acre. That will only cost the Government £50 for a fifty acre plot, and about £50 for a house; paying that back in thirty-five years, at £4 a year, it would come to £140; so that at the end of thirty-five years there would be a peasant proprietary in the strictest sense of the word. Some men appealed to me yesterday, and I asked, what brought you here Pat, and they said, "we came to see that they would not charge for that land we reclaimed." That is the feeling, and it's only too well founded. I was planting trees about my church, and I had some to spare, and I offered them to a countryman to plant in his avenue, but he refused to take them. He said if they were seen growing they would charge him £2 a year more rent. We are told we are a lazy people, but if the people attempt to do anything they are made pay for it by increased rent. That great man Nimmo undertook to reclaim waste lands at an expense of one guinea per acre, or the value of one year's crops, and if that would be the only expense of it I think it would not be a great undertaking. It is a sad reflection that in this country we have these four million acres, that have never afforded a human being one meal of food and this while we boast of a Government which watches over the interests of the country, whether liberal or conservative; whatever they call themselves I don't see what reason we have to be so much proud of this boasted constitution.

17711. Do you think if the people had these fifty acre farms there would be any tendency to subdivide their holdings?—The very law that gives the fifty acres could provide against that, I would not give them £100 or anything like that, for they might go away to Kamskateka or Nebraska.

Mr. Daly.—I did not mean to give it to the tenant at once, but to pay him as he went on with the improvements.

Rev. Mr. Stephens.—As to over population, we hear a lot, but with five and a half millions of people according to the census of 1871, it is very stupid to talk of over population. There is plenty of room for another million on the bogs alone, and how many

millions on the grass farms where the grass sours? They are reserved for fat sheep, while the people must go to Minnesota or some where else to find an existence. Mr. Daly remarked that the facilities persons had of purchasing land in the courts was a great misfortune. No doubt it is, for it has created a tribe of land sharks. The old landlords with all their notions of the lands being made for them and no one else; and too frequently forgetting their duties, while never forgetting their rights; they were a thousand times better than the fellows who have got the land under this system. There should be some system devised—and you must see some means of coming to that end—by which the sales in the courts should be watched, and some fund given to tenants to purchase the lands coming into the courts. You may see there is a property coming up to the court; don't let these sharks grab it. If there was a fund given by the Government, or let the property be bought by the Government, then the tenants could get peasant proprietary right off, under the Bright clauses. The Government could easily lend at a fair rate of interest the balance a man required, if he wanted to have some money in his hands as capital to work the place. Let me suppose a property went to twenty years purchase; a poor man held it at £15. The fee-simple of his property would be £300. The Government could afford to give him money at about 4 per cent., and this will sink in thirty-five years, so that he pays not £15 as he was paying before, but £12 interest on the £300, and in thirty-five years he has paid it all back with respectable interest, because he will have paid instead of £300 £420. So that that would not be a losing game in any sense. These large grazing farms could be parcelled out into proper holdings with proper offices, on which this surplus population might be placed, and this with great profit to the United Kingdom. There is a document here to which I would like to call attention. Before I came to my present position, I lived amongst a lot of people I felt for very much, and in 1875, on March the 5th, the Marquess of Sligo, issued quite a block of these notices increasing the rent, to commence from the 1st November, before. This was written in March.

Mr. Daly.—There is a party on Bernard Coyne's property in gaol for returning into possession. The first rent was £17; there was no house on the land when got it. In 1852 they got notice to quit, in order to have the rent raised. It was raised to £20 in 1856, and to £25 in 1872. A further rise was put on and law proceedings instituted, and a settlement come to; the costs were saddled on the tenants. Now the rent is £42, and the valuation is £21 10s. The £42 given for a lease was never returned, and the lease was never given. They claimed the money when they were going to be ejected. They reclaimed a great portion at their own expense. They lost 150 head of cattle, during their tenure of the land. One of these parties resumed possession, and he was summoned, and is undergoing imprisonment for it. He was ejected for one years rent, and the landlord had one years rent in his pocket; they owed a years rent and the running gale at the time they were ejected.

The Commissioners then adjourned.

TWENTY-FOURTH DAY.—THURSDAY, 21ST OCTOBER, 1880.

Oct. 21, 1880

Present :—The O'CONOR DON, and WILLIAM SHAW, Esq., M.P.

Mr. PATRICK FOX, sen., examined (with other tenants from Castlemines).

Mr. Patrick
Fox, senr.

17712. The O'CONOR DON.—You are a tenant on the townland of Castlemines?—Yes.

17713. Who is your landlord?—The Rev. Mr. Jackson.

17714. What complaint have you to make?—That (producing document) is Mr. Allen's receipt. He is the agent.

17715. Where does Mr. Allen live?—Near Ballinasloe.

17716. What is your complaint?—My complaint is that I had my rent raised. My valuation is £23 10s., and my rent is £60 a year.

17717. When was the rent altered?—About 22 years ago. There is my former receipt in Mr. Mahon's time. It belonged to Captain Toulis.

17718. It belonged to Captain Toulis, and Mr. Jackson purchased it?—Yes, and then he raised the rent up to £60.

17719. It was £33 6s.?—Yes, and it was raised to £60.

Mr. SHAW.—Nearly doubled?—Yes.

17720. How many acres have you?—36A. 3R.

17720A. Is it good land?—It is rocky land.

17721. Is it good grazing land?—It is light enough. It is the poorest land near the Four-mile-house. If we could get any other place we would change at any time.

17722. The O'CONOR DON.—Did you enter into any written agreement with him?—I had to. I did not

understand the law, and if I did I would rather transport myself.

17723. How many tenants are there on it?—Fourteen.

17724. Are all the men here tenants?—Yes.

17725. And they were all raised at the same time?—Yes. He purchased this, and gave it to his daughter as a fortune. She married Mr. Reeves. He died, and then she got married to the Rev. Mr. Jackson, and Mr. Allen is agent.

17726. Your present landlord did not raise the rent?—No. He left it as he got it.

17727. It was by marriage he got it?—Yes.

17728. Who was the man who raised the rent?—Mr. Allen.

17729. He is only the agent—who was the landlord?

Mr. Goodall.—He gave the land as a fortune to his daughter.

17730. You have two holdings?—No, my brother and myself joined in it.

17731. It is held by Pat Fox and William Fox?—Yes.

17732. The former rent of the two holdings was £33 6s.—Yes.

17733. And what is the valuation of the two holdings?—£23 10s.

17734. What is the valuation of the holdings separately?—They are joined in one.

Mr. WILLIAM FOX examined.

Mr. William
Fox.

17734A. My valuation is £11. One rent is £41 4s. 3d., and the other £18 15s. 9d., making together £60.

Mr. PATRICK GARRIHAN examined.

Mr. Patrick
Garrihan.

17735. Mr. SHAW.—You pay £14 10s. rent, and your valuation is £8 5s.?—Yes.

17736. How much was it raised?—It was divided, and three of us joined.

17737. The O'CONOR DON.—This is a subdivided holding?—Yes.

17738. Was it subdivided with the permission of the landlord?—It was subdivided before Mr. Allen came in.

17739. And were the rents divided before?—They were, the same way. We got one receipt for the three.

17740. You get one receipt still?—We do.

17741. There is only one recognised as tenant?—That is all.

17742. What is the rent for the three?—£36.

17743. For the three?—Yes.

17744. What is the valuation for the three?—£21 10s.

17745. Mr. SHAW.—How much was the rise?—It was £20 formerly, and it was raised to £36.

17746. The O'CONOR DON.—You have 21½ acres?—Yes.

17747. Are they Irish acres?—Yes.

17748. The same kind of land as Fox's?—Mostly the same, there is only a wall between them.

17749. Is it fairly good?—It is not good land. Any place that a man can't take an acre of meadow is not good land. We never broke it these 20 years. It is all in grass, except the garden we have. I don't live on it.

17750. Are you in business?—No sir. I have a bit of land from another man where I live.

17751. Where do you live?—In Ballinderry, under Captain Goff.

17752. You have no complaint to make of him?—My rent is 30s. higher than the valuation.

17753. How much land do you hold?—I have a great deal of bog.

17754. What rent do you pay?—£12 10s. to Captain Goff.

17755. You don't find that unreasonable?—It is unreasonable enough because the land is wet and bad.

17756. How long is it since it was raised?—It is about three years ago since he raised me £3 12s. 9d.

Mr. JAMES GARRIHAN, senior, examined.

Mr. James
Garrihan, senr.

17757. Mr. SHAW.—The land you hold is £36 a year also?—Yes.

17758. It is a joint holding?—Yes.

17759. The former rent was the same as we have heard from others?—Yes, £20 10s.

17760. And the valuation is £19 5s.?—Yes.

17761. The rent was fixed at the same time?—Yes,

the same time as the other tenants, and we are paying that rent ever since.

17762. Are you living on the land?—I don't live on it.

17763. On whose property do you live?—On Captain Goff's.

17764. What rent are you paying there?—£16.

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Mr. James
Garrihan, senr.

17765. What is your valuation?—£12 15s.
 17766. Has that rent been altered lately?—Yes,
 at the same time as the others, fourteen years ago.
 17767. There was a general alteration at that time?
 —I don't believe there was a general one.
 17768. But was there an alteration on that town-

land?—I suppose there was on the townland, but not
 on the whole tenants.

17769. How much was put on yourself?—I could
 not say what the old rent was.

17770. You went there since the alteration was
 made. No, but my father died since.

Mr. James
Garrihan, jun.

Mr. JAMES GARRIHAN, junior, examined.

17771. Mr. SHAW.—You live on this land?—I am
 the only man who does live on it, and I lost £70 on
 a house for the last twenty-two years. I clapped all
 into it, and I am not able to take an acre of meadow
 off it. I have about three acres of tillage.

17772. Did you try any champions?—No sir.

17773. What is the matter with it, is it bad land?
 —Not too bad.

17774. You don't manure it well enough?—Oats
 were good enough this year, but not last year.

17775. You have it in grass, the landlord does
 nothing?—They spend nothing on the land.

17776. The O'CONOR DON.—Since you made this
 building the rent was not altered?—No; it was
 altered before I built, and since the rent was raised I
 built all these and lost about £70, and was not allowed
 one-penny for it.

Mr. Thomas
Hanly.

Mr. THOMAS HANLY examined.

17777. Mr. SHAW.—You pay £4 rent, and the
 Government valuation is £2 15s.?—Yes.

17778. How many acres have you?—Two acres.

17779. And one is a bog?—Heathy moor, and that
 one acre is not to the best of my opinion worth 15s.
 at the very most.

17780. Do you live on the land?—I do.

17781. Have you any other land?—Not a perch.

17782. Your rent was fixed at the same time as the
 others?—It was.

17783. How much was put upon it?—It was raised
 from 36s. up to £4.

Mr. Thomas
Gannon.

Mr. THOMAS GANNON examined.

17784. The O'CONOR DON.—Your rent is £25?—
 Yes.

17785. And your valuation £15 5s.?—Yes.

17786. What was your previous rent?—In 1871,
 I became tenant of this land of Mr. Jackson's, and
 the rent was raised before I came to it; I married
 Ganahan's widow, and I have nursed the lands these
 nine years, never breaking a sod of it, and if I never
 eat a bit it is not able to pay the rent.

17787. You have it all in grass?—Yes, but about
 two acres. It is not able to keep a perch in meadow
 or to feed £8 worth of a cow. I was going to be
 ejected, and we made a settlement that I might get it
 at the value. If all the gentlemen in Roscommon
 were to walk my land to-day they would not value
 my land at more than 14s. an acre.

17788. Mr. SHAW.—What made you take it at that
 rent?—Well, I was in America and land was thought
 a good deal of at the time, and I had a few pounds.

17789. The O'CONOR DON.—Did you pay a fine?—

No, I married the widow of the tenant, and settled
 down in it, and let out the land to grow grass, and it
 is just as bad.

17790. Do you live on it?—I do.

17791. You have no other way of living?—No sir.

17792. You don't till much of it?—No, I have no
 one but myself, my family is young. I only till about
 two acres out of sixteen.

17793. Mr. SHAW.—There is no drainage wanted.
 It is all high mountain land?—Most of it.

17794. It does not want any reclamation, it is all
 fair land?—It is not.

17795. Have you done anything towards improving
 it. No, but I improved the land these nine years.

17796. By feeding on it?—Yes.

17797. The landlord has done nothing to it?—Not
 a ha'porth. He took my means away.

17798. The O'CONOR DON.—Were you evicted for
 non-payment?—I was; but I settled the rent up to
 that time.

Mr. James
Shea.

Mr. JAMES SHEA examined.

17799. Mr. SHAW.—How many acres do you hold?
 —I think four acres.

17800. What is your rent?—£5.

17801. And the valuation?—30s.

17802. Is it reclaimed land?—Part of it bog re-
 claimed, and that we had at first for nothing, and then

some rent was put upon it, and then when the pro-
 perty was going to be sold off it was put at 30s.

17803. When was the £5 put upon you?—At the
 same time as the others were raised. It was raised
 from 30s. to £5.

17804. You reclaimed all this yourself?—All but
 about one rood, and we never reclaimed that since.

Mr. John
McGarry.

Mr. JOHN MCGARRY examined.

17805. Mr. SHAW.—You pay £37 rent?—Yes.

17806. For how many acres?—Twenty-seven acres.

17807. What is the valuation?—£27.

17808. What was the former rent?—I don't know.
 It was before my time. My father was not able to
 attend here.

17809. It was raised at the same time as the
 others?—Yes.

17810. Do you live on the land?—Yes.

17811. You think it is too dear?—It is £10 above
 the valuation.

17812. Have you been able to pay the rent in good
 times?—Tight enough.

17813. The O'CONOR DON.—You have all paid rent
 up to the last year or so?—Yes.

17814. Have you tillage on it?—Yes.

17815. Does the landlord allow anyone to sell his
 interest if he wishes to go away?—I don't know.

17816. Has there been any case in which a tenant left this townland?—No.

accurate list of the rents on the townland of Castle-mine?—Yes.

Oct. 21, 1880

17817. You say that this return (produced), is an

Return handed in as follows:—

Mr. John M'Garry.

Rev. ROBT. P. JACKSON, Castlemeehan, otherwise Castlemine (four miles from Roscommon), London, Landlord (Crawford Allen, Esq., Agent).

Tenants.	Rent.	Government Valuation.	Rent up to 1859.	Irish Acres.
	£ s. d.	£ s. d.		
Pat Garrihan, ...	14 10 0	8 5 0	} Holding subdivided. Former rent of total, £20 0 0 .	8½
James Garraghan, senior, ...	10 15 0	6 5 0		6½
Pat Fox, junior, ...	10 15 0	7 0 0		6½
James Garraghan, junior, ...	12 0 0	7 5 0	} Holding subdivided. Former rent of total, £20 10 0 .	7½
William Garraghan, ...	12 0 0	6 0 0		7½
James Garraghan (James), ...	12 0 0	6 0 0		7½
Pat Fox, senior, ...	41 4 3	23 10 0	} Former rent, £33 6 0 .	26½
William Fox, ...	18 15 9	11 0 0		10½
Thomas Hanley, ...	4 0 0	2 15 0		2
Thomas Gannon, ...	25 0 0	15 5 0	15 5 0 .	15½
James Shea, ...	5 0 0	1 10 0	1 10 0 .	4 waste bog.
John M'Garry, ...	37 0 0	27 0 0	16s. per acre former rent.	27
John Scally, ...	14 0 0	9 5 0	15s. 6d. per acre.	9½

Mr. JOHN M'DONNELL examined.

Mr. John M'Donnell.

17818. The O'CONOR DON.—How many acres do you hold?—About 300 acres of bog. It is not worth anything.

17819. How much arable land have you?—I am not sure.

17820. How much do you think?—About seventy-five acres.

17821. That you are able to till and work?—No. I have it in grass. This is a grass farm. No tillage of any kind.

17822. Your rent is £65?—Yes; that is half yearly.

17823. That is £130 a year?—Yes.

17824. When did you take the farm?—I have it about thirty years.

17825. Had you it before the estate was sold?—There is about seventy-five acres of arable land. Captain Reeves was the first landlord. Mr. Jackson has it at present.

17826. When did your father take the land?—

Something about twenty-six years ago. He took a lease of it for twenty years, and when the lease expired there was £40 rise put upon it.

17827. That brought it up to the present rent?—Yes.

17828. How many years is it since the lease expired?—About five years.

17829. You don't live on the farm?—I do.

17830. Mr. SHAW.—Are you reclaiming any of the other land?—No; there is tillage of no kind on it.

17831. Is it bog?—It is most part.

17832. Could it be reclaimed?—Well, yes; if the landlord laid out anything on the drainage.

17833. You have not attempted it?—No; we reclaimed some of it; but not at present.

17834. Why don't you try to bring some of it into reclamation?—We could not from the way the rent is raised on us.

17835. The rent is too high?—Yes.

Mr. THOMAS MURPHY examined (on behalf of a deputation of tenants).

Mr. Thomas Murphy.

17836. The O'CONOR DON.—You are a tenant on the townland of Hollywell?—Yes.

17837. Who is your landlord?—Mr. Goodall.

17838. The same landlord as in the other cases?—Yes.

17839. Who is the agent?—Mr. Crawford Allen.

17840. It is the same landlord as the Castlemine tenants have?—It is his son-in-law, with the same agent.

17841. What is your complaint?—My complaint is that the valuation is £10 10s., and he raised my rent to £18.

17842. When was the rise made?—In 1866, I think. I got a lease in 1845, and it terminated in 1866.

17843. How much was the rent before?—£15.

17844. The rent in the lease was £15?—Yes.

17845. And on the dropping of the lease it was raised to £18?—Yes.

17846. For how many acres?—Ten acres, 1 rood, 16 perches. Part of it is all rocks. It is rocky land, a good part of it.

17847. Mr. SHAW.—Was the £15 enough for it?—Too much.

17848. What made you pay the advance?—I was the man that was put out of another property, but not for non-payment, and we were very glad to get shelter. I took it first at 28s. an acre.

17849. That would be £14?—Yes.

17850. Do you till any of it?—Yes; I till portion of it, but not much, there is part of it I could not till at all from the rocks.

17851. The O'CONOR DON.—What is it you complain about depositing money?—At the time he raised the rent I had to give £15 deposit, and it has remained from that without interest or any account of it.

17852. That he has held in his hands?—Yes.

17853. Belonging to you?—Yes.

17854. Did he give you a receipt for it?—No; he drew up a proposal, and I signed the proposal. He said if I did not comply he would withdraw, and I had to agree.

17855. You always owe a year's rent?—Yes. Some of us are clear.

17856. Up to what date are you clear?—I am clear up to last November.

17857. You have always a running gale?—Next November I will owe a year's rent, but he has £15 of mine.

17858. Mr. SHAW.—And he allows you no interest?—No.

17859. And gave you no receipt?—No.

17860. The O'CONOR DON.—Did you pay last year?—Yes.

Oct. 21, 1880.
Mr. Thomas
Murphy.

17861. And are all cleared up in the usual way that tenants pay, only owing the hanging gale?—Yes. I could have brought receipts.

17862. You can answer for the other men that this is a correct return of their rents, &c.?—Yes. [Return handed in as follows.]

COLLIGUE.—GEORGE GOODALL, Esq., Pine Ridge, Farnham, Surrey, Landlord; CRAWFORD ALLEN, Esq., Carramana, Kilconnell, county Galway, Agent.

Tenants.	Present Rent.	Former Rent till 1867.	Government Valuation.	Deposit.	Acres.	Observations.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	A. R. P.	
1. Martin Kenny, . . .	22 0 0	20 0 0	14 10 0	18 0 0	—	About twelve or sixteen years ago, when father's lease fell, he took four acres and raised rent on remainder under threat of eviction; ejectment process served; we had to go out on the roadside or submit. Took two acres away.
2. Pat M'Dermott, . . .	45 0 0	31 4 0	21 15 0	49 0 0	—	
3. Pat Mannion, . . .	20 0 0	14 1 0	10 17 0	18 10 0	—	
4. Pat Madden, . . .	35 0 0	24 0 0	26 0 0	25 0 0	—	
5. Pat Allen, . . .	34 0 0	26 10 0	26 10 0	34 0 0	—	
6. Thomas M'Dermott, . . .	24 0 0	20 15 0	16 10 0	25 0 0	—	
7. Thomas Hunt, . . .	66 0 0	47 8 0	30 10 0	76 0 0	—	
8. Walter Allen, . . .	30 0 0	20 18 0	14 15 0	30 0 0	—	
9. Edward Farrell, . . .	10 10 0	7 0 0	9 2 0	10 0 0	—	
10. John Farrell, . . .	16 0 0	10 10 0	15 15 0	15 0 0	—	
11. Thomas Murphy, . . .	18 0 0	15 0 0	10 10 0	16 0 0	—	
12. John Mannion, . . .	28 0 0	20 0 0	16 5 0	20 0 0	—	
13. John M'Dermott, . . .	14 0 0	10 15 0	10 15 0	15 0 0	—	
14. Michael Brennan, . . .	3 0 0	1 12 0	2 5 0	3 0 0	—	
15. Pat Farrell, . . .	8 0 0	2 15 0	6 0 0	8 0 0	—	
16. Pat Monaghan, . . .	8 0 0	4 0 0	2 15 0	8 0 0	—	
17. Thomas Kelly, . . .	7 0 0	5 0 0	5 10 0	7 0 0	—	
18. John Dillon, . . .	4 0 0	3 0 0	2 0 0	4 0 0	—	
19. John Ward, . . .	3 15 0	1 10 0	2 0 0	3 0 0	—	
20. Malachi Keegan, . . .	5 0 0	3 0 0	3 0 0	5 0 0	—	
21. Pat Kelly, . . .	7 0 0	5 0 0	5 10 0	8 0 0	—	
22. Martin Farrell, . . .	10 0 0	8 0 0	8 0 0	8 0 0	—	
23. William Banahan, . . .	14 0 0	8 0 0	5 15 0	14 0 0	—	
24. Pat Conry, . . .	47 0 0	34 4 0	32 10 0	47 0 0	—	Took four acres of the best of my land.
25. Thomas M'Dermott, . . .	20 0 0	—	10 18 0	—	—	

All the houses and permanent improvements made by the tenants.

Most of it reclaimed by tenants or their predecessors.

Every tenant is charged 1s. 6d. a perch for turbary (30s. an acre for waste land where one cannot walk.)

Mr. Thomas
Hunt.

Mr. THOMAS HUNT examined.

17862A. I pay £66; my former rent was £47 8s., and the Government valuation is £30 10s. That is all rocks and bog.

17863. Mr. Shaw.—How many acres?—About fifty acres of rock and bog.

17864. When were these rents fixed?—In 1867.

17865. On the expiration of a lease?—Yes.

17866. Have you been improving the land?—Yes; very much. We have built upon it. I lost hundreds of pounds upon that farm.

17867. You have done all the improvements yourself?—Yes; built the house and everything else.

17868. You got no help from the landlord?—No.

17869. The O'CONOR DON.—When did you do all this?—From 1867 down to the present time. He gave us no receipt for the money, and if I am not up to the day he will serve me with a writ up to Dublin, and throw me out on the road side.

Mr. Pat
Monaghan.

Mr. PAT MONAGHAN examined.

17870. Mr. SHAW.—What sort of land is it you hold?—It is all red bog. I reclaimed it myself with gravel carried on my back.

17871. It is cut-away bog?—Some of it is not cut at all.

Mr. William
Banahan.

Mr. WILLIAM BANAHAN examined.

17872. Mr. SHAW.—You lost four acres of your land?—Yes; Mr. Smith, of Hollywell, got four acres of my land. My rent was £18 5s. It was four acres of the prime of the land. I had not three acres in the world besides, and this was let to him, and my rent was only reduced £2 5s. He charged me £14 a year rent, and my deposit was £14.

17873. You lost the best of your land?—Yes.

17874. How many acres have you still?—It is not worth measuring in acres.

17875. Was the deposit called a deposit?—Yes; to secure himself. He thought we would fail when he raised the rents so high.

17876. It is to your credit there?—It is not. We are running in debt in banks and everywhere else for it; and if he dies to-morrow the money is dead.

17877. You have all paid up to November?—Yes.

Mr. Pat
Conry.

Mr. PAT CONRY examined.

17878. The O'CONOR DON.—You hold 27 acres, and the rent is £47?—Yes.

17879. How long have you been in possession?—These forty years.

17880. Do you live on the land?—I do.

17881. Your rent was raised at the same time?—Yes; it was raised from £34 4s. It is in two pieces.

17882. It is chiefly in grass?—It is, sir.

17883. Do you sublet it at all, or let it in con-acre?—No, sir; except an acre.

17884. Mr. SHAW.—You don't pay for bog—you have bog enough?—I have one acre.

17885. Do the tenants get bog free, or do they pay for it?—They pay for it. We would not get a load of mud off the cut-away bog. If we wanted to take a

rood or half an acre, he charges us £1 for it, and £1 deposit. I took it first from our agent at one guinea an acre, and next year he raised it 9s. 3d. That is for upland. Oct. 21, 1880.
Mr. Pat Conry.

17886. That is not for the bog?—No; for the upland.

Mr. THOMAS M'DERMOTT examined.

Mr. Thomas M'Dermott.

17887. The O'CONOR DON.—Your rent is £20, and your valuation £10 18s.?—Yes.

17888. When did you get this land?—Since the others.

17889. Since the rise?—It is a couple of years.

17890. Who had it before?—A man named Mannion; he was broke.

17891. Did you pay anything for coming into the land?—A deposit—the same as the rest.

17892. Nothing beyond that?—No, sir.

17893. Every tenant coming in must pay a deposit of a year's rent?—Yes; I had to pay it at all events.

17894. How long have you been in the land?—

Since last November. I had the grazing of it six months.

17895. Last November you went in?—Yes.

17896. And did you agree yourself to pay £20 for it?—Yes.

17897. You are the tenant's son?—Yes.

17898. Did he let it by proposal, or select you?—He selected me.

17899. He fixed the rent himself at that figure?—It was the same as it was before.

17900. The same as Mannion had to pay?—Yes.

17901. Is the land all in grass?—It is all in grass at present.

17902. No tillage?—Except half-an-acre.

Mr. JOHN O'MALLY examined.

Mr. John O'Mally.

17903. The O'CONOR DON.—You are also a tenant on the Castleminees property?—Yes; I have a small property there.

17904. You don't reside on it?—No.

17905. What is your rent?—My rent is £48.

17906. When did you take the farm?—About 1859.

17907. Did you take it by proposal?—Yes; I took the farm. It was after being given up by a tenant who was not able to keep it, and the land was in a wretched state. Some time afterwards the landlord said he should get some little spots on the farm planted. I said of course I had no objection, he should make any improvement he thought proper to it; and then after the planting was done I proposed to the agent that I should be allowed for the planting, and I got a notice to quit. Therefore I left that quiet, but some time after I asked again to be allowed for it, and I got another notice to quit, and I was told I should either surrender or give £4 more for it. It was just at a time I could not conveniently give up the farm.

17908. When was that?—Twelve or eighteen months ago.

17909. The £4 was put upon you?—Yes.

17910. How much land was taken for the planting?—An acre and a half.

17911. Did the planting serve the farm in any way?—No.

17912. It did not give shelter?—No; it was some whim of the landlord. He wished to make some little round planting. I would set no value upon it.

17913. You got no allowance for it?—Not the slightest. I always thought I was very badly treated.

17914. Was there any deposit required from you?—I believe the tenant before me had to pay a deposit; but as he wore the land out to its utmost extent, there was no deposit asked of me.

17915. Was the rent you paid the same as he paid?—I could not say.

17916. Your original rent was fixed by your own proposal?—Yes; but it was raised since. Then it was not convenient to me to give up the land, or I would have preferred doing that. It is worth, at least, half as much more now as when I took it.

17917. Mr. SHAW.—An acre and a half was taken off, and the rent was raised?—Yes. I got two notices to quit.

17918. That is what you complain of?—Yes, and I complain of it bitterly.

17919. But if you had refused to pay the increased rent you would have had to be paid for improvements?—If I had thought that I would never have submitted to the rise.

17920. When was the notice to quit served?—I think about two years ago.

17921. Aren't you aware that under the Land Act you would be entitled to compensation for your improvements?—I believed that it was only small tenants living upon their farms, but I did not think living elsewhere I would be entitled to compensation.

17922. You are entitled to claim for your improvements?—I was not aware of that.

Mr. JOHN WARD examined.

Mr. John Ward.

17923. The O'CONOR DON.—You pay £5 rent?—Yes. When I got that land after my father's death I had five acres. He has taken off two acres. There were five acres in the holding before that, and he took the best of it from me, and charged me £3 11s. from that to this for it. The whole thing was in the beginning £3 for five acres, and he took two of the best acres.

17924. Mr. SHAW.—What did he do with the two?—He gave them to another tenant.

17925. And made him pay for it ever since?—Yes,

he made him pay for it ever since. He put 10s. of a rise on me along with that.

17926. You are there still?—I am.

17927. That happened on the expiration of the lease?—I had no lease; but when my father died and I handed the rent, in place of giving me a receipt he handed me a notice to quit. I came then, of course, and was glad to get my head in any place. The conditions he put on me, and I was glad to get it even then, were that I should give £3 11s. for three acres, less by twenty-five perches. I am paying that for twenty-three years.

Oct. 21, 1880.

Mr. PAT MADDEN examined.

Mr. Pat
Madden.

My rent was 17s. 6d. an acre, and now I am paying 32s.

Mr. JOHN FARRELL examined.

Mr. John
Farrell.

Between 1846 and 1847 my father took land from the landlord before Mr. Goodall got it, and he was to pay ten guineas, and it was raised from ten guineas to £12 10s., and twenty-four years ago he raised it to £16, and charged us a deposit.

17928. Mr. SHAW.—You have been paying that ever since?—Yes.

17929. You have no other land?—No; no bog or anything else, but all dry upland.

Mr. PAT FARRELL examined.

Mr. Pat
Farrell.

17930. Mr. SHAW.—You complain of the same thing?—I do. About nineteen years ago the lease was out, and he raised my rent from £2 15s. to £8.

17931. Your valuation is how much?—£5 15s.

17932. Did you erect all the buildings upon it yourself?—My father-in-law did it.

17933. He made all the improvements?—Yes; he reclaimed a wild bog.

17934. The landlord did nothing?—No. There would be three or four feet of water on it, but we put sewers in it and drained it away.

Mrs. Farrell.

Mrs. FARRELL examined.

17935. The O'CONOR DON.—What is your husband's name?—Edward. I was put out in April last.

17936. For non-payment?—Yes, and I had ten guineas paid, and I was put out for ten guineas. There was only ten guineas due and I was put out for it. So I am tossed about going to gaol since.

17937. How much was the rent?—£8 when I commenced.

17938. You owed a year's rent?—Yes.

17939. And you were ejected?—Yes.

17940. Then the landlord gave you back the £10 deposit?—Yes.

17941. He had a year's rent in his hands?—Yes.

17942. He gave it back after ejecting you?—Yes.

17943. Did the barrister know that?—No, he did not know it was given back.

17944. Did he know it was in the landlord's hands?—Yes, but I had no acknowledgment of it.

17945. Hadn't you six months to redeem?—Yes.

17946. Why could you not redeem at once?—I paid ten guineas. I got the decree on the 9th October, and on the 9th December I paid £10 10s., and I was not able to meet him with the rest.

17947. How much did you owe him?—£21.

17948. That is two years' rent?—Yes.

17949. Where is your husband?—In England.

17950. Is he still there?—Yes.

17951. Could he not help you to pay the balance?—No. I slept out for seven nights with my seven children, and then I returned again into the house, and I went to the workhouse, and was put out. I was put into gaol three times for taking the house again.

Mr. Pat
Farrell.

Mr. PAT FARRELL recalled.

17952. Mr. SHAW.—You say she slept out in the open air. Would none of the neighbours take her in?—She was shy to trouble them. There were only two or three holdings there, and if they did that the landlord might come down upon them.

17953. She got into debt, and was worn out regularly?—Yes.

17954. If she got a reduction in the rent would

she be able to keep the place?—She would. Two of the children went to America, and one is in England.

17955. Are they grown up?—The eldest is 23, and she is in America, and the second eldest is in America, and the little boy of 19 is in England.

17956. The land is no use unless you are able to work it, and she has no one?—No.

Mrs. Brennan.

Mrs. BRENNAN, widow, examined.

17957. The O'CONOR DON.—What rent do you pay?—I am paying £3 a year rent, and I am about to be turned out. I have four children.

17958. How much rent do you owe?—Two years rent.

17959. You could not make up one year's rent?—No.

17960. Has the landlord anything in his hands of yours?—Yes, he has three pounds in his pocket.

17961. Had you any potatoes in the ground?—No, I had no potatoes.

17962. How many acres have you?—I have five roods.

17963. What had you in the land this year?—I got two cwt. of potatoes out of the workhouse; but they did not grow.

17964. You had no manure?—No.

Mr. Pat Kelly.

Mr. PAT KELLY examined.

17965. Mr. SHAW.—You are one of the tenants on Hollywell?—Yes. Mr. Goodall is my landlord. I was forced to build a barn and pigsty. The bit of land I got was very bad. I got married, and got a place from Charles Blake, of an acre and a half.

When he came in he charged me £5, and now my rent is £7. I was forced to build and repair my house, and I have a good house and forge now, and it was no rise. Only for Mr. Smith I would not be in it for fifteen years. He is kind, and treated me well.

Mr. JAMES KILROE examined.

Oct. 21, 1880.

Mr. James
Kilroe.

17966. The O'CONOR DON.—You live near Castle-coote?—Yes.

17967. You are a tenant on the property of Mr. Lecky?—Yes.

17968. What complaint have you to make of Mr. Lecky's treatment of his tenants?—I have a list (produced) of their complaints.

17969. This is a table showing the Ordnance valuation, the former rent, the present rent, and the increase, on all the holdings on the estate?—Yes.

17970. You know all these yourself?—I do.

17971. What is your present rent?—£12 7s. 6d., but since Sir George Young was round he has taken off £10 3s. 9d. There is the last receipt, up to May, 1880.

17972. Has he permanently reduced your rent by that amount?—That receipt seems to have it permanently reduced.

17973. Is it not an allowance?—It seems to be the permanent rent.

17974. Who is the agent?—Mr. Hugh Smith. He lives in Coleraine, and Mr. Lecky lives there also.

17975. Did you send him the full rent?—I served him with a notice of surrender this time twelve months, as I could not hold at the rent he was charging, and I went down in January to try and make some arrangement before May, and I had a conversation with him there, and he told me that Griffith told him at the time they gave them the Ulster custom in Derry that 25 per cent. over Griffith's valuation would be a fair rent. "If you call it fair sir, it is certainly a great difference to be charging me 75."

17976. Your rent was 75 per cent. over the valuation?—Yes, at that time.

17977. Mr. SHAW.—When were the advances made?—In 1856.

17978. And not since?—No.

17979. How much was put on the holding?—The former rent was £27 18s. 9d.

17980. And he advanced it to £42 17s. 9d.?—Yes. He put 17s. 6d. an acre on it at one slap. I did my best to improve the land, and he was as good a landlord as we had in the county previous to that rise.

17981. Did he purchase the land?—He has it about 80 years. It is part of the Mitchell property. He was a young lad when it was bought, and he is nearly eighty years of age now.

17982. Did he make a reduction in the same proportion to all the other tenants?—No, sir.

17983. Are you the only one that got it?—Yes. He gave the other tenants 10 per cent. on the May gale, 1879, and 15 per cent. on November gale, 1879, this is what Mr. Lecky calls 25 per cent. on the year's rent, and he said, "I told my agent to give you 25 per cent.," for which I thanked him, and said, that was as much as any landlord had done. "Oh," said the agent, "didn't you authorize me to give 10 per cent. on one half year's rent, and 15 per cent. on the other, provided they paid their rent up to the day, and that was not 25 per cent., only 12½." Having expressed satisfaction with the Ulster tenant-right, Mr. Lecky said he was one of the valuers, and there was not a single appeal against them. I said—"You and the gentlemen who were with you here must have valued the land conscientiously, otherwise the people would not be in the state they are in now, for every tenant seems to be comfortable and industrious." This was in the tenant-right country in the North. It was a comfort to see it. Then he said he would consider about the 25 per cent. I wrote to him on the 17th April to know his consideration—what he was going to do with regard to myself, and he never answered, but he sent up his agent on the 5th May, and the agent spoke to me about the rent.

I said—"I will not take 15 per cent., didn't the landlord tell you in my presence that 25 per cent. over Griffith's valuation was a fair rent, and he told you also to give 25 per cent. to the tenants as an allowance. I will accept one or other, and I will not pay you unless you take that from me." He would not, and I sent him a cheque for the amount of the rent.

17984. That is 25 per cent. over Griffith's valuation?—Yes.

17985. And he has taken that apparently for his rent?—Yes. I sent him a cheque on the 17th May, saying if he did not accept it as a fair year's rent to send me back the cheque. He took the cheque, but he did not make use of it until July. He did not send me a receipt until that date, when I wrote a letter on the matter. I wrote saying—"I am sure you forgot to send me a receipt," and he wrote saying it had escaped his memory, and he now sent me a receipt for my rent.

17986. He yielded to that?—Yes; but he only allowed the other tenants 15 per cent.

17987. Are they paying as high in proportion as you are?—Yes. I want to speak of the case of my uncle, George Clarke, who is eighty-two years of age. In 1856 the landlord came to see his property, and he sent up his brother and Mr. Smith. They walked the land and saw what it was—that it was greatly improved, and my own the same way—and what was the result? He put on 17s. 6d. upon me for it. It is very light subsoil. I have improved it greatly, and built upon it. My uncle has reclaimed about ten acres which were covered with furze when he got it. He has built houses that could not have cost less than £500; it is a dwelling-house of two stories high, with a barn and a straw house and carhouse. The houses are slated. He has a shed that would contain forty head of cattle, slated also. He built a cowhouse that he can put ten head of cattle in, and slated it.

17988. All at his own expense?—Every bit of it.

17989. Has he a lease?—No lease.

17990. All that was done before the increase?—Yes; all before the increase, and when the landlord saw all this improvement, I suppose he took advantage of it. My uncle was seventy years of age then, and he is now eighty-two, and his son (William Clarke) died leaving four children, the eldest of them fourteen years of age, and the youngest eight. His farm was in the landlord's possession, and how are these children to live on land that has such a rent as that on it. It grieves me to think of it. [Witness began to cry, and was unable to proceed for some time.] The rent is £83 and the valuation is £43. There are thirty-four acres of land on William Clarke's farm, and how many on the old man's I can't exactly tell.

17991. How was William Clarke's rent fixed?—It was by agreement.

17992. He offered to pay that money?—Yes.

17993. When did he get it?—In 1856.

17994. At the same time as the rise was put on all the lands?—Yes; he got it immediately before that. There is no house built upon the new land William Clarke got, and he charged him this big rent upon the whole.

17995. They are practically one farm?—Now they are, and what is the greatest thing we complain of is to see all that money laid out, and an old man, eighty-two years of age, leaving these little children, who cannot live upon the land.

17996. Mr. SHAW.—The rent would be high enough taking in all the improvements?—Yes. The former rent would be a fair rent.

17997. He is charging for the improvements?—Yes, instead of encouraging the man; he cannot leave his money in the place, and he will get nothing for it. The landlord told me, can't he sell it, but it is double its value, and no one will take it.

17998. The O'CONOR DON.—Do you think it would

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—
Mr. James
Kilroe.

be fair at twenty-five per cent. over Griffith's valuation?—I could not honestly complain of it at that.

17999. You would be satisfied with the same reduction as he has made in your case?—Yes, I would be satisfied. There are a great many people have great cause to complain, and it is the great cause of all the disturbance there has been.

18000. Mr. SHAW.—Why don't they try to get it reduced as you did?—I had to pay the rent up to the very day in order to get the reduction. If he got the land for nothing my uncle would not be able to pay up to the last day that way.

18001. The O'CONOR DON.—Isn't this land along the river Suck?—Yes.

18002. Were any of these tenant's lands taken for the drainage?—Yes, some of them; and there is no great real rise on them. They were all paid compensation by the drainage board for their weir and for the piece of land taken from them.

18003. At what rate were they paid for the land?—I could not tell exactly, for I don't think it was ever measured, but my piece was measured.

18004. Did you lose any land?—Yes, I did. Mrs. Blakeney is the landlady, and Mr. Smith is agent. About half an acre and half a rood was taken off me, and there was £39 paid for it.

18005. You don't know the annual value that was put upon it?—No. I was paying 40s. an acre. It was a piece running beside the river, but it was never flooded although the river runs opposite it, in consequence of the great fall at Castlecoote. There was a rapid fall down to Kenny's weir, and the water never came upon my land.

18006. But the land was wanted as a spoil bank by the drainage board?—Yes. The whole plot will be taken from me. There are about 2½A. of land in it. Mr. Lynam told me to get it measured. There is an agreement written by the secretary that I was to be paid the same proportion for the remainder of the plot if it was required.

18007. Were the other tenants paid at the same rate as you?—Yes.

18008.—You don't know how much it was an acre?—I do not.

18009. Have all the tenants paid their rent this last year?—I think there is a year's rent due on them all.

18010. Is Mr. Lecky the only landlord in that district of whom complaints are made?—There is Mr. O'Rorke, but I don't see any of the tenants here.

18011. Do you know anything about them yourself?

—Yes. I was a tenant there myself in Captain Mitchell's time.

18012. How long ago is that?—About twenty years ago. Here is the notice to quit served on me. I got that farm of land for two years at 16s. an acre, and when I had it about half a year, there was a piece of bottom he wished me to take, and I said I would not take it at all, and he got angry with me, and my uncle said it was better be on terms with the landlord and take the piece of bottom, and I took it half a year after I got the other farm, and I was putting manure from Castlecoote to Lisnavilla, two miles off, for two years, and I had as fine a crop of turnips as ever you saw, and I had potatoes after and clover two feet high, and he handed me a notice to quit when I paid the first half-year's rent for the bottoms, and I asked him what was that for, and he said, I am going to raise the rent on all the tenants, and I am going to raise it on you. "It can't be possible the land I got from you two years ago you are going to rise now?" "Oh, I am," he said. I went up to settle the rent in October, and two days after I settled the rent I got this notice to quit. I did not go up until May, and he had the land which he gave at 10s. an acre doubled, and put 4s. on the upland. That was after I had put manure on it for two years, and the same rise is on it from that day to this.

18013. It has not been raised since 1857?—No. He advanced it at that time, and they all complained of it. I gave it up, and he divided mine amongst the tenants.

18014. At the same rent as he was charging you?—Yes; and if he did not rise it since I am sure it is not less—it was never lowered, if it is not raised. It is a dangerous thing to have a landlord like Mr. Lecky next a landlord like Sir Charles Coote.

18015. Mr. SHAW.—They are all satisfied with Sir Charles Coote?—Every one.

18016. And they would all be satisfied with the land at the Ordnance valuation, and they are paying their rents well?—I think Mr. Holmes will get every farthing due belonging to Captain Goff to Sir Charles Coote's heir, Lord Crofton, and Mr. Caulfield. There is no dissatisfaction at all in these cases.

18017. The O'CONOR DON.—Has he made no abatement?—He has given them 4s. last year, and I don't know what he is going to give this year.

18018. And they all paid last year?—All that were able. Any one Mr. Holmes has to deal with are quite satisfied.

Mr. JOSEPH DOWLING examined.

Mr. Joseph
Dowling.

18019. The O'CONOR DON.—You live at Kilruskey?—Yes.

18020. That is about four miles from Roscommon?—Yes.

18021. Mrs. Digby, of Drumdaff, is your landlady?—Yes.

18022. You have no complaints to make of her?—Decidedly not.

18023. She allows free sale to the tenants?—It is usual on the property.

18024. And the tenants are generally satisfied with their landlady?—They are. Although there is some of the land bad, still the rental of the property is only £10 over the valuation.

18025. Do you know anything about the neighbouring townland of Cooltigue?—Yes.

18026. That is Mr. Goodall's property?—Yes.

18027. And the agent is Mr. Allen?—Yes. I think the valuation is £268 14s., and the rent of the property is £431 10s.

18028. When was the rent altered?—The time Mr. Goodall purchased it—something about fifteen or sixteen years ago.

18029. Who was the former owner?—Mr.

Blakeney. The old rent was £308 12s. in Mr Blakeney's time.

18030. Mr. SHAW.—The tenants have been able to make no improvements?—No; many of them are in a state of beggary. I am a member of the Relief Committee, and they are getting relief for the last eight months.

18031. That is chiefly owing to the bad times?—Yes; and the high rents. There is £408 deposit that the tenants are getting no credit for.

18032. He adopted this system of deposit with all the tenants?—Yes.

18033. How were they going on before the bad times?—They were in a better state.

18034. The O'CONOR DON.—You say that from 1855 down to 1866 the tenants were forced by threat of eviction to submit to high rents?—That is right.

18035. You have a list of the tenants?—Yes. (List produced.)

18036. Do you undertake that this list is correct?—Yes.

18037. These are Hollywell tenants?—Yes.

18038. We have had them here ourselves?—Yes, I know you had. Of Mr. Hudson, of Fairmount, I would like to say something.

18059. Where does he live?—On the property at present.

18060. Have the rents been raised there?—Doubled within six years.

18061. Within the last six years?—£300 and odd pounds was the rent six or seven years ago. It belonged to Mrs. Lyster, and now the rent is £600 and odd.

18062. You know that of your own knowledge?—Yes.

18063. Are the tenants able to get on?—They are in a state of beggary. There were three ejectments served at last sessions.

18064. They are small tenants?—Middling fair, twelve or fourteen acres. It is four and a half miles from town.

18065. What is the rent per acre?—There is a great deal of moor and mountain on it.

18066. Waste land?—Yes; between bog and mountain and all it cannot be less than 28s. an acre.

18067. Counting everything?—Yes.

18068. What is the valuation of that?—I think it is very little over the old rent.

18069. Was the rent increased on the dropping of a lease?—No; there was no lease. It was property that belonged to Mrs. Mills. She married Mr. Lyster, and when she died it fell into Mr. Hudson's hands, and when he got it he doubled the rents.

18070. Have they paid that rent?—No.

18071. Did they pay it any number of years?—They objected to it and he brought them to law, and I suppose there is a great deal due at present.

18072. Mr. SHAW.—They have been paying it for some years?—Yes; some paid it, but they are falling back.

18073. And you think the rent is excessive?—I am sure it is. There is one widow woman and there is an eviction against her; her rent sometime ago was £12, now it is £18.

18074. Did she pay the rent?—She paid it for a few years. I think it was a year and a half's rent that was due.

18075. Were there any evictions?—There were three, but none of them are carried out. They were threatened, and there was an indignation meeting there some time ago; the day the Sheriff was coming, and he did not come.

18076. And there were decrees taken out?—Yes; in three cases.

18077. They had pretty good crops this year?—No, sir, the potato crop is very bad. I had men digging potatoes yesterday and they were hardly worth digging. They were small and black. I got Champions from Mr. Hynes and they were not worth the money.

18078. The O'CONOR DON.—Did you get any Champions from the Union?—No sir.

Mr. DENIS O'BRIEN examined.

18097. The O'CONOR DON.—You are a tenant on Mr. Dunne's property?—Yes.

18098. Where is that?—At Rockfield, three miles from the town. I hold forty-seven acres, under lease made about sixteen or eighteen years ago, for a life or twenty-one years.

18099. Did you previously hold under lease?—I succeeded my father, who obtained a lease under the title of Richard Malone, landlord, in 1820.

18100. He lived in the county Westmeath?—Yes.

18101. Then, on the expiration of the lease of 1820, you took out a new lease?—It was not really so. Before the lease expired, I had to take out a new lease; the estate was in Chancery, and Mr. Edward M. Dunne, the receiver, was receiving rents for nine years before the lands were sold. Then his brother Charles became the purchaser. The rent then paid to the landlord was £12 2s. 4d. Then, after the purchase, he refused that rent, and said, unless I paid him £50, he would not take any. He said the life in the lease was expired, of a brother of mine who went to America.

18079. You are above the valuation?—I am. I did not apply for them. There is another townland I wish to mention, but I would not wish the landlord's name to be given. The land was sold in the Encumbered Estates Court 23 or 24 years ago, and it was purchased by the father of the present owner. The rental was raised immediately before the sale to £78 16s. 10d., and after purchase the rental was raised to £130 11s. 0d. That is 65 per cent. beyond the old rent.

18080. When was that increase put upon it?—A year or two after he bought it. One man whose valuation is £18 pays £33 10s. rent. His old rent was £19, and the valuation of the whole townland is £87 15s.

18081. What sort of land is it?—Some of it is very good—more of it is mountain.

18082. Have the tenants been paying these rents since the time it was raised?—They have, up to the last two years. They were not able to pay, and they are not able to pay for what they eat, which is worse. I have a right to know that.

18083. Mr. SHAW.—You are in business?—I am.

18084. The O'CONOR DON.—Are they chiefly small tenants?—They are not so very small—£33, £10, £8, and so on.

18085. Are they all resident tenants?—They are.

18086. And have nothing else to depend upon?—Nothing in the world but this land, not a single half-penny.

18087. Have they any waste land attached to their holdings?—Not a perch; every inch of it is measured.

18088. Was there any abatement made last year?—I think there was 4s in the pound in one half year's rent, but in Mr Goodall's property not a penny.

18089. Were there any ejectments or evictions?—There were ejectments against all, but not evictions.

18090. Did they settle?—They did—they settled.

18091. Was this a case that appeared in the public papers?—It was; it was one of the hardest in the whole country.

18092. It was the case in which the priest, Father O'Connor, interfered?—Yes, it was; and he gave me a list which was prepared for him at the time.

18093. The rents and the valuations cannot be disputed?—No. These are real facts.

18094. Do you know what was the arrangement come to by the tenants—was there any permanent reduction made?—Not a penny. They got 4s. in the pound abatement.

18095. Did they pay upon that?—I think some paid half a year's rent with costs. That was as much as the best of them were able to pay.

18096. Were the costs much?—I think they charged them about 50s. in each case.

There was a man in this town, still living, who happened to be out in America two years before, and, when the land was going to be sold, he was able to inform me he was speaking to my brother in America, and that he was living there in health.

18102. He was speaking to your brother?—Yes?—He is George Fannon, a very respectable merchant in this town. That very man was able to make an affidavit before a master extraordinary; and I sent it to Dublin, and it was tried there two or three times, and the lease could not be broken. However, he did not care for that; and he said, if I did not do that, he would not take the rent from me, and he said he could get a man for half-a-crown to swear the life was dead. "But, at the same time, although I am going to charge you this rent, I will give you a place equally valuable." I had a mill on it, and used to bruise corn for the country. He said he would improve the place in such a way as that it would be equal to the rise; that I had good water power; that he would be taking no rent; that he would be giving me money

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instead of taking it from me. He refused any rent from me at the time, and I went to work at that; it was considered better than going to law. I sent to Galway, where there was an eminent millwright, to give estimates how I would carry on the improvements at the place, and instead of the old works, I renewed them with permanent works with metal wheels, and threw out the old wooden wheels; I expended at least £200. In some short time after, when he saw I was going on in this way, he called on me for the rent.

18103. For £50?—Yes, and I paid him all through since.

18104. Did he give you a new lease?—Yes; he sent me a lease of surrender, and, in the course of some time, because I was not inclined to consent, he gave a lease. I could not depend on him, fearing he would throw me out entirely. I said: "I often heard persons say it was an extraordinary thing to double the rent, but this is over four times the rent;" and I thought it was dangerous, after expending my money, not to get a lease, lest he would take advantage of my not having title. I did that, not having title. I was well known in this town to have very good capital; but the times got bad for the trade I was at. Foreign grain came in, and the trade in the mills failed, and I was greatly disappointed and grieved by it.

18105. The mill did not turn out the same value as it was?—No, it did not become one-tenth of the value that it was.

18106. Are you paying the same rent up to the present?—I am, but I am in debt.

18107. Mr. SHAW.—What is the length of the lease?—A life or twenty-one years.

18108. Is the life young?—The life is a son of mine, named Thomas O'Brien, still living.

18109. Did you take any other lands besides?—I did. At the time Mr. Dunne was receiver, on the sale of the property, I took the holding from a man named Owen Egan. He became embarrassed and sold his title in the holding, and at a loss. I wrote to the receiver to know if he had no objection to my taking Egan's place. He wrote back saying he had not, provided I paid the three half-years' rent. I paid Mr. Dunne three half-years' rent, and I paid him the running gale—that was four half-years' rent—and I paid Egan £35 for his interest.

18110. How many acres were there?—Ten acres or thereabouts.

18111. In the course of four or five years he took this from you?—Yes. Egan owed poor rate and county cess, and I paid all that was due on the land, and I had manured and prepared the land, and done a good deal to it. When he became purchaser he told me also that Michael Egan, nephew of this Egan I took the land from, had enlisted in the army some years before that. I never heard of his death, but he said I should give up the land, and he gave it to another favoured man.

18112. Why did you give it up if you had a lease of it?—I could not know whether the man was dead or alive, he enlisted. I gave up the farm, and he

gave me in return a piece of land—about twenty-six acres—that belonged to a man named Dwyer, from Tuam, that he put out of the place. He sold Dwyer's crop, and did not give him a sheaf of it for his own use. It was a very poor place, and I am in the habit of sowing con-acre, but this man's they told me was not worth 2s. 6d. an acre. There were three or four acres of one end bad waste land, and he surveyed the whole land, and charged equally for good and bad. He brought in all good and bad at £1 an acre of land that used not to be charged in the former lease at all, and there were six acres in the old lease not measured or charged but he measured it all.

18113. When was that done?—When he purchased the lands.

18114. When did he purchase?—Twenty-five years ago, I think. I did not take the lease until I was afraid he would take me short after expending my money, thinking that the times would not turn so bad, and I would be able to pay sooner than be driven out. I did not expect any remuneration from him all the time, and instead of what he promised he never gave me a shilling or anything up to this day. His words were, "It is not money I will be taking from you. I will make your place worth the rent I am overcharging you." That is he thought that by making improvements in the construction of the place he would make it equal to the rent, but he did nothing of the kind. He never gave me a halfpenny.

18115. You did everything yourself?—Yes.

18116. And got no allowance?—No. I built a dwelling-house, forty feet or forty-five feet, with fourteen feet clear inside, and I built it all, and it cost me, at least, over £100. I built kilns also, and threw down old ones, and put in iron beams where the corn is dried instead of wooden beams. They used to be drying corn on straw beds, but now I do it on a more expensive scale. I put in iron beams and got some wire, which cost me, at any rate, a year's rent for the two kilns. I did everything in fact that would enable me to pay the rent. I did not like to leave the old place.

18117. With regard to the second farm you took, you did not get a lease of that also?—Yes; it is coupled with the mill holding.

18118. It is all in one lease?—Yes. The chief part of the rent is upon the mill.

18119. And not on the land?—The chief part is on the mill. The total rent is £76 5s. 10d. I pay half-yearly, £38 2s. 11d.

18120. If you had not taken out a lease of the mill I suppose you would have given it up under present circumstances?—It would have been better to me perhaps than £1,000, for I am paying from that to this for the mill. The old rent would be sufficient if I had to keep the place in repair, still there was no earning. The times changed, people depended on the foreign grain, and they used to be obliged to sell their corn, and buy much cheaper food, that was what they thought most to their advantage.

Mr. John
Doorley.

Mr. JOHN DOORLEY examined.

18121. Mr. SHAW.—You live near O'Brien?—Yes, next door to him. My former rent was £14 1s. 7d.

18122. How long ago is that?—At the time the land was purchased, twenty-five years ago, and my present rent is £19 11s. 2d.

18123. That was raised after the purchase?—Exactly.

18124. At one time?—Yes at one time.

18125. How many acres have you?—39 acres, 3 roods, 3 perches.

18126. Is the land better quality or worse than Mr. O'Brien's?—There is part of it not worth sixpence an acre.

18127. Is there half of it good land?—About half

of it. I am paying £1 an acre for what is not worth sixpence an acre.

18128. You are paying £1 an acre all round?—I am, and part of it is not worth sixpence.

18129. Is it far from town?—It is four miles out.

18130. You think the rent excessive?—I do.

18131. You have been doing all the improvements yourself?—Yes.

18132. The landlord never allowed you anything?—Never one farthing.

18133. The O'CONOR DON.—Are there many tenants on the estate?—There are.

18134. Are they all paying at the same rate?—Yes.

There are two townlands—Rockfield and Clooneenbawn—that are not so bad as we are.

18135. Mr. SHAW.—Have you paid your rents every year?—Yes, every year.

18136. When did you pay the last rent?—I paid up to May last. There is a running gale.

18137. You paid the rent always when demanded of you?—Yes. Oct. 21, 1880.

18138. Who is the agent?—He is a new agent from Dublin or Bray, I think. Mr. John Doorley.

Denis O'Brien.—I sent half a year's rent to this agent. He is Mr. Henry F. Findlay, Brittas, Queen's County.

Mr. JAMES GLANCY examined.

Mr. James Glancy.

18139. The O'CONOR DON.—You are a landowner and magistrate of the county Roscommon?—I am.

18140. You live at Enfield, near Castlereagh?—Yes

18141. You are a large occupier of grazing farms?—Yes.

18142. How many acres are you altogether connected with?—2,500 Irish acres.

18143. That includes your property as well as your farms?—Yes; part of it is let to tenants, about 400 acres is let to tenants, the rest is in my own hands.

18144. Have the tenants a right to sell their interest in their holdings in your district?—Yes.

18145. Do you allow it?—I do.

18146. Are the sales increasing or decreasing?—There are very few sales in my neighbourhood. They are rather on the increase.

18147. What is the average number of years' purchase given for the tenants' interest?—About four years' purchase is what I know myself. That is what I give myself to tenants going out.

18148. Do you purchase from the tenants?—Yes, I purchased from two who were going to America.

18149. You don't allow them to sell?—Yes, but they were offered that, and I would rather take it myself. I gave them what they were offered.

18150. Mr. SHAW.—They were not going out in distress?—No, they were going of their own accord. Their friends in America paid their passage. One man had 2½ and the other 2 acres.

18151. The O'CONOR DON.—Do you think the rent is affected by this custom of sale?—No, my experience is that they are nearly the same in my neighbourhood for the last twenty or thirty years.

18152. You have not altered the rents on your property?—No. I bought in 1862, and I did not alter the rents since, except in one case.

18153. You purchased your own property in 1862?—Yes, and I did not make any change in the rental.

18154. So far as your experience goes, you think plenty of the proprietors have acted in the same way?—Yes.

18155. There has been no raising of rent latterly?—No.

18156. Are leases common?—Yes, most of the large grass farms are held on lease.

18157. What is the usual term?—The term is thirty-one years. I have some leases for my own life and lives; leases lately were for thirty-one years.

18158. Since the passing of the Land Act, thirty-one years is the usual term?—Yes.

18159. Are there many covenants in these leases of a restrictive character?—No. There are the usual covenants against subletting or assigning without the consent of the landlord.

18160. Are fines common on granting leases?—Sometimes. I paid one myself to Lord Crofton, but it reduced the rent—the interest was calculated and so much taken off the rent in consideration of the fine given.

18161. For what term was that lease?—During the Duke of Connaught's life.

18162. Do you think the tenants are anxious to obtain leases?—On my own property they will not take them.

18163. They think they are better off without them?—They think they have more claim under the Land Act without a lease.

18164. Has that feeling been observable more since

the Land Act?—They were very anxious to get leases before the Land Act.

18165. With respect to the tenement valuation, do you think it is a fair standard for rent?—I think it is very uneven. In some places it is quite sufficient, and in other places it is not enough.

18166. You don't consider it uniform?—I know myself that land valued at £1 an acre is worth £3, and land valued at the same is not worth more.

18167. Do you know a case that exemplifies that?—I do. I know land on my own estate that is valued higher than the best land in the country that is double its value. I know that of my own knowledge, for I apportioned the parish in the Ordnance valuation. I had the valuation of every field before me, and I know in apportioning it it was not at all a fair valuation, nor anything like it.

18168. You found some of the best fields lowest valued?—Yes, lower than the bad fields. The highest valuation in Ballintubber is a field of mine, and it is not half as good as other lands in the same neighbourhood.

18169. They have changed since the valuation?—No. They valued the land by digging up the soil, and wheat was the great standard then; and in my neighbourhood good grass land is more valuable.

18170. The O'CONOR DON.—What would you say is the general proportion of rents over valuation in your district?—Excluding grass farms, which are peculiar, I think the rents on the large estates are about equal to Griffith's valuation. On large estates where no alteration was made, but in all new lettings they charge 20 to 25 per cent. more. On most of the large estates there are no changes made; they hold at the old rents, which are about the Government valuation.

18171. Your own rent has not been changed since 1862?—No.

18172. Mr. SHAW.—When you took a new lease the rents were changed?—Yes.

18173. Were they increased generally?—No, they were not. I took a lease from Lady Johnson two years ago, and she let me the land again at the same rent, and it is at the Ordnance valuation.

18174. The O'CONOR DON.—That is for grass land?—Yes.

18175. And of a very good quality?—Yes; 25s. per Irish acre; but that is rather exceptional. She wishes to retain her tenants.

18176. Mr. SHAW.—Have you any other case where you got a new lease?—No; all the other leases I got, I think, twenty-five years ago.

18177. The O'CONOR DON.—What improvements are generally made by the landlords?—Arterial drainage, and thorough drainage in some cases, and road making.

18178. Has there been much done that way by the landlords?—Yes.

18179. Have you done anything yourself?—Yes. I got a loan of £1,000 from the Board of Works, and I spent it on some of my tenants' lands, and some part on my own land, and I have been always improving the land, but it is principally the land I hold myself.

18180. Do you make any allowance for building, or give any assistance?—No; they live in the houses they always lived in. I did not make any change since I got them.

18181. Do you think the Land Act has checked

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improvements by the landlords?—Certainly, by the landlords. I know men who used to give the tenants gates, and they are lying there now; they used to build piers for the gates, and piers that were partly built when the Act was passed are so still; the tenants would never finish them.

18182. Although the gates were there?—Yes. The piers are there and the gates are there still.

18183. Are the gates there still?—Yes, lying there. The landlords before that always improved more than at present.

18184. Have the tenants been improving much since the Land Act?—I don't see there is much difference.

18185. Have there been any sales to tenants of their holdings?—There were some large sales. My brother bought, and John Flynn and others bought large places, but none of small tenants.

18186. Was your brother a tenant?—Yes; he bought by private contract; he had a lease of the land, and he purchased it by private contract from the owner.

18187. Did he find any difficulty in carrying that out?—He did; he wanted to get the money from the Board of Works, and they would not give it unless he got a Landed Estates Court title, and that would take nearly a year, and he was obliged to do without the loan.

18188. Rather than incur the expense, and owing to the delay?—Yes. There are two or three other sales. Flynn bought his place in the Landed Estates Court, but these were men in good position and had capital to spare.

18189. Did they take up loans from the Board of Works?—My brother could not get a loan from the Board in consequence of the delay in getting the Landed Estates Court title.

18190. Do you think a majority of the tenants would be able to pay a certain portion of the purchase-money if the Government advanced the rest?—I don't think they would. It would take away the working capital from them, and my idea is, it would not improve their circumstances. It would take away what they had to stock their lands, and if they borrow from the banks they are in a worse position.

18191. Mr. SHAW.—There are some large men who have money saved?—Yes; men of that sort could buy, but the ordinary small tenants would be in a worse position, for it would take away the capital out of their farms.

18192. The O'CONOR DON.—Is there much reclaimable waste land?—Not any in my neighbourhood.

18193. Mr. SHAW.—There are plenty of bogs?—Yes; but they are perfectly irreclaimable unless they are cut away. Cut-away bogs are reclaimable, but you must cut away the high bogs. If not, and you put a heavy surface on them it will sink.

18194. Doesn't it pay to cut it as turf?—Yes, and it is very valuable when cut away, and it gives very good crops.

18195. The O'CONOR DON.—The cut-away bog is reclaimed gradually by the people themselves, and tilled in small quantities?—Of course it must be in small quantities, for there is only a bit cut away each year.

18196. You don't think any large reclamation would be possible in the district you are acquainted with?—No. I saw it tried on Mr. Pollock's property, and it went back to the bog again. The clay sunk through the light soil.

18197. With regard to the provisions of the Land Act in regard to large pasture farms, have you any observation to make?—I am the holder of large farms, and in my neighbourhood shelter is very much required, and if the large tenants had a claim on the expiration of a lease for money laid out in permanent improvements there would be a great deal more done.

18198. Mr. SHAW.—Only for actual permanent improvements?—Yes.

18199. You would not give them anything for disturbance?—No.

18200. They do nothing to the land as land?—No, but they should be paid for fences, and dividing it, and so on.

18201. They get it in grass and keep it in grass?—Yes.

18202. The O'CONOR DON.—You think shelter is very much wanted?—Yes.

18203. And if they had a claim for planting and dividing the land you think they would plant it?—Yes; and it would be very much more productive.

18204. Make it into fields?—Yes; some of the lands are 150 acres and 100 acres together without division.

18205. That will not feed as much stock as thirty or forty acres divided by hedges?—No. It never has been divided. Common grass lands I am better acquainted with than the other.

18206. Have there been any evictions on your estate?—No.

18207. You have had no cases in the Land Court?—No.

18208. Mr. SHAW.—Your land has never been tilled at all?—No.

18209. It is natural grass?—Yes; they have been held for the last hundred years as grass farms.

18210. Your tenants' land is tilled land?—Yes; they till very little. I have tenants who only till an acre out of thirty or forty acres. The land is very bad for crops. They won't ripen. One man tills about half an acre.

18211. The O'CONOR DON.—The tillage has been going out amongst even small tenants?—Yes, entirely. Cattle and sheep pay them better.

Mr. Farrell
M'Donnell.

Mr. FARRELL M'DONNELL examined.

18212. The O'CONOR DON.—You are a landed proprietor?—Yes, about £1,300 a year.

18213. And you are also a merchant and trader in Roscommon?—Yes. I farm about 300 acres.

18214. Have you any particular case that you consider a case of hardship to bring before us?—I am not individually going to make any pointed case against any party, but generally to speak on the subject.

18215. You consider town property should be protected in the same way as any other in the country?—Yes; and I will mention a case to show that. About 1855 I had some money transactions with the late Mr. Michael Greally, of Roscommon, to the amount of about one hundred pounds, and as he was unable to pay me, he assigned his interest to me of a house and garden, in the town of Roscommon, subject to ten

pounds yearly. But it being in a ruined condition, and without offices, I could not get a good or a respectable tenant, until I improved it. I built a kitchen and slated it at an expense of about £60. I re-roofed the house, at an expense of about £40; boarded rooms, at an expense of £20; built an office two story high, and slated it at an expense of £60; fine of house, £100; altogether amounting to, £280. The lease terminated at November, 1879, the landlord, Mr. Moriarty, declined to recognise any claim in any shape, except that I might tender as any other person. I declined to do so. I therefore submit this outline to show the course some landlords adopt in Ireland. They have improved their property by the labour and expenditure of the tenants, and generally denied to tenants all right to compensation for improvements. Since the Gladstone Act of 1878—

1870 passed, there is some protection given to tenants on lands, but none for building houses in towns. I may add that it is most essential for the welfare, peace, and order of all classes in society, that some plan shall be adopted to adjust the relations between landlords and tenants; every speculation and pursuit in Ireland is secured, except the occupancy in land. The lawyer, the solicitor, the doctor, the apothecary, the mercantile man, the broker, the jobber in cattle, all have their industry secured. The tenant farmer alone remains unsecured in his industry and outlay. Some security in the tenure of land, and the prevention of illegitimate increases of rent and confiscation of improvements made by the tenant. I offer these remarks, as one who has long experience as a mercantile man, and has expended large sums in building, and acquiring landed property, within the last thirty years. It is customary with some landlords or their agents, when tenants become indebted to mercantile men for building materials and other items, to shield the tenants, and thereby prevent the traders from recovering lawful debts, whereas if the interest in the lands and buildings were not shielded by rents due, creditors would get their debts paid or a fair proportion. I am aware such cases have occurred in the country and lately. Traders should be protected against such transactions, and placed in a similar position with landlords.

18216 Mr. SHAW.—You don't complain of your own rents being too high?—No. The lands I hold are held for the last hundred years, and no change has been made; but all landlords cannot be put on the same level as Lord Essex. I set lands in 1854, and I did not change the rent. I set lands in 1856, on which I had expended £1,500 in improvements, and I did make a change in that, to which I was entitled, but I consider that no landlord who has not given grants to his tenants to improve their land, or improved it himself, has any right when the land is improved by the occupying tenant to put an increase on it. I believe if a man takes land at 20s. and makes it worth 30s. he has a right to be protected by the law of the land. His industry is as much invested in that as the rich proprietor's money in his estate. Security should be given, and if that security is given, I believe that

peace, order, tranquility, and prosperity will reign in Ireland. Oct. 21, 1880.

Mr. Farrell
M'Donnell.

18217. The O'CONOR DON.—You think the landlord should be put on the same footing as to rent, as the trader to whom the tenant owes money?—Yes, after twelve months they should be on equality.

18218. You would give the landlord one year's rent and no more?—Yes.

18219. And is not that the case at present?—Yes, but the landlord can evict for two years' rent; I know several cases. In one case where one man owed me £60; I was offered 2s. 6d. composition, but that has not been paid yet. The land was good, and if the man's interest could be realized, it would give 10s. to every man.

18220. Did these men continue to hold their lands?—They have the land yet, the land was ejected by the agent, and transferred to the cousin of the party. After twelve months the landlord should have no precedence. He should be put on a footing of equality with the traders.

18221. If more than twelve months rent was due, do you say the landlord should not have power to eject, and not have more power to recover than the ordinary creditor?—By ejecting he takes all to himself.

18222. You would not give him power to eject if a tenant owed more than a year's rent?—No, I would put him on a parity with other people.

18223. But the other people have no right to the land?—No; I would give the landlord twelve months' rent.

18224. Take the case of a tenant who owed two or three years' rent, would that landlord never have the power to eject?—I don't want to take away legal right to which he is entitled, but if the tenant owed three years' rent, let the landlord deduct out of the assets one year's rent, and let the rest go to all the creditors alike.

18225. You would oblige him to sell the interest in the holding?—Yes. Let him go into the market and let the farm be sold by fair auction. Some arrangement should be made perhaps with the consent of the Government. Something is required to be done to better the relations between landlord and tenant, and the sooner it is done the better for all classes in society.

A. B. examined.

A. B.

18226. The O'CONOR DON.—You are a tenant?—Yes.

18227. About five miles from Roscommon?—Yes.

18228. What is your complaint?—My rent is £8 yearly, and my valuation is only £3 5s.

18229. How many acres have you?—I don't know. It is a bit of moory bog, very wet entirely. Twelve months ago there was a foot of water under my bed.

18230. There is no drainage?—No.

18231. How long are you there?—We are there about thirty years.

18232. When was the rent fixed at £8?—It is about twenty-five years ago. I don't know what it was before that.

18233. Have you a lease of it?—No.

18234. Mr. SHAW.—You think it is too dear?—It is, I am not able to pay it at all.

18235. Were you able to pay it before the bad times?—Stuggling.

18236. It is poor land?—Yes. I have about an acre and a half of upland, and this patch of bog which was all flooded entirely.

18237. Have you any other way of living?—No, sir.

18238. Do you go to England?—No, sir. I be working with the landlord sometimes. I have over seven score days work with him.

18239. The O'CONOR DON.—What wages do you get?—He was giving 1s. 6d. a day this summer to me draining land.

18240. Has he been doing any drainage in your townland?—He has. I am too convenient to his house, and he would wish me out of it entirely, and if he would give me something I would go away. I think if I was out of it he would drain it.

18241. Mr. SHAW.—You are near his place?—Yes.

18242. Where would you go to?—I don't care where I would go. My little boy stole away to England and my daughter to America, and all but one, and if he gave me something I would go away. There was a flood this time twelve months and it was over a foot under my bed, and it was all flooded entirely. The flood was twice this year over the potatoes I am using, so I am perished in it.

18243. The O'CONOR DON.—Are you near the Shannon?—It is about two miles from the River Shannon.

18244. And is it from the Shannon the water comes?—No, it is not. Mr. Mahon made the river pretty convenient to drain his land, and a small shore would make it drain my land too.

18245. Mr. SHAW.—Did you ever ask him for anything?—I told him to put me out, and he said "Would you like to be transported as you were before," and I said, "Yes, and if there is a vessel going two miles further away I will go in it."

18246. The O'CONOR DON.—Have you paid him last year's rent?—I think I paid him in labour. I have seven score days in with him this year and last year.

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18247. Mr. SHAW.—That is the way you pay the rent?—Yes. I have a receipt for the year before. I had a bill in the bank, and I had to pay it after a long struggle. The man who went bail for me kicked up against me.

18248. It must be an unhealthy place to live?—It is,

to be sure. He wants it for himself, and I would have to go to the workhouse.

18249. The O'CONOR DON.—I suppose that could hardly support you if you had nothing to pay for it at all?—No, it would not last year. There was a yard of water over the crop last year.

Mr. James Mullaley.

Mr. JAMES MULLALEY examined.

18250. The O'CONOR DON.—You are a tenant at Lisagallin, about three miles from Roscommon?—Yes.

18251. You hold under John Patrick Conroy?—Yes.

18252. Is he a middleman?—Yes, he bought it from Mr. Booths in 1874.

18253. Did he increase the rent when he purchased it?—He did. He got it surveyed, and increased the land that we had, and made us pay for more than we have and more than we ever paid for.

18254. The former rent was £5 3s., and now it is £6 8s.?—Yes.

18255. What is the Government valuation?—18s. 6d., an acre, and there are three houses on it—£4 15s. altogether. I had three and a half acres and twenty-perches formerly, and he makes it now four acres. I am a carpenter by trade.

18256. And it is by your trade you live, I suppose?—It is.

18257. You could not live on this land?—No. I am a loser by that.

Mr. Michael Mills.

Mr. MICHAEL MILLS examined.

18258. The O'CONOR DON.—You hold four acres at £6 8s. from the same landlord, at the same place?—Yes. I never paid for four acres until he measured it.

18259. Mr. SHAW.—He made it grow a bit?—Yes. He put on 6s. an acre. My valuation is £5 5s.

18260. You built a house on it?—Yes, a dwelling-house and barn. I have no other way of living.

18261. The bad years gave you a squeeze?—Yes.

18262. Is the land near Cloverhill, where Mr. Conroy lives?—Yes, it is all the same place.

18263. It is quite close to the land he holds himself?—Yes, it is the same land. Rev. Parson Cleaver, of London, is his landlord. He has raised it to 32s. an acre. He bought it for £3,300 himself, and he had £600 of that. So he said to himself I will make each of them pay so much.

18264. Are there many more tenants besides yourselves?—Yes. This is a list of them—

LISGALLEN.—Estate of JOHN PATRICK CONROY, Middleman under Rev. Mr. CLEAVER, of London.

Tenants.	Present Rent.	Former Rent.	Government Valuation.	Acres.	Observations.
	£ s. d.	£ s. d.	£ s. d.	A. R. P.	
James Mullooley, . . .	6 8 0	5 3 0	4 15 0	{ 3 2 23 }	Three houses, valued at £1 5s.
Michael Mills, . . .	6 8 0	5 0 11	5 5 0	4 0 0	Paying a fine of £12 sterling
Pat Raffthery, . . .	8 0 0	6 10 0	5 15 0	5 0 0	Paying a fine of £25 sterling.
Pat Geenoy, . . .	8 0 0	6 10 0	5 15 0	5 0 0	Paying a fine of £15 sterling.
Peter M'Guinness, . . .	2 7 0	1 15 9	2 5 0	1 1 20	Paying a fine of £7 15s. sterling
Widow Igo, . . .	5 12 0	4 2 8	4 0 0	3 2 0	
Pat Walsh, . . .	11 0 0	9 14 3	6 10 0	6 2 0	

18265. Did he raise all the rents in the same way?—Yes, I paid £12 5s. when I went in before he came.

18266. That was under the previous owner?—Yes, under Mr. Booth.

18267. And the other tenants' rents and valuations are as is stated in this return?—Yes, and they paid the fines opposite their names.

18268. When Mr. Conroy increased the rent on you did you object?—We did.

18269. Did he serve you with a notice to quit?—No, we had to comply sooner than quit.

18270. You had only to take it or go out?—Yes, and when he sees it properly fenced in now he would wish to have it to himself. He says he wishes he had 100 acres at the rent. You can't expect much good from a middleman, but if you have a gentleman to deal with. It is a mistake of the sort to give these men the land for they rack-rent them. It is not the head landlord that does the harm, but the middlemen, these money borrowers and land grabbers. The people have

no claim against the head landlord. If people were under The O'Conor Don they would have no reason to complain.

18271. The O'CONOR DON.—Did Mr. Conroy get any loan for the purchase. Yes, he had to borrow £1,700 from the Board of Works.

18272. Mr. SHAW.—Are you sure of that?—Yes, I have it from a most respectable man.

18273. Did he get the money from the Government?—I can't tell whether it was the Government or his cousin.

18274. Was he a tenant before the sale?—He was.

18274A. The O'CONOR DON.—Has he done anything in the way of improving the tenants' land?—No that would be the last thing he would do. I hold one acre at 32s. and it only fit for snipe. He has bog and we have to pay for our turf on another property.

18275. Had you a right to the turf before he came in?—Yes, all my lifetime from the Booths without expense.

Mr. LAURENCE KILROE examined.

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Mr. Laurence Kilroe.

18276. The O'CONOR DON.—You are a tenant in the parish of Aghagower?—Yes.

18277. How much land?—I don't know how many acres I hold, but two-thirds of it is waste land. The former rent was £16, and the present rent £25.

18278. Who is the landlord?—Pakenham Mahon.

18279. When was the rent raised?—About 1859.

18280. Were you a tenant then?—Yes.

18281. What is the valuation?—It is valued too high for it is the worst land in Ireland.

18282. Are there many tenants on it?—Yes, there are about 300 acres.

18283. Was it all raised at the same time?—They valued it and raised some. They ran across the best of it, and did not mind the worst of it.

18284. Did they stripe it at that time?—They did not; my rent was £16, and I was compelled to pay £25 or walk out, and I have laid out over £100 in permanent improvements. I would pay him well for it if he left me to live on it.

18285. Were you ever offered a lease?—I was offered it at £16 by Stewarts and Kincaid, and I did not think it worth paying the cost of the lease the land was so bad.

18286. Mr. SHAW.—You would not take a lease?—I regretted it afterwards, I have £189 paid of surplus rent—compelled to pay it or walk out.

18287. Did the landlord ever lay out anything in improvements?—No, I don't live by the land. I am a dealer in eggs and butter.

18288. It is just a convenience to you to live on the place?—If he left me the house I would give him a fair rent and give him up the land.

18289. Is it near Roscommon?—It is six miles from this. My son has a farm outside my boundary, and his rent is £10 10s., and his valuation £7 15s., and it is nothing better, but worse than the land I hold.

18290. Was that raised?—Yes.

18291. At the same time?—Yes.

18292. Was there no objection made?—The last he took from us was at the Ordnance valuation, and we gave it freely, but he came last June to demand

another half-year's rent, and sooner than be quarrelling with the landlord or agent I brought in the Ordnance valuation, and laid it on the table. He would not take it, and I gathered it up and said I would not give more.

18293. The O'CONOR DON.—Did the others refuse to pay?—They had no rent to pay and they did not come forward.

18294. They are very poor?—Yes, and they were not really able to support themselves, but for the charity meal—they were getting relief; the majority on the property were getting relief.

18295. Are they all small tenants?—There are a few large tenants, Mr. Walker and Mr. Giblan, for instance, are large tenants.

18296. Mr. SHAW.—They are more comfortable?—They have all the good land on the property. They are big farmers.

18297. There has been no alteration in the rent for twenty-one years?—No.

18298. They don't hold by lease?—No, sir. Mr. Walker and Mr. Giblan have leases. They are the only leases on the property. I refused a lease, because the land was not worth the £3 or £4, the cost of the lease, but still I regretted I did not take it.

18299. The O'CONOR DON.—I thought Mr. Pakenham Mahon was a very good landlord?—He has rents low, and is accounted very good about Strokestown; but the land is very good there. The land at Aghagower is all furzy, heavy, rocky land.

18300. It would be very hard to make a living out of it if there was no rent on it?—I don't know any man could live on the land if it was made a present to them, except Walker and Giblan, and another named Gaffrey, on the other end below.

18301. How many tenants are on it?—I could not say exactly, but I could give a rough calculation—between twenty and thirty tenants.

18302. Mr. SHAW.—All as poor as yourselves?—I am able, thanks to God, to pay my rent, but it is not off the land I pay it. I am an exporter of eggs and butter to England.

Mr. MICHAEL KELLY examined.

Mr. Michael Kelly

18303. Mr. SHAW.—You are a tenant of Mr. John O'Rorke, at Lisanedin?—Yes.

18304. How much land do you hold?—I never got a return of the land. It was surveyed twelve years ago, but I know the rent I pay is £16 4s. 8d. a year.

18305. And your valuation?—£10 13s. 6d.

18306. When was it fixed at £16?—Some twelve or thirteen years ago.

18307. Was it raised at that time?—No, sir.

18308. What took place then?—He came in. The land belonged to General Mitchell. He raised it for two years to 30s., and then he reduced it to the old rent.

18309. The present rent is the old rent?—The present rent I am paying is £16.

18310. Is that the old rent before Mr. O'Rorke became owner?—I got an increase of rent a few years before that from Captain Mitchell.

18311. But was the acreable rent the same?—The acreable rent was 25s. an acre. I got five or six acres of bottom land before Mr. O'Rorke came in, at 18s. an acre. We used to earn the rent every year from Captain Mitchell.

18312. He was Mr. O'Rorke's father-in-law?—Yes.

18313. Did Mr. O'Rorke raise the rent at all since he came in?—He did.

18314. He raised it to the 30s., and then he reduced it back again to the old figure?—He did.

18315. The present rent has not been raised from what it was at the time Mr. O'Rorke became owner—No, sir

18316. What do you complain of?—The rent over the valuation.

18317. Is it too dear?—It is. I have six or seven acres of bottom, and it is not able to rear two cows only two months in the year.

18318. How much have you besides the bottom?—I have four acres of upland, and the rest is all bottom—between four or five acres in divisions here and there.

18319. Do you hold it in divisions?—I do.

18320. How long ago is it since the rent was fixed at 25s. an acre?—That was during Captain Mitchell's time.

18321. How long ago?—It was before I was born. When the bad times came Captain Mitchell reduced it to 16s. an acre for four or five years. That is twenty-seven or twenty-eight years ago.

18322. Then he restored it to the old figure?—Then when he got old, and the times mended, he raised it to 25s.

18323. And it has remained at that ever since, with the exception of the two years Mr. O'Rorke put it at 30s?—Yes; with the exception of a few acres of bottom that I got, and this is at 18s. There is a neighbour of mine who holds two acres of land, and there was never a bit eaten off it for the last twelve months.

18324. On account of the floods?—No. He had no beast to put upon it. It is gravelly bottom.

18325. Does Mr. O'Rorke allow the tenants to sell

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Mr. Michael
Kelly.

their interest if they want to go away?—I never heard anything about that.

18326. None of the tenants have gone away?—No.

18327. Are there many tenants on the townland?—Nine or ten.

18328. Are they all small holders?—Some of them four acres. Not one has as much land as I have in the village.

18329. You are the largest tenant in it?—No, there is another man who has more.

18330. He is not a resident tenant?—No, he does not live on it. He has nearly forty acres there from Mr. Coote, and fifteen or sixteen more from Mr. Lecky.

18331. He holds these as farms?—Yes, he lives on Fuerty himself.

18332. Did you pay your rent last year?—I did. I owe a year's rent now.

18333. He gave no abatement?—He gave 4s. to the pound last year, but he would give us none last May.

18334. Did you pay last May?—No, sir, we preferred to pay if he gave us a reduction—some that had it.

Mr. Thomas
Kilmartin.

Mr. THOMAS KILMARTIN examined.

18335. The O'CONOR DON.—You are a tenant on the townland of Cloonenbawn?—Yes.

18336. Under Mr. Dunne?—Yes.

18337. He is dead?—Yes.

18338. Who is the landlord now?—The land is in Chancery now.

18339. Have you got anything to complain of?—Yes. I am living in a cut-away bog that is there forty-four years. My holding was a very small one. My rent was only 5s. in the year. It was raised from 5s. to 8s., and from 8s. to 10s., and from that to £2 when the saw they improvement made on it by hard industrious work.

18340. Two pounds altogether?—Yes. I reclaimed it, and drained it, and sewered it, and spread it out in the best way I could, and when he seen it was coming to something, he raised it to £2.

18341. When was it last raised?—About nine years ago.

18342. How many acres have you now reclaimed?—I could not say.

18343. About how many?—I could not say what number, really. I enlarged it a good deal beyond what it was.

18344. Mr. SHAW.—You reclaimed it?—Yes; the house was built at the time the valuation was made.

18345. Have you any other way of living?—No.

18346. You have a family?—I have.

18347. But you could not get a house anywhere for less than that rent?—It is with the benefit of my own hard labour.

18348. Are you near the town?—No, sir, five miles from the town.

18349. Who do you work for?—For the farmers about the place.

18350. What wages do you get?—1s. a day.

18351. Is that the wages?—It is.

18352. Are you fed as well?—No, sometimes I am, and sometimes I am not. In harvest time when they are busy I am fed, and more times I am not.

18353. Do you get pretty constant employment?—No, sir.

18354. Is this near Rockfield?—It is the same property.

18355. You think they ought not to have raised the rent in that way?—I think it was quite wrong to raise the rent on my own hard labour. I lost my health in carrying out gravel, and sewerage, and when he seen it appeared so nice, he came down, and raised the rent on me to £2.

18356. What was it when you went in yourself?—I was born there. £1 was the first rent I paid, and he raised it to £2.

Mr. Andrew
Doran.

Mr. ANDREW DORAN examined.

18357. Mr. SHAW.—You are a tenant on the same estate, and in the same townland?—Yes.

18358. Your holding is also let in bulk like the others?—Yes.

18359. Are you a labourer?—I am.

18360. How much was your rent raised?—It was not raised at all. I am living on the side of a bog, and I have no passage, and I have about seventy perches to carry every thing on my back from my father's own holding, that they took from us.

18361. What rent do you pay?—£2 14s. 2d.

18362. Did you improve it?—I did.

18363. The landlord never did anything?—Never.

18364. How long are you there?—I am there upwards of fifty years.

18365. He never raised the rent?—No, sir.

18366. The only thing you complain of is not having a passage to your house?—Yes.

18367. The O'CONOR DON.—Do the adjoining tenants object to your having a passage?—It is they who object to it—the man who occupies my father's holding.

18368. It is the adjoining tenants who would not allow you a passage?—Yes.

18369. Mr. SHAW.—You cannot complain of the landlord in that case?—No; but if I can't pay the rent, he ejects me, and I am not able, and I blame that upon the want of a passage.

18370. Are you near the town?—No, I am five miles away. A farmer near me wants me to be run out, that he may pick up my farm.

Mr. Martin J.
Waldron.

Mr. MARTIN J. WALDRON, Athleague, examined.

18371. The O'CONOR DON.—You are a tenant of Mr. Jameson?—I am.

18372. How many acres do you hold?—Eight or nine.

18373. You speak of six acres and three roods?—Yes; that is a field not attached to my house.

18374. You live in the village of Athleague?—Yes, and this is in the townland of Athleague, but it is not attached to my house. I have a lease of my house.

18375. Have you a lease of this holding?—No, sir.

18376. How long have you been in occupation?—For upwards of thirty years.

18377. What is the rent?—£10 3s. 4d.

18378. And the valuation?—£7.

18379. Is £10 3s. 4d. the rent you have always paid?—Yes, up to 1873.

18380. What happened then?—Mr. Jameson refused to take the rent from me and told me to send it to Mr. West, who was the joint owner.

18381. This is in the joint ownership of Mr. Jameson and Mr. West?—Mr. Jameson's name is in the receipt. I sent the rent to Mr. West and he sent it back through Mr. Bourke, a solicitor here, saying he was quite ignorant of what it related to. An ejectment was then brought for £16.

18382. For what?—It was for £16 rent, and I lodged £10 3s. 4d. in court, the amount of rent that was due, and it would not do, and I was decreed for £16.

18383. How was that?—It appears, fifteen or sixteen years ago, this field was given by the Taaffe family to West, of Fort Leicester, as an accommodation, and Mr. West left a long time ago and my father got possession of the field, and we never heard of any lease being in existence; but Mrs. Drake brought an ejectment against West and Jameson, saying that £16 a year was paid by West's representatives always to the Taaffe family, who let this rent

get due in order to get me into £16 a year. The Chairman said it was a hard case; but that lease only lasted one year after 1873, and I objected then, and I have £10 3s. 4d. lodged in the Bank of Ireland, and I will appeal to the Chairman. I have an account of all the field produced for the last two years, and I will prove I am not able to make £18 out of it.

18384. The land was formerly set at £16?—This is an accommodation field. For a long time it was attached to Fort Leicester, and when Mrs. West died Mr. Jameson got it, and then he put me under this extraordinary rent.

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Mr. Martin J. Waldron.

Mr. J. C. DOORLEY examined.

Mr. J. C. Doorley.

18385. The O'CONOR DON.—You are a merchant in Roscommon?—I am a draper.

18386. Were you formerly a pupil of the Albert Model Farm?—Yes.

18387. Are you a tenant-farmer?—Yes. In consequence of my education on the Model Farm I was anxious to obtain a farm of land in Roscommon, where I have some house property. I wished to put my education into practice. I took land from the late Michael Nolan, who was my cousin, giving him a fine of £3 an acre and pay all the rates. I divided the eight acres into portions with drains. There was a fall to the river, and I practically drained it, so that in the wettest season it is dry. I took it in 1869 or 1870. The valuation was then £7. It was portion of the estate and was not previously occupied by any other tenant. Still I had to pay a fine for a skirt of a farm, and the valuator came and valued it at £7. The gross valuation of the farm was so much, and perhaps by putting that much on mine he served the landlord. Nolan, himself, was a rate-collector and might have suggested that. I hold seven acres and three roods, and I was paying £2 5s. 8d., for the rates at present in Roscommon are 3s. in the pound, and then there is county cess and no allowance. I drained part of this land that was not fit for tillage—anything that could be drained, and I would bring sub-soil into use for tillage, but in consequence of the last three

years' crops not being good, I find it very difficult to pay the rent.

18388. What is the rent?—£16 16s. without cess, and the valuation is £7.

18389. And you apprehend that if you failed to pay the rent and were ejected you would get nothing for your improvements?—That is what I think. What I expect from the Commission is that they will recommend Parliament to give us our holdings at a valuation, and that we will be entitled to hold and not be evicted except for non-payment of a fair rent.

18390. You don't want to go back upon the Griffith valuation?—No. I am prepared to leave my land to two men, with an umpire. I know the feeling of the county—mostly of the shopkeepers and farmers—and what brought me forward was to point out that I understood we are not entitled to any claim for compensation because we live in towns and have lands outside; but I am glad to find we have.

18391. If you were ejected for non-payment you would not have?—No. The three bad seasons bring me so close that I am paying rent for nothing. It is my confirmed opinion from what I know of the people that they never improve the land, but if they do they are made pay for it. A neighbour of mine tilled his land nicely for cattle show purposes, and the landlord saw it and put 10s. an acre on it. That was not encouraging to him to improve.

Mr. JOHN KELLY examined.

Mr. John Kelly.

18392. The O'CONOR DON.—You hold under the same landlord?—Yes; and I am evicted for non-payment of a year's rent. It was all marsh and bog, and weeds when I got it. I drained it. The year's rent coming due in May is not paid until July, and he served me with an ejectment. I did not think he would go on with it, but he took out a decree unknown to me, and threatened the sheriff every day. A son of mine went and settled it with the agent, through Mr. Tumulty, in the town here, and I gave him a small fine. Tumulty bought the crops, and the hay alone was able to pay the rent.

18393. Did your son sell it?—Yes.

18394. In order to pay the rent?—Yes; in my absence. I was digging potatoes, and when I saw the agent with Tumulty come out, I didn't know what was going to happen.

18395. How were you ejected afterwards?—My

son, who is married and living with me, has a wife and nine children, and he is not industrious, and the agent, Mr. Duffy, got about him and said, if you don't sell the crops now I will not allow you to take them away or sell your good will. He got £27 for the six acres of meadow, with three roods of potatoes, cabbages, &c.

18396. How much rent was due?—One year's rent, £20. The valuation is £6 10s.

18396A. Mr. J. C. Doorley.—He was paying more than three times the valuation, and of course the County Court Judge would give him a substantial sum. The agent when turning him out or effecting this compromise, said I will give you two acres of an adjoining bog, and I will only charge you 10s. an acre for it. It was cut-away bog, but when he got this man to give up quiet possession, he said no, I will not give you a sod at all.

Mr. PETER FLYNN examined.

Mr. Peter Flynn.

18397. The O'CONOR DON.—You are a tenant on Mr. Pakenham Mahon's property at Derry Carberry?—Yes.

18398. What do you complain of?—In 1851 he sent in a valuator and promised to pay us half of the improvements. There was a large street of houses on my land, and I had to level them. He told me he would give me lime. Well, he did that, and I was

not able to build until after 1870, and he struck a rent on us at the time. It was £14 15s., and in 1859 he raised it £5 a year, and never gave me a penny for all my labour. My expenses amounted to £400 for levelling houses and fences.

18399. Your own expenditure?—Yes. I was a young man at the time, and I had three or four men for four or five years, and I built walls and employed

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Mr. Peter
Flynn.

maisons. I tumbled houses and built others, and about forty feet of stabling; but he would not give me timber even for building. He made me pay for the timber. I had pretty good capital then. I had to go to the Hon. Mr. Mapother, and he would not take a penny from me for the timber. The rent is the same ever since. He never gave me a penny compensation for all my labour. At the end of three years, I claimed it, and said, how can I pay rent after all the labour I have gone through. "You know you said you would give us plenty of crowbars and picks."

18400. Have you any complaint to make of the rent?—I complain of the rise of £5 in 1859. My entire rent is £19 15s., for about seventeen acres.

18401. Since 1859 there was no alteration?—No. I am paying that since. He returned me £3 last year, and I reclaimed about five roods of bog.

18402. Since the time you mention?—Yes.

18403. Was the townland striped at that time?—It was, but this was a rough bog, and it was very hard on me after reclaiming five roods of it

Mr. John
Flynn.

Mr. JOHN FLYNN examined.

18404. The O'CONOR DON.—You are a tenant of Mr. Mahon's?—Yes. I am brother of this man,

Peter Flynn, and every man there has the same complaint to make.

Mr. Patrick
Morris.

MR. PATRICK MORRIS examined (with seven other tenants of Mr. Waitman).

18405. Mr. SHAW.—You are a tenant of Mr. Waitman?—Yes.

18406. What is your rent?—My rent is £37 10s.

18407. And your valuation?—£29 15s.

18408. Was the rent raised?—It was £21 first.

18409. When was it raised?—It was raised in Dunville's time.

18410. When was the last rise put on?—Four or five years ago.

18411. Was the rent raised on the whole property at the same time?—Yes, and about the same amount. He went on the Ordnance valuation, and raised the rent so much all over.

18412. THE O'CONOR DON.—Was the case brought before the barrister?—Yes.

18413. Weren't the rents settled before him?—Yes; but he did not agree with the barrister, and he gave us a summons and plaint to Galway. He appealed, and Mr. Burke, the solicitor in Dublin, settled it.

18414. He was acting for you?—Yes.

18415. He came to a settlement by which the rents were fixed at the present figure?—Yes.

18416. He raised the rent 2s. 6d. to the pound all round?—Yes, all round. Over £20 he raised 2s. 6d., and under £20, 2s.

18417. Who is the agent?—Mr. Sebastian Nolan, from Tuam. Mr. Waitman is the landlord.

18418. You did not get a lease at that time?—No, sir.

18419. Mr. SHAW.—Have you improved the land much?—Yes, there were twelve or fourteen acres net value for 5s., and the tenants improved it themselves and took a great deal of stones off it.

18420. Did the landlord do anything to help you?—No, he took an acre from me and charged me for the ruin. I went before him and he would not speak to me.

18421. The O'CONOR DON.—How was the rent settled before the Chairman—was there an arbitration?—There was not; we had to agree to his rise or give him possession.

18422. Did you agree to the rise Mr. Waitman demanded?—I did, sooner than go out. I think there was a compromise. He did not charge the full amount he intended at first. He wanted 52 or 53 per cent. at first. It is not worth much more than half the rent I pay.

18423. How do you live?—I live by day labour and taking conacre.

Mr. John
Kennedy.

Mr. JOHN KENNEDY examined.

18424. Mr. SHAW.—You are a tenant on the same property?—I come for my father-in-law, Pat Nolan. I have twelve acres of cut-away bog.

18425. Are you living by the land?—No, sir; I was a contractor for the last ten years. My valuation is £38 and my rent £47.

18426. It was raised in the same way and at the same time?—Yes, I was raised £17.

18427. And you all complain of the rent being too high?—Yes.

18428. And that you are not able to live with the bad times?—No; Lord Crofton was about to drain his

land, and my landlord stopped it and would not allow it at all. I offered to give £2 myself, and he would not do it.

Edward Kelly.—My son and daughter went to America. They could not stay with me.

18429. You could not divide such a bit of land as that?—No, sir.

Pat Morris.—I had potatoes last year and they were not worth anything.

John Kennedy.—We would not have any potatoes but for Lord Crofton giving us seed. He is one of the best men in the county.

Mr. Edward
Kelly.

Mr. EDWARD KELLY examined.

18430. Mr. SHAW.—You are also a tenant of Mr. Waitman?—Yes.

18431. What is your rent?—£43 a year.

18432. And your valuation?—£36; my rent was raised twice, just the same as the others. I cut away a great deal of whins, and made drains, and squared the lands.

18433. You made all the improvements on the lands?—Yes; and built houses and stables, and a barn and fowl-house, and car-house.

Pat Morris.—We are noticed for the November rent, and I am afraid we will not be able to pay if he gives us nothing. Sir Charles Coote and other landlords have nothing to fear from any tenant here, for they give us justice. It is dry, hard land.

Michael Fox.—I built a great deal of houses before the rent was raised, and I was allowed nothing.

18434. Mr. SHAW.—The other tenants from Mr. Waitman's property are, Michael Feeney, Bernard Kelly, Thomas Locke, and William Murray?—Yes.

PATRICK NAUGHTEN examined (with Bernard Kelly, Michael Brannon, and William Kelly present).

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Messrs. Patk.
Naughton,
Bernard Kelly,
Michael
Brannon,
and William
Kelly.

18435. The O'CONOR DON.—You are tenants of Mr. Fawcett's, at Feeragh?—Yes.

18436. How many acres do you hold?—About twenty acres, bog and bottom.

18437. What is your rent?—£20.

18438. What do you complain of?—I complain that Griffith's valuation is only £12, and that I reclaimed land and the landlord brought in a valuator and valued the place at £16. The rent is £20, and the first valuation was only £12.

18439. Mr. SHAW.—Was the rent raised until it was raised to £20?—It was raised from £12 to £20.

18440. All at one time?—No; from £12 to £16, and from £16 to £20. Myself and my father reclaimed the land. It was nearly useless at first.

18441. The O'CONOR DON.—The rent has not been altered for thirty years?—It has.

18442. When was it last changed?—About ten years ago.

18443. When was the last rise put on?—Ten years ago. It was then £16.

18444. It was then raised to £20?—Yes.

Mr. WILLIAM KELLY examined.

18445. Mr. SHAW.—What is your rent?—£8 10s.

18446. And your valuation?—£5.

18447. When was the rent raised?—In the bad times.

18448. In the famine times?—Yes.

18449. It has not been changed since?—No.

Mr. MICHAEL BRANNON examined.

18450. Mr. SHAW.—What is your rent?—£15.

18451. When was the rent last fixed?—About ten years ago.

18452. How much was that rise?—From £10 to

£15. The original rent was £7, and then it was raised to £10; then £12 10s., and then £15.

18453. And the last was ten years ago?—Yes.

18454. Before the passing of the Land Act?—Yes some years before.

Mr. BERNARD KELLY examined.

18455. Mr. SHAW.—What is your rent?—It is £9. It was £6.

18456. It was raised about the same time?—Yes.

18457. Is it bad land?—It is very bad land.

18458. Have you done any reclamation?—I have done great improvements, and built houses and all that, and then when we do all that the valutors come round and value our land up mountains high, and the landlord comes forward and says the rent must be put above that. That is all after we have built houses and all that.

Pat Naughten.—I took in a piece of bog; he gave it for two years, and then he rented it, and he has raised it up to £1 an acre.

18459. What you reclaimed yourself?—Yes, and it began at 2s. 6d. There are twenty-nine tenants, and each tenant is one-fourth over the Government valuation.

18460. All the advances were made at the same time?—Yes. There were none of the tenants came here but us.

William Kelly.—In 1846 or 1847 there were 168 acres here, and he divided the lands. It was under

lease then and the lease was broke. I held twenty acres at that time. We had to make mearings in the year of the famine. There was one side of the village was not equally rented with the other, it was cheap. There was a rent of 26s. an acre put on one part, and mine was left at 18s. The best of it was left at the standing rent of £1 an acre, and the choicest lot was put in with what was called bad, to make amends, and in the course of about six years afterwards he takes six acres of good land from me, and leaves me bad entirely. The rent was then 18s. and now it is 23s.

Pat Naughten.—I had eighteen acres of good upland and he took it from me and gave it over to me as a grass farm, and raised the rent £5. I only hold that from year to year; it was eighteen acres of good land but it is only grass land now, and he can turn me out of it at any time. I had it before as a regular farm, and was able to pay for it.

18461. Mr. SHAW.—You say all the tenants would be here if they knew of this inquiry?—Yes.

18462. Is there anything else?—No.

The inquiry then closed.

TWENTY-FIFTH DAY—FRIDAY, OCTOBER 22ND, 1880.

The Commissioners sat this morning at eleven o'clock at the Railway Hotel, Galway, and resumed the Inquiry.

Present:—The Right Hon. the EARL of BESSBOROUGH, Chairman; Right Hon. BARON DOWSE, The O'CONOR DON, and ARTHUR M'MORROGH KAVANAGH, Esq., D.L.

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Mr. Charles C. Boycott.

Mr. CHARLES C. BOYCOTT, examined.

18463. Mr. KAVANAGH.—I believe that you are Lord Erne's agent?—Yes, for the County of Mayo.

18464. What is the extent of that property over which you are agent, or about it?—I should think about 1,600 acres. It is scattered; some is at Castlebar, and some at Lough Mask.

18465. How long have you acted as his Lordship's agent?—For seven years.

18466. I believe you have been subjected to a good deal of unpleasantness lately?—I have.

18467. Perhaps you would tell the Commissioners what exactly has happened?—I was instructed by the Earl of Erne to collect his November rents of 1879, and to allow his tenants 10 per cent abatement. I cannot speak accurately to a pound, because I am only going on memory, but the gross rental is either £30 or £31 18s. 4d. over Griffith's valuation. His lordship was allowing 10 per cent on that, and asking for the November rent of 1879 in some cases, and in respect to yearly tenancies, the May rent of 1879. The tenants all refused to pay—all but two—unless they got an abatement of 25 per cent. I referred the matter to his lordship, and he said he would give no more than 20 per cent. I first sent a letter to them to pay, and they declined, and I then took out ejectment processes.

18468. CHAIRMAN.—What was the date of this?—About the 20th of September.

18469. Of this year?—Yes. I think it was the 22nd of September. The ejectment processes were served on the 22nd September. The process server only succeeded in serving three of the ejectment processes. He had a force of police with him to protect him, but they were beaten, and he only succeeded in serving three of the notices, and there has been no attempt since to serve the remainder. Those three processes came off at last Ballinrobe Quarter Sessions and the cases were undefended, and decrees were given.

18470. Which property was this on?—On the Lough Mask property, in Kilmaine barony.

18471. Is that near any large town?—Near the town of Ballinrobe.

18472. Mr. KAVANAGH.—Since that time you have not been able to serve any of the processes?—I have not tried to serve them, for that was the last day for the Ballinrobe Quarter Sessions, and there is no Sessions now until January.

18473. Do you apprehend any difficulty in getting those decrees served when the time comes for having them put in force?—I am certain that they cannot be served without a very large force of police, and if the ejectment decrees have to be carried out—and I don't suppose they will—in fact I am confident that they cannot, for the men are very well able to pay, but if they were evicted nobody would take their land, and they would be reinstated again, as is done everywhere in Ireland now. They would be put in again by mob force and kept there. I don't think the tenants will go to decrees. I think they will pay. I myself, as an agent have been subjected to terrible injuries by every possible mode of malice that ingenuity could devise.

18474. BARON DOWSE.—What do you attribute that to?—I attribute it to a statement of the priest of the parish, in which he said he would show them how it was very easy to reduce the parishioners of any parish to those only who had the cause of the Land League at heart. As an agent in bringing ejectment processes, of course it is well known that I have not the cause of the Land League at heart, and for that reason the edict has gone forth that I am to be banished from the parish.

18475. Who is that Parish Priest?—Father John O'Malley.

18476. What is the parish?—I think it is Kilmaine. I have a cutting here from a newspaper of his speech.

18477. If every person is to be banished out of the parish who has not the cause of the Land League at heart that means that a great many would be banished?—I don't suppose it would interfere with any one unless a man who showed openly that he had not the cause of the Land League at heart and went openly against them.

18478. How do they suppose you went against them?—By bringing ejectment processes.

18479. Mr. KAVANAGH.—State what sort of inconvenience and malice you have been subjected to?—On the 21st September, a mob came up to my house and ordered off every person in my employment. There was not a single person left but one that I had brought from Dublin, and since then he is the only person I have been able to get. I have, with the assistance of my nephew, to drive in the cows, and drive them out, and draw out water to the cattle, take out the horse and cart and drive them, under an escort of police, and there is not a single sort of person allowed to help me. My herd has given up his holding, but he will not give up the house, in order to prevent it being given to a stranger. Others have given work, but the people will not work for me. I have the magistrate's orders for ejectment, but I can get nobody like a special bailiff to serve. Even last Tuesday the woman who washed the clothes for the house said that she dare not do so again.

18480. CHAIRMAN.—Will not the magistrates when they issue orders see to their being carried out?—You must have a special bailiff if you want to do that. I can get no one to execute them.

18481. Mr. KAVANAGH.—I believe you are prevented saving your crops?—Yes. I cannot get my potatoes dug nor my hay saved. I cannot get my corn threshed, nor my mangolds cut, and after this frost my mangolds will be worthless. It will be hardly worth lifting if the frost is as severe as here.

18482. BARON DOWSE.—How far is your place from Ballinrobe?—Four miles.

18483. Is it in the direction of Cong?—A little on the right on the shores of Lough Mask. The police have to bring me my letters now. The messenger who used to carry them, or a little postboy, was threatened and struck, and my nephew, a boy who is gone to school to-day, used to go with him, and drive him in a pony and car in the mornings; and he was threatened, by some people who came up with a stick and threatened him not to come again. Then I sent police with the boy to protect him, until he had to get ready for the examination at the college to-day. Since then the Government have ordered policemen to bring out my letters daily. A woman who brought me out telegrams from the post office was threatened, and the postmistress told me it was not safe to send her as a messenger for fear the telegrams would be taken from her. She has brought them since, but she has instructions from the postmistress to tell the police authorities in order that she may bring the telegrams safely. I am living with ten policemen in my house at present, and I have to be escorted wherever I go by policemen.

18484. CHAIRMAN.—How long have you been acting for Lord Erne?—For seven years.

18485. Had you any trouble before this in the collection of rents?—In August, last year, when the

rents came due, they posted—a notice was posted on my gate, with the sign of a coffin on it, and it warned me not on any account to collect the rents, unless they got twenty or twenty-five per cent. off.

18486. That was before they knew how the crops of 1879 would turn out?—Yes.

18487. And it was a bad year?—Yes.

18488. Had 1878 been a bad year in this part of the country?—No. The injury to the tenants then was the injury in the price of cattle, and the immediate stopping of all credit by the local tradesmen. I think that is what wound up the country so much.

18489. Did the tradesmen issue executions?—Yes. They stopped credit without any warning, and the people had no provision made for that. In the year 1879, I fancy I am correct in stating that, there was not one-fourth of the usual number of harvestmen coming from England and Scotland of the Irish labourers, and they had nothing to come over with. That would not effect Lord Erne's tenantry as they are snug holders.

18490. They would not be affected by tradesmen's bills so much?—No. They were middling well off, and did not wish to part with what they had. They are middling well off now.

18491. Had this system been adopted in other places with others who were in trouble about tradesmen's bills?—Yes; they followed on the system of the others.

18492. Could you give the names of some of those on whom you served notices?—Elwood, and Joyce, and Duffy.

18493. You served notices in those three cases?—Yes. They were tried at the Ballinrobe Quarter Sessions, and decrees got.

18494. Then you can say positively that it was not inability to pay that prevented them paying?—I am certain of that in my own mind.

18495. Mr. KAVANAGH.—Now, in Lord Erne's dealings with his tenants is he liberal?—Extremely liberal. Any tenant who wants to build a barn, or shed, or cartshed, or stable, or anything of that sort, his lordship orders the agent to see whether the improvement is to be made, and to value the amount of the cost of it; and his lordship allows one half, and gives timber off the estate.

18496. BARON DOWSE.—Does he continue to do so up to the present?—No, he does not. Within the last two months I had instructions from his lordship to withdraw from it.

18497. You have been appointed since the Land Act?—Yes, seven years ago.

18498. Did he make any change with the tenants in consequence of the Land Act, or anything of that kind?—I am confident he did not.

18499. CHAIRMAN.—Did you experience any ill-feeling before that time?—Never. I believe the Earl of Erne was the first landlord who gave an abatement, even before I was asked by anybody. He gave an abatement of 10 per cent. to the tenants in the North and West, and that was the cause of ill-feeling.

18500. BARON DOWSE.—Did the surrounding landlords give greater abatement?—Yes.

18501. How much did they give?—I could not say. I heard that Lord Kilmaine gave 15 per cent., and I heard that Lord Ardilaun gave 30 and gave meal. Captain Knox has given no abatement.

18502. Who is his agent?—Mr. Darley.

18503. Does he live between Ballinrobe and Cong?—Outside—between Creagh and Ballinrobe.

18504. Is his agent unpopular?—He is guarded by two policemen wherever he goes. In the barony of Kilmaine there are sixteen individuals, or sixteen properties under protection.

18505. Sixteen people?—Fifteen or sixteen in the one barony.

18506. Is Lord Erne's property low-lying land or mountain land?—Low-lying land.

18507. It is on the Ballinrobe side of Lough Mask, and not across the lake?—No, it is not the mountain land.

18508. It appears to be good land?—It is very good land.

18509. Is it limestone land?—Yes.

18510. What are the average rents?—They are bulk rents.

18511. What would they be about an acre, for we would like the acreage?—I was not prepared for that.

18512. What difference is it from the valuation?—Some is under and some over.

18513. You allow 10 per cent.?—Yes, which brings them under the valuation.

18514. And they wanted what?—25 per cent.

18515. The effect of that would be to reduce their rents by one-fourth?—Yes.

18516. And that you refused?—Yes.

18517. How many civil bills did you attempt to serve?—I think it was eleven or fifteen.

18518. Why did you not succeed in serving any?—We served three.

18519. And with the others you were too late?—Yes.

18520. Is there no mode of substituting service, the same as in the Superior Courts?—The solicitor made application at the Quarter Sessions to allow service by post, and the County Court Judge declined to do so.

18521. I don't know whether he has the power?—I know he has. I am confident.

18522. The Superior Courts can substitute service. You attribute the state of affairs to the ejections you served, or intended to serve, and the refusal to reduce the rent below 10 per cent.?—Yes.

18523. Are you anything worse off than the surrounding landlords or agents?—I am. I have been picked out as a victim to show the power of the Land League. I am, unfortunately for myself, a farmer as well as an agent.

18524. How much land have you yourself?—Where I live I have above 300 acres, and I have an off farm, in all about 1,000 acres.

18525. How long have you been farming that?—All my life, or since shortly after I left the service. It is pretty nearly thirty years.

18526. Then you had been living in this country before being appointed land agent?—Yes.

18527. You were farming the land?—Yes.

18528. You were in the army?—Yes.

18529. And you left the army thirty years ago?—Yes, or nearly.

18530. And you settled there?—I settled in Mayo, twenty-five years ago.

18531. How long have you been at Lough Mask?—Seven years.

18532. Is it under Lord Erne?—Yes.

18533. How did you get that. Was anybody evicted?—No. There was an amicable arrangement. The tenant had a lease and got into difficulties, and the property was sold in the Incumbered Estates Court, and his lordship bought the interest, and as it was vacant it was given to me, and when I got it I was appointed agent at the same time.

18534. CHAIRMAN.—It was not an eviction by Lord Erne?—No. I am not quite clear, though, as I had nothing to do with it.

18535. BARON DOWSE.—Was any person evicted from the place?—No.

18536. You got it from people that had nothing to do with any other persons?—I got it from the landlord direct. The former tenant had been sub-sheriff.

18537. What was his name?—Rutledge.

18538. He was not of the ordinary farming class?—No.

18539. Why do they select you for persecution?—They want to banish me from the farm.

18540. They punish you by depriving you of the labourers, in order to cripple you in working the farm?—Yes.

18541. But independent of being agent, has it anything to do with what has been your line of action?—No, if I would give up the actions to-morrow the workpeople would come back, and everything would go on smooth.

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Mr. Charles C
Boycott.

Oct. 22, 1880.

Mr. Charles C.
Boycott.

18542. CHAIRMAN.—How long were the work-people working with you without any difficulty arising?—They were there up to the 24th September, and then they were turned out.

18543. And were they turned out by an order from the Land League?—Yes, a mob came up to the place.

18544. Was there any difficulty about wages?—No, I had a strike with them at the harvest time for a couple of days, and they were back at their work at this time, and working at regular wages that they had agreed on, and they now say they would like to come back to work.

18545. Are they tenants of Lord Erne's?—They are not Lord Erne's tenants. They say they would be glad to go in, and I believe they would like to go to work.

18546. Baron DOWSE.—They are part of the population of the country?—Yes, but they are afraid to come in.

18547. Is it that they are more malicious, or that they are afraid, or both?—There is not a single individual in the county who is not afraid. Even a juror is afraid to go to Court. Every man in the country is in fear, and they say that even the protection of the police is of no use, because they say the moment the police are taken away they will be shot the same as Lord Mountmorres.

18548. If every man in the country is afraid, of whom are they afraid?—It is more than I can tell. That is my only answer.

18549. Are there any marked men in the country that would appear to be the source of all this?—Yes.

18550. There are?—Yes.

18551. Are those people to your knowledge connected with the Land League, or do you hear them mentioned in connection with the Land League?—Every man is a subscriber to the Land League. Every man pays his shilling, and they don't deny it.

18552. You spoke about a clergyman making a speech?—Yes, I took it from the *Freeman* newspaper.

18553. CHAIRMAN.—So far as I see by the newspapers, the Land League direct the people to pay the Government valuation?—Yes.

18554. And they offer below it?—Yes.

18555. Have they tendered the Government valuation?—No.

18556. That seems to be acting against the advice of the Land League?—Yes, but in some districts the Land League send money to the tenants to defend them or to support their families while in jail.

18557. Baron DOWSE.—I saw a reason for that was because a man was presumed to be innocent. Did you see that?—No.

18558. Supposing you owned this property yourself, and living in the country among the people, would you yourself have reduced the rent below 10 per cent.?—I would not. I don't know whether that answer is to go forth to the public.

18559. We all know—I know and the Commissioners know—that the Earl of Erne is a liberal landlord, and I know myself that in Fermanagh and Donegal he does not manage differently from anybody else, and I suppose it is the same here?—Yes.

18560. And he is a liberal landlord?—Yes.

18561. Mr. KAVANAGH.—In some districts the abatement was larger than what Lord Erne gave in his rents. Are the rents higher there?—I don't know. The only two that I heard of were Lord Kilmaine and Lord Ardilaun. I fancy Lord Kilmaine's are the same as Lord Erne's, but the tenants are not such a comfortable class, and the holdings are not so good, and the land not so good.

18562. Are the tenants in worse circumstances?—Yes.

18563. Lord Erne's are comfortable?—Yes.

18564. Baron DOWSE.—Did he buy that estate?—I don't know. I fancy he came to it by marriage. One part belonged to Mr. Cooper of Sligo. Mr.

Cooper's tenants are pretty well off. Their rents are just about the same.

18565. How does his agent get on?—He does not live there. He comes there once a year and collects the rents, and goes away.

18566. Does he get on better than you?—I cannot say.

18567. The tenants put a pressure on you as a tenant as well as acting as agent?—Yes.

18568. Mr. KAVANAGH.—I gather that in addition to this sort of malice, in preventing the farming work your life is also in danger?—In hourly danger. I dare not go out anywhere. If I do so, and meet friends afterwards, I hear of the narrow escape I have had. If I was not guarded by police when driving on my car, I would not be safe, and I have to be guarded going out on the land.

18569. Baron DOWSE.—You are told that?—Yes.

18570. Do those people know that?—What people?

18571. The people that tell you that?—It is my friends that hear it.

18572. They must hear it from somebody that knows?—Yes, people who know.

18573. Then the whole country must be diseased in that respect?—It is as open as it can be.

18574. Mr. KAVANAGH.—Is it not your opinion that the country in your district is practically intimidated by the Land League?—I am certain of it.

18575. And there is a sort of reign of terror?—There is a sort of reign of terror in the whole country side. A Scotchman, who has acted for twenty-five or twenty-six years for Denis Brown, who lives abroad himself, got a threatening notice and a coffin on his door, the other day, to tell him to leave it—that if he was not there as a Scotchman, the owner could not manage himself, and no Irishman would do it for him, and that they would have it for themselves. That was only a fortnight ago.

18576. CHAIRMAN.—That was a threatening notice?—Yes. Glencorric is the place. There was a notice on the blacksmith's door who shoes my horses, that if he did so again he would be shot. I saw the notice on the door. This notice was written by a poet. It says—

“Take notice, ere it is too late,
Or you will surely meet with Ferrick's fate.”

18577. Have you had any threats from anybody personally?—No, not for a year.

18578. I don't mean letters, but personal threats?—No.

18579. Mr. KAVANAGH.—You say not for a year. Had you threatening letters?—I have not got them personally since last June twelve months.

18580. That was the time when there was a threat to prevent you collecting the rents?—Yes.

18581. Baron DOWSE.—Do you think there could be a change in the law of landlord and tenant that would be a remedy?—Not in my case; for in my case on the landlord's part they are offered below Griffith's valuation, and the only remedy would be to give the land rent free.

18582. If there was to be a remedy, a remedy might be come to that would satisfy both parties?—I don't think so, because you can only bind one party. You cannot satisfy both.

18583. Suppose you satisfy the tenant, and no injustice is done to the landlord, could it be done?—I don't think you can satisfy the tenant until you abolish the reign of terror.

18584. Would not that abolish it?—If there was a revaluation of the whole of Ireland and fixed rents in innumerable cases it would raise the rents on the tenant and that would not please him.

18585. CHAIRMAN.—Would that be the case if his own improvements were excepted?—I don't know how far they would go back. I don't know how they would trace it back.

18586. Baron DOWSE.—It goes back except for permanent buildings and reclamation of waste to twenty years before the passing of the Act, and the making of the

claim—that is to say, ten years from the present time. Every year the Act is in force takes a year off, but at present, under the law, a man can make a claim for ten years' general improvements made before the Act?—Yes, and many properties have been sold in the Incumbered Estates Court, just the same as telegraph shares and stocks in the Court. A man paid down his money for it, and became a landlord at what he supposed to be the rent. Is he then to have the pleasure of paying twice over for houses and other improvements on his land. He has already paid for them in the Court, and if they are to be given to the tenant and deducted from the landlord he will have to pay for them twice.

18587. CHAIRMAN.—You say there would be no means of ascertaining the tenants' interest?—My impression is that the landlord has bought the interest which was sold in the Incumbered Estates Court.

18588. BARON DOWSE.—That would be a question of how it would work, and there is a possibility of its not working. Suppose there were proper directions given would it work satisfactorily?—I believe the best thing that could be done would be to have a re-valuation of the whole of the farming land of Ireland, and that taken as a fixed rent as between landlord and tenant, but I do not believe the tenant would agree to it, except where he was the gainer by it.

18589. Don't you think the whole feeling of the public would be against him?—Yes.

18590. Would it not work perfectly right?—Yes; but I think that the present gain to the tenants would be small. I think they would not be pleased.

18591. Mr. KAVANAGH.—As to tenant improvement, do you admit that, as a rule, the tenants have made the most of the improvements in the land?—I believe they have. I believe it is the exception in any case for the landlord to do anything except receive the rents. It is the general rule, and always has been.

18592. Lord Erne has allowed for buildings?—Yes, for buildings and mearing fences, and expended money on roads. It is generally good land.

18593. He has helped in making roads?—Yes; he helped.

18594. Baron Dowse.—Does he ever come himself to the estate?—Not for ten years. He is very old.

18595. Mr. KAVANAGH.—For the seven years you have been there how much has been expended in helping improvements, in roads and the like, and in making improvements?—From £80 to £100, I suppose.

18596. Every year?—No.

18597. Altogether?—Yes. On houses every year £100 would cover what has been done within the last six or seven years.

18598. That is in a district of about 1,500 acres?—Yes. My rent is the highest rent.

18599. Baron Dowse.—I suppose the agency is not worth much?—No, it is not. The rent is only about £1,000 a year, and I pay £500 a year myself.

18600. Better for you to resign?—When acting for Lord Erne, and things got into trouble and all that, I would not leave; but, if I got things quiet, I would ask him to take up the agency from me.

18601. CHAIRMAN.—You said that Lord Kilmaine and Lord Ardilaun gave higher abatements than you did. Are they in the same position as Lord Erne?—No. I said that Lord Kilmaine's tenants had agreed to pay up, and he gave 15 per cent. I said that they came down and talked the matter over, and agreed to an abatement of 15 per cent.

18602. And they have paid?—They said they would pay, and his lordship and his brother were out shooting and saw poachers, and they gave them chase. The people said they had as much right over the lands as them, and fired shots over their heads from pistols. They had them summoned at the last Court for it.

18603. Baron Dowse.—You don't think there is any objection to yourself personally?—No.

18604. I believe you are an Englishman?—Yes.

18605. They don't make any objection on that ground?—Not a bit.

18606. Mr. KAVANAGH.—Do you know of any other cause, but that you have endeavoured conscientiously to do your duty to your employer, for exciting their feelings?—I may say that I believe it is exactly the reverse. I believe there are a few more people than the country people that keep up the excitement.

18607. Baron Dowse.—And they would be willing to assist you only that they are terrorized?—I believe so.

18608. How many ejections during the whole seven years did you serve or carry out?—On that property none.

18609. You evicted no person?—No.

18610. Neither for non-payment of rent nor anything else?—No.

18611. Then you had no land claims?—No. I evicted some from the County Galway, but not from Lord Erne's property.

18612. That had nothing to do, then, with the present business?—No. I had a letter from the bailiff on Lord Erne's property, the other day, at Castlebar, stating that I might come on any day, for the tenants would pay.

18613. Do you know the Rev. John O'Malley?—Yes.

18614. Are you on good terms?—Yes; he is on good terms with me.

18615. What is his object in making the speech?—Merely to show the power of the Land League. He is doing this without breaking the law of God or the law of man.

18616. And he can do that?—Yes; that is what he thinks, I suppose. I know there is his speech reported that I alluded to, and the reason that I say he is the leader and the instigator is, because several of the workpeople told me that they would ask his permission to come back to work. If they had to get his permission to come back, of course I take it for granted that he ordered them not to come. One of them is getting money from the Land League.

18617. To support him?—Yes.

18618. If you were away, do they suppose they would have somebody in your place who would deal more liberally with them?—I don't know. They are a very bad lot. Thirty-one civil bill processes have been issued. Ninety-five policemen, two sub-inspectors, and a resident magistrate, went to serve thirty-five processes for shop goods, and they succeeded in serving one.

18619. CHAIRMAN.—Is the resistance from the people in the country or people coming from the town?—People in the country.

18620. Baron Dowse.—How are the labourers off?—Just about me they are very well off. The men about me are lifting potatoes, and for the next fortnight all will be working that way.

18621. Was there much distress there?—No.

18622. CHAIRMAN.—You said there was a strike. What was the amount of wages you were paying at the time of the strike?—7s., 7s. 6d., 9s., and 11s.

18623. And did they come back at the same rate?—No; I raised them 1s. 6d. to 9s. a week.

18624. To make them all 9s.?—No, there is one I give 15s. to. The strike was not about the amount of wages so much as to keep all the hands on till the 1st November, employing them at such work as I wanted. They wanted all to come on at 9s., and to be kept on till the 1st November.

18625. That would have affected the labourers and not the tenants?—No. A few of the tenants were in for the harvest. I don't think there was a tenant on Lord Erne's property working on my farm when all the labourers were ordered off by the mob.

18626. Baron Dowse.—You say you are apprehensive of your life?—My life is not worth an hour's purchase.

18627. Now, if you gave up the agency do you think the people would carry on this agitation?—I don't believe they would.

18628. Then it is not with reference to your relations as a farmer that they object?—Not a bit.

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18629. You don't think it right to give up the agency in consequence of the condition of the country?—No.

18630. But you think if you gave up the agency the matter would be different?—I think so.

18631. And the agency is not worth more than £50 a year to you?—Not more than that; something like that.

18632. You collect £1,000 and pay £500, and at the outside it is not worth more than £50?—That is all.

Rev. J. GARDNER ROBB, D.D., LL.D., of Galway, examined.

Rev. J.
Gardner Robb,
D.D., LL.D.

18633. CHAIRMAN.—I believe you were formerly a Presbyterian minister at Clogher, county Tyrone?—Yes.

18634. And I believe you wish to give us some information as to the tenant-right custom in that district?—Yes.

18635. You think there was some defect in the Land Act, as to its not being a sufficient check on arbitrary evictions?—I do.

18636. Have you any instance you can mention in which you think that is the case?—There is a typical case in the instance of a John Smith, of Cavanakirk.

18637. What was the cause of his ejection?—He was noticed for an increase of rent, and refusing to agree to the terms proposed by the landlord, he was served with an ejection.

18638. And did he serve a land claim?—Yes.

18639. What was the result of that?—He got £1,000.

18640. Do you say that that was not sufficient compensation?—I say it was not half enough. He held a farm of about 100 acres, the model farm of the district, and it was gradually and gradually increasing, and he fenced and hedged, and drained it, and brought it to the highest state of cultivation at his own expense.

18641. Under whom was it held?—Mr. Browne, of Aughantaine, Mr. Thomas R. Browne.

18642. You say he did not wish to leave the farm?—Yes.

18643. He thought he got an insufficient amount?—Yes.

18644. Baron DOWSE.—What was the increase asked from him?—I think his rent was £200, and the increase would make it £250.

18645. That would be an increase of about £50?—Yes.

18646. CHAIRMAN.—If a tenant-right system could be secured by doing away with evictions, except for non-payment of a fair rent or bad conduct, would that be reasonable?—Yes; and for the advantage of the country and of every honest man in it.

18647. And for other parts of the country?—Yes; everywhere.

18648. Do you think it would be of advantage to Galway?—All over the country.

18649. It does not exist in Galway?—I don't know. I am not long here, and I have had few conversations with the farmers.

18650. Do you think the people in the country—in the West—would be satisfied if they had such a law?—I believe the people generally, if they had such a law, from conversations I have had, would be satisfied.

18651. You don't know what is going on in the country?—No, not much in this part of the country.

18652. Baron DOWSE.—Do you think it ought to satisfy them?—Yes. I think it ought to be fair between man and man.

18653. I suppose this gentleman, Mr. Smith, would have been ready to pay a fair rent?—Yes; but his son was under the impression that it was too high. His son would have been responsible for the management of the farm.

18654. He considered the rent was too dear?—Yes.

18655. And it confiscated his interest in the farms?—It did not recognise his improvements.

18656. What did the landlord do with the farms?—He broke them up into fields and got a considerable sum more for them by auction for two years.

18657. Do you think he made on the whole by it?—He afterwards let them on a 61 years' lease at £250

a year, thus making £50 yearly out of Mr. Smith's improvements, and at his expense.

18658. But he had to pay £1,000?—I believe he did. I believe he lost nothing by it. The failure of the existing system is that the sum generally allowed at Quarter Sessions is a compromise. It does not come up to the just claim of the tenant, and the landlord suffers nothing.

18659. Is the natural tendency that the tenant would not get the outside price when the landlord would get something more?—Yes.

18660. And then the landlord fights upon velvet when he goes to a court of law?—No matter what the decision is he is always safe, and the unfortunate tenant may go to the workhouse.

18661. What did the Smith family do?—He is still looking for a farm since 1876.

18662. Has he got one?—No.

18663. Was there a house?—Yes, there was, and he paid 5 per cent. on the money expended in building the house.

18664. When was the lease run out?—He was allowed to remain a year or two and established his claim under the Act of 1870, and he was willing to pay the previous rent.

18665. Then he remained a year or two paying the lease?—The lease was at the lower rent, *i.e.*, the rent included the 5 per cent.

18666. But the low rent he was willing to pay, including the 5 per cent.?—Yes.

18667. Mr. KAVANAGH.—What proportion did the rent bear to the Poor Law valuation?—It was over; Poor Law valuation, £167 10s.; rent nearly £200.

18668. Much?—About the average in the neighbourhood—from one-fourth to one-sixth.

18669. And the rent was about the same as the adjoining land?—It was higher.

18670. But the landlord had done the buildings?—The mere houses. The tenant did all the other things.

18671. Baron DOWSE.—The tenant was paying 5 per cent. on the buildings?—Yes.

18672. And there was something beyond that?—Yes.

18673. If there had been a tribunal to settle the matter between them, would it have been satisfactory?—Yes, it would I am sure.

18674. Even if the tenant were obliged to pay higher, it would be the award of a fair tribunal?—Yes. He was willing to pay a fair rent.

18675. Were you the Presbyterian clergyman?—Yes.

18676. And Mr. Smith was a member of your congregation?—Yes.

18677. And the facts were within your knowledge?—Yes.

18678. That is a tenant-right district?—Yes.

18679. Were the lands well cultivated?—This gentleman had introduced the best breed of cattle, and had introduced machinery on his farms, and he had taken prizes at all the shows.

18680. Had he purchased land close by him?—Yes, all the tenants going out got something.

18681. But the landlord compensated him to the extent of £1,000?—Yes.

18682. I believe Mr. Browne has a good estate?—Yes, some good land, and some mountain land.

18683. I thought it was pretty fair land? What is the rental?—About £5,000 a year.

18684. Mr. KAVANAGH.—Was it for tenant-right, or under the Land Act the claim was made?—For unexhausted improvements.

18685. Baron Dowse.—It was not under the Ulster custom?—No, not under the Ulster custom.

18686. Mr. KAVANAGH.—The Ulster custom exists in Tyrone?—Yes.

18687. Baron Dowse.—Was it the present Chairman, Sir Francis Brady who made the award?—Yes.

18688. Did they appeal?—No.

18689. Why do you think, if they only got one-fourth or one-fifth of what they applied for, did they not appeal?—I don't know. But I know Mr. Smith afterwards regretted that he had not appealed. He only got one-half of what he was fairly entitled to as events have showed.

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Rev. J.
Gardner Robb
D.D., LL.D.

Mr. J. H. BLAKE, of Rathville, Athenry, examined.

Mr. J. H.
Blake.

18690. CHAIRMAN.—Are you a landlord?—I am a land agent.

18691. I believe you are here as a representative of the persons interested in the land?—Yes, all parties interested in the land.

18692. Both landowners and land agents?—Land owners and land agents.

18693. I have not any notes of the evidence proposed to be given by you; perhaps you would say what points you would like to bring before us?—I have the different queries here that was to be replied to, and I will hand them in [Query sheet handed to Chairman.]

18694. Mr. KAVANAGH.—Are you agent to Lord Clanricarde?—I am.

18695. CHAIRMAN.—In this district I see tenant-right does not exist, but does it exist to some extent in the county?—Not to my knowledge.

18696. Or any system corresponding to it?—None whatever.

18697. Not on Lord Clanricarde's property?—No.

18698. Not in regard to the sale of holdings?—No.

18699. Is a great deal of the land of the country held under leases, already given, or have there been leases lately given?—No, not to any extent.

18700. Are the lands held generally or altogether by yearly tenants?—Yes, by yearly tenants.

18701. Under written agreements?—By written agreements.

18702. All written agreements?—Yes.

18703. Were they existing before the Land Act of 1870?—Some were previous to the Land Act, and any arrangements afterwards were made in accordance with the Land Act.

18704. Are there any special clauses in them barring the Land Act?—No. I think the agreements were all drawn in accordance with the Land Act.

18705. As regards the County cess, how is the land held?—In some instances I have allowed public cess, but latterly I have not.

18706. Speaking of that, is that only on the property you are concerned with, but not on others?—Really I don't know what other parties do.

18707. Have you found that that system of written agreements has worked well with the tenants?—I think so.

18708. And that they are satisfied?—They appear satisfied.

18709. Has there been any difficulty about the rent at any time within the last ten years?—How?

18710. As to tenants objecting to the amount of rent?—No.

18711. You had no difficulty in getting the rents?—Latterly there is.

18712. Did you make any abatements last year?—No.

18713. The rents were not generally abated?—No.

18714. Was there any difficulty in getting the rents up to last year?—None.

18715. But there has been difficulty since then?—Yes, owing to the agitation going on through the country.

18716. Well in the agitation, it seems there is advice given to the tenants to offer and give the Government valuation. Have they done so?—I have not made any collection since that advice has been given. My collection did not commence yet.

18717. You say here that the rents generally on the estates you represent are about five per cent. over the Government valuation?—Yes, on an average, that

is the case, but in many other cases they are considerably under the Government valuation. I gave the average.

18718. What do you consider a fair moderate rent over the tenement valuation?—I think I speak very moderately when I say that 15 per cent. over the tenement valuation would be a fair rent.

18719. I suppose the rents vary according as the holdings are adjacent to towns, or the reverse?—Yes, according to the circumstances of the different localities.

18720. You say that up to last year no objection was raised by the tenants to the rents?—None whatever.

18721. Were they in pretty good circumstances?—I think so.

18722. And there had been good times?—Yes, but the two or three last years were very bad, and they lost a good deal of their stock.

18723. Have the tenants done much in the way of improvements on their holdings?—As a rule they do very little.

18724. Have they generally built the houses on the holdings?—Well, I don't know. I cannot exactly say that. I think originally they might.

18725. Are the houses mostly thatched?—Yes, mostly thatched. Some are slated on the Marquess of Clanricarde's estate.

18726. Did his lordship make any allowance in former times for improvements?—The tenants, in many instances, either got slates or timber towards the improvement of their houses.

18727. Has there been any difference in that system, either by Lord Clanricarde or other landlords?—I don't know. I have made no allowance since the Land Act. It has checked any improvement in that way.

18728. As regards the tenants it has made no change—that is, they have not improved any more than before?—Certainly not.

18729. And you say that that has not been very lately?—Very lately at all events.

18730. Do you think that the tenants about two or three years ago began to find difficulty from the pressure of bills that they had run up with tradesmen?—I think that they came to operate largely upon them. From the facilities given under the Land Act the tenants were considered to have a large interest in their holdings, and the shopkeepers gave them large credit and ran them into debt.

18731. Were they able to get accommodation at the Banks?—They were able to get more accommodation at the banks than before.

18732. Do you think that debts accumulating in that kind of way had something to do with the difficulty of paying the rents?—Yes, certainly.

18733. Between that and the bad times?—I think that extravagance of the people tended more to it than the bad times.

18734. Do you think that the extravagance was more than the improvement in the way of living?—There was extravagance in the way of living and in the clothing. The women, I think, were very expensive in their habits of clothing latterly.

18735. Do you think it was more so than their class in life afforded?—Yes. They idled a great deal of their time. There is no industry among the women now. They buy everything in the shops. In former times they manufactured, as a rule, in their own houses their clothing and petticoats. Now they buy

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everything in the shops, and they spend their time very idly, I think. They used to manufacture their own linen, but not now.

18736. I suppose that was partly from their being able to buy in the shops cheaper than they could manufacture the goods themselves?—No, I don't think that.

18737. BARON DOWSE.—It gave them more time to idle to go to the shops?—It gave them more time to idle. That is what I complain of.

18738. CHAIRMAN.—Is there any great extent of waste land in your district reclaimable?—The cut-away bogs are all reclaimable.

18739. Are they mostly at the tail end of a man's farm?—They are bogs that they have no control over. They are waste lands.

18740. Do they adjoin the farms?—Some portions adjoin.

18741. Are they added on to the farms?—I have done so in many instances.

18742. Do they reclaim them?—Yes. I have set some of the cutaway bog at a shilling an acre of nominal rent on a graduated scale, eventually rising at the end of fifteen years to 10s. an acre. I have found, in many instances, the bogs in the same state in which I had set them eight or ten years ago.

18743. Do you think that land valuable in its existing state?—It is of very little value in its present state.

18744. I suppose there is an extent of land that you would say is suitable for a great reclamation?—I don't know that there is; not to my knowledge.

18745. BARON DOWSE.—It would not be possible to reclaim a limestone flat?—No; it would take time. My brother has reclaimed some, but it cost a great deal of money.

18746. CHAIRMAN.—Do you think there is any ill-feeling between the agents and landlords and the tenants in your part of the country?—I think there is. They look upon us as a different race of people to what they are.

18747. You think they are changed in disposition?—Yes; they are losing a great deal of their respect and allegiance towards us.

18748. BARON DOWSE.—Don't you think that is common among all classes of the people?—Yes, I think so, among the growing classes. The old men acknowledge their allegiance to a great extent.

18749. CHAIRMAN.—Have you thought of anything in the way of legislation as regards land that would improve the state of the country?—Really I don't know. I would leave it to the Government to suggest that. I think there are some portions of the country over-populated. I think if there was a good system of emigration it would benefit those who were left behind, and certainly benefit those sent away. There are a great many people located on portions of land, and which, if they had it for nothing, they could not exist on it. What can a man do on two or three acres of land? He cannot feed himself upon it.

18750. But if he has other employment he can get on?—Yes.

18751. Do the people go to England from your district?—No, not from this locality.

18752. MR. KAVANAGH.—What in your opinion is the smallest holding that a man, without any other means of support, could exist upon decently—not to say affluently—on the land you are accustomed to?—I should say 25 to 30 acres. That would be a moderate farm, or at least I would consider that moderate.

18753. Have you ever heard of the proposal of relieving the thickly populated districts,—that is bringing the people from thickly populated districts, into the waste lands to reclaim them?—I think that it would be a mistake.

18754. Have you had any experience of peasant proprietors,—that is farmers buying their holdings under the Bright clauses of the Land Act?—I am not aware of any case.

18755. Do you think that that would be a good scheme to encourage?—I don't think it would.

18756. You don't think it would be advisable for the Government to advance money to help farmers to buy their land?—I think not. I don't think it would.

18757. BARON DOWSE.—Did you ever contemplate the idea of the Treasury becoming the landlords of Ireland?—Never. I think it would be a great mistake. The few of that class that I have seen were the most reckless and unindustrious I have ever known. The greatest extortors and the greatest spend-thrifts and generally went to the bad themselves,—I mean proprietors of land value from £100 to £300 a year.

18758. CHAIRMAN.—Were they men having tenants under them?—Yes.

18759. Small landlords?—Yes; small landlords.

18760. BARON DOWSE.—Is it not the tendency for a man to have tenants under him?—Yes.

18761. Is that to be encouraged do you think?—I think not.

18762. CHAIRMAN.—Is it the custom for such men to get the utmost they can out of the land?—One case occurred adjoining Lord Clanricarde's property. In reference to some Church land, a man came in and purchased it. He paid £23 an acre for it, and he wanted £15 rent instead of former rent of £8 15s. I did not accede to that, and he served a notice to quit.

18763. MR. KAVANAGH.—That is your experience of the man when he becomes the owner?—Yes; that is my experience.

18764. What condition are the labourers in in your district?—I think pretty fair. They have pretty good wages.

18765. What are the wages of an unskilled, able-bodied man?—1s. 6d. a day, and 2s. to 2s. 6d. when there is a pressure.

18766. That is in the harvest time I suppose?—Yes, in the harvest or in the Spring.

18767. You said that you thought 15 per cent. over the Poor Law valuation would be a fair rent, but that the general rents in the district were only about 5 per cent. over it?—I mean Lord Clanricarde's estate.

18768. What is your opinion of Griffith's valuation? Is it a fair test of the rent?—I think it is the nearest approach to the value of the land, but I don't think it is a correct valuation.

18769. Do you think it is the same in one district as in another. Is it equal in every place?—I don't think so. It was made at a time that there was more tillage than now, and they valued the tillage more than the grass lands.

18770. On the whole you do not think it a fair criterion by which to arrive at the value of rent?—It is the nearest approach.

18771. And the only one?—The only one. It is the one by which the taxation is fixed.

18772. Has there been any change in the rents on this property—any raising of rents?—There was an adjustment of rents upon the fall of some leases, but that adjustment only brought the rents to what I state them now to be.

18773. CHAIRMAN.—Were those at different dates according as the leases fell?—Yes, as the leases fell. A good many leases fell upon the occasion of the death of the late Sir Thomas Burke.

18774. MR. KAVANAGH.—Would you take into consideration the case of a tenant's improvements?—I put nothing on them.

18775. The general complaint we have heard is that tenants' improvements are always valued when readjusting the rent?—I avoided that in every instance, and brought the rent only to the tenement valuation, or a little over it, in accordance with the valuation made by Griffith.

18776. Now as to improvements, does Lord Clanricarde do much in the way of draining?—There is a good deal of money laid out on the estate. I have paid over £20,000 myself for improvements in draining, fencing, road-making, and arterial drainage.

18777. Therefore the statement is not true that has been made that the improvements all belong to the tenant?—Certainly not. On my nephew's estate—Colonel Daly's—he has expended a large sum within the last 5 years, or over 5 years, in drainage and reclamation.

18778. Has the Land Act made any difference with the landlords in the way of making improvements?—I think it has changed it.

18779. Have you had many evictions on the estate?—Very, very few indeed. I think I am over 20 years agent to the Marquess of Clanricarde, and I don't think upon notice to quit I had over two or three evictions, and any others that took place were for non-payment of rent.

18780. Have there been any actual evictions for non-payment of rents where the tenants have been displaced, or have there been many of them?—Not many.

18781. Is it not the rule that although the Sheriff is sent down the tenant is put back into his holding as caretaker, and redeems it?—Yes.

18782. Then there were very few evictions?—Very few actual evictions. They have 6 months for redemption, and they are generally allowed in as caretakers for the time of redemption.

18783. What amount of arrears do you allow before you bring an ejectment?—Not 3 years.

18784. Baron DOWSE.—How much rent do you receive for Lord Clanricarde?—£23,500 a year.

18785. How many acres does that represent?—Over 50,000 acres.

18786. What part of the county does it lie in?—Some near Galway, and some midway to Loughrea and from that to Portumna. It extends from Galway to the Shannon.

18787. Is there much mountain land on it?—A good deal.

18788. How does it lie?—North-west of Portumna, and the south of Loughrea.

18789. But a good deal of it is very good arable land?—A good deal of it is good arable land.

18790. In some places the rents are higher or lower, but on the average they are 5 per cent. over the Government valuation?—Yes.

18791. Has there been much distress on the estate?—No, there has not.

18792. Are the tenants well off?—Yes.

18793. Is there much discontent, or did you find practical evidence of discontent among the tenants?—I don't think there would be any if they were let alone.

18794. With reference to the improvements Lord Clanricarde had effected, they were affecting his estates?—Yes; in arterial drainage, and fencing farms.

18795. Does he add anything to the rent for that?—I think there was a small addition. It was before my time.

18796. But you have been instrumental in spending £20,000 on the estate?—Both in the time of the previous agent and my own time.

18797. What was it spent for?—Portion for arterial drainage, and other portions for fencing and roadmaking.

18798. Those were general improvements?—Yes.

18799. They were not improvements made on particular farms?—General improvements which were advantageous to the tenants.

18800. But it was to them in gross, and not to each?—No; in gross.

18801. Now, with reference to the houses, you found them on the estate?—Yes.

18802. They are not a natural product?—No.

18803. And they were built by somebody?—Yes.

18804. And probably the tenants built them?—I presume the tenants originally must have built them.

18805. Some of the houses are slated?—Yes; a good number.

18806. As a rule, are the tenants well housed?—Indeed they have comfortable houses.

18807. And, as a rule, they are comfortable, and pretty well off?—They are.

18808. You have not practically evicted anybody for a number of years past?—Not for years past.

18809. Have you had any cases in the Land Court?—One, I think.

18810. That is since the court was established?—Yes; I think, only one.

18811. You say that in not more than three or four instances you have evicted on notices to quit?—Two or three.

18812. Did they get anything for going out?—No. The case of eviction was owing to the man living elsewhere, and having a farm from his lordship. He tilled all the farm, and made it a draw farm, and I said he should live on the farm, or give it up.

18813. He was not a resident tenant at all?—No; he was not.

18814. Then there were no evictions on notice to quit?—Very few.

18815. There were some evictions for non-payment of rent?—There were, and I think all the holdings were redeemed very nearly after the time for redemption.

18816. So that substantially upon Lord Clanricarde's estate the tenants have fixity of tenure, without any law giving it to them?—Yes; really that is the case, and there is no danger of them being turned out.

18817. So long as his lordship gets a fair rent they are perfectly secure?—Yes.

18818. With respect to fair rents, have you had any differences with a tenant as to what is a fair rent?—When adjusting the rents I stated what they were to be, and the tenants stated that there was no objection, and that it was a fair rent, and they signed the agreements. I walked most of the land, and readjusted the rents, and the tenants agreed to them; and took out agreements under the terms and in accordance with the Land Act.

18819. CHAIRMAN.—That was when the leases fell in?—Yes.

18820. On yearly holdings has there been a general revaluation?—Yes; on one portion of the estate.

18821. But not as a rule?—No.

18822. Baron DOWSE.—Suppose a man had a farm, and wanted to go away, would he have to give it to the landlord, or could he agree with an incoming man to give anything for it?—I have allowed the sale of land in that way, but I was always anxious, if a man was going away to consolidate the holdings and give the land to the man adjoining.

18823. And would he give anything for it to the outgoing tenant?—I think he would get something from the incoming tenant without me knowing of it. Very often the outgoing man would owe a couple of year's rent, and the incoming man paid it.

18824. You said that there were some parts where if the people lived on them they could not pay anything?—I think the estate near this town is very much over-populated. That estate would be a great deal more valuable if there were not so many people on it, and those remaining would be more comfortable.

18825. CHAIRMAN.—Has that arisen from subdivision?—I have not allowed any subdivision.

18826. Has that arisen from leases?—Yes.

18827. Baron DOWSE.—Is that in the borough of Galway?—Yes.

18828. Had they anything to do with the votes?—I think the votes contributed to it. They are 40s. freeholders.

18829. CHAIRMAN.—With regard to turf bogs, do the tenants get them rent free, or is there a payment for it?—I set the banks at a very moderate rate, about half the value they would set otherwise at; and every farthing of that money is laid out in repairing

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the roads for the advantage of the tenants in going to and from the bogs. It produces about £80 a year—the setting of the turf bank; and every farthing of that is laid out on the roads, and none of it ever goes into Lord Clanricarde's pocket.

18830. Baron DOWSE.—Supposing there was legislation in this direction, that a man was allowed to remain on his farm so long as he paid his rent, and the rent to be fairly fixed between man and man, that would leave things on Lord Clanricarde's estate much the same as they are?—Yes, very nearly.

18831. Such a law would do you little harm?—No.

18832. It would be a terror to evil doers, and a praise to those that do well?—Yes.

18833. CHAIRMAN.—As regards the larger improve-

ments that Lord Clanricarde has carried out, you said that the tenants have not taken much advantage of the improvements?—No; the open drains run through their holdings, and I cannot get them to clear those drains.

18834. Does that arise from a feeling that one man in doing so would be assisting his neighbour?—Yes; I believe that is the reason, that one would be helping another. Last year I got a lot of the drains cleared, and could only recover a small portion of the outlay. It was all for their own advantage.

18835. And the result is that any advantage they had got from the drains is lost by their allowing them to get clogged up?—Yes, in a great measure.

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Mr. BURTON PERSSE, Moyode Castle, Athenry, examined.

18836. Mr. KAVANAGH.—I believe you are a large landowner?—Yes; I have 6,769 Irish acres. The rental is £7,791.

18837. Do you manage your property yourself or through an agent?—I manage it myself.

18838. You can give an outline of the way in which you manage as to the rents?—I collect my own rents.

18839. I think you say that your rents have not been altered for some considerable time?—Not since I came into possession, nor for some time previous. I am in possession for twenty years. They have not been altered, except in two or three townlands, since.

18840. Do you find any difficulty in making the alteration?—None, whatever.

18841. Your proposal was agreed to?—Quite so. In fact it was only a slight change—a mere trifle.

18842. Have you had many ejections or evictions?—I had one eviction in twenty years, in 1874.

18843. Was that an eviction on the title?—No, for non-payment of rent. This tenant owed four years' rent, and was the worst character on my entire property; he left owing me £75. I am managing the property since I came into possession.

18844. I suppose you have now and again to serve ejection notices?—No, hardly any.

18845. Then you find no difficulty in collecting the rents?—None, until latterly. In the last collection I had some difficulty; but on the whole of my property it was pretty well met, I may say.

18846. Now, you expended a good deal, I think, yourself, in the district?—I did expend a good deal in unskilled labour as well as in skilled labour.

18847. That is in the way of giving employment?—Yes; I have been looking over my books for the last twenty years, and I find my labour bill has been from £1,000 to £1,500 a year. Last year it was £1,500.

18848. That gives employment to small tenants?—Yes, to all the small tenants on my own property, and to others on the neighbouring properties as far as it is convenient for them.

18849. What class of holdings would supply your labour?—Generally men holding from five to ten acres, and latterly men who held larger holdings, because the times not being so good, many were anxious to earn a livelihood.

18850. What is the smallest holding a man could live on, with no other means of support?—I should think from fifteen to twenty acres at least.

18851. Do you think if subdivision was allowed at all, it should be limited to that?—Yes, I do. The subdivision is ruining the country. The tenants have subdivided some of the holdings without my knowledge. In one case I allowed a tenant a sum of money to build a barn, and he turned it into a dwelling-house for his son, who had got married.

18852. Do you spend money on drainage?—Yes; and last year I spent £500 for the benefit of the tenants alone.

18853. Did you charge them anything for that?—They volunteered to give something, but I don't think they will do so. I don't intend to charge them with it.

18854. Do you find them making any improvements themselves?—Very little.

18855. What is the average size of the holding in your property?—I should say about twenty acres.

18856. Then you have a great many tenants?—Yes; I have a good many small tenants—more than I wish to have of that class.

18857. You find that that class of tenants do not make much improvements?—No. I find that tenants who have beneficial holdings do not.

18858. Have you many leaseholders?—Not many; but I find that those who have leases do not treat their land as well as those who have not, especially one in the county Kilkenny.

18859. CHAIRMAN.—Are these leases which would run out soon?—No; there are two lives of one of them still in existence, and I think there is a term of years afterwards.

18860. Mr. KAVANAGH.—Have you considered the question of Griffith's valuation as a guide to the rent?—I think it is no safe criterion at all. It is not a true test.

18861. Do you consider it is too low?—Much too low.

18862. Do you consider it is at all equal?—No; it is not equal. In some cases I have known it on good land to be only half the value, and in others not more than a third or a fourth.

18863. Have you many grazing farms?—Yes, but chiefly in my own hands in this county.

18864. What do you say about the valuation in regard to them?—I think the valuation of grazing farms on good land is nearer the value than it is on indifferent land, but it is no true guide to go by.

18865. Have you much mountain grass land?—No. I have got no mountain at all. I have got a good deal of bog.

18866. CHAIRMAN.—Do you consider it a fair rent on the large grazing lands?—Not nearly.

18867. Baron DOWSE.—But in other cases the valuation is below the rent?—Yes, considerably below the rent—from one-fourth to one-half on any property I have.

18868. Mr. KAVANAGH.—Are there many long leases on your property—such as perpetuities?—Not many.

18869. Have you considered the question about peasant proprietors?—Yes, I have; and I consider it would be the worst thing that would happen the country.

18870. Even if not adopted in a general way?—Yes. I don't say what the result would be. I think in a short time the proprietors, as you might call them, would squander away their means, and get mortgages on their holdings, and things would get back to the worst. The shopkeepers would get hold of them, and they would get into worse hands than at present.

18871. Suppose a farmer of 100 acres was nearly able to purchase his farm, would it be any harm to help him?—I don't think so, if he could work it properly. The only thing is that I know tenants who

have had beneficial interest in leases who have gone to the bad more than those who worked hard for their bread.

18872. You don't think the fact of ownership would make a man improve, as a rule?—No. I think it would make them greater idlers.

18873. CHAIRMAN.—Do you think of late years they have become idlers?—Yes; in late years they have got into debt by wasting their time and going to shops and markets, and different places, with no business.

18874. Twenty years ago, when you became owner, did you find that the people would improve their holdings and become owners?—I think until quite recently they were better inclined to work on the land and get on in the world.

18875. Do you think that things have occurred that made them feel insecure?—No, I think they are more secure.

18876. Was that before the Land Act?—I don't think before the Land Act they were insecure, or even thought themselves so.

18877. It was partly the insecurity of the tenants that caused the Land Act?—Yes, I suppose so.

18878. We have been told that for a year or so after the Land Act, there was a tendency to improve, and then it ceased?—Yes, at first there was progress or an improvement, but latterly they think of everything else, and idle half their time.

18879. Did they not think great things would be got from the Land Act—that there would be security, and found they could not get it except from litigation?—Yes, that was the first effect of it.

18880. Have they not a general dread of getting into a law court?—Yes, they had.

18881. Do you think that the land generally in the hands of tenants is run out, and that has caused a failure of the crops?—Decidedly.

18882. What do you attribute that to?—To bad tillage and cultivation.

18883. Has that been from the habit of using guano on the land?—Yes, they do not make manure now. They do not plough up the land in proper time. I think they have lost a great deal of faith in the artificial manure latterly, but five or six years ago they thought of nothing else.

18884. Then taking the crops off the land, and not making manure, and the use of the guano injured the land?—Yes, it had that effect. For the last few years I have refused to assist the tenants to use guano, but to take pains to make manure, and use bones.

18885. Your property is not near the sea?—It is about fifteen miles from it.

18886. Does the use of seaweed injure the land?—Yes, the constant application of it.

18887. Does it force the crop?—It cauterises the land very much if used constantly.

18888. Have you made any difference as to improvements since the Land Act?—Not since the Land Act. I think the tenants are pretty well pleased so far as regards the improvements.

18889. Did you execute the drainage with the object of giving employment?—Yes, there was an arterial drainage carried out through my property, as well as on Lord Dunsandle's property, that gave the tenants plenty of employment.

18890. And did it employ the people?—Yes.

18891. Were any of the small farmers employed on the work?—Yes, some of them were. I paid on my property about £90 a year for the last twenty years interest on drainage charge.

18892. Was that amount, or some part of it, put upon the tenant or added to the rent?—I never put any of it on them.

18893. Baron DOWSE.—Where is the bulk of your property in Galway? What part of it?—Near my own place and near Portumna and Eyrecourt.

18894. You talked of property you had in Kilkenny?—Yes close to Freshford.

18895. Do you see any difference between the ten-

antry on the one part and the other?—There are larger tenants in Kilkenny—larger holdings.

18896. A better class of people?—Yes.

18897. Do they pay their rents well?—Yes.

18898. What is the size of the farms as a rule?—From 100 to 200 acres.

18899. Are they agricultural holdings?—Yes. The only bad farm I have is where the tenant has a beneficial lease. He pays me £200 a year for it, and he receives for it £300.

18900. He has sublet it?—He has assigned it.

18901. He is responsible to you for the original rent?—Yes.

18902. What length of lease is that?—There are two lives to run.

18903. Do you say the land is not well looked after?—It could not be worse. The present manager for the tenant is the Bishop of Kerry, Dr. M'Carthy.

18904. How does he manage it?—I don't know. He pays me the rent. It is in the most pitiable state, the house and offices all tumbling down and going to ruin.

18905. But the land in this county is in a different way?—Yes, it is.

18906. They are smaller farms?—Yes.

18907. What do you employ the labourers in doing?—Road making and drainage, building walls and reclaiming waste land.

18908. Had you any disputes with the tenant as to the rents to be paid?—The tenants have asked for considerable reductions, and I gave them what was thought fair.

18909. What did you give?—I did not give a general reduction, but I gave, as I thought, the individual cases deserved.

18910. Did you think it satisfactory?—I thought it better to do so, although it gave more trouble.

18911. You found it worked?—I did.

18912. Have you had any cases in the Land Court?—I had the other day.

18913. About what?—A tenant who owed two years' rent said he would not keep on his holding. I had served him with an ejectment, and he found he could not pay, and he came to me and asked what I would allow him to go away, and I told him that the £100 he owed me would be fair. He said if I would leave it to two gentlemen he would agree to it. I left it to two gentlemen that he named, and they awarded him £100, in addition to what he owed. I asked when he would go, and he said in a week's time. I said "No; I will give you two or three days." And I asked him what it would take to get him a lodging if he went away, and he said £1 or £2, which I gave him—that was £102 altogether. We parted then, and he gave up his holding. Afterwards he took an action against me for improvements.

18914. Then he made a land claim for improvements?—Yes.

18915. Did he get anything?—No.

18916. Was the case heard before Mr. Henn?—Yes.

18917. What was the tenant's name?—Banbury. He had a very good holding from me of sixty acres of land, which he had at 10 per cent. over the valuation.

18918. Baron DOWSE.—Did you let it then to another tenant?—I did.

18919. Did you get a fine?—No.

18920. Did you make any increase of rent?—Yes. I gave it for 3s. an acre more, but I was offered a fine and a higher rent. I have lost by it £150.

18921. That is the only case you had in the Land Court since the Act was passed?—Yes.

18922. And that was one case in which you succeeded?—Yes.

18923. Any improvements that are made, are they made by the tenant?—Some of them are, and in some cases I have allowed for improvements.

18924. Who built the houses?—I allowed a tenant £70 for a house he built at one time, but it was not in this county.

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18925. Do they generally build the houses themselves?—I suppose; but I have no doubt that they were assisted by my father, and I assist them myself, with timber.

18926. What are the principal towns in the neighbourhood?—Galway, Athenry, and Tuam.

18927. You are not near the coast?—No, not within ten or twelve miles at the nearest point.

18928. Your property is all inland?—Yes.

18929. You have had no disputes with your tenants as to rent?—No, except in the case of a man I had to evict years ago, who owed four years' rent.

18930. You don't serve notices to quit?—No; I have not served any.

18931. You are not unpopular among your tenants?—No; I think not.

18932. Supposing that any disputes took place between you and your tenants as to rent, would you have any objection to any tribunal to settle them?—I would be very glad if there was such.

18933. And one that would satisfy both landlord and tenant?—Yes.

18934. If the law said you were not to turn out the tenant if he paid the rent, you would be satisfied?—I would not turn him out.

18935. Practically, they have fixity of tenure with you?—Quite so.

18936. Do you think the Land Act has in any way served the tenant?—It may give him a greater hold on the land, but it is imaginary. I made no difference since.

18937. So far as you are concerned it made no change, for you would do what is honest and right?—Quite so.

18938. There is a law against theft, you are aware?—Yes.

18939. It would not affect you or me if there were no such law, but there are others that it would affect?—Yes.

Mr. N. J.
Richardson.

Mr. N. J. RICHARDSON, of Tyaquin, examined.

18940. CHAIRMAN.—Do you agree in the answers given to the last two or three questions in the way the Land Act has worked, or would you agree to arbitration in the settlement of differences?—Yes. I have had no differences.

18941. Supposing there was a difference, would you agree in the opinion, that you would have an impartial tribunal to settle differences?—I would object in particular cases, but if it were general I would not object.

18942. If it were a general law, you would agree to it?—Yes, I would.

18943. I believe your property consists of about 2,500 acres?—Yes. The only points I wish to draw attention to are in reference to the Poor Law valuation, and also as to landlord's improvements.

18944. Well, now take the landlord's improvements. Are you in the habit of making allowances towards improvements?—I have made improvements myself principally on grass farms, but I have given assistance to farming tenants.

18945. Mr. KAVANAGH.—I think you speak with the experience of a large agent, as well as a landowner?—Yes. I would rather refer to my own property.

18946. What experience have you as an agent?—I think there are about 5,000 or 6,000 acres in Roscommon, and some property in Galway.

18947. Now, as to the improvements that you make on your own property, what have you to say?—As to the grass farms I make all the improvements. I allow the tenant to do nothing. I scour the drains myself for they will not attend to them.

18948. You go entirely on the English system?—Entirely.

18949. And you do everything yourself?—Yes. I pay all the rates and taxes. The tenant has nothing to pay but the actual rent he agrees to pay.

18950. As to other improvements what do you do?—I assist the tenant. Since the Land Act was passed I am not so anxious, but in the last few years I have given assistance.

18951. You have remarked that the effect of the Land Act has been to check improvements?—Yes, certainly. Recently the tenants wanted me to make some improvements, and I agreed, but they would not pay the interest I would have to pay on the money, and the land will not be improved.

18952. What have you paid for improvements as landlord's agent?—Very little, but in my father's time there was £10,000, within the last ten years, expended on drainage and planting for shelter.

18953. Have you spent much in building, or given money?—I have given timber and lime, and various assistance in that way, and small sums of money.

18954. It is clearly your evidence that, as a general rule, the improvements on the farms are not wholly by the tenants?—Certainly not, on my estate. My

tenants are very improving, for I make them be so. It is a small estate, and living among them I try to encourage them, and they have improved, perhaps more than others.

18955. Have you any difficulty about arranging rents?—Never. The rents were raised about twenty-five years ago, but I know nothing about it. Since I had the management, for fifteen years, there was none, except in the case of a leasehold that fell in. My last November rents that I collected in May are all paid.

18956. That is the hanging gale?—Yes, my Poor Law valuation is very much under the actual rents. It is fully 60 per cent.

18957. On what class of land?—It is the small holdings. On the grass lands it is much higher, but they are improved. In small holdings the valuation is 60 per cent. under the rent, but in my case the valuation is absurdly low. I never had a case of non-payment of rent in my life.

18958. And you have had no complaints?—Yes; now since the cry about Griffith's valuation there is some talk of it, but I have received the rents up to the present.

18959. Was it originally reclaimed land?—It was wet land, and then there was a good deal of arterial drainage. The property at the time the valuation was made was in a bad way, and the tenants were poor, and it looked bad. It looked, in fact, exceedingly bad; but owing to such an amount of money being spent on the improvements the tenants became better off.

18960. Then all the drainage was your work?—No, not in the case of small holdings, for they have done it themselves.

18961. But you afforded the means?—Yes, in the most of the cases.

18962. Do you consider, with the 60 per cent. over the Poor Law valuation, that the tenants' improvements are not taken into account?—Certainly not, for the rents were fixed twenty-five years ago, and the improvements are since then.

18963. On the Roscommon property have you any difficulty about the rents on the part you manage as agent?—There is now. There is great difficulty now in getting in the rents.

18964. Are they much over the Poor Law valuation?—25 per cent.

18965. How long is it since they were fixed?—Certainly not since the Land Act. I don't know when they were raised or when they were re-adjusted.

18966. How long are you the agent?—Since 1872.

18967. Are they large holdings?—Some of them are.

18968. Not grass farms?—Some of them are, but there is a great deal of tillage.

18969. Until the late agitation there was no diffi-

culty in arranging or getting the rents?—None whatever.

18970. Those rents were not considered high?—No; the landlord of the Roscommon property allows the Ulster custom, and he has allowed £10 an acre.

18971. Then that is allowed there?—Not in the district, but in that place.

18972. Do you on your own property?—No, I do not, and would not recognise it, because the incoming tenant is burdened by a heavy debt.

18973. You think that the money spent in purchasing the good-will is money kept from the working of the farm?—It is.

18974. Are there any instances in your district of properties being bought by speculators in the Landed Estates Court?—No. My father purchased a property here in the Landed Estates Court, but that is the only instance.

18975. You have heard complaints of rack rents?—Yes, I have heard of it.

18976. You do not know an instance of it?—No, I do not.

18977. Is there any other point you wish to give information on?—Not that I know of.

18978. CHAIRMAN—As to the Grand Jury cess on new tenancies, what is the custom?—There are only two new resident tenancies, and in both cases I allowed half county cess. On grass lands I pay the whole, as the question does not arise.

18979. Do you agree with what was said as to the cultivation of the land, and the manuring being badly done?—Wretched. They will continue to till the land instead of laying it down in grass, as it ought to be.

18980. And using too much artificial manures?—Yes.

18981. And using their own seed?—Yes, using their own seed.

18982. Has there been much done in the way of inducing them not to continue using their own seed?—I have done so by introducing champion seed, and it has been successful. It is very good.

18983. As to the other crops, have they been good or bad?—Very bad, except in new land, and even in new land; but in worn-out land the potato crop is not worth digging.

18984. Is some of your own land turf bog?—Yes, a good deal of it.

18985. Is that cut away?—Yes, the tenants reclaim it.

18986. But is there an increase in the rent there?—Not for twenty-five years. In fact, land that was not in their holdings—about 100 or 200 acres—have been added in that way.

18987. What crops grow in turf bog?—Where there is a shallow bog there is a particular kind of grass grows which is suitable for making paper. It is not sufficiently developed to say whether it will do or not.

18988. Mr. KAVANAGH.—Is that bent?—No, that grows in sand. That is full of silica. This other is nilic grass.

18989. BARON DOWSE.—What part of the county does your property lie in?—Five miles from Athenry.

18990. Is it north?—It is east, north-east to a certain extent.

18991. Then it is altogether low-lying land?—Yes.

18992. Now, these grass farms you speak of where you make the improvements, do you consider that in the rent?—Yes. In some cases there are farm lettings.

18993. Those are not tenants from year to year?—No. I let the farms from year to year.

18994. What rent would you get from the tenant?—On the average I get from 25s. to 30s., and some run to 50s. an acre.

18995. Have you had any cases in the Land Court?—I had two cases of ejectment on the title. One of

the parties went to America. I paid money to his sister.

18996. They never made a land claim?—No. It was an ordinary civil bill. I considered there were too many tenants on the land.

18997. Then you have had very few cases since 1870?—Those are the only two cases I ever had.

18998. Have you had any cases of eviction for non-payment of rent?—I never had one for non-payment of rent.

18999. Had you ever any disputes with any of the tenants for non-payment of rent?—Never.

19000. Then if there was a general scheme of arbitration you would not object to it?—I would not.

19001. Then practically with you the tenants have fixity of tenure?—They have.

19002. So long as a man pays his rent you would not turn him out?—No.

19003. Suppose a man wanted to go to America would you allow him to dispose of his interest?—I would try to buy him out.

19004. You would give it to himself?—Yes. I would then let it out again.

19005. On what estate in Roscommon is the Ulster custom observed?—On Mr. Dillon's. It is not generally allowed, but in some cases he has allowed it.

19006. Why did he allow it? Was it fair?—Because he thought it fair.

19007. That is the charm of the Ulster custom, that a landlord is always sure of his rents?—That is good enough, but there are certain drawbacks. It would be the custom in some parts and not in other parts.

19008. The custom must have had a beginning?—Yes.

19009. And without the consent of the landlord it could not exist?—I don't know.

19010. And the landlord must have found it advantageous for the payment of the rent?—Some of the tenants on the estate have objected to the rent and tried to get it reduced.

19011. Do you know anything about peasant proprietors?—No.

19012. What is your opinion about the new idea of buying up the landlords?—I don't know. Many a landlord would like to be bought up; but, I believe the scheme would be injurious to the country.

19013. What would you think of this. Suppose a landlord was willing to sell a portion of his estate to a thriving and industrious tenant who had a considerable portion of the purchase-money himself, would you see any disadvantage in facilitating that?—If both parties were agreeable I think it might be allowed.

19014. Do you think the State should lend any money?—I have not considered this point, but it might be of advantage.

19015. Were any of the properties sold under the Church Act?—No.

19016. Have you ever come across any leaseholds in perpetuity?—No. There is one leasehold but it is held at under Griffith's valuation. There are twenty-one years of the lease yet to run.

19017. The tenant has a good interest in it?—He has.

19018. Is he better off than his neighbours?—Worse.

19019. What do you attribute that to?—Laziness. He is the only tenant in debt, and I said to him that he ought to look after his farm. He said the land was able to mind itself. I think that when they have the land too cheap they think they can hold it themselves.

19020. They think they can get enough out of it to enable them to live?—Yes, always.

Oct. 22, 1880.

Mr. N. J. Richardson.

Oct. 22, 1880

Mr. William
Daly.

Mr. WILLIAM DALY, of Dunsandle, examined.

19021. CHAIRMAN.—You are a land agent?—Yes.

19022. Over what extent of property?—Over 31,000 English acres.

19023. For one landowner?—Yes.

19024. For whom?—Lord Dunsandle.

19025. Is there anything connected with Lord Dunsandle's property you wish to give us information about?—I can give general information.

19026. Is there any custom for the sale of holdings on the property?—No.

19027. Then as to improvements, what has been the custom on Lord Dunsandle's property?—All improvements that have been made have been done by the landlord, scarcely any by the tenant. Some tenants have improved their houses.

19028. For what time do you speak?—Sixteen years.

19029. Can you say, within the last sixteen years or within any fixed number of years, the total amount spent by Lord Dunsandle on improvements?—To my knowledge there must have been £3,000 laid out on arterial drainage.

19030. Is that during the time you were agent?—Yes. In arterial drainage before my time there were £15,000 or £16,000 expended.

19031. Within the last twenty years?—Yes, and since.

19032. Has any interest been charged on the tenants?—Not that I know of.

19033. Was that altogether on arterial drainage?—On arterial drainage and road-making partly.

19034. That gave a good deal of employment in the district as well as improving the property?—Certainly.

19035. So far as you know have the tenants taken advantage of that in improving their holdings?—Certainly not.

19036. In the way of keeping up the drainage?—Certainly not. They allow them to get filled up, and will not clean them out.

19037. You say that there have not been leases given?—They have not been asked for. We give them if asked for.

19038. Are the tenants generally under written agreements?—Most of them—not all.

19039. Are they consistent with the terms of the Land Act?—Yes.

19040. Even in cases of persons who could contract themselves out of it?—We have had few lettings since the Land Act.

19041. What is your opinion as to the criterion for rent of Griffith's valuation?—I think twenty-five per cent. over it is a fair valuation.

19042. On Lord Dunsandle's property is that carried out?—Yes.

19043. Is that the extreme rent?—Yes, except in grass farms which are improved it is very much higher.

19044. Do you think the improvements by the landlords are rather checked by the Land Act?—Certainly.

19045. That is from the uncertainty whether they would be allowed for them?—Yes.

19046. That is lest it could not be proved that the landlord made the improvements, the presumption being that it was the tenant?—Yes. We charge a nominal rent for the use of turf.

19047. Are the tenants allowed to cut any for sale?—No, but they do, a good many of them. They are not allowed to do it.

19048. Then as to the general opinions on the subject expressed here, do you agree generally with the answers given by the previous witnesses?—Yes, entirely.

19049. Mr. KAVANAGH.—Do you know of any cases of tenants purchasing their holdings under the Church Act?—No. There has been no church property sold in my neighbourhood.

19050. Have you thought of the peasant proprietary scheme?—I have lately.

19051. What is your opinion in regard to that?—Decidedly injurious to the country—that is on a large scale. In a small way it might be of use.

19052. Do you think if a farmer was thrifty and industrious, and had money, and the landlord was willing to sell if money was advanced, would it be an advantage?—Yes, I think so.

19053. Would it make him a loyal man?—Yes, decidedly, more loyal than at present.

19054. Then you think it would be an advantage to have a few of that sort scattered about?—Yes.

19055. CHAIRMAN.—Do you think in the case of outlying property where there is not such communication between the landlord and tenant it would be an advantage to have them?—Yes, a few scattered over the country.

19056. You would not like an estate cut up by one tenant buying a portion, and another not?—No.

19057. Mr. KAVANAGH.—How long is it since Lord Dunsandle's rents have been altered?—Not since I came in as agent, and a considerable time before that.

19058. And there has been no attempt to raise them?—No.

19059. Do you think they are reasonable?—Yes, I think so.

19060. What is that?—Twenty-five per cent. over Griffith's valuation.

19061. And you have had no complaints from the tenants?—No, not till now.

19062. Baron DOWSE.—Have you ever had any cases in the Land Court?—Never.

19063. Had you any evictions for non-payment of rent?—One eviction.

19064. For how long a time?—For the last sixteen years there was only one eviction.

19065. Was the man turned out entirely?—Yes, it was within the last six months.

19066. Is his time for redemption up?—No.

19067. Is he the caretaker now?—No.

19068. He may redeem?—He may, but I do not think so.

19069. Have you the land in your hands now?—No; we let it to a man named Hynes, but they held an indignation meeting, and the man was obliged to leave.

19070. What town was that near?—Half way between Athenry and Loughrea. The farm is vacant, and the fences taken down, and the hay lying there.

19071. Did the fences fall down themselves or were they thrown down?—Thrown down.

19072. And the farm is lying idle?—Yes.

19073. That is the only case you had of an eviction for sixteen years?—The only one.

19074. How much rent did he owe?—A year and a half. He had no means and he was ruining the farm.

19075. Was there much crops on the farm?—No, he had no crop, except one ridge potatoes, and one road of oats.

19076. Did he lose the crop?—He had none, except what I have stated. He had a very nice farm, but he never looked after it.

19077. Was it set at a reasonable rent?—Yes, it was.

19078. Have you had ejectments on notice to quit?—Yes, for non-payment of rent, but never carried them out.

19079. Then on Lord Dunsandle's property there is fixity of tenure?—Yes. They are quite welcome to live there for ever if they pay their rent.

19080. With respect to the peasant proprietors, do you say if a man is thrifty and industrious, he ought to be helped?—The reason I would go in for the scheme, is that it might make the country more loyal and peaceable.

19081. Then if that is so, the sooner the better?—Yes, of a certain class.

19082. If you turned the whole country into

peasant proprietors, do you think you would have a landlord in twenty years?—No.

19083. I put the question this way, if you turned every tenant in the county Galway into peasant proprietors, would you have a gentleman or landlord in the country in twenty years?—I think not.

19084. Would that be an advantage to the country?—No. I only thought that peasant proprietors scattered here and there would make them more loyal.

19085. CHAIRMAN.—In the case of the man you referred to has the time for redemption come, or has he done anything for redemption?—No, the man said he would have nothing more to do with the farm. I offered to get him the protection of the police.

19086. Then he loses money?—He does. He paid £18; when forced to give up the land he asked me to return him the £18, which I refused, and told him to go to the Land League.

Oct. 22, 1880.
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Mr. William
Daly.

Mr. ACHESON FRENCH examined.

Mr. Acheson
French.

19087. You are a landowner?—I am agent to my brother, Mr. Robert Percy French.

19088. Have you any other agencies?—No.

19089. What is the extent of the property?—I had not time to fill up the queries. It is about 5,500 acres.

19090. What is the rental?—The Ordnance valuation is £3,458.

18091. What is the rental?—A little over £4,000.

19092. Have you anything to say as to improvements?—The improvements are checked now.

19093. What has been the outlay by your brother?—He has spent some hundreds of pounds lately.

19094. Well, within the last twenty years?—I think about £200 every year. The tenants got help to repair their houses; timber and lime and money were advanced to them.

19095. Was anything done in the way of drainage?—Not much.

19096. Have the tenants not done much themselves in the way of improvement?—Some two or three have. Very few.

19097. They are rather at a stand still altogether then?—Yes, very much so.

19098. Is there much turf bog there?—Yes, a good deal.

19099. What do they do with the cut-away turf bog?—They don't do very much. If they leave enough of the turf on the ground, it can be reclaimed, and would grow potatoes.

19100. They do not do much towards reclaiming it?—No.

19101. What is done, then, as to the county cess?—I don't think there is any alteration since the Land Act.

19102. Have you had many changes of tenancies since the Land Act?—No, for the last twenty years or so the tenants are the same, and there has been no change in the rentals.

19103. The rentals are something in excess of the Poor Law valuation?—In some cases it may be a fourth over. In some cases they are over, and in some under; the grass farms differ.

19104. Have the rents been paid generally?—Well, they were generally.

19105. Was there much distress last year?—In some places there was.

19106. Are there many labourers on the property?—A good many; they all have more or less land.

19107. They are small tenants?—Yes, small tenants. I think out of about 280 tenants there are 227 of them small tenants, all paying under £10.

19108. And under that they are regular labourers?—Yes.

19109. Are any tenants large enough to have labourers under them?—Yes, a few of them.

19110. And they have them, I suppose, and give them houses as part of their wages?—No, they do not; they come from the neighbourhood.

19111. What sort of houses are the labourers living in?—In the ordinary thatched houses.

19112. Fairly good?—Fairly good, thatched houses.

19113. Does your brother give them help?—He gives them timber and lime.

19114. I am speaking of the labourers without land?—We have none who have no land.

19115. Mr. KAVANAGH—Do you allow tenant-right, or the sale of holdings on the estate?—No; it is not generally the custom.

19116. Does it take place?—No; there are a few instances, where a man has gone to America, and he generally brings in a tenant, or asks my approval of him, and I try to make an arrangement between them.

19117. You don't know what passes between them?—They come to see if I approve of the tenant.

19118. But you don't know what the incoming man is to give the outgoing?—Yes.

19119. Then it is practically winking at it?—Yes.

19120. It is not forbidding the sale?—It is done but in a few instances.

19121. Baron DOWSE.—I suppose there is not much change of tenancy?—I think there have not been three since I became agent.

19122. Practically your tenants have fixity of tenure?—Yes, and they have gone on there from father to son.

19123. And you never thought of turning a man out except for non-payment of rent?—No.

19124. Have you any evictions?—No.

19125. Or any ejectments?—No.

19126. Had you any cases in the Land Court?—No.

Mr. PERSSE recalled.

Mr. Persse.

19127. CHAIRMAN.—Do you wish to add anything? I wish to make one remark as to my properties—one in King's County and one in County Roscommon—and they are the poorest tenants. The tenants have in one case their holdings under valuation, and in another at the valuation, and they are the worst tenants I have.

19128. Mr. KAVANAGH.—The worst tenants?—Yes.

19129. Baron DOWSE.—Is not the rent very fluctuating?—Yes.

19130. In some places it is higher than in others?—Yes. I bring this forward to show that when they have the land too cheap they do not take care of it.

19131. Would you handicap them with a high rent?—I would think so.

Oct. 22, 1880.

Mr. James E. Jackson.

Mr. JAMES E. JACKSON, of Killagule, near Oughterard, examined.

19132. CHAIRMAN.—Are you a land owner?—I am an owner of land, and farm my own land, and am agent over some property. A few years ago I was agent for property of about £1,000 a year. The tenants in my neighbourhood are for the most part small holders.

19133. We have been asking generally as to the proportion of the rent to the valuation?—I should think the rental is generally 40 or 50 per cent. over the poor law valuation.

19134. Do you think it a reasonable rent?—I think so.

19135. Have they been able to pay it regularly up to about two years ago?—Most of them. Some of them are very poor. If they got their places for nothing they could not live on them.

19136. Do they go out as labourers as a class?—They do. Some go to England and more to Scotland. They work, too, on the farms of neighbouring land-holders.

19137. Baron DOWSE.—Are they near the sea shore?—No; fourteen or fifteen miles from it. They are near Lough Corrib.

19138. CHAIRMAN.—In fact, they are labourers, with rather too much land?—The most of them have not enough to live on, and they take conacre from the larger farmers.

19139. That is for green crops?—The potato crop, and generally speaking only that. They may sow turnips, but that is all.

19140. Do they put their own manure in?—Yes; guano.

19141. Do you think that to put the guano in is as good as ordinary manure?—It is ruinous to the country side. We used to have good crops of wheat. We used to have a ton an Irish acre, and now to get 15 cwt. is considered a large crop.

19142. Do the tenants sell their holdings?—No; they are not allowed, but they do surreptitiously.

19143. What happens then?—If a decent respectable man is coming in it is allowed.

19144. But it is allowed?—I have turned out a man because he was a bad character.

19145. But sale is allowed?—No, it is not allowed as a rule. We object to it.

19146. Baron DOWSE.—But it takes place?—It takes place occasionally.

19147. CHAIRMAN.—Are the tenants at all inclined to reclaim additional bits of land, such as that underturf bog?—Yes; and potatoes grow well on cut-away bogs, but as to improving the holdings, as a rule, they do not. The landlords have not much encouragement to improve for them. A few years ago there was a lake in the middle of the property, over which I am agent, and this lake used to flood over in winter. I spoke to the tenants, and said—"Would you wish a drain to be made out of the lake so as to drain it." They said, "Yes." I said I would do it, but it would cost £40 or £50, and they must pay the interest, and they said they did not mind. I employed themselves at fair wages to cut the drain. They had asked what rent I would put on, and I said 1s. in the pound, and they agreed to it, but when I asked for the additional rent they would not pay a penny.

19148. How long ago is that?—Five years ago. They were backed up by the priest. I said I would have to give them notices to quit, and I did so. They still resisted, and I served them with processes of ejectment. Even at the last moment I said, "if you agree to my terms, I will withdraw," and they gave in. I have been denounced ever since by the priest for my harsh conduct towards the tenants.

19149. Baron DOWSE.—Your harsh conduct consisted in asking what they promised?—Yes.

19150. CHAIRMAN.—Do they pay now?—They have refused to pay anything this year unless I reduced the rent to the Poor Law valuation. Last year I gave a reduction of half a year's rent—50 per cent. I forgave the half-year. I think they required it. They are very poor.

19151. Have you had many other cases of ejectment?—No.

19152. Did you try that as a test case?—No; I took proceedings against all who refused to pay—about twelve tenants.

19153. Did many go on to eviction?—I brought all the cases into Court, and after my counsel had opened the case they submitted. I offered at the last moment this. I said I would not proceed with the cases if they agreed to the terms they had previously agreed to, and they did submit; so that there is very little encouragement in my part of the world to improve the land.

19154. Baron DOWSE.—Had you many cases in the Land Court for claims?—Never one.

19155. Do you farm yourself?—I do.

19156. Is your own farm near Oughterard?—About four miles. It adjoins the property over which I am agent.

19157. For whom are you agent?—I am agent over a small property that adjoins my own farm that I bought twenty-five years ago. I am agent to Captain Martin.

19158. You say there are some parts where the tenants could not live, even without having to pay rent?—Some of the holdings are only £2 10s. a year, and one only 18s. 8d. the half-year.

19159. You say they get employment as labourers?—Yes; and the oldest boys go to England and Scotland.

19160. Last year I believe there was no demand in England or Scotland for labourers?—No.

19161. And that led to a great deal of distress?—Yes, it did.

19162. Have there been many going this year?—A good many.

19163. I heard it said that there was not much money made this year?—Yes.

19164. Would the people pay a fair rent?—I cannot say.

19165. Are there any who ever dispute it?—They say they are willing to pay a fair rent. They tell you so, but they would like to be their own valuers.

19166. I suppose the landlords do not want anything more?—No.

19167. And if they paid that they might hold for ever?—Yes; unless a man sublets.

19168. And unless a man treats the land in an unhusbandlike manner?—They all do that.

19169. If you were too exacting, you would have no tenants at all?—Yes.

19170. Is it not their interest to cultivate the land as well as they can?—It is; but they are lazy. They do nothing until Spring.

19171. What do they do during the rest of the year?—Go to fairs and markets, and attend wakes and weddings. That is half the winter. There is not a funeral in the country that every person near does not attend.

19172. You are not a native of that part of the country?—I am not. I am a Northern.

19173. The people are not so industrious as in the North of Ireland?—They are not.

19174. Do you think if they had the land, and that they were to pay a fair rent, that they would have a sense of security?—I know one or two freeholders, and I don't think they are better off. The letting value would be about £12 a year.

19175. In the north of Ireland the system of tenant-right has worked well?—No. I declare. I think it is monstrous. It is twenty-five years since I left the north, but I have known instances of tenants giving twelve years' purchase for their holdings. I don't think the system could be good for the landlord or the tenant.

19176. Well, the north is considered the most prosperous part of the country?—Yes.

19177. And there is some reason for that?—It may be the nature of the people.

Mr. PERSSE recalled.

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19178. CHAIRMAN.—Have you anything to add?—I forgot to mention that I laid out a considerable sum in houses for small tenants who live close to my place. They are tenants and labourers as well. I laid out £800 within the last twelve years.

19179. Baron DOWSE.—That is practically they

are labourers' cottages?—It is. I have as much difficulty in treating with them as if they were paying £50. On my property they are not charged for turf on any part of the estate. They get as much as they can cut for their own use. They pay no ground rent for this.

Mr. Persse,

Mr. WILLIAM MALLEY, of Dangan, examined.

Mr. William Malley.

19180. CHAIRMAN.—Where do you live?—Within a mile of the town of Galway.

19181. How many acres do you hold?—We are under two landlords.

19182. How much do you hold under each?—

16A. 1r. on one—Mr. Mullens's property.

19183. Who is the other landlord?—Mr. Persse, of Roxborough.

19184. Baron DOWSE.—Is that Mr. Dudley Persse?—Yes.

19185. CHAIRMAN.—How many acres do you hold under him?—Eleven Irish acres and one rood.

19186. What do you pay Mr. Mullens?—£18 7s. 8d.

19187. What do you pay to the other landlord?—£22 14s. 9d.

19188. Have you had any arrears of rent of late years?—No.

19189. When did you first begin on the holdings?—My father before me had the holding of Dangan.

19190. Did he die?—My father died lately, but he had got the land from his own father.

19191. When did you begin to be the tenant?—Sixteen years ago.

19192. Your father was the tenant while alive?—No, but to the year 1861.

19193. Baron DOWSE.—Was he tenant as long as he lived?—No.

19194. CHAIRMAN.—Was it when he died that the rent was raised?—It was raised twice. When Mr. Mullens purchased the place it was raised.

19195. The O'CONOR DON.—When did he buy the property?—I think nearly forty years ago.

19196. CHAIRMAN.—When was the first change of rent that you remember?—I don't remember. It was when I was a child.

19197. After Mr. Mullens bought the property when was a change made?—Immediately. It was £4 10s. first, and then was raised to £9. The landlord desired me improve the land and that he would compensate me—the only compensation I got was to double the rent.

19198. What was the improvement?—Quarrying stones and fencing. He sent out a surveyor to know what the land would produce.

19199. And the change then brought it up to £18 7s. 8d.?—Yes.

19200. What is Griffith's valuation of that holding?—£6 10s.

19201. Did your father build all the houses and offices?—Yes, he did.

19202. Did your brother hold also there?—No, they are all gone to Australia by the dint of bad landlords. They were the cause of my poor old father's death also.

19203. Baron DOWSE.—Were Mullens and Kyne of Galway your landlords?—Yes.

19204. They that had the wine store?—Yes.

19205. CHAIRMAN.—Is there anything else you have to say as to the other property?—Yes.

19206. What happened there?—His rent was £30 first. There are three holdings. When the lease was out the landlord raised the rent £15. I am paying £7 10s. of that, as I have a holding and a half.

19207. Three of you, I understand, hold together, and how much do you pay?—£30 was the first rent.

19208. How long ago is it since there was a rise?—Nine or ten years ago; when the lease expired he rose it £15.

19209. And made it £45?—Yes.

19210. Has there been any rise since that?—No rise.

19211. The O'CONOR DON.—What was the lease?—It was the life of an old man. The landlord gave a reduction on last year's rent, but nothing else.

19212. CHAIRMAN.—You say you paid £22 14s. 9d.; was it on that?—Yes. There are other parties holding along with me.

19213. The O'CONOR DON.—After the lease was dropped was the land divided between you?—No. Last year he gave separate receipts. Before that he never did it.

19214. What was your individual rent before the lease dropped?—I was not the tenant at the time the lease dropped.

19215. How did you get it then?—The parties were going to Australia.

19216. Did you give anything for it?—I gave a year's rent for it.

19217. Was that of the increased rent?—Yes, it was of the increased rent.

19218. You say that ten years ago the rent was raised from £1 10s. 6d. to £2 an acre?—Yes.

19219. CHAIRMAN.—Is Mr. Algernon Persse the agent?—Yes.

19220. The O'CONOR DON.—Did you only give a year's rent for the interest in that farm?—That is all.

19221. Baron DOWSE.—How much do you say Mr. Persse raised the rent?—He raised it £15; that is £7 10s. on my part.

19222. Why did you pay him?—I would be turned out of the land.

19223. How long ago is this?—About ten years ago.

19224. Before the Land Act?—I believe it is.

19225. The Land Act was in 1870. Was it before or after that?—I think before that.

19226. Are you sure of that?—I am not certain.

19227. The O'CONOR DON.—Didn't you say you did not get the land until after the rise?—No, I did not.

19228. How do you say then he raised it on you when you did not get it till after the rise?—It was after the rise I got it certainly.

19229. Your father never had the land from Mr. Persse?—No. There was an ejectment fourteen or fifteen years ago by the Marquis of Clanricarde. There was no cause but making improvements.

19230. Baron DOWSE.—Who was the agent?—John Blake and Richard Carthy.

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Mr. Patrick
Malley.

Mr. PATRICK MALLEY, Dangan, examined.

19231. CHAIRMAN.—Do you hold in partnership with the last witness?—I hold one holding from Mullens and Coyne. Mr. Coyne is dead now.

19232. That is 13a. 2r.?—Yes.

19233. And the rent was £12 10s.?—Yes.

19234. The original rent was £4 10s.?—It was at one time, thirty years ago. It was then £4 10s., and it has been raised now up to £12 10s.

19235. Is that the entire holding or the part of your share?—My part. About twelve years ago the rent was raised last. It was then raised from £9 to £12 10s.

19236. Did you buy into this farm?—No; my grandfather always had it.

19237. You say that after the purchase by Mullens he raised the rent?—Yes, and it was raised since.

19238. Was that ten or twelve years ago?—Yes, that was the last. The other rise was thirty years ago.

19239. And the last one ten or twelve years ago?—Yes.

19240. What was the first rise?—To £9, or to double the amount of what had been paid.

19241. Have you made any improvements on the farm?—Yes; I took the stones off it and top dressed it.

19242. Was it a hilly land?—Yes; it was all stones and rocks.

19243. The O'CONOR DON.—Is it very near a town?—It is in the borough here. It was like a mountain—a rocky, bushy place.

19244. Do you have to pay heavily for rates?—Yes, every rate that attaches to the town.

19245. CHAIRMAN.—Do you each pay separately and get separate receipts?—Yes; I have my last half-year's receipts.

19246. Then you did not hold in partnership?—No, we did not. Mr. Persse long ago did not give separate receipts.

19247. Does all the land near the town have to pay rates?—Yes. The borough of the town is only two English miles out.

19248. Have you a good road?—No; there is a lane going in from the good road.

19249. Is it hilly?—Yes.

Mr. Peter
Moloney.

Mr. PETER MOLONEY, of Ragoon, examined.

19250. CHAIRMAN.—Where is Ragoon?—It is two miles from the town.

19251. Do you hold under Mr. Ede?—Yes.

19252. Does he live in England?—Yes.

19253. Who is the agent?—Mr. Kelly of Galway, a poor rate collector.

19254. How many acres have you?—I think it is 17 acres, as far as I understand. I never measured it.

19255. What is your rent?—£25.

19256. How long has that rent been the same?—I could not tell.

19257. As long as you have known it has it been £25?—I have only known it, or been in it, eight years.

19258. Did you buy it?—I did.

19259. You bought it at the rent of £25?—Yes.

19260. Did you give a good sum for it?—I gave £140 for it.

19261. The O'CONOR DON.—Who did you give that to?—To Mr. Martin Ruane.

19262. The previous tenant?—Yes.

19263. CHAIRMAN.—That was eight years ago?—Yes.

19264. What have you to say about it? Has it not been raised since that time?—No.

19265. You thought it worth £140 to get it?—I thought it was until I had a trial of it. I had a little stock of money—£400 or £500—and it is all gone now.

19266. How did you make your money?—In California, by working for it.

19267. Have you spent much money in building?—I have spent about £100.

19268. What did you do?—I spent it in draining and cultivating furze and bog.

19269. You spent nothing in building?—No.

19270. Did you do this mostly by spade work?—It was all spade work. I could not put a plough to any of it.

19271. Was that done by getting other tenants of his to join you and you would give them help, or did you hold the land with others?—My holding is separate from the others, and I employed day labourers to assist me with the reclamation.

19272. Did they come forward to help you in working it?—No.

19273. BARON DOWSE.—You say others along with you?—No, there was no one along with me in working the land but paid labourers.

19274. CHAIRMAN.—Did you get any abatements last year?—No, I did not, and all the rest of the tenants got it.

19275. I thought you said there was only one other?—No, only in that townland.

19276. Have you had a notice to quit in consequence of non-payment of rent?—No, I got a process for non-payment of rent.

19277. When was that?—Last April. I have the process here. (produced)

19278. What was it for?—was it a year's rent?—A year's rent. I got it very sudden.

19279. Did you settle that?—Yes. I was obliged to sell my sheep and borrow some money.

19280. Who is Mr. Blake?—He is a solicitor in the town.

19281. You had to settle with him?—I did.

19282. And did you pay him costs?—I had to do it, and I could not afford it.

19283. Is some of the land going to waste now?—Yes, for I am not able to stock it, and it is bad for tillage.

19284. Why is that?—It is all boggy land, going to furze bushes for the want of cultivating.

19285. BARON DOWSE.—Is it too dear at the rent?—Yes.

19286. Is it the same rent it was when you bought it?—Yes.

19287. Why did you buy it then? Was it because the times were better?—Yes. I did not know what to do with my money. The times were better.

19288. How long were you in California?—Three years.

19289. What brought you back to this wretched country?—It was a misfortune.

19290. Is not the other a far better place?—Yes, it is far better.

19291. CHAIRMAN.—Had you losses in your cattle?—I had heavy loss. I lost a fine milch cow, worth £15, and I lost a bullock, worth £10, this year alone; and I lost two sheep value £5.

19292. Was that from disease or accident, or what?—It was disease. It was milk fever the cow had. Two of the sheep were drowned, and the cattle were lost by dry murrain, or red murrain.

19293. You gave £140 for this holding, and you spent £100 on it, and do you say it is worse now than when you got it?—The land is better, but the seasons are far worse.

19294. BARON DOWSE.—Were you born in that place?—I was not.

19295. Where were you born?—Three miles from it.

19296. Had you any fancy for it?—I had the money for it. I thought I could never spend out all

the money. My father was Mr. Cummins' steward, and we never paid any rent, and I did not know what land was.

19297. How did you make the money you had?—I was working in one of the mills for crushing the ore.

19298. CHAIRMAN.—When you lost your stock in the bad years did you apply for an abatement or an allowance of some sort?—I applied for it.

19299. And you would not be allowed any?—No. The man that was there before me gave some little fine for it. He was worth £800 or £900 to my knowledge. On the day he left it he was worth nothing.

19300. Baron DOWSE.—And you saw him leaving it in that way?—I did not know what he had when he went in.

19301. CHAIRMAN.—You did not know the difficulty he experienced?—No, I did not.

19302. Baron DOWSE.—Did the landlord know you were buying it?—The agent knew of it, and the landlord said to the agent that he was well satisfied to get a good tenant.

19303. Then your idea is that it is over-rented?—It is over-rented. No one—I don't care who the man is—could take the rent out of it, and the rent alone.

19304. Did you ask for a reduction?—I asked the agent for a reduction.

19305. What did he say?—He said he would not.

19306. If you were going to sell would you get anything for it?—No. No man would pay the rent I am paying for it if it was there for 100 years.

19307. What do you think it is worth honestly as between man and man?—£13 a year.

19308. The first rent?—£13 was the first rent.

19309. If a man got it for £13 rent would it not pay him?—Yes.

19310. It is £25 now?—Yes.

19311. That is a difference of £12 a year?—Yes.

19312. Does £12 a year make all the difference

between a man living in comfort and otherwise?—£1 might help a poor man. You could deprive a man of an acre of potatoes for £2 alone. The oats are all gone.

19313. You have a good market in Galway?—Well there is, but it is not so very good now, for the crops are bad.

19314. You have nothing to sell?—No.

19315. If you had a good harvest and a good year, could you make the rent?—I could not, to do the best.

19316. When you bought it you did not understand the value of it?—No.

19317. The O'CONOR DON.—When you bought it were any others looking for it?—No.

19318. Baron DOWSE.—You were anxious to come back to the country you were born and bred in?—Yes, I was. When I had a little money I thought I could not do better.

19319. Mr. KAVANAGH.—Who settled on the £140?—Mr. Cullen, who died since.

19320. Who was he?—He was Mr. Ede's agent—the landlord's agent.

19321. He arranged that you were to give the outgoing man £140?—Yes.

19322. Did you think it was too much at the time?—Well, I did, but I thought I could knock a living out of what I had. I had £300 or £400 after paying that, and I thought I would never be a day poor.

19323. Baron DOWSE.—Did the man going out owe rent to the landlord?—Yes.

19324. And the landlord got the rent out of the purchase money?—Yes.

19325. Mr. KAVANAGH.—Was anybody else looking for it?—No.

19326. Would anybody else have been foolish enough to give £140 for it?—I don't know.

19327. The O'CONOR DON.—Were any other holdings sold on the same estate?—No.

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Moloney.

Mr. THOMAS COOLEY, of Newcastle, examined.

19328. CHAIRMAN.—Where do you live?—At Newcastle, near Oughterard, about a mile and a quarter from Galway.

19329. You hold seven acres of land under Mr. Algernon Persse?—Yes.

19330. Your rent is £27 7s. 6d.?—Yes.

19331. And you are living on the land?—Yes; I am.

19332. How long have you been tenant?—Well, my father is the tenant still. He is alive.

19333. You father is the tenant?—Yes.

19334. How long has he held?—I think he has it close on the last seventy years. He is in the eighty-third year of his age.

19335. Was there a rise of rent on him twenty-eight years ago?—There was.

19336. Was it raised to the present rent then?—It was.

19337. It was raised from the sum of £2 18s. 4d. an acre?—That was the old rent, and it was raised to £4.

19338. Has there been any other change since that?—No. I brought my landlord's two eyes to see the land and his bailiff and agent.

19339. Was it to see the land?—Yes. I said that not a person in Europe could have done more with the land than we did. I said, I shear, and cut my bit of hay, and everything that wants to be done. I can do it without employing a labourer, and it is filling me to the neck to take a living out of this, and I asked him to come and see it. On coming up he examined it. He said—"Why did you hold it if it was not able to pay you." I said—"I am an only son, and my mother died in her seventy-sixth year of age, and here is my father in his eighty-third year, and if I left my old father and mother I would not have luck anywhere I would go, and that is what kept me in the face of the seven acres of land." There

is as much stones as would make a breakwater from the quays of Galway to the lighthouse, on the seven acres of land. Any man would tell you he would require to have a bone-setter or a doctor to be walking there, for in the dusk he would have the chance of dislocating some of his bones, and I am paying 4s. 10d. for poor rate, and 13s. 11½d. of rates four times in the year.

19340. The O'CONOR DON.—Are you within the borough?—Yes. I have to pay for the maintenance of the roads, and 15s. for sewerage rates, 16s. for water rates, and 5s. for a new church.

19341. How for a new church?—It is a burial rate. It is for a new cemetery. These are worse than the others.

19342. Baron DOWSE.—Do you get any water?—No. I have a spring well behind the house. Mr. Persse was after walking on the opposite farm, which is only separated from me by the public road, and I saw him and his bailiff, and I brought him back to my farm, and I said—"What is the nature of the farm you are after walking over. Is it not better than all of where we are standing." He said—"I admit it is better than this." I said, you are making me pay £15 for this acre of rocks and stones you are standing on. That is unconscionable. Here is one old cow to do a couple of people, and all her bones can be numbered, and there is not two acres of pasture.

19343. Is there not some good spots among the rocks?—No; if you would light it with a match it would blaze away. There are a few acres that my father and I reclaimed in his days, but it is impossible to reclaim this part. There are high stone walls, seven feet high and four feet broad. I showed him the wall that I cleared off, where I cut a little bit of meadow, and where I had cleared off fifty yards in length and four

Mr. Thomas
Cooley.

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Mr. Thomas
Cooley.

feet wide. I had put down some to make a little garden, and I said I would not have changed the wall for a £10 pound note. He said—"Well, I would have been better pleased if you had let it alone. You done it to make land for yourself, and you only a tenant-at-will," and he said give up the land and he would pay me for my crops.

19344. I suppose he would charge you rent for the land?—He would charge me rent for the hairs of my head if he could. I asked £5 from him, and it was as good as a dog barking at the moon the way he spoke to me.

19345. Mr. KAVANAGH.—Who is your landlord?—Mr. Algernon Persse. I told it to his face.

19346. CHAIRMAN.—Your land was formerly at the rent of £2 18s. 4d. ?—Yes.

19347. And raised to £4 ?—Yes.

19348. That brought it up to £27 7s. 6d. ?—Yes.

19349. Griffith's valuation was £8 ?—No; before Griffith's valuation was made, I recollect two valuers going round the land, and each different man only valued that spot at £8 in the year, and then the Griffith's valuers when they came round raised it to £13 5s., on the land, because we had a few little fields by the road that we reclaimed, and they thought that the rest of the holding was the same as that. They thought the part behind the house was like the front.

19350. You thought it was valued too high ?—Yes.

19351. That it was all valued too high ?—Yes.

19352. Baron Dowse.—They only looked at the front of it you say?—That was all. I asked Mr. Persse to send any man to my holding to examine it, and that I would be satisfied with what he would say. I said—"I will be satisfied with yourself for every acre it is worth to charge it, but not to be making me pay £4 an acre for rocks and stones." I said I would not pay it only for my father, who would die in the workhouse if I left him.

19353. CHAIRMAN.—Did Mr. Persse make any reduction to the tenants last year?—He did.

19354. Did he make it to you?—No, he kept it from me in March.

19355. Why was that?—In September, 1879, I was not able to pay half a year's rent—that is £10 2s. for one holding. The rent that I got for him in the March before that was in the Bank of Ireland, from Mr. McDowell, who always helps me. I always pay him back when the harvest comes in. I was not able to pay this time. I paid the full half year's rent on the 23rd March, and when I went to the landlord in September last I asked from him a reduction. I told him that I had never broken a grain that was grown—that it was swallowed into the ground again—and I said "if you don't do something for me I will have to throw it up, and will have to leave it there. I cannot keep it any longer." For that holding he gave me a percentage out of it.

19356. You have some other land?—Yes, but it is in two holdings from the one landlord, and there are two different receipts given. If I was a landlord to-morrow myself I would not like anything unjust to be done to me. In general every man of my class from five acres up to ten or twelve, and tillage farmers, something special should be done to keep him from an unjust rent. I asked my landlord to give a just rent to me.

19357. Baron Dowse.—You would be satisfied if it was valued between you and your landlord?—Yes, if the Government would send down a man to value it fairly I would be satisfied. I am oppressed so much that I am trying to live on credit, but the land is not able to meet all the credits.

19358. You consider it a hardship that you should have to pay for water for the streets of Galway?—Yes, and to pay for sewerage rates.

19359. The O'CONNOR DON.—How much do your rates come to on the holding?—I think over £6.

19360. Then you have the privilege of a vote for Galway?—What is the vote? It is better never to

have a vote than to have to eat scallions and potatoes on the corner of a table.

19361. If you were in the county you would have two votes also?—Yes. We send the bidden member to Parliament, and we ought not to have a vote at all. The moment I would not be able to pay a fair rent I would hand my holding over to the landlord. Now, I would say that if he gave the place, although it was raised five guineas before the former valuation—if I got it at the present Griffith's valuation, I would be satisfied, and try to make it out, and if I could not make it out I would hand it over to the owner. The name of a townland in the county of the town is Poul-na-clugh, and Mr. Redington was the former occupant, and he struck the land and set it to the tenant—a Mr. Mulchinock. He died since. He had a bad agent. He lives in the town of Galway. Mr. Barry, the agent now, is an *ex-officio* policeman, and he says "you must give up this, and we will give you ten or twelve acres of mountain, and he said they were buying Mr. Redington's interest. He got a decree for possession last November, and there are eight or nine tenants since without a head of cabbage to support themselves or anything else. They would not get leave to pull a bundle of hay to put under a beast. They are in a terrible state.

19362. BARON DOWSE.—Are these Mr. Mulchinock's tenants?—They are his tenants. It is a happy thing to live under a good landlord, and it is an unhappy thing to live under a bad landlord. I know three tenants within a mile and a quarter of me who have 32 acres, and their land is better than mine, at £1 an acre.

19363. The O'CONNOR DON.—Who is the landlord?—The Bishop of Galway, who bought it for a charity for the poor. He never put a shilling additional on them. One of them is as poor as a church mouse, with 10 acres. He gets the loan of money.

19364. Baron Dowse.—How is that?—I cannot say. He tries to work the land as well as he can. Where there is a small house and a little family it is hard to support them with the necessities of life they want.

19365. CHAIRMAN.—Do you think the tenants were pressed hard by having debts to pay when the bad times came on?—They were.

19366. How did they get into debt so much?—I will show a little of my own case. I never closed an eye since I got these processes for three years' manure that I was unable to pay, and there was a respect for me, and I was not sued until now.

19367. They did not press you till now?—No.

19368. When the times became bad they got uneasy about their debts?—Yes.

19369. Was this for guano?—Yes, and for artificial manures for the turnips and potatoes.

19370. What do you think of using artificial manures?—I never use it unless with good manure and sea weed. I know it is ruining the country by people putting it in by itself. It is riddling Ireland. The humbler tenants have no courage to make manure. They might say they might be doing it, and that they might be turned out and another person get it.

19371. Would they not get compensation?—No. Why go to law with the landlord? The solicitor would get it all and the tenant would get nothing at all. It would be better for a man not to look for compensation, but to walk out as soon as he gets notice to quit.

19372. Do you think that in the good times they had been living better than they should have done?—No, I don't think it.

19373. It has been said so by some?—Never believe them. Now, if a man got 2d. worth of bread it would do his breakfast, and 6d. worth would be his dinner. If he gets any sort of good "Kitchen" it will be 6d. worth as well.

19374. Baron Dowse.—It was said that the women part of the household formerly used to manufacture their linen and their petticoats, and their cloaks, but

that now-a-days they sit idle and do not, but buy things in the shops and get into debt. Is that so?—Don't believe it. How could they sow flax on land for £4 an acre, and buy a wheel for manufacturing it, when my wife could go into the shop, and buy a yard of calico for 4d. Would she be fool enough to kill herself for nothing.

19375. In point of fact you say they could get it cheaper by going into the shop?—All cheaper in the shop than a man who would sow the flax could manufacture it. Gentlemen put a wrong view on things very often.

19376. CHAIRMAN.—They don't look upon it in the right view?—I put it to you that at this moment I am not worth a shilling to settle these processes. I declare that it is the injustice of rising of the taxes that is

leaving me without sleep, or rest, or ease, or without the necessities of life.

19377. Is the rate on the valuation or on the rent?—On the valuation.

19378. Baron DOWSE.—Do you pay more in the shape of rates than you would if you were living in the county?—It would be better for me to be 80 miles away. There is no place like it. In the county they have to pay about 3s. or 3s. 6d.

19379. They have no water rate to pay, or to pay for making sewers?—No. How can they water a horse when they have neither horse nor cart to wear down the roads. Every landlord where the Queen's miles runs should pay, but my little spot unfortunately comes on it, and half of the road occupies more than half an acre.

Mr. M. F. O'FLAHERTY, Lisdona, Tuam, examined.

19380. Baron DOWSE.—You are an owner of land, Mr. O'Flaherty?—I am.

19381. About how much land have you?—I have two estates—one near Tuam, where I reside, the other about four miles and a half from this town—both together about £1,900 a year.

19382. How many acres?—1,705 acres in the property near Galway, and 852 in that near Tuam.

19383. Statute acres?—Statute.

19384. How many tenants have you?—Thirty-four on the estate near Galway, and fourteen on the other. I have a good deal in grass.

19385. Laying aside the grass land from consideration, do you find any difficulty in getting the rents from the tenants of the agricultural portion of the property?—A good deal, for the last two years.

19386. To what do you attribute the difficulty?—I have no hesitation in saying it has originated in the agitation.

19387. Do you think they are able to pay?—Those who are able to pay have been the most reluctant to pay.

19388. I suppose those who are best able to pay have more land than the others?—Yes; they are what we call "strong" farmers.

19389. And are those the persons least inclined to pay?—Yes, unless I accept their own standard of rent. I was told three weeks ago by one of that class that he would pay me provided I took the Government valuation.

19390. Is your land let at above or below the valuation?—That is a very difficult question to answer generally. I do not treat the Government valuation as a uniform standard of value—in some cases the rent is a little over, in many cases a good deal over. In the latter I would say the value to the tenant was better than in the former.

19391. Is the rent in any case under the Government valuation?—No; in no case is it under the valuation.

19392. At an average how much does the rent exceed the valuation?—At an average, about twenty-five per cent.

19393. You say they are willing to pay the Government valuation?—Yes; that is the standard fixed by the local Land Leagues.

19394. Is there a branch of the Land League in your district?—Yes; there is a very active and turbulent one in the neighbourhood of Athenry.

19395. And they have fixed as their standard the Government valuation?—Yes; I was tendered that by the tenant to whom I refer, or a right to be bought out at seven years' purchase by the landlord. He said that was the law. I said, "I don't think it is the law, as yet."

19396. He may have referred to the scale of compensation for improvements under the Land Act?—No; I think he referred to the programme of the Land League.

19397. He said that was the law?—Yes.

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19398. Did he mean the law of the land?—Not at all. When he said it was the law, I said, "Where do you find that?" He said it was the law of the country.

19399. The O'CONOR DON.—The law of the Land League?—Quite so.

19400. Baron DOWSE.—Have you taken proceedings against any of your tenants?—Not this year; I did proceed in two or three exceptional cases last year, and I find in a paper published in Tuam this day week letters from two of the tenants complaining of me. One of them is a very solvent tenant whom I asked to meet me at the usual time last year; he declined to do so. I said to the bailiff, "Go to Fox and tell him I would be glad to see him." The bailiff went but Fox never came—the bailiff went a second and a third time, but Fox declined to come. I knew he had ample funds in his possession to pay his rent if inclined to do so; and I had a process served on him for a half-year's rent in September.

19401. That was an ordinary civil bill process?—Yes; and that was described in the report of the Land League meeting as an arbitrary and harsh proceeding.

19402. It was not an ejectment?—Not at all; but it was stated that I had mulcted the man in costs. The costs were just eight shillings.

19403. Did you get a decree for the rent?—He did not allow the case to go to a decree—he paid the rent at once to my solicitor. I am described as having mulcted the tenant to a grievous extent—not a very pleasant thing to be held up as having done, in these times.

19404. Did you take any other proceedings against your tenants?—No.

19405. Have you ever distrained for rent?—Never in my life.

19406. Have you ever evicted a man on notice to quit?—Never in my life. I am twenty-five years the owner of one of these estates—it was sold in the Landed Estates Court, the valuation being £810 a year; it is now set at £820. It was valued when I purchased it by two as skilful and upright men as there were in the country; they valued it at its present rental, and from that hour to this I never added one shilling to it. I never evicted any tenants except five—during the whole of these twenty-five years; and in those cases the tenants owed two or three years' rent.

19407. Had you ever a case in the Land Court?—Never.

19408. Do you consider the land let at a fair rent?—I consider it cheap. I have a good deal of experience as a farmer—both of grass and tillage farming, and I consider the land well worth the present rent, allowing of course for depreciation for the last two years, which I considered by returning 20 per cent. to every man who paid. I allowed every man 20 per cent. except the lease holders. I have given about a dozen leases on the Galway property, near the town, the tenants in every case having valuable interests—and of course I declined to make any abatement to them.

19409. In the case of those men who said they

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would pay you if you accepted Griffith's valuation, if they paid you the actual rent, would you have allowed them 20 per cent?—Most decidedly; but when a man declined to come near me at all, and at the end of a month sent me his rent, £10 2s. 6d., deducting 20 per cent. I sent it back for the very cogent reason—that I had learned he had been an active disciple of the Land League in my locality, doing all he could to influence the other tenants, and in addition that he was going to ruin as fast as he could, devoting all his time to Land League meetings, and going to public houses and markets idling his time.

19410. You sent the rent back to him?—Certainly.

19411. And never got it back since?—No. He came to me last September, and said he wanted to pay me a year's rent. I said I was very glad to get it, and I sat down to write him a receipt. He said, "how much are you going to draw the receipt for?"—I said "for a year's rent." He replied "I will only pay you Griffith's valuation." I said I would not take it. We then had some conversation which it is unnecessary to enter into.

19412. From what you say, the tenantry on your property, as long as they pay their rents honestly and fairly, have practically fixity of tenure?—Certainly.

19413. You never evict a man who pays his rent?—Never. I consider it a moral crime to disturb a man who pays his rent, and further I consider it unfair not to give a man fair breathing time to pay.

19414. Who makes the improvements as a rule in your neighbourhood, the landlord or the tenants?—Any improvements made, are by the tenant. The fact is that on the estates in my neighbourhood—as is the case I believe in some other parts of Ireland, the properties have been long settled, and the best class of tenants keep farm steadings of the old antiquated type—thatched houses and offices—very comfortable in their way, though not very sightly, nor according to modern ideas. I have no doubt that if I proposed to these people to go into slated houses, (as I did on one or two occasions), they would object. They would consider it arbitrary and tyrannical to interfere with their existing condition. I found that by experience on two or three occasions.

19415. When a tenant wants to emigrate or go away, does the incoming man give him anything?—Always. I have had, as I said, only five evictions during the twenty-five years I have been in possession of the estate. I always allow a tenant who wishes to give up his farm—in fact I consider it only common honesty to do so—liberty to sell his good will, provided only that he gets me an honest and proper man as tenant.

19416. Do they get much for the good will?—Generally two years' rent. If the farm is a large one, I dare say not so much. It always depends on the desirability of the holding.

19417. And on the circumstances of the place?—Quite so, and a good deal also depends on the character of the landlord.

19418. You never object to a man selling his goodwill?—On the contrary, I always permit it. I consider it an act of simple justice; and also an advantage to the landlord. If a man is not thriving, and wishes to leave and go to the colonies, I am strongly in favour of it. I approve of emigration.

19419. Would you consider it objectionable to have rents fixed by a tribunal?—I would. I have an insuperable objection to it. In my opinion the moment you allow a man to interfere with the market value of anything, you depreciate it, and you do not know how far the interference may go.

19420. That may be so in the case of ordinary commodities; but when a tenant is in occupation of a farm, and the landlord and tenant differ as to the value of it, you can hardly say that it is a marketable article?—I do. There is only one way of meeting the difficulty if rents are too high, and that is by lessening the demand, and you can only do this by removing pauperism, and the accumulative pauperism of the

country in our part of the world, is beyond what most persons are aware of. I know in my neighbourhood 620 individuals, in three country villages, who, if they got their holdings for nothing, could not make a livelihood out of them. They must always be in a state of chronic poverty and wretchedness, and greedy for land.

19421. How do they live?—For the last two years they have lived on charity.

19422. The last two years were bad seasons. Suppose the seasons were good, could they live?—No; I don't care how good the seasons are, those people must always be in a state of poverty.

19423. Still, somehow or other, they manage to exist?—Yes, they exist, but in a kind of way which I consider is disgraceful to any civilised community.

19424. Then, in your opinion, there are too many people in the country?—Yes; in those parts of it to which I refer.

19425. How would you remove them?—In two ways: one is by providing waste lands within the island for them, and assisting them to reclaim those lands partly at the cost of the State and partly at the cost of the landlord; and there is no landlord with a grain of sense that would not contribute one half of the expense.

19426. Where are you to get the waste lands?—That is a question I am not quite prepared to answer. I assume that there is plenty of such land from what I have seen. Take this district of Connemara. It contains many acres of land which is now barren, but which could be made valuable by a judicious expenditure.

19427. We were told by a gentleman to-day that to reclaim such land would cost more than the fee-simple would be worth?—I have seen so many diverse statements on that question that I won't offer any positive opinion.

19428. You said that the people you refer to might be removed to the waste lands, and assisted to reclaim them?—Yes; I would advocate either a plan of that kind, or a system of generous emigration.

19429. When you speak of emigration, you have to consider the wishes of the people to whom you send them, as well as the interests of the emigrants?—No doubt.

19430. The majority of the emigrants who leave this country are described as the flower of the population. Would you think that a desirable thing for the country—that the young and able-bodied people should go, leaving the aged and infirm behind?—Certainly not; but I would hold out inducements to entire families to emigrate to our own colonies, or to the United States; but I have no doubt it would be a greater advantage to place them on the waste lands in this country, which are capable of being rendered productive.

19431. You would object to having rents fixed by a tribunal?—Decidedly. I think the effect would be to create a perpetual turmoil in the country. It must be done by arbitration, and the Irish tenant, when once he has got a craze into his head, if Solomon came on earth again and acted as arbitrator, would not be satisfied with his decision. He takes up his ideas from the Land Leaguers, or their oracle, and he would consider any arbitration which was not in accordance with those ideas false and corrupt. I believe it would be a source of continual turmoil and discontent, no matter how equitably and wisely the tribunal was framed.

19432. At present do differences of opinion ever take place between landlord and tenant on the subject of rent?—Certainly.

19433. How are those differences settled?—They settle themselves. The more you narrow the elements of quarrel, the greater the chance of settlement; the more you enlarge them by involving other persons judgments and opinions, the more you complicate the matter and diminish the probability of a settlement. If you leave the matter between the two parties, the

chances are in ninety-nine cases out of one hundred they will settle it between themselves. If you go to a fair to buy stock—it is a matter of every day experience, if buyer and seller differ as to the price, for a third party to come and try to make a bargain; I never saw any case in which it was done that it did not create confusion and prolong the controversy. I think it better to leave the parties to themselves.

19434. The case of buyer and seller at a fair is hardly the same as that of landlord and tenant. If a man brings a cow to a fair, and you come to buy it, he is as independent of you as you are of him?—He may not. There may be times when he may want to sell or you may want to buy; buyer and seller are not always equally independent of each other.

19435. But is not the tenant of a farm more at the mercy of his landlord?—Upon my word I think the balance is very little in favour of the landlord. Supposing a crisis like this arises, which every man of ordinary sagacity might foresee, I think the landlord is in the worse position of the two, for how can he meet his payments, interest, annuities, jointures on his property, and his other outgoings—if the Land Leaguers induce the tenants to refuse to pay their rents.

19436. We are not always, I hope, to have the Land League?—I fear you may consider the Land League as a permanent institution.

19437. You think so?—I do—that is my opinion. Of course I speak with the utmost deference, but I believe whatever Bill you recommend, even if it be carried in the next Session of Parliament, will fail to satisfy the tenantry; and even if it should temporarily satisfy them, you will see the same agitation spring up again before the end of ten years. I believe there is a fixed desire or passion on the part of the Irish peasant to get the fee of the land.

19438. Without paying for it?—Well, on cheap terms at all events. I think they want to be their own proprietors.

19439. Do you think it would be advantageous to the country to have a peasant proprietary?—I think it would be financially impossible in the first place; but in the next place, I think if we had an educated peasantry—an intelligent, thrifty people—proprietors of their holdings, I think it would be highly advantageous to the country.

19440. You think it would be advantageous if the whole country was covered with a peasant proprietary of that description?—Decidedly, provided it could be carried out.

19441. What would become of the middle and upper classes if it were carried out?—I think that they being the minority should not complain of a change which was for the benefit of the country. I would not sacrifice the interests of the community for the sake of one or two privileged classes of society.

19442. Suppose your own estate was sold to a peasant proprietary, would you continue to live in the country?—Unquestionably. I would live more happily than I do at present.

19443. What would you do?—Just as I do now. I would attend my Board of Guardians, I would sit as a magistrate, I would act as a Grand Juror, I would perform every function, duty, and office which I fulfil at present. As to any social status annexed to land—or territorial influence attaching to it—there is none whatever now.

19444. You say you think the scheme is impossible financially?—As far as I can probe the question, I think it is.

19445. If it was financially possible you think it would be beneficial to the country?—Most unquestionably, if administered with judgment and care; but I don't think it comes within the range of practical politics. I consider it a Utopian idea in the present condition of Ireland. I speak of the western portion of Ireland in particular. If our people were like those of France or Belgium it would be different; there the peasantry know their business, and understand agri-

culture; here they are ignorant of it. I have seen in the neighbourhood of Galway—anyone can see it in the harvest time in all parts of the country—fields containing more weeds than cereals, but if you talk to the people about the importance of weeding their land they will laugh at you.

19446. To what do you attribute that?—To their want of training and education.

19447. Who is to train them?—The Government should have training schools in various parts of the country. It is peculiarly the province of Government, they do it in other countries, and even if they did it in no country, common sense dictates to me that nothing could be more valuable than sound and practical agricultural instruction diffused among the people.

19448. Then your evidence is that if it was practically possible you see no objection to having the whole of Ireland turned into a peasant proprietary?—Not the slightest. I believe it would be the wholesomest change that ever took place. I believe it would make the people contented, loyal and good subjects, in the fullest sense of the word, and I believe also that we shall never have any one of these things without it.

19449. You think they won't be contented without it?—I don't believe they ever will. I believe any scheme short of it will become unpopular before the end of ten years—that though it may satisfy them at first it will cloy upon them and they will cry out for something better.

19450. Don't you think that if a peasant proprietary were established, so that instead of having to pay rent the occupiers would have to pay an annual charge to the Government for a series of years, the next thing they would try would be to get rid of the charge, and get the land for nothing?—I don't know that. I think if they saw that the power they would have to overcome was too strong, and beyond their physical reach, they would submit—their only power in the country at present consists in an immoral power—the power of creating personal fear—now, they could not do that with the Government. If you remove that power from them—show them that the party they have to deal with cannot be frightened, and will insist on being obeyed—they will subside into tractable and good citizens. That is my idea. They have a tangible process now of effectuating their object—that is, by infusing personal fear into the mind of every man, no matter how courageous he may be—it is not a matter of bravery, but reckless desperation to resist it. But these people would soon see that there was no use in fighting with the Government, that is evidenced in a small way in the case of poor rates and county cess, they always pay those, because they see there is no use in resisting—pay they must. They have no backdoors, no means of escape.

19451. They could not get rid of them without rebellion or civil war?—Yes; and they regard that as chimerical. At the same time, as I have already said, I don't think the plan of a peasant proprietary could be applied universally.

19452. Why don't you think it could be applied universally?—There is no use in making a peasant proprietor of a man with two or three acres of land—how would he live.

19453. Then before a plan of peasant proprietary could be established you would see that each man had sufficient land to enable him to live upon it?—Certainly.

19454. What would be the least amount of land on which, in your opinion, a man could live?—That is a relative question; it depends on the quality of the land. Five acres of good land would do, but 15 acres of bad land would not.

19455. Then in your opinion it would be impossible to solve the question by turning the present tenants into a peasant proprietary?—Certainly; it would be only accumulating and perpetuating poverty.

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19456. I am afraid the conditions you would impose upon your peasant proprietary would make it difficult of accomplishment?—I think there are portions of the country in which there are a large number of occupiers who would be glad to become proprietors, and quite eligible for it.

19457. Are you acquainted with any tenants who have purchased their holdings under the Church Act?—No; but I have myself given ten or twelve leases to tenants in this locality about sixteen years ago, and unquestionably they have progressed beyond their neighbours, who are tenants from year to year.

19458. You think the sense of security has a useful effect in encouraging improvement?—I do. I think it is a most important element in progress.

19459. Suppose the land was held at a fair rent, the tenant not to be disturbed so long as the rent was paid, would that not give a sense of security and

satisfy the country?—No; for it still would leave the question open—every two or three years the question between landlord and tenant would crop up again.

19460. Would not the same difficulty arise if a peasant proprietary were established?—Do you mean between the Government and the tenant?

19461. Yes?—I think not; the Government is not like a landlord—one is an unsubstantial body which cannot be assailed or frightened, the other is an individual whom we can denounce or shoot.

19462. Do you think if a Treasury clerk, or the collector of the Government annuity was shot, he ought to take that in, as part of his duty, along with his wages?—I don't think the people would do anything of the kind. I think the farther you remove the *corpus* of his landlord from the discontented tenant the better for the safety of the landlord certainly.

Colonel James
O'Hara.

Colonel JAMES O'HARA, Lenaboy, examined.

19463. The O'CONNOR DON.—I believe you are a landed proprietor in Galway?—Yes, and in Mayo.

19464. Are you not at the head of the municipal authorities in Galway?—Yes.

19465. You reside near the town of Galway?—Yes, quite close.

19466. Could you state the extent of your property?—It is about 3,700 acres—that is, taking the county of the town and the County of Mayo.

19467. Is it generally in the hands of tenants?—I have very little in my own hands.

19468. Are they small tenants?—No, very few small tenants. I have some, and most of my small tenants are in the neighbourhood of the largest town holdings or town parks. There are not many of them of the agricultural class, but there are some.

19469. Do you allow the right of sale to tenants?—Practically, I do. Not that it is recognised, but they have in some cases sold. I have never objected to it.

19470. When the sales have taken place, has there been much money given?—In some cases two or three years' purchase.

19471. Have your rents remained long at their present figure?—I have not changed except in two or three instances.

19472. Then the rents have not been generally changed on your estate?—Not within my recollection.

19473. What would you say is the general proportion of your rents to the Government valuation?—Well, taking in the whole—that is taking in the large farming class—it is one-third over the tenement valuation, but several of the agricultural small holdings are under the Government valuation. The grass farms are much over the valuation, but not the agricultural. In some instances they are 10 per cent. over.

19474. But you agree that the tenement valuation is not a fair test?—It is no fair test of value.

19475. Do you consider it uniform in the same locality?—I do not think the tenement valuation is uniform in any part of the country. In fact, when the tenement valuation was created—I think from the nature of the tax it was made for taxation purposes; and the rates at the time that valuation was made were taken into consideration in the valuation. In consequence it must be uneven.

19476. Do you do much of the improvements on the estate?—I do a great deal, and, in fact, anything of the kind is done by me. The tenants do not, as a rule, improve, and they are not inclined to improve.

19477. What improvements have you made?—I have made the walls dividing farms, and have made drains for tenants, and in my father's time houses were built, without charging for them.

19478. Did they not generally build the houses themselves?—No; my father built the houses on part of the estate, and I have myself built for a tenant.

19479. Could you give any estimate of the amount you have spent?—I think £1,500.

19480. Has the Land Act checked or created improvements?—I think it has checked landlords from improving, for any interest in the land was prevented by it.

19481. Has it led to tenants improving it?—No, it has led to tenants borrowing money on so-called security. It has made them improvident; they have borrowed money and got money from the banks to get artificial manures, and they have got money that they could have done much better without.

19482. Have your rents been paid well last year?—Yes, by the large tenants; but as to the small tenants I have not asked them yet, except in a district where I knew they were well able to pay.

19483. Have you forgiven the rent altogether?—No, but I thought it was an occasion on which they should be given time; they have told me they will pay.

19484. You are the head of the municipality here?—Yes.

19485. We have heard complaints of the excessive taxation of Galway?—There are heavy taxes of course, for there are large sewerage works, but otherwise the taxation is not more than in other places. We have waterworks and sewerage works, which necessarily increase the taxation.

19486. Is it not a fact that outlying districts have not benefited, although they are taxed for these works?—We have a rating area of two miles, and within that they pay naturally.

19487. Although the occupants do not receive any benefit?—Yes. I live myself within a mile of the town, and my valuation for taxation is very high indeed, and I do not benefit by the sewerage or waterworks, and I have to pay. I believe that everybody is indirectly benefited by the advancement of the town, though they do not directly get any advantage from the works.

19488. CHAIRMAN.—Does the rate run the same over the whole area?—Yes, two miles.

19489. Baron DOWSE.—Is it not hard on a man to have to pay 4s. 6d. for water rate, when he cannot pay his rent?—He only pays three pence in the pound unless he gets the water.

19490. He pays more taxes than he would if he was in the country?—He pays for the sewerage and the water within the two mile radius that he would not have to pay for in the country, but you must draw the line somewhere.

19491. Mr. KAVANAGH.—Do you think he is benefited by his proximity to the town?—Yes, by the prosperity of the town and the neighbourhood. The farmers in the neighbourhood have advantages over those at a further distance. My property is in the electoral division of the town, and the poor rates are nearly 4s.

in the pound. I have not a pauper on the estate, but I must pay all the same.

19492. The O'CONNOR DON.—Have you had any complaints about the figure of the rents?—No.

19493. Would you have any objection, in case of dispute as to the rent, to having that dispute settled by arbitration?—I should like to see arbitration much more resorted to than it is. It would be better if it could be agreed to. I would be glad to see more references to arbitration.

19494. Do you think the County Court Judge a satisfactory tribunal for settling disputes of the kind?—I can hardly say I do. He does not know much of the particular circumstances of the districts he has had before him. I have not had much land business before the County Court Judge. I had very few disputes with my tenants.

19495. Had you any ejectments since the passing of the Land Act?—I had one.

19496. Was the tenant finally dispossessed?—Yes; but it was not properly an agricultural holding. It was more of accommodation land or town-park. I had no evictions otherwise.

19497. Baron DOWSE.—I suppose you would never think of turning out a man if he pays his rent as an ordinary thing?—No, if he pays his rent I would never dream of it.

19498. Mr. KAVANAGH.—Then they would have fixity of tenure under you?—Yes, and it is handed down from father to son. I have not a written agreement with any tenant I have of that class. If there is any question as to who comes next, the son comes after the father.

19499. The O'CONNOR DON.—What class do you mean?—I mean the agricultural class, and not the grass farmers. On large grass farms the people are able to take care of themselves.

19500. Do you think that a tenant whose family have been on the land for generations, and gives at its present value, should have a claim not to be turned out so long as he paid a fair rent?—Certainly, I believe they do not improve. I think that the only improvement the people do is that where they cut away turbary they may reclaim land. As to putting capital in the land I do not think such a thing exists in this part of the country.

19501. Baron DOWSE.—Whether they improve or

not you would not turn them out so long as they paid the rent?—No.

19502. Mr. KAVANAGH.—Supposing some of the tenants were going away would there not be much improvement to show? Supposing they had lived there from father to son would there not have been improvement?—There is very little, except in land that they may have held as turbary, and that in generations they have cut it down to within a short distance of the gravel, and made it into a sort of rough land; and they have got the profit without paying practically any rent. I had a case of mine where the turbary was getting short. When they had finished that part of the cutting they would have to get it further off. Three or four tenants were getting turbary about the same place. The object was to get the turbary without going far. At the end there was a good deal of wrangling and talking among them as to who owned the last bit, and I said I could not settle it. I could not find out who had the right to it. I said, "We will survey the land and we will see whether it is in accordance with the map." The moment I said that they settled it among themselves. They did not want me to have a surveyor there at all.

19503. Have you heard many complaints about the raising of rents in the district?—There is no doubt there are rents raised in the district, and raised too high, but it is entirely upon properties purchased in the Landed Estates Court, and it is entirely the result of purchases being made in that way by men who have not money to pay for the land, and then they have to seek for increase of rent to get a margin above the interest they are paying and the rents the land would produce.

19504. CHAIRMAN.—We were told that in some instances the persons proposing to sell increased the rents in order to run the rental up before the sale?—I have not heard of a case of that sort. I don't fancy any case of that sort would arise.

19505. That was not in this county?—I have heard of cases of rents having been raised very excessively in parts of this country, but not as it were by owners of property who have held it for any length of time or for generations. It is generally by men who had borrowed money, and that it was to have a margin over the money they borrowed for the purchase of the land.

Mr. THOMAS C. LAMBERT, of Galway, examined.

19508. Mr. KAVANAGH.—Are you an owner of property?—I am the owner of property, and was my own agent until a year or two ago.

19509. You don't manage any other property?—No.

19510. Your evidence relates to your own property?—Yes, to my own.

19511. What is the extent of it?—Nearly 4,000 acres in Galway and Mayo. The greater part of it is in Galway, and nearly 1,000 acres in Mayo.

19512. Are the holdings large or small?—Generally small, but there are three grass farms that are large.

19513. Have you had any difficulties about the rents?—Only lately.

19514. Is that since the present agitation?—Last year. Up to that time I had very little trouble, except occasionally.

19515. What proportion do your rents bear to the Poor Law valuation?—It is rather hard to say. It is on the average I would say a third over the valuation. I have some under the valuation absolutely; one place that was sold in the Encumbered Estates Court. I left the army ten years ago, and reduced the rents absolutely one-third under the valuation, and satisfied the tenants. I did that unsolicited.

19516. Have you had many changes of tenants?—Very few.

19517. Upon a change of tenancy, have you any difficulty in settling the future rents?—I did not alter the rent. Only a few cases of that occurred. I don't think there were more than half a dozen. If a person wanted to go to America and wished to give up his holding, I would say, "get me a tenant—one of my own tenants if possible—subject to my own approval, and I would let them settle amongst themselves what they were to pay for the value of the outgoing crop and the good-will."

19518. That was a sort of tenant-right?—A sort of modified tenant-right.

19519. Then you admit sale on the estate?—Yes, subject to my approval. I would like to know always who is going to have the land.

19520. It is subject to a veto?—Yes, I exercised a veto on one occasion, when I said the price must not go beyond so much.

19521. Have your tenants made many improvements?—No, none, except on one or two occasions. I have some property six miles from here. There are a few tenants who have reclaimed a portion of the bog, and they have made small holdings, but they hold for a nominal rent. I have several also who are paying 4s. a year. I could get £1 or 30s. if I asked it.

19522. Are all the buildings and fences on the farms

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the tenants' work?—They were done years and years ago. They were done in my father's time.

19523. They were done by the predecessors of the tenants?—I don't know who did them.

19524. Have you spent much yourself on improvements?—No, I was not able until this year. I borrowed some money for the drainage of the bog. Up to this I have not expended much. I have given a tenant half a year's rent in order to roof his house, or things of that kind. I have done nothing great in the way of drainage or wall building.

19525. Have you had many ejectments?—I never had an ejectment in my life. I would be pretty safe in saying that there has not been an ejectment on the property for the last twenty years.

19526. Then they have practically, under you, fixity of tenure?—Certainly.

19527. What do you think of the Poor Law valuation as a criterion of rent?—It does not mean anything. It might be too high or too low.

19528. You think it is not a fair criterion to go by?—Not for letting value.

19529. Have you thought anything about the question of the establishment of peasant proprietors in the country?—So far as I can see, they would only ruin themselves.

19530. You would not advocate it?—I certainly would not.

19531. You don't know any cases where tenants have purchased their holdings?—No, none about here.

19532. Is there any other point that you would wish to mention that I have forgotten?—I don't think so.

19533. The O'CONOR DON.—When you say you think the peasant proprietors would ruin themselves, what do you mean?—I think this—that if a man got the land into his own hands completely, he would not keep it for many years.

19534. You think he would be sold out?—He would not do anything.

19535. Do you think the land would be bought by a more industrious neighbour?—Yes.

19535A. Do you think that that would be a disadvantage?—The individual would suffer, but it would be an advantage to the country. It would take some time before it would work.

19536. What do you think the eventual result would be?—The extermination of a large number.

19537. You would have another generation of landlords no better than the present?—Infinitely worse.

19538. But where the State would insist on having no subletting, what would you say?—You could not stop that.

19539. Could you not make that a condition?—You would have a worse class of landlords than you have now.

19540. That is on the assumption that they would have power to sublet?—Yes. You would have another agitation.

19540A. Do you think it would be impossible to prevent that?—I don't think it would.

19541. Could you provide that, so long as the advances remained unpaid, that the peasant proprietor might sell his holding if he got into difficulties, but not to subdivide or sublet?—Yes, you might do so.

19542. Would that not prevent the establishment of the bad class of landlords for thirty-five years?—It might; but from what I know of the people I don't think the system would be of any advantage.

19543. Baron DOWSE.—Do you think it would be of any advantage to remove the landlord class out of the country?—No, it would not.

19544. Then they would have nobody to abuse if they did that?—No. Personally, I would be glad to leave the country if they bought my land, for I am sick of it.

19545. We had a gentleman here who said that if the land was bought up by the tenants he would continue to live here and discharge his duties. Do you think the landlords would be inclined to remain in the country if peasant proprietary were established?—They would not stay in the country at all. Why should they?

19546. This gentleman seemed to think it would be a sort of Elysium, and that he would have nothing to do, and that he would continue to act as a Poor Law Guardian, a Justice of the Peace, and a Grand Juror?—I would be sorry to say that.

19547. Supposing the landlords were all bought out, would they remain in the country?—No; why should they?

19548. Would they remain in occupation of so much of their estates as they had in their own hands?—I don't know. I would have to walk out. I have nothing in my own hands.

19549. The O'CONOR DON.—If you were changed into a mere rent charger you say you would leave the country?—I would walk out to-morrow morning.

19550. Baron DOWSE.—Suppose your tenants got by law what you give them substantially, fixity of tenure, would you walk out?—So long as my rents were paid punctually, and that I could live elsewhere, I would as soon live away from home.

19551. The O'CONOR DON.—That is, if you had no control over your estate would you remain?—No. If I had no control, what interest in the country would I have?

19552. Would that not drive the landlords out of the country as much as a peasant proprietary?—I could not say. I think that a great number are absentees owing to the Land Act, and take no interest in the place as long as they get their rents.

19554. Baron DOWSE.—If a man had his estate purchased from him out and out, he would have no interest; whereas if there was fixity of tenure he could evict them for non-payment of rent; he would still have control over his estate, so that there is a difference between the two?—That depends on what you mean by fixity of tenure: is it at the present rents?

19555. Fair rents?—I consider my tenants are at fair rents.

19556. If the law gave your tenants what you already give substantially, you would be no worse than you are?—No, not if there was a periodical valuation.

19557. The O'CONOR DON.—Would you approve of a periodical valuation?—I would have no objection whatever if the whole country was re-valued.

19558. Mr. KAVANAGH.—If the law gave fixity of tenure, fair rents, and free sale, don't you think that by-and-bye the agitation would be for no rents at all?—I do. I think the next thing they would ask for would be no rents at all.

19559. Don't you think the proper course would be to give the people the whole of what they are entitled to instead of half of what they ask?—They want to get everything. If you yield to this agitation there will be another in a few years' time to get the land for nothing.

19559A. Would you let things remain as they are?—I think so. The people were perfectly satisfied until a couple of years ago.

19560. What began the thing?—Michael Davitt, the Fenian fellow. It began in Mayo. I used to get my rents paid as regularly as possible until people interfered with them. They paid me very well, and I never had any trouble.

Mr. WILLIAM H. HALLIDAY, Bushy Park, Galway, examined.

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Mr. William H. Halliday.

19560A. CHAIRMAN.—You are an occupier of land?—I am.

19561. You are also a land agent?—Yes.

19562. And an inspector of land improvements under the Board of Works?—I was, but I resigned it some ten or twelve years ago.

19563. Where is the property for which you are agent?—In the county Sligo.

19564. About how many acres does it consist of?—About 2,000 acres, statute measure.

19565. In what part of Sligo is it situated?—Close to Ballina. The property of Colonel Charles Tottenham, near Easky.

19566. Is tenant-right allowed on that property?—No; the tenants have no right of selling, buying, or transferring; but in every instance where any tenant has given up a farm, everything that he could possibly lay claim to is valued and bought.

19567. Who pays for it?—Colonel Tottenham himself.

19568. He does not allow sales, but he purchases the interest and improvements of the outgoing tenant himself?—Yes.

19569. There is no custom of right of sale existing on the estate?—None whatever.

19570. Have those tenants gone away satisfied where interests were bought up in that way?—The tenants mostly left in difficulties and distress, and I was directed by Colonel Tottenham to have everything belonging to them valued, and the amount paid to them.

19571. And were they satisfied?—They were delighted. Their difficulties were driving them away, and they were very well pleased with the arrangement. I may observe there has never been but one ejectionment on the property, and even in that case the tenant is in occupation yet.

19572. Have there been many changes of rent on the property?—There has been no change during my time, except one.

19573. What was the occasion of that?—Simply this: There had been no revision of the rents for fifty years, and I called in a valuator having changed the whole form of the farm,—in fact there was a number of vacant holdings on a portion of the estate, and in changing them I did not wish to put the value on them myself, so I got a valuator to do it, but I did not act on his valuation.

19574. Was that on the lapse of a lease?—No, it was when a whole lot of the poor people went away in 1848 and 1849. The result of the famine in those years was that on the poorer lands great numbers were evicted. The action of the Poor Law at that time required them to give up their holdings if they came into the poor-house, and that had the effect of leaving a quantity of land vacant.

19575. When those poor people gave up their farms, I presume they did not get anything?—No. They were gone before the time I was appointed agent; but there is no such thing as tenant-right over that whole district of country. I have lived there upwards of thirty years, and know it well.

19576. What is the name of the district?—The barony of Tireragh.

19577. Do you know the barony well?—I do.

19578. Mr. KAVANAGH.—You say you have had only one ejectionment upon the property?—One only, and the man is living in the place still.

19579. Did he claim compensation under Clause 3 of the Land Act?—No.

19580. You have no experience of that Act?—No, not direct experience myself. In the case of the man I refer to, he is still living there and will resume his holding if he prospers.

19581. The O'CONOR DON.—When was he ejected?—In January, 1877. He has been put back as the caretaker of his own holding until he can clear off his debt and resume his tenancy again.

19582. Do you know whether the clauses of the

Land Act have been evaded to any extent in your district by agreement?—I know of some instances where leases were taken, in which the "Leinster lease" was insisted upon.

19583. Was that on Colonel Tottenham's property?—No.

19584. BARON DOWSE.—What do you mean by the "Leinster lease"?—I mean the lease that has got that name, from having clauses barring compensation under the Land Act.

19585. Suppose a lease contained one clause barring the tenant from all compensation under the Land Act, would not that answer the description, too?—Yes.

19586. You are aware, I suppose, that there is such a lease, the "Parnell lease"?—Yes, I know that.

19587. Then we may as well call things by their right names; let us call those leases you refer to "Parnell leases"?—Yes, but the "Parnell lease" was not published at the time those leases were made.

19588. The O'CONOR DON.—Do you regard the scales of compensation given for disturbance and improvements in the Land Act reasonable and sufficient?—Yes, I think they are fair enough. A challenge comes from the variety of interpretations by different chairmen. There is only one thing about it I never could understand: why when a man is ejected all his claim is forfeited.

19589. You mean for non-payment of rent?—Yes. Why should a man's claim for disturbance be forfeited for that? What is he but simply a bankrupt to his landlord? Why should he forfeit to his landlord more than the rent which he owes to him?

19590. You are aware that a tenant who is ejected for non-payment of rent is entitled to compensation for improvements?—Yes, but he is deprived of his compensation for disturbance, and that is what I have never been able to see the justice of.

19591. You would put the tenant who was evicted for non-payment of rent, in the same position as the man who was evicted on notice to quit?—Precisely; except, of course, that he should be liable to pay his landlord the amount of rent due.

19592. You would give him compensation for disturbance?—Certainly. It appears to me that a tenant who is unable to pay his rent, should be treated like an ordinary bankrupt. If a man becomes a bankrupt—if he is unable to meet his engagements—his property is liable, of course, for the payment of his creditors; but he does not forfeit any legal rights. It seems to me a pitiable thing to add to the misfortunes of a man who is sinking, that because he is a bankrupt to his landlord he should be deprived of that which he would have a legal right to claim if he were able to pay his liability.

19593. Mr. KAVANAGH.—Has the passing of the Land Act had the effect of leading tenants in your district to mortgage their interest in their holdings to secure loans of money or debts to shopkeepers?—Well, it has to some extent; but in our district tenants have not the same interest in their holdings as in the North of Ireland. No man would lend a farthing on the tenants' interest in a farm until lately. I never heard of such a thing as a farmer getting an advance of money on the security of his holding until the Ulster Bank opened a branch in Ballina. We have now four banks in the town—the Bank of Ireland, Provincial Bank, National Bank, and Ulster Bank, and the Ulster Bank send their agent to Easky, on market days, to open a branch there, and he comes back in the evening guarded by two policemen. Until those banks came, and till the country people learned to do their business through the banks, there never was a word of advances being made on the security of the interest of tenants in their holdings.

19594. Do you think there have been too much facilities for borrowing money?—I do.

19595. The Land Act has laid the tenant open to the temptation of borrowing?—Yes. They are quite conscious of it. They have been dealing on credit,

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never looking at the price they were charged, so long as they get what they wanted.

19596. Are there many leases upon Colonel Tottenham's property?—I think there are five or six. The reason of them was this:—Mr. Tottenham some years since intended to concentrate all his property in the neighbourhood of New Ross, and he determined on selling the outlying estate. He accordingly advertised it for sale; and he said to his tenants, "Any one of you who wishes to get a lease, go to Mr. Halliday, and he will give you one." I think six leases were taken out at that time.

19597. When they thought Mr. Tottenham was going to sell?—Yes. The rest of them were not at the trouble of asking for a lease.

19598. What was the length of those leases?—Twenty-one years.

19599. Had they any clauses barring the Land Act?—No. There were no conditions, except a clause against subletting without the landlord's leave in writing.

19600. Have you noticed any difference in the way the tenants who have obtained those leases have cultivated their farms from the way the tenants who hold at will have cultivated them?—No, not the slightest.

19601. Do you think that a lease has the effect of encouraging a tenant to improve?—It has not been so in this case. In fact the habits of the people seem like the habits of crows; they all follow each other, all go in one groove. You can hardly find one man who is independent enough to form a judgment for himself on his own course of action—they all follow each other.

19602. I think you stated that the rents on Colonel Tottenham's property were reasonable?—Very. I think if they were increased one-fourth it would not pay one per cent. on the interest of the money spent on the property. When Colonel Tottenham became owner of the estate, he considered it his duty to carry out considerable improvements—constructing main drains, mearing fences and other improvements—for some of which, as he considered it his duty to do them, he asked nothing from the tenants; for others, he charged four per cent. interest on the money expended.

19603. I suppose he considered that if the main drains were taken advantage of by the tenants he would get a share of the value of the improved lands?—I think so—at least that was my doctrine to him. I told him that any money laid out in permanent improvements of that nature, giving facilities for the tenants effecting improvements in their holdings, gave him additional security for the payment of his rent.

19604. The rent as it then existed?—The rent as it then existed; no increase was made in the rents on account of the expenditure on main drainage or mearings. In the matter of buildings, he has expended a considerable sum in the erection of houses and farm offices, and for that expenditure he has charged the tenants in some cases five, in other cases four and a half, and in some instances four per cent.

19605. How much money has Colonel Tottenham expended on the estate?—Between £7,000 and £8,000.

19606. Within what period?—Within a period of twenty-six or twenty-eight years. In fact, Mr. Tottenham commenced expending money in improvements from the very first time I acted as agent, which Colonel Tottenham has continued. He expended money in two classes of improvements—general improvements which benefited his entire estate; and special improvements which benefited particular holdings. He asked nothing from the tenants in return for the general improvements.

19607. Baron Dowse.—It was the special improvements he charged four and a half per cent. for?—Yes.

19608. Then your evidence is, that the improvements on Colonel Tottenham's estate have been mainly carried out by the landlord?—Every particle has been done by him, or under his direction.

19609. Who built the tenants' houses?—The tenants, in the majority of cases, built them themselves. We built some houses and did not charge for them, but that was to facilitate the division of the farms. Where a man, in consequence of the division, lost his house, Colonel Tottenham built one for him, charging him nothing for it. But if a house was on the farm that had not been built by Colonel Tottenham, when the tenant would leave Colonel Tottenham would pay him the value of it—his view of the case was that he would take nothing that he had not himself bought. The tenant always got the value of what he left behind him.

19610. Then the Land Act made no difference with Colonel Tottenham in his dealings with his tenants?—Not the slightest.

19611. Mr. KAVANAGH.—Have any cases occurred in your district where, in your opinion, an outgoing tenant—I mean on other estates than Colonel Tottenham's—has obtained insufficient compensation for improvements?—I have seen them often go away without anything at all.

19612. Under what circumstances?—In debt. They in many cases never looked for any compensation. In fact, before the Land Act passed compensation was never dreamed of. I have seen whole townlands left unoccupied—the tenants leaving in a body.

19613. That was in the famine years?—Yes. An immense mass of people left in 1847 and 1848. Whole villages were swept away, and the farms turned into grass lands, and remain so still.

19614. Those people who left the country at that time were unable to subsist on the land?—No.

19615. And had they remained they would be starving now?—Yes, exactly as you see many of the poorer class of tenants at this day. In consequence of the departure of those people a good portion of the country became pasture; upon the tenantry emigrating from a district it became grass in the following year, and has so remained ever since.

19616. In your opinion were the people who left the country and gave up their holdings at the time of the famine unjustly dealt with in not receiving compensation?—It was an injustice, I think, not to have their claims considered. There was no consideration given to them. There was a loss, as a matter of course, of rent by the landlords. They were incapable of paying the rent then due; but I dare say, had the buildings and improvements which they had carried out been taken into consideration there would have been something payable to them at that time, if the Act of 1870 had been in operation.

19617. In your experience have the provisions of the Act of 1870 worked well with respect to compensation for improvements?—I have seen very little of the working of it. I have only known one or two claims to be made in our part of the country.

19618. I suppose there have been very few cases of change of tenancy in your district?—Very few, except in cases of ejectment for non-payment of rent, and when those occurred the tenants were not acquainted with any rights they possessed, and went away without seeking compensation.

19619. You are speaking, I suppose, of a long time ago?—No. I am speaking of late years. I have seen some few land claims made recently. They have been made chiefly through the agency of solicitors who make themselves known in the country as redressers of injustice. They have taught the people their rights to some extent; and the knowledge spreads very quickly. When one man succeeds in recovering compensation the news spreads very quickly over the district.

19620. Baron Dowse.—Have you any experience of the purchase of holdings by tenants?—No. I know quite well that there will be an occasional transaction of that kind. A man will come forward, when a tenant is in arrear, and offer to pay the arrears of rent, and take the place of the man who is in occupation.

19621. That is not what I mean. What I wanted to know was, have you any experience of tenants purchasing their holdings under the Church Act or under the Bright Clauses of the Land Act?—No. There has been only one case in our district where a holding was purchased; so that it forms no criterion.

19622. What is your opinion of the scheme of a peasant proprietary?—I think where a tenant has been so saving as to have gathered together some money, and that by a loan of part of the purchase-money he would be enabled to buy his holding, I think by that process you have happened upon a man who has the very elements that will enable him to keep his land and cultivate it to advantage—that is, he has been an industrious and saving man, and he will not be less industrious and saving when he becomes the owner of his holding. In such cases as that I think peasant proprietorship would be useful for the country; but as a general thing it would be a humbug.

19623. You think it would not be a wise scheme for the Government to advance the entire purchase money to a tenant?—I do not. I don't see how you could ever expect to do one particle of good for the people by such a scheme as that. You are capitalising the value of the land, and putting that on the rent, making the rent on the occupier greater than what is ruining the country—if you are to believe them—at this moment.

19624. The thirty-five years annuity which the occupier would have to pay, must be more than the present rent?—Certainly.

19625. Would it be so if the rent was bought up at 20 years purchase?—It must be so, because you are making the tenant pay, in addition to the interest, a certain instalment of the capital every year.

19626. You are not taking into account the fact that Government can procure the money at $3\frac{1}{2}$ per cent.?—It is a mere matter of calculation. I think you will find that I am right.

19627. Are you taking into account the landlords being so frightened by the agitation on the land question, that they would sell their property for less than its value?—First of all, I don't believe one bit of that, besides the agents are left.

19628. I don't say that I believe it either?—I do not believe it at all; but I believe that the landlords have made, what they themselves would now confess, a mistake, in never taking up their real position and bringing it forward for public consideration.

19629. What is that?—They are trustees, unquestionably, of the capital which has descended to them, joint shareholders in it with the occupier, and I believe that nine out of ten of the landlords of Ireland could, if the facts were fully gone into, show a "cleaner bill of health"—as regards their dealings with their trust capital—than any other class of men living. That is my full conviction from the intercourse I have had with landlords and tenants in Ireland. But no doubt there is one thing to be said as regards the necessity for legislation—the police are not for honest men but for rogues—and so with the land question.

19630. The law against larceny is not made for the honest man but for the thief?—Just so; that is just when the necessity of legislation arises. Another thing I may mention is that there is no difficulty whatever with regard to the old estates. I claim no credit, you observe, in relation to the management of Colonel Tottenham's estate. It came under my management with the rule I have mentioned already in operation, and I had nothing to do but to keep them on as well as I could. A number of the tenants met me the last day I went on the property and one of them asked me did I come for the rents. I said I had not, that I knew it was too soon—he said whenever I came I was welcome. I asked them "will you be able to pay your rents? I hope you are better off than you were last year." They told me that they would do their best—that it was right they should—and that they were ready to do their best when the time of payment came. I asked "Are you a land leaguer?"

"No," said the spokesman, "I never gave them a shilling. I never was at any of their meetings. We want no leaguers here."

19631. Do you think there is any alteration in the Land Law required?—Yes. Security in their holdings is required—you must give them security. Practically they have it on many estates. They have it on Colonel Tottenham's estate—but what is required is, to secure it to them by law.

19632. Suppose the law was altered in this way—that the tenant should have fixity of tenure, not to be turned out as long as he paid his rent—the rent to be determined, in the event of any difference between landlord and tenant, by some impartial tribunal. Would that be a satisfactory settlement of the question?—I think it would, and that is what the landlord's programme should have put forward, and have accepted long ago. The other day an old man whom I have known thirty years or more met me at a fair. I asked him how he was getting on. He said "Very badly, I doubt if I shall be able to hold out." I said "I am very sorry to hear that, I thought you were not highly rented." He said "I occupy my land under the valuation of a man who, in 1846, put me down at £23 of rent, but since that time I have had three rises put upon me." "What rent are you paying now?" said I. "I am now paying £42," he said. I asked him who put the rise on. He said that the son of the man who valued his holding in 1846 at £23 was now the valuator, and valued it at £49—that he told him he could not pay that rent, and at last, after great fighting they agreed to take £42. Now, that was a rise of nearly 100 per cent. in that man's rent, and there are many similar cases. It is necessary to prevent such being done. Every gentleman listening to me knows as well as possible that parties who purchased estates in the court, in many cases added immediately thirty, forty or even fifty per cent. to the rents often without even looking at the holdings or knowing anything about them.

19633. Do you think such a law as I have mentioned would satisfy the people?—I am certain it would.

19634. You are aware, I suppose, that the Land League proposes to turn the tenants over all Ireland into a peasant proprietary?—Yes.

19635. What do you think of that?—I think if you turned them into a peasant proprietary in that wholesale way, a great many of them would turn themselves out as fast as they could.

19636. Do you see any objection, in the case of a thrifty industrious man, who has saved money to help him to become a proprietor?—Certainly not, in such a case as that I would give every reasonable facility: such a man as that is certain to succeed. But if you made it a universal thing, you would put half the people in a worse position than they are at the present moment.

19637. You are of opinion that the peasant proprietary could not live on the smaller class of farms?—They could not subsist on the miserable holdings that they have in some parts of the country, many of the occupiers of such small holdings have to eke out a subsistence every year by going to England or elsewhere in search of labour, and many of them work occasionally for the larger class of farmers, and are thereby enabled to live, many exist by buying yearly conacre from the larger farmers. But if a system of peasant proprietary was established over the country those men would get no work, the peasant proprietor would do everything, with himself and a boy.

19638. Would not they get the English labour still, the same as now?—No doubt they would get the English labour, but no labourer could serve under one of those peasant proprietors. They would put up a hut, maybe costing less than 30s., and would expect the labourer to give a day's work every week in the year for the use of it. The condition of the labourer would be far worse under a peasant proprietary than it is at present.

19639. We cannot conceal from ourselves that the real drift and object of many supporters of this Land

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League agitation is to get the land without paying for it at all?—That is evidently the object; but men ask for much more than they expect to get, or are willing to accept. My reason for quarrelling with the landlords for the course they have taken is, that they never put a programme before the public. They have stood upon their legal rights, and required the Executive to enforce them. This as much as says to the tenantry, "We don't care a farthing for you or your agitation," and they rely upon the bayonets of the Executive as their means of meeting the difficulty, and the result is they have lost their position, to some extent, and sympathy, both in England and Ireland. Whereas, if they had taken their stand upon their equitable rights, offered fair terms to their tenants, put a reasonable programme before the public, based on a secure and comfortable home, they would have been in a very much better position. I told Mr. Parnell himself that if the landlords had a particle of nous, they would cut away the whole of this rubbish on which the Land League agitation is founded; but instead of that they let the thing drift on.

19640. Would you approve of a law carrying out the principle of fair rents, fixity of tenure, and free sale?—I don't know about fixity of tenure. I would be in favour of fair rents and the right of free sale; but I would not deprive the landlord of the right to get back his land, on paying the tenant full compensation.

19641. You would not prevent the landlord from getting back his land again?—No. I think if you deprive the landlord of that power, you make him merely an annuitant; and deprive him of all control over his land, if you do that. The landlord feels that he is degraded from his position; he has lost all rights of ownership over that which he regarded as his broad acres, and cut him off from all interest in the country. And if you do that, although we have not seen much improvement effected by landlords as a rule, if you degrade the landlord from his social position, and deprive him of the status he has always held, as a matter of course you remove from the country a high intelligence, and the power of improving, that wealth confers.

19642. Then what would you do? How would you meet the difficulty?—I would give the tenant security in his holding. I think it is an absolute necessity that the tenant shall get security.

19643. How would you do it?—I would give them leases, renewable upon adjustment of rent.

19644. Would not that be the same thing as a law that the tenant should not be turned out as long as he paid his rent?—It would, in a degree.

19645. A parliamentary lease?—Yes.

19646. Supposing this was the law—that the rent shall be fixed, letting the landlord and tenant agree on the amount of rent between themselves, if they can; and, if not, let there be some tribunal to fix a fair rent?—Yes, that would do, I think.

19647. The tenant not to be turned out as long as he paid his rent, did not subdivide or sublet, and exercised due care in the cultivation of his holding, and to be at liberty to sell, if necessary giving the landlord a veto—do you think that would be a fair way to settle the matter?—I do; but if you allow me to make a suggestion, you must add another proviso—that if he is turned out his interest need not be forfeited, but may be sold in the market like any other property.

19648. He could not be turned out except for non-payment of rent?—Yes; and suppose he is turned out for non-payment, he should not forfeit his interest.

19649. Even if he were ejected for non-payment of rent you would give him the interest in his holding?—Certainly. I know a man who had a farm on which he put up several buildings and made other improvements—his rent was to be a progressive one—beginning at a nominal rent and increasing in the course of years—he laboured at his land and improved it considerably, but sickness broke out in his family, and the consequence was he got into difficulties and was unable to pay his rent—he had to give up his

farm, but when he left it it was in a greatly improved condition from the state it was in when he got it—he left a cottage, cow-house, and a considerable quantity of fencing—he only owed £6 of rent, but he left £60 behind him in the shape of improvements.

19650. When a tenant in the north of Ireland is ejected for non-payment of rent he is allowed to sell his tenant-right and to pay his landlord out of the proceeds?—Yes.

19651. You would secure that right to the tenant in every part of Ireland?—Yes.

19652. So as to prevent his interest from being confiscated even if he were owed an arrear of rent?—Certainly. I look upon the rent as a debt, just like any other debt, to be paid out of the proceeds of the sale of the tenant's interest in his farm; and that the residue belongs to the tenant. There is one thing which is the peculiar difficulty in this country, and that is, the terrible ignorance of the people. I regard the Irish as the worst agriculturists in the world—they are twenty times worse than the Norwegians—they are without exception the worst agriculturists in the world.

19653. The O'CONOR DON.—I believe you are a large farmer yourself?—I am. I have lying within one fence about 400 acres.

19654. Is it chiefly grass?—Every particle of it is in grass. When I took it it was in tillage.

19655. You found the tillage didn't pay?—Yes, that was one reason; another reason was that my tillage crops failed.

19656. You didn't find any difficulty in dealing with the people?—Not the slightest. The people never made any mistake in any dealing they had with me—they never expected anything but what was as plainly told them as language could express it. Everything was a matter of plain and distinct contract with them.

19657. Who is your landlord?—Mr. Wingfield Stratford.

19658. Do you hold under lease?—Yes.

19659. Is it a long lease?—A lease for my own life. Mr. Stretford succeeded to the property on the death of his uncle, Colonel Wingfield. It was from him I took the land.

19660. A gentleman who was examined to-day told us that he thought the same as you do as to the ignorance of the people on the subject of agriculture, and he suggested that the Government should establish schools of agriculture in various parts of the country. Would you approve of that?—No. Such schools are not worth one farthing. Take the Model Farm at Glasnevin; it has been a total failure as regards turning out top farmers. All the agricultural schools have failed; it is the greatest nonsense in the world. I will tell you what I think might be done. I think the farmers ought to be allowed to obtain loans for improvements, the same as landlords; and if an office was arranged for that purpose in the county courts, I think it could be done very cheaply and effectively—through officers such as our county surveyors and his assistants. The farmer who borrowed money would, of necessity, be subject to the supervision in the expenditure of that money of a skilled and intelligent officer, and the improvement effected, on the farm would be an example and an instruction for other farmers in the district. The intercourse which the farmer would have would be with an intelligent, clear-headed, practical man, directing and pointing out how the improvements were to be effected and how they would dovetail in with the system of farming which he was carrying on. This would have a beneficial effect in three ways. It would give the farmer the means of improving his land; it would give him practical instruction and knowledge, and that in the best possible way; and it would remove one of the greatest evils we have in this country. The farm in this country never affords the occupier more than seven months occupation in the year, so that for five months out of the twelve he is doing practically

nothing. Now, if during those five months he could occupy his time in improving his farm, earning the permanent improvements, and acquiring a practical knowledge of the best mode of cultivation, and how to derive the maximum of return from the land—if that could be generally spread over the country the improvement in a few years time would be very great.

19661. I believe in Scotland there is a great knowledge of agriculture among the farming classes? —Well, they are generally good practical farmers.

19662. Do you think the system of education in Scotland has much to do in making the people intelligent and skilful?—Not a bit. How can a man derive practical knowledge from books? Literary education is a very good thing in its way, but it never could give a man practical knowledge. How are men taught the mechanical trades? Not from books—books never could teach it—but by practical instruction in the workshop. It is the same with agriculture.

19663. There is no harm in a man getting a little literary training?—Certainly not, quite the contrary; it is an advantage; but you must not expect too much from it. As that subject has been referred to, I would observe there is a good deal of error as to the superiority of the education in Scotch schools. You have a curriculum in your National Schools here quite as high as any of the curriculums in the parochial education of Scotland.

19664. How are you to make the Irish peasant an intelligent and skilful cultivator of the land?—The Irish peasant labours at this moment under this difficulty—that he must not only overcome the force of bad habits and want of knowledge, but also the force of the example set him by all his neighbours. There is nothing that men dread so much as to act contrary to the example of their neighbours. Many a man who has not the slightest wish to join the Land League is obliged to do it for that reason. Whatever respect the people may have for a person of the higher class of society, they have no mercy whatever upon one of their own order, and in that way the people are led, in my opinion, as much by fear of each other as anything else. That is the influence of terror, but the influence of example is very much the same. During the entire thirty years that I have been among the tenant farmers of Ireland I have looked in vain for one particle of progress; I have not seen one particle. I was in the country when a committee of the Society of Friends expended a large sum of money—£10,000—in the neighbourhood of Ballina, in occupying farms, giving the people labour on them, and instructing them in the science of cultivation. They expended their money, but they did not one particle of good. As to the agricultural societies, their influence, as a rule, has extended only to the landlord class and the largest class of tenant farmers. As to the Royal Agricultural Society, I regard it as anything but an Irish society. It is wholly inapplicable to the condition of Irish agriculture. The Highland Society of Scotland turn their attention to the necessities of the country they are dealing with, and much of the improvement in the agriculture of Scotland is due to the operations of the Highland Society and the instruction it has disseminated among the people. The want of agents of judgment dwelling upon the properties they do not represent, but are mere collectors over, is a greater injury to the progress of Irish agricultural improvement than the absentee landlords are.

19665. Do you claim no part of it as due to the superiority of race?—No; nothing whatever. I look upon the Irish farmer as equally intelligent as the Scotchman, if only he had the same chance. But to come back to what we were discussing, it appears to me that much advantage would be derived by affording the tenant farmer the power of borrowing money for carrying out improvements in the manner I suggest.

19666. Nothing effective in the way of improvement could be done, according to your evidence, without first giving the tenant security?—Certainly. The

first necessity is security, and that carries with it as a necessary element the right of sale giving a reasonable veto to the landlord.

19667. CHAIRMAN.—I do not understand your plan of allowing the tenant to borrow money from the Board of Works, whom do you propose to be the person to superintend the expenditure of the money? —I think the way it is done at present, by sending down an officer from the Board of Works, would be expensive and probably unsatisfactory—it would be on too high and lofty a scale; but I think by an arrangement through the County Surveyor's Office, it could be easily accomplished—his assistants could do it—and by making it part of their duties, I think you could educate the people practically better than by any mere book knowledge.

19668. You would have local men as officers, whose services would not be so expensive as those of the inspectors of the Board of Works?—Yes.

19669. Is there much cut away bog in your neighbourhood?—There is.

19670. Is much of it capable of reclamation?—A good deal of it might be reclaimed, but there is plenty of room for improvement besides—two-thirds of the farms in many districts of this country are soaked with water.

19671. Could not those people of whom you spoke some time ago, as having very small and insufficient holdings, be removed to that reclaimable land, paying them for their labour upon it, until it became fit for cultivation?—Yes; but if the relief of the small holders is the point you wish to accomplish, you could do that by placing them on the reclaimable but barren land.

19672. BARON DOWSE.—Would not that be open to the objection that if the scheme failed, the people would have to be supported by the State, they could not be left to starve?—Yes; but I think you could make the plan remunerative by some such plan as I have recommended, by advancing loans to the occupiers on the security of the land.

19673. Are you aware that a strong feeling prevails in England that any money which is lent in Ireland is never repaid?—Well, I am afraid that idea prevails to some extent; and no doubt there has been some foundation for it; but I could tell you two instances to the contrary in this very town. The tramway line has been constructed with English capital, and it is doing very well; and there is a salmon fishery which has been purchased with English capital, and is also a thriving concern.

19674. Is it that the salmon are more amenable than the Irish tenants?—It is no doubt a difficult task to change the habits of a people, still it has to be done, and in my opinion it can be done; but it can be done in no other way but by teaching the people on their own lands and making it their own interest to learn.

19675. THE O'CONOR DON.—Do you think the class of men who are assistants to the County Surveyor could be trusted to perform such duties as you suggest?—I think they could, they would have no temptation to do otherwise than right.

19676. Would not the duties require judgment and skill?—They would.

19677. Could they be depended upon, in your opinion, as possessing these qualities?—I think so; after all, the duties would require much less judgment and skill than are required for engineering purposes.

19678. Is it not your experience that thorough drainage requires to be looked after from beginning to end—constant supervision?—Certainly.

19679. Do you imagine that those men could be trusted to do that?—They could not be expected to be there constantly, but I think you would find the tenant himself would look after the work once he understood it, and saw his interest in it.

19680. You don't think the tenant would expend the money on something else?—No; I would not be afraid of that at all, nor with supervision is it possible for him to do so, the tenant could earn nearly all the cost of improvement.

Adjourned till following morning.

Oct. 22, 1880.

Mr. William
H. Halliday.

Oct. 23, 1880.

TWENTY-SIXTH DAY—SATURDAY, 23RD OCTOBER, 1880.

Present :—The Right Hon. the EARL of BESSBOROUGH, Chairman; Right Hon. BARON DOWSE, The O'CONOR DON, and ARTHUR MACMURROUGH KAVANAGH, Esq., D.L.

Mr. George E. Burke.

Mr. GEORGE E. BURKE, Danesfield, Moycullen, examined.

19681. CHAIRMAN—You are an owner of land in this county, I believe?—Yes, and I have a small property in the County Limerick. I am owner in fee of 2,500 acres in the barony of Moycullen, in this county. The valuation of the entire is £1,040 a year, and my rental is about £1,500.

19682. Is that the rental of the Galway property?—It is the rental of both.

19683. With regard to the property in Limerick, do you hold under a long lease?—I hold it in fee-farm.

19684. Then I suppose, as you hold it in fee-farm, there can be no difficulty between yourself and your landlord as regards that portion of your property?—None. I have no difficulty as regards my landlord; but there is a difficulty between me and my tenants—a very serious difficulty—and one which has led to my name being posted on the door of the Roman Catholic church of Coolcappagh, in the County of Limerick, in which parish the property is situated.

19685. Was that lately?—Yes; I heard of it through the police.

19686. How did you acquire that property?—I purchased it in the Landed Estates Court.

19687. How long ago?—In the year 1876 or 1877, as well as I remember. I was trustee of it under the will of my father-in-law, and it was put up under that will for sale, and I myself became the purchaser. I asked the two tenants that were on it to allow me to get money for them from the Board of Works to become the purchasers of it. One of the two tenants was the parish priest.

19688. As a residence for the parish priest?—No; he was tenant of it. After the death of my father-in-law the rental was altered. The parish priest's rent had been £110 a year; it was reduced £10. I continued to hold the property for some years, and after that I advertised it for sale again, as it did not suit me to continue proprietor of it, being so far from my residence in Galway. Several people went to see it, but it was so depreciated in the account given of it that I never heard any more from them after the first application.

19689. How was it depreciated?—By the statements of the parish priest, the Rev. Mr. M'Mahon, in reference to it. I have ascertained that by sending a person there. He told the people that the rent he was paying was a rack rent, and that if the parish priest had to live by the farm he could not exist.

19690. What was the rent you paid Lord Southwell?—£40 10s. 0d. a year. The valuation is £190. The rents the tenants were paying were—the parish priest, £100; and the other tenant £182.

19691. That made £282 altogether?—Yes. I should mention that previous to endeavouring to sell it I offered to assist those two tenants to purchase it themselves by obtaining a loan for them from the Board of Works.

19692. Did they accept your offer?—No. The answer I got from the parish priest was, that he was too old to begin now as a borrower of money, and that the other tenant had also declined because he would not incur the risk of a valuation by the Board of Works to fix the value at which they would advance the two-thirds of the purchase money. I found at the Board of Works that the rule there—which they said was imposed on them by the Treasury—was that they would only advance two-thirds of the purchase money based on the valuation, not on the rental. I remonstrated, and Mr. M'Clintock, the Board's solicitor, very kindly offered to send down specially a valuator, as he was acquainted with the district and knew that property there was very much undervalued. I pro-

posed this to the tenants, and I said I would myself pay half the cost if they would pay the other half; but they would not have it. The priest told me afterwards that it was because they feared a greater valuation would be put upon them.

19693. Why did the tenants fear to have a greater valuation put upon their holdings, if the result would be that the advance of the Board of Works would be founded on it?—Simply because they feared they would be made pay a much higher rate of purchase. The parish priest, who died in 1876, made his will, and by that will he bequeathed to his successor in the parish, whoever he might be, the holding and the residence upon it, provided he paid £150 to his nephew for getting possession, thereby showing that he had an interest in it to at least that extent.

19694. The £150 was the interest in it?—Yes; even to his successor, the incoming parish priest. However, the incoming priest would have nothing to say to it because he was getting a place for nothing from Lady FitzGibbon, who was building him a house and giving him land rent free. I was applied to by the nephew and executor of the will of the Rev. Mr. M'Mahon, P.P., the Rev. M. Potter, C.C. to know would I give him the £150 to get possession of the farm. I at first declined, believing he had no interest and no right to ask me anything for it; but I found on consultation that he had a recognised interest under the Land Act, and I offered him £100 to give up the place. He took the £100, and put it in his pocket and gave me possession; and he then said, "Now, Mr. Burke, will you give me the farm at £80 a year." That would be a reduction of 30 pounds from the rent fixed in 1841. I declined. He said, "Will you give it to my nephew, Bryan M'Mahon, at a rent of £80 a year on a thirty-one years lease." I said no; and I took possession of the farm. He said "If you don't you will be sorry." From that day to this, except during one winter when a neighbouring gentleman was very much distressed for winterage, and I was glad to get half the rent of the farm for that winter, I could never get anyone to look at it; and the next thing I heard from the police was, that I was posted on the chapel-gate in these or similar words, "Any person having a value for his life, is cautioned not to have anything to say to the grass, the hay, or the land of Ballinsky, the property of Burke, the exterminator from Galway." That was the notice that was put up on the chapel, and that farm lies waste still.

19695. When did the parish priest die?—In 1876.

19696. When was the arrangement with the nephew for giving it up?—In 1878 the arrangement was made with the nephew. I should add that the curate, who was the executor of the will, did not pay the rates or the county cess—he paid only one half-year's county cess—he left the other half unpaid, and the rates last year.

19697. What was the name of the curate?—The Rev. Michael Potter, C.C., Rathkeale—he is the curate of Rathkeale now.

19698. The O'CONOR DON.—Did you ever bring the matter under the notice of the bishop?—No.

19699. What diocese is it in?—Limerick.

19700. Is there a parish priest now?—There is.

19701. Did you ever mention it to him?—I did not. In fact I have had no opportunity to do so, he treated me very badly. When I was taking possession of the place from the executor, the parish priest asked me what would I charge to let him occupy it until the house, Lady FitzGibbon was going

to give him, would be ready for occupation. I said, "Father Connory, I will let you remain in it for nothing, if you will act as caretaker of it for me—if you take care of the place you can remain in it, and I won't charge you anything." He accepted my offer, and remained in occupation of the place for some time. I do not know how long, for he left it without ever writing or informing me in any way that he was going away—he left the place vacant, and when I went to take up possession I found the windows broken, the chimney-pieces injured, and the place a complete wreck.

19702. When was it that your name was posted on the chapel door?—Not more than a month ago.

19703. What is the name of the present parish priest?—The Rev. Father Connory.

19704. What was the name of his predecessor?—The Rev. Michael M'Mahon, P.P. I mention these facts, because I feel that in consequence of this I have been represented to the authorities in Dublin as an exterminator. Those are the facts of my "extermination," if it is one.

19705. The rent was £100 a year?—Yes, and I gave him a receipt for the year's rent, £100; he offered me £80 a year, and told me I would be sorry if I did not accept it.

19706. After you took up possession in 1878 from the curate, did anything disagreeable happen between that time and the posting of the notices?—Nothing that I know of.

19707. Was there any interference with you?—None. I advertised the place, I could not get anybody to look after it.

19708. Nor anybody to take it?—No.

19709. It was in 1878 you took up possession from the nephew?—Yes.

19710. Between 1878 and the time of the posting of the notices, when did the annoyances begin?—There were no annoyances beyond what I have told you—I was not able to let the place to anyone.

19711. Was there any notice put up warning persons against taking it?—No, nothing till within the last two months.

19712. Do you suppose that there was something done to deter people from taking it?—I am not, perhaps, warranted in giving my opinion—of course what I say on that point will be weighted with my prejudice.

19713. How many persons offered to take it?—None at all, but one man.

19714. What did he offer?—I forget how many years' purchase on Griffith's valuation.

19715. What did he say?—He was a man I had never seen before. His proposition was this, "Let me into possession for twelve months, that is the period necessary to qualify me, and I will then buy it from you." I said, "Very well, let us fix the price first, and if I am satisfied with the price we can easily deal, and I will assist you in every way."

19716. What price did he offer?—I think it was 30 years purchase on the valuation. I said it was too low—the affair then dropped, but we had no quarrel.

19717. The valuation, I think you mentioned, is less than the rent you were receiving?—Yes. The solicitor of the Board of Works admitted that the valuation was too low, and he was going to send a man specially down to revise the valuation at the time I wanted to enable the tenants to become owners themselves. I would not have proposed it only the place is so far away from me, and of course I wanted to sell it to the best advantage I could.

19718. Had you any crop on it this year?—Yes; and it is waste on it. I am paying a man a shilling a day for looking after it. The whole crop is on it.

19719. Is it in tillage or grass?—Grass.

19720. Did you put any stock on it?—No. I would not venture.

19721. Why?—Because I feared that if I did they would not be secure.

19722. If any damage was done to your cattle would you not get compensation off the county?—The Grand Jury might award compensation, but who could levy it for me?

19723. The County officer would levy it?—I am afraid they find it difficult enough to levy the ordinary rates.

19724. Has there been any instance in which the collectors have been refused payment of county rates?—No, not that I know of in that district.

19725. Has there been any instance in any part of Ireland of refusal to pay rates?—To be sure there has. In the barony of Moycullen and Ballinalinch. The difficulty the collectors have in levying the rates is almost insurmountable.

19726. Have they not succeeded in levying the rates there?—No, not fully.

19727. Baron Dowse.—Right or wrong, you thought it would be a bad speculation to put cattle on it?—I did. One winter, since 1878, was the only time I was able to get anything for the land. That was from a neighbouring gentleman, a landlord and a magistrate, who took it from me at half the rent for the winter.

19728. Was that the winter of 1878?—No; it was the winter of 1879, I think.

19729. Is there any other matter you wish to mention with regard to your Limerick property?—No, nothing more that I could tell you; but I thought myself bound to give an explanation to show you the circumstances under which I am posted and held up before the county as an exterminator.

19730. With reference to the Galway property do you wish to state anything?—No; I have had no difficulties with my tenants on the Galway property. I don't know whether they intend to pay their rents this year.

19731. Did they pay their rents last year?—They paid me last year, with the exception of a few.

19732. Did you make them any abatement last year?—I did; twenty per cent., without being asked for it.

19733. Have you had any evictions on the Galway property?—Only two during the entire time I have held it. One of those was a quarrelsome man that none of the neighbours could live with.

19734. How long ago is that?—About thirty years ago. The other eviction was that of a man who held a grass farm from me, and he conacre a portion of it, and told me he would conacre it all.

19735. Did you let it to him as a grass farm?—Yes.

19736. And he tilled it?—Yes; he broke up a portion of it. I would not have evicted him for what he did break, because he was a favourite of mine, but for his avowal that he would conacre every inch of it. He told me it was under the Land Act that he would do it.

19737. Did he make a claim after you had evicted him?—He did, and got the full amount of compensation for disturbance.

19738. How much did he get?—I think it was seven years' purchase, from which the rent due to me was deducted, and also the damage done to the farm. The county surveyor, Mr. Roberts, proved that the land had been seriously damaged.

19739. Did he get any balance in the shape of compensation after these deductions?—Yes; he got £24.

19740. What was the rent?—£11 10s. a year.

19741. Did you make the case before the Chairman that you had let it as a grass farm?—I did.

19742. What did the Chairman say?—I don't know; but he made a decree for the full amount. I believe it was the first case that ever came before him.

19743. Who was the Chairman?—Mr. Henn, Q.C. I think his words were—"I give a decree for the full amount in this case, giving the landlord credit for the

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rent due, and for the deterioration as proved by Mr. Roberts." That was the only land claim I ever had.

19744. Had you any evictions on your Limerick property?—Never.

19745. And the "extermination" of which you were guilty was what you have stated?—That was all.

19746. There were only two tenants on the Limerick property?—Only two. The other tenant's period of it expired on the 11th October last, and I offered her a renewal of her lease at the rent which was fixed in 1841, but she would not take it, nor would she take the valuation that would have enabled her to become owner. She is at this moment in possession as an overholder, because I refused to deal with her on the terms she wants. I offered to give her "Mr. Parnell's lease," but she would not accept it. I then said, "I will tell you what I will do—I will not disturb you, nor yet will I acknowledge you as a tenant, until the new legislation is effected—when the new Act of Parliament is passed I will let you have your farm at

whatever valuation the Government may fix for the rest of your life." I am sure I could not do more.

19747. You will give her the farm at the Government valuation?—Yes; at whatever valuation the Government may fix. She is now in full possession of the holding, but I have not acknowledged her as tenant, nor shall I, until I see what the new legislation will be.

19748. Did you receive the rent?—I did not receive a penny of rent from her this year.

19749. Do you see any objection to fixing rent by Government valuation?—If there was a valuation department, the head of which was entirely unconnected with either landlord or tenant or politics—a man in a position similar to one of the judges—a man of integrity and skill—like Mr. Baldwin for instance, or Mr. Brett, C.E., or Mr. Reed, or Mr. Howard—if such men as those were appointed—then I say a valuation by them, independent of landlord or tenant, would be the best and the most satisfactory way of solving the difficulty.

Mr. John Gill

Mr. JOHN GILL, Salthill, near Galway, examined.

19750. CHAIRMAN.—Are you an owner of land?—I am, and have been so from my infancy nearly. I hold land from the Secretary of State for War for the time being; from the Marquis of Clanricarde, from Captain Blake Foster, and others.

19751. Do you hold on lease?—Part of what I hold is on lease, but not the portion I hold under the War Department. It is a lease, and it is not; virtually it is not.

19752. Is it a yearly tenancy?—Yes, a tenancy from year to year. It is upon my land the barracks have been built. When I say it is my land, it originally, of course, belonged to Her Majesty.

19753. Did they take some of the land to build the barracks upon?—Yes.

19754. Is there anything as regards that land you wish to state to us?—I hold that land since Lord Panmure was Secretary of State for War in the year 1850 or 1851.

19755. Where is this land?—Quite convenient to where you are sitting.

19756. Has it buildings on it?—No buildings at all. I got it a complete commonage, at £10 a year.

19757. Except the barracks, is it open land still?—No; I laid out between £400 and £600 on it. I got the money from the Government at 5 per cent.

19758. In what way did you lay it out?—Building walls and reclaiming; it is now enclosed.

19759. But not built upon?—Not built upon, except the ten acres that I gave them recently for the barracks.

19760. Do you use the land for grazing purposes?—I do. I wrote a letter in 1865 to Earl Grey. [Witness produces a copy of the letter.]

19761. In this letter you say you regret being in a position of dependence and uncertainty. What was the uncertainty?—You will see if you read the subsequent portion of the letter. They raised the rent on me.

19762. Baron Dowse.—Are the facts the same now as they were then?—They are not, because the rent has been raised upon me from £10 to £40.

19763. You had better read the letter. [Witness reads.]

"Eglinton Hotel, Salthill, Galway,
3rd February, 1865.

"TO THE EARL DE GREY.

"MY LORD.—As a tenant under the War Office, I beg most respectfully to bring myself under your lordship's notice as an applicant for relief.

"To be a continuous petitioner is so irksome a position

of dependence and uncertainty, that no man would be so unless impelled by necessity. It is that condition that brings me to make this appeal. My utmost efforts of industry are not capable of meeting the fresh loads that, as your tenant, I am called upon to bear, and as I cannot suppose that you would, like the Egyptian taskmaster, require bricks to be made without straw, or refuse the labourer his hire—so surely do I believe that, could I use language to induce your lordship to regard my petition, so surely would your lordship's sense of justice afford me relief to the increase of your own honour by a just dealing toward the poor.

"When first I held the lands of Renmore it was at a yearly rent of £10. At that period the late tenant held Hare Island and shore, attached from the Board of Erasmus Smith, at £5 yearly, which lands were subsequently acquired by you from the same Board at an annual payment of £10,

"In 1856 the rent of Renmore tenancy was advanced to	£40
And in 1861 I became tenant of the Hare Island take at a rent of	£36
"In 1863 I agreed to pay for the right of salmon fishery along shores of said land	£4
Making a total of	£80

Advancing from £20 to £80 in a few years, or 400 per cent. of rise.

"The fishery, owing to legislative changes, proved a total loss. Part of the seaweed shore was withheld by the late tenant, and continues to be so by his successor. The taxes throughout had never been paid by me, nor could I have imagined that any further burdens would have been added to this great advance in rent.

"This year, the collector of the Grand Jury cess and also the collector of the Poor Rate, have for the first time called on me to defray those taxes, which amount for Poor Rate to £7 4s., for Cess to £3, and with the Cess of July will make in all £14.

"Hitherto my extreme rents have taken the entire land produce, leaving me nothing for labour, industry, or capital employed. This addition, along with the depression of the times entails certain loss. To hold lands so burdened is not possible, and leaves no power, save that of surrender, unless from your lordship's consideration.

"Many land owners have made varying concessions of one-third to one-fifth off those rents laid on during the slight impulse of the Crimean War, and events in cases of older takes. That I do not wish to complain is evidenced by my efforts to meet the rents with punctuality, and for doing so my burdens are increased.

"I most earnestly appeal against such injustice, and out of your lordship's clemency would feel assured of obtaining it, could I but make the facts be clearly known. If this is not granted, I can have no other course than to resign the land, although by so doing I deprive myself of industrial vocation, which, from the circumstances, could only be retained by yearly loss."

19764. Did you get any reply?—I did. I got the taxes remitted; nothing more.

19765. You never got any reduction of rent?—Never.

19766. You did not do as you said you would—give the land up?—I did not. I did not see my way to give it up.

19767. The O'CONOR DON.—Has the rent been raised since?—No, it has been reduced since.

19768. When was it reduced?—It was reduced by giving them up a certain portion of the land, upon which they built the barracks. They reduced my rent some £15 or £20 in consequence.

19769. The CHAIRMAN.—That was for the land they took from you?—Yes.

19770. Did you, when they took that land from you, require some compensation for giving up a portion of your holding for their accommodation?—I did not; they only reduced the rent.

19771. The O'CONOR DON.—When did you give it up to them?—Three years ago.

19772. It was since the passing of the Land Act?—It was.

19773. The CHAIRMAN.—Did they apply to you to give them the land?—They did.

19774. And you complied?—I complied at once, without saying a word.

19775. Would the land be valuable for building?—It would.

19776. Baron DOWSE.—Who is your landlord?—The Secretary of State for War for the time being.

19777. Mr. Childers?—Yes. I had the pleasure of meeting him when he was in Ireland.

19778. Did you say anything to him about it?—I did; but he was here more upon a tour of pleasure, and it was no occasion for me to annoy him by asking him to go into particulars about my land.

19779. He was here for the purpose of investigating the condition of the country?—He didn't investigate anything of the sort. I am the best authority upon the matter, for he saw nobody else but me as a private gentleman. I sent him up my card as tenant of the War Department, and he saw me only, and refused to see anybody else.

19780. What did he say to you?—I was told upon the platform of the railway that he and I were fac-similes of each other in appearance. I sent up my card, and I was shown up to him. "I believe, sir," said I, "that I have the honour of speaking to the Right Honourable Mr. Childers?" "Yes, sir," said he. I said, "I suppose you are aware that I am your tenant?" "Yes, Mr. Gill," said he; "I got your card."

19781. Did you tell him that he was an oppressive and tyrannical landlord?—No, indeed, I did not. I didn't think it proper to do that. He was very civil, and told me that if I would communicate with him when he returned to London, he would try and do something for me.

19782. Did you communicate with him since?—I did not, sir; but I will. It is quite-time enough to bid the "old man" good morrow when you meet him. When they look for the rent again I will communicate with him.

19783. The CHAIRMAN.—Is there anything else you wish to tell us about your holding under the War Office?—The only thing I would say is this, that above all things they should allow the poor rates and taxes. The rates in Galway are now up to 10s. 6d. or 10s. 8d. in the pound, which is very excessive. The application that I intended making was that if I got the entire poor rates and taxes remitted I would be quite satisfied. The rent is not excessive; nor do I think that as a class the landlords of this country—that is, what I call the "old landlords"—were ever oppressive.

19784. Baron DOWSE.—Do you think the War Office are charging you too much rent?—They are; that is, in putting the entire taxes on me, which I am bound by a sort of agreement to pay. That is what I consider excessive. If the taxes were remitted, as was done before at one time, through the influence of the late Lord Clanricarde.

19785. You got them allowed?—I did.

19786. What sort of agreement have you with the War Office?—It is a general agreement which is signed by all tenants.

19787. You mean by all the tenants of the War Office?—Yes. All tenants under the War Department have to sign a general agreement to pay all taxes.

19788. Was any change made at the time of the passing of the Land Act?—No change. I believe I could break that agreement; but I don't like to quarrel with the Department.

19789. Your best plan is to write to Mr. Childers?—Yes, I will write to him.

19790. Is there anything else you wish to mention to us?—I am tenant of another holding under the Marquis of Clanricarde since the year 1850 or 1851.

19791. Is that in this neighbourhood?—It is.

19792. What is the question there—is it a question of rent?—A question of rent. I took that holding originally at a smaller figure than I am paying at present.

19793. What was the rent originally?—10s. an acre.

19794. When was it raised?—Some years ago; I could not tell you exactly—between ten and fifteen years ago.

19795. To what amount was it raised?—30s. an acre.

19796. Since that again has it been raised?—No; it has not been raised since.

19797. Are you a tenant from year to year?—I am a tenant from year to year.

19798. Why was there such an increase?—That was in consequence of the drainage. He had to pay it himself in consequence of the drainage; and a better landlord is not living than the old Marquis was.

19799. He raised money from the Board of Works, I suppose, for the purpose of drainage?—Yes; and I could get from £4 to £5 an acre for that land to-day. I will tell the truth.

19800. You have it for 30s. per acre?—Yes.

19801. That is not a bad bargain for you then?—It is not.

19802. What can you get £4 or £5 an acre for?—For the entire of it.

19803. To use it for what purpose?—For growing vegetables.

19804. Is it near the town?—It is quite convenient. I must say the Marquis of Clanricarde's land is let more reasonable than any other gentleman's land near the town of Galway.

19805. Have the rents been increased in other parts of the county?—They are exceedingly high in some places. It is all in consequence of parties purchasing in the Incumbered Estates' Court. They went into the market to buy land—just as they would buy any other commodity—anxious to make the largest possible profit out of what they purchased. I know different estates that have been purchased at from 12½ to 15 years' purchase, and on which the rents have been raised 30 per cent. or more. I know that to have been done even by friends of my own in this county.

19806. Raised by friends of your own?—Yes, friends of my own.

19807. Unduly raised?—You may call it unduly if you please. I would not call them unduly raised, because the tenants were consenting parties to it. I don't wish to state anything but what I think is right. Lord Clanricarde's land is lower let than the land of any other proprietor in this county.

19808. Are you tenant of any other landlord?—Yes; I hold land under Captain Blake Forster.

19809. Have you anything to say against him?—No, indeed; but in his favour. He is a very good landlord. I may mention that I held land some years ago in Costello Bay which I was ejected from.

19810. How long ago was that?—In the year 1852 or 1853.

19811. It is hardly worth while going into that now—a transaction of so many years ago?—Very well. Then I have no more to say.

Oct. 23, 1880.

Mr. John Gill.

Oct. 23, 1880.

Colonel John
Archer Daly.

Colonel JOHN ARCHER DALY, Raford, near Loughrea, examined.

19812. The CHAIRMAN.—You own property near Loughrea?—Yes. I hold property in the west of the County Galway also.

19813. Whereabouts is that?—About six miles to the west of the town of Galway.

19814. Can you tell us the acreage?—About 12,000 statute acres altogether.

19815. What is the rental?—The rental is about £5000. £3700 odd is the valuation.

19816. Have you had any complaints or difficulties with your tenants?—I had last year. I have not had any this year as yet, because we have not yet begun to collect the rents.

19817. Did you make any abatement of rent last year?—I did not. They paid the rents, generally speaking, exceedingly well; but to the west of Galway they declined to pay any rent at first, though they hold their land cheaply. I served twelve of the tenants in that district with ejectment notices, and after a while, when they found they were going to be turned out, they came in and paid.

19818. The O'CONOR DON.—Is that land in the neighbourhood of Carraroe?—Not far from it—about ten or twelve miles.

19819. The CHAIRMAN.—In the case of a tenant wishing to go away, do you allow him to sell his holding?—I have never sanctioned it; but very few tenants have ever left the estate. I don't think that during my time any tenant has left. There is a rule on the estate that they are not allowed to sell or dispose of their holdings.

19820. The necessity for the application of the rule has not arisen?—No. The same tenants have been always in occupation—the farms descend from father to son, and they have always paid their rent.

19821. There have been no evictions for non-payment?—Not until last year. Last year we had to serve notices, because the tenants refused to pay.

19822. Did any of those notices go to an actual eviction?—No; they all came in and paid, with two exceptions, and in those two cases the tenants were very poor and really unable to pay, and I gave them time.

19823. How many notices did you serve?—Twelve or thirteen. I only served them on persons whom I knew to be able to pay—who were well off, having means in cattle, sheep, and corn.

19824. Baron DOWSE.—When the tenants refused to pay, did they refuse generally?—They refused generally. There are sixty or seventy tenants on the estate, and forty or fifty of them came into the room where I was speaking to my agent, and they told me they could not pay, that they had no means, and were not able.

19825. Sometimes they say they will pay if they get a certain reduction, or that they will pay the amount of Griffith's valuation: did these tenants make any proposition of that kind?—They did not. They said they would not pay at all.

19826. The CHAIRMAN.—Are the rents upon your estate much above the valuation?—Very little above it. On my estate at Raford, the tenants have the advantage of seaweed, which increases the value of their holdings considerably, and the rents at Furbough are in consequence higher than the Government valuation.

19827. They are near the seashore, I suppose?—Yes.

19828. After those notices were served upon them, and when they were compelled to pay their rents, do you believe there was much dissatisfaction amongst them?—I don't think so. I think a great many of them were pleased at being forced to pay. I believe a good many of them would have paid their rent at first, but were afraid to do so; but when they found that I was determined to make them pay, they came in and paid, and many of them were glad that it was settled in that way.

19829. This year is a better one than last?—A good deal better, and they ought to be better able to pay.

At Raford, near Loughrea, we have had no difficulty in getting the rents—the tenants paid, and did not ask for a reduction.

19830. When collecting the next rent, will it be the November or May gale?—The next collection will be of the gale that fell due in May. There is always a hanging half gale.

19831. Have you many tenants of large grass farms?—I have a good many grass farms—six or seven, I would say—large grass farms of from 100 to 200 acres.

19832. How much do your smaller tenants hold on an average?—About half of the estate is occupied by agricultural holdings mostly from 20 to 60 acres. The tenants are all comfortable, and pay their rents regularly.

19833. You have no very small holdings?—Not at this side. Some of the holdings to the west of Galway are small.

19834. Would any of them be as low as five acres?—No. I don't think we have anything so small as five acres. The land in that part of the county is very irregular, and is let in bulk, not by the acre; but I should think ten acres is the lowest quantity that any of them hold.

19835. The O'CONOR DON.—What would be the rent?—The rent averages about £1 an acre; but there is a good deal of reclaimed mountain land, which the tenants take in and reclaim from time to time, and there is no rent put on that. We have never charged them for mountain land, nor for bog, nor for heather. When a holding has a piece of mountain or bog nearing it, they are allowed to run on it, and to cultivate it, if they fence it in.

19836. Charging no rent for it?—No rent, except in one instance 10s. was put upon a man for a large tract of bog he reclaimed. As a general rule it is a sort of commonage that is thrown in with the holding.

19837. When they reclaim land, have you been in the habit of making allowances towards improvements?—No; because they get the benefit of the improvements; and as a general rule the reclamation costs them little or nothing. If an acre or two of bog was cut away down to the gravel, the adjoining tenant would till the land, and take the crop off it—they do nothing more to it; perhaps they in some cases ran a drain through the middle of it—that was all.

19838. Merely an open drain, I suppose?—Yes; an open drain to carry off the surface water.

19839. Do they clear away stones?—I don't think so. I don't think there are many stones at the bottom of those bogs.

19840. Was there any increase made to the rent?—None. But I must say I intended to put an increase of rent on them, I mean a small thing, in order to keep my right over the land; but up to this it has not been done.

19841. Do you assist tenants to make improvements in the way of building?—Yes; I have assisted them by giving timber, and in other ways, to build houses and offices.

19842. Have you got many labourers on your estate?—I have eight or nine families who are employed as labourers on my own farm, where I live. I have, I suppose, from twenty-five to thirty people employed every day at labour of one sort or another.

19843. Have they cottages on your estate?—Yes; comfortable cottages, with half-an-acre of land, and wages.

19844. Have they the cottages free as part of their wages?—No; they are charged 1s. a week for the cottage and half-acre of land.

19845. Are there any of the farmers on your estate who have labourers on their holdings?—There may be a few.

19846. What condition are they in?—The houses they live in are generally bad.

19847. Thatched cabins, I suppose?—Yes. There are a few of them, but I think they are very few. I

recollect one or two of them, and their cottages are very bad.

19848. On the larger class of farms, I suppose there is little tillage?—Yes; they are mostly in grass.

19849. They don't require many labourers?—They don't want any, merely a herd, who lives on the land, and has a garden attached to his house.

19850. Might the mountain and bog land to which you have referred be made valuable?—No; I don't think you could ever make it valuable, but it might be improved. It is improved by tillage to a certain extent, and I think in a few years it would lay down pretty well in grass, but it would never become valuable land.

19851. Baron DOWSE.—What wages do you give your labourers?—A shilling a day to the men. If women are employed they get 8d. There is one family earning 30s. a week. The father, two sons, and two or three girls all employed. Some of them who are good hands get 1s. 2d. or 1s. 3d. a day.

19852. Does that go on the whole year round?—It has gone on up to this; but of course if this anti-ent agitation reaches us we will have to stop.

19853. You won't stop until they stop paying rent?—Certainly not.

19854. Hitherto, as I understand, your rents have been paid on your Raford estate?—Yes. There are a few tenants appear disloyal, at least disloyal to me in the sense that they are not honest minded. They have taken advantage of the agitation to avoid payment.

19855. Have they refused payment altogether?—They have not refused, but they have not paid. For instance, when the other tenants came in to pay their rents, these parties stayed away; and when sent for they say they will come, but don't come.

19856. Do they allege that the land is too dear?—No. I have heard no statement of that sort made by any tenant of mine on the Raford estate. The land is let not very much over Griffith's valuation, some of it under the valuation.

19857. Have you had any cases in the Land Court?—I had one. On the Furbough estate I had to turn out a man who kicked up a row.

19858. Did he make a claim?—Yes; and he got £120. That was the only case under the Land Act I have had. His eldest son was put into possession, and gave his father, of his own accord, a sum of money, and he went to live in Galway with another son who is employed in the town.

19859. Have you had any dispute about rents on that estate?—The only dispute was last year, when the tenants declined to pay any rent.

19860. They didn't complain of the amount of the rents?—Well, there may have been a few cases where a man said he was charged a little more than his neighbours, but as a rule there was no complaint on that ground.

19861. Then on the whole you and your tenants have got on, up to the present, pretty well?—We have; but a good deal of it was owing to a firm front being shown to them this time last year. They tried to act with me as they acted with other landlords. I said, "I shall either have to give up my property or force these people to pay." I knew they were able to pay, and I knew that some of them were anxious to pay if they were forced to do so, consequently I took out ejectment notices, and served twelve of them, and when they saw I was determined to carry them out, they came in and paid.

19862. You never turn out a man as long as he pays his rent?—No. There was only one case since I got the estate, the case I have already told you of, where a man was turned out on account of a family quarrel, and his son was put in.

19863. How long have you had the estate?—A good many years. I have been in possession managing the property since I was sixteen years of age, and I am now forty-five.

19864. And except in that one instance, you never have turned anybody out?—Never. I never turned a man out, never raised rents, and never altered any of the old holdings.

19865. Then practically on your estate there is fixity of tenure—as long as they pay the rent they may remain?—Practically so, they may remain as long as they please.

19866. Do any changes take place in the holdings?—Very little.

19867. If tenants go away, how do they arrange about the incoming tenant?—If a tenant went away, he might propose to my agent to give the farm to some man, some friend of his, and possibly the agent would accept him.

19868. Does the incoming man give the outgoing tenant anything?—He possibly may do so, but we never recognise anything of that sort; nor do we know of any sums passing between them. There have been, I may observe, very few instances on the estate of tenants giving us their farms.

19869. I suppose you have had very few cases of dispute as to rent in point of amount?—Very few.

19870. Have you ever raised rents?—I have only raised rents on six tenants. In every instance the rents were about the valuation, and I raised them a few shillings over the valuation.

19871. Was that on the dropping of a lease?—No, it was after an election. They were tenants at will. It is better to tell the whole affair frankly, I suppose. It was after the Galway election; these six or eight tenants all had their holdings at rents at or about Griffith's valuation, and the rents of the tenants around them were over the valuation. I increased their rents, and brought them to a few shillings over the valuation. I think there were eight tenants, and I put £24 a year on them.

19872. They did not vote the right way?—They did not vote the right way.

19873. I suppose only for their having voted on the wrong side you would not have raised their rents?—I don't say that. It was in my mind to do it before the election, but I did not do it till after the election.

19874. Was that before the Ballot?—Yes.

19875. You knew how they voted?—I knew how they voted.

19876. Mr. KAVANAGH.—How much money have you expended in improvements on your estates?—I have expended in improvements—not calculating what I spent on the demesne, nor what I spent in ornamental improvements—in general improvements on the property I have expended £8946.

19877. Within what time?—Within twenty-five years.

19878. Does that include labourers' cottages?—It includes labourers' cottages, drainage of grass farms, and general improvements on the estate. Besides that, my labour-bill comes to £500 a year on my own demesne. I spend that every year, and pay them regularly in weekly wages; sometimes it goes up to £800 or £900 a year.

19879. That is on the land in your own occupation?—Yes.

19880. Baron DOWSE.—Who builds the houses on the farms?—The tenants, I should think. They were built before my time; but my father and grandfather, I have reason to know, helped them with roofs, windows, doors, and all that sort of thing; it was a sort of mutual contribution.

19881. Was any increased rent put on for that?—I don't think so. I never put on any rent on account of improvements.

19882. Mr. KAVANAGH.—Have you made any difference in your practice as to improvements on your estate since the passing of the Land Act? or do you go on still as you were accustomed to do before?—I have gone on, up to the present, exactly as before; but I do not intend to continue exactly as before. I think I have laid out rather more money than I would be inclined to lay out now if I had to begin the thing over again.

19883. Baron DOWSE.—Would you be willing to sell to your tenants if they were assisted to purchase?—I don't want to sell unless things change

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for the worse. At present I would not be inclined to part with my estate; but if the agitation went on much farther, and if the tenants refused to pay their rent, so that I was not able to meet my charges, I would be very glad to sell.

19884. Mr. KAVANAGH.—Have there been any cases in your neighbourhood of tenants purchasing under the Church Act, or under the Bright Clauses of the Land Act?—None.

19885. What is your opinion as to the expediency of assisting tenants to purchase their holdings?—If the tenants are solvent men, and anxious to buy, and if the landlord is willing to sell, I think the Government ought to help them to purchase their holdings, if both parties are willing to deal.

19886. I take it you would not approve of it as a general scheme over the whole country?—Not at all. I think it would be fatal to the country.

19887. I suppose you would require that a man who purchased his holding should have a substantial quantity of land—sufficient to enable him to live on it?—Yes.

19888. Do you think it would be a good scheme for four or five acre people?—No; it would be a wretched scheme—in a short time they would be beggars.

19889. What, in your opinion, should be the minimum?—I would say from twenty-five to thirty acres should be the lowest.

19890. Of course, in any purchases made in that way, subdivision should be prevented?—Subdivision should be prevented; wherever it has taken place it has done immense harm, and eventually beggared the people.

19891. Would you also prohibit subletting?—Yes; either subletting or subdivision should be prevented.

19892. The O'CONNOR DON.—Do you think that occupiers of less than 25 or 30 acres could not support themselves on their holdings?—It depends on the sort of land they hold, and on the rent they pay. I would not approve of any occupier of less than that quantity getting money from the State to purchase his holding. I think it would be too small to enable him to do any good with it. Even with 8 or 9 acres a man could not do much; but with 25 acres, if a man got a little money, and was enabled to purchase, he might struggle on and live. Anything smaller than that I don't think he could do much with.

19893. Is not there a great difference between one acre of land and another?—A great difference; but when I speak of 25 acres, it should be moderately good land. Twenty-five acres of bad land would be a wretched purchase to make.

19894. When you speak of 25 acres you mean good land?—Yes, fair tillage land; land that would give a fair crop, and feed sheep—not poor pasture.

19895. If small holders were excluded—if all occupiers holding under 20 acres were excluded—would it not practically put an end to the scheme, because it is just those properties on which the holdings are small that the landlords would be anxious to sell?—That is so. But I think that if people occupying under 25 acres of land were ready to buy, they would not be able to live if they became purchasers—they would not be able to pay the additional sum put on them, and live and bring up their families.

19896. If that be so, would it not put an end to sales?—I suppose it would put an end to sales of properties composed of small holdings.

19897. Baron DOWSE.—You would, I suppose, consider that an advantage, because you don't think they could carry on if they became proprietors?—I do not think they could carry on, or hope to live on small pieces of land.

19898. The CHAIRMAN.—Do you think it better that occupiers of such holdings should remain in the hands of landlords as at present?—I do.

19899. You see a landlord would not be inclined to sell to his larger tenants if he was to be left with only the smaller tenants on his hands: how would you meet that difficulty?—I think the only way would be, in the case of a holding insufficient to maintain a family, to try and get the people to emigrate.

19900. Baron DOWSE.—Would not making them peasant proprietors be the easiest way of doing it—wouldn't they have to disappear in the end?—I am sure they would. The end would be that they would go away of their own accord; but they would, before they went away, take everything they could out of the land, and it would become utterly valueless. They would not be able to get any remunerative crops out of it, and would have to go away.

19901. Would the condition of things be worse than they are now, if you established all over the country the reign of a peasant proprietary?—I am sure it would—at least that is what my experience teaches me. There are men on my estate that have leases at low rents, and those men always have their land in a worse condition than men who have not got leases. They treat their land exceedingly badly, and don't work it half as well as the men who have not got leases and pay a higher rent.

19902. Are those leases that are nearly run out?—No, they have a long time to run still. In one instance a man holds 12 or 14 acres of fair land that would give a fair crop if well tilled. He has it at a very low rent, yet he is poor and miserable, and his land wretchedly cultivated; while men adjacent to him, who have no leases, and paying higher rents, are well-to-do and comfortable. If that man had no lease he would be better off, and if he had to pay more rent he would work harder and be in a more comfortable position.

19903. The eviction which you mentioned as having taken place on your estate arose, I think you said, out of a family feud?—Yes; there were two or three families in the village, the members of which were continually fighting, and this man was a ringleader and kept the feud alive. I told him to go, and when he refused to go I turned him out and gave the place to his son.

19904. Have you any trouble when a tenant dies as to his successor?—No; it generally passes from father to son.

19905. Is it in general the eldest son that gets the property?—I don't think so.

19906. If a man dies without making a will, to whom would you give the farm?—Generally if there are two or three sons in the house, some of them either emigrate or go away to other branches of industry, and one son remains; and the son who remains last in the house of his father is generally the man who gets the holding. We accept him; he generally marries before the father dies, and lives in the house. He is generally regarded as the successor to his father, and is always recognised by us.

19907. That is, you recognise the man whom the father had recognised?—Yes.

Mr. Martin
Raphael Hart.

Mr. MARTIN RAPHAEL HART of Clifden, examined.

19908. The CHAIRMAN.—Are you an owner of land?—I am, on a limited scale.

19909. Have you been for some time Receiver upon estates under the Court of Chancery?—I was Receiver over some very extensive properties in Connemara.

19910. I believe they were afterwards sold in the Landed Estates Court?—Yes.

19911. I believe you have also been agent over some extensive estates?—I have.

19912. You have been for fifteen years vice-chairman of the Clifden Board of Guardians?—Yes.

19913. Is that in the barony of Ballinahinch?—Yes.

19914. You can also give evidence as to the condition of the tenantry in some other districts?—Yes.

19915. Are those other districts in this county?—In the County Mayo.

19916. Was there anything corresponding to the Ulster Custom recognised on any of the estates under your management?—No.

19917. Was sale of good-will allowed in any case?—I am not aware of any case where it was allowed. Generally speaking, the tenants' interests were not worth selling except where there were leases.

19918. Was there one case in which a tenant had your consent to the sale of his interest?—Yes; I allowed him to get £60 for it.

19919. Is there a desire on the part of other tenants to do the same?—I am not aware. In the case I refer to, the tenant was a man who was in the habit of doing business for me, and I left the value of the land to himself to fix, and allowed him to sell for that.

19920. Have you had other applications for leave to sell?—Not many; I consented when asked.

19921. Can you speak also as to other properties with which you are not directly connected?—I can. I can speak of estates in the west of Ireland which were valued for the purposes of rent, and some of them were doubled, trebled, and even quadrupled in their valuations by the landlord, over and above what Griffith put on them. This refers to waste lands only. It may be well that I should state the reason why I am in a position to mention these things. When a meeting of the landlords in the west of Ireland took place in the year 1847, they requested me to act as their honorary secretary, which I did, and a number of papers and documents explanatory of the condition of the country at that time came into my possession, and they have remained with me from that time to the present.

19922. Had the landlords you speak of been in the habit of making much improvements?—Those landlords are all gone; the present race of landlords in this part of Ireland make no improvements, except some trifling matters.

19923. Were they in the habit of making improvements before the Land Act passed?—No.

19924. Has everything that was done upon those properties—or nearly everything was done by the tenants?—Quite true.

19925. And after those improvements had been effected by the tenants, were those increases of rent put on that you have referred to?—Yes. I beg to call the attention of the Commissioners to one case by way of illustration. There are so many cases that it would be tedious to mention them all. I will give you a case in point which came under my own knowledge. There was a tenant who had been in occupation of a farm for a period of thirty-one years at a rent of £100 a year; he had built a good house and offices, formed nice gardens, and improved the place in every way; but when his lease, which was for thirty-one years, ran out, one-half of the land was taken from him, and he was charged the same rent, £100 a year, upon the other half of the land—why?—Because his improvements had enhanced the value, he was charged £100 a year for one-half of the land, and for the houses and offices which he had himself built. That was done by a man who was considered—and I believe justly considered—as one of the best landlords in that part of Ireland; but such was the custom of the country at the time.

19926. How long ago is that?—It is about forty years ago.

19927. Who was the landlord?—I prefer not to mention names.

19928. Do you consider that the Land Act had any effect in checking evictions?—I do not think it had much effect that way. A landlord who wished to get rid of a tenant would not be deterred by having to give compensation—he would prefer paying the compensation to permitting the tenant to remain in possession; and of course, if the tenant owed any

rent, if it was over one year's rent, he would get no compensation unless under exceptional circumstances.

19929. Where he could claim for improvements?—Just so.

19930. Are you aware whether there have been many actual evictions in this district since the passing of the Land Act?—Yes, a good many.

19931. Were any of them on the estates under your direction?—No.

19932. They were upon other properties?—Yes.

19933. The O'CONNOR DON.—Can you mention any of the cases?—I would rather not. Of course we all know who the landlords of the county are, but I would prefer not to give the names.

19934. Mr. KAVANAGH.—It is hardly fair to make a general charge of that kind without giving the name. If you desire it, the name need not be published, but it is right to fix the charge. —If it is necessary to do so, I will mention the name. A great many of the evictions were on the property of the Law Life Society, but I would not wish in my evidence that the names should be given.

19935. How many cases of eviction do you know to have been carried out on the property of the Law Life Society?—I could not tell you; there were a good many, but I never kept an account.

19936. Could you tell us any instances upon that estate where the tenants were evicted for owing one year's rent?—No, I could not give the name of any person at present.

19937. Can you state positively that it occurred at all?—I can state positively that it did.

19938. In many cases?—In many cases.

19939. On the Law Life Society's estate?—Yes.

19940. Was that since Mr. Berridge became the owner?—No; it was before he became the owner.

19941. Was it done by Mr. Robinson while he was agent?—Of course some was done by Mr. Robinson—but chiefly by Mr. Robertson, his predecessor.

19942. How long is it since those cases occurred?—I cannot tell from memory.

19943. My question was as to evictions since the passing of the Land Act?—There have been a good many since the passing of the Land Act, but they were more numerous before.

19944. Then the Land Act had some effect in stopping them?—I don't know; judging by facts it had some effect that way.

19945. You said that in those cases tenants did not get sufficient compensation? Was that in cases where the tenants laid their claims before a judge?—I think they get proper compensation wherever they are evicted on the instructions of the landlords; but when they are evicted for non-payment of rent under the Act, I don't think many of them get compensation.

19946. They can bring their claims for improvements before the judge?—Yes, before the County Court judge; he treats them very fairly as far as my opinion goes.

19947. But you think the Act does not allow them sufficient compensation?—Those that are evicted, not for non-payment of rent, but at the dictation of the landlord, get what the law allows them.

19948. And you think that is sufficient compensation?—I declare I cannot say. In some cases I think it is not. They also get, where there are *bona fide* substantial improvements—they get the value of those improvements from the County Court judge. But it is right that I should tell you that from the state of our country the improvements are made simply from one year to another by the tenants for their own accommodation; for this reason, that if they did anything of weight or importance, they would not be compensated for it—therefore they do nothing more in that way than just to do this year what will serve their purpose until next year. The land in our district is for the most part of inferior quality, and they are obliged to expend a great deal of their time and labour in rendering it capable of yielding a crop; but that does not come under what is meant by improvements, because they do it merely for the time being.

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19949. You think that the apprehension of a rise of rent or of being ejected has the effect of deterring the tenants from making any real or substantial improvement?—I know it has.

19950. What is your opinion of leases as a means of getting over that feeling of insecurity?—I think I put my views on that point very fully before you in my written statement. Short leases are deceptive; they induce tenants to make improvements for which, when the leases run out, the rents are raised accordingly. In my opinion a new valuation should be made all over Ireland; and it ought not to be done in the way it was when Sir Richard Griffith was making his valuation—he took several years to do it, but it ought to be completed within twelve months at furthest; and in my opinion there should be an imperative law to give fee-farm grants on that valuation to the tenants in possession.

19951. That would be a perpetuity?—Yes; that in my opinion would be better than any lease. That would raise the tenants from their present state, while it would insure to the landlord his fair rent—the rent laid down by your Commission upon the basis of the new valuation. The tenant when he saw that every improvement he effected on his holding—that his labour and expenditure—were to become his own property, and never could be taken from him, I think there is no doubt the result would be that instead of wasting his time and money in the public-house, he would employ himself upon his land and improve it in every possible way, and hand it down in a better condition to his successor. As things stand now, the more the tenants improve their land, the worse it is for them, because, as I have shown you, and I could illustrate it by many cases, when a man expends his labour, his money, and his skill upon his farm, his landlord comes in and says, “This land is worth more than you are paying for it, your rent must be increased.” The tenant may reply, “Of course it is worth more, but that is because I laid out the labour and money upon it.” The landlord will answer, “I know nothing about that—you must pay me an additional rent, or go out.” But if, on the other hand, the farm belonged to the man in this sense—that his rent was fixed, could not be increased at the will of the landlord, and that as long as he paid that rent he could not be turned out, so that every improvement, everything done to the farm, every increase of value, would belong to the man himself—that man would naturally expend all his efforts upon it, as by so doing it would become more and more valuable to him every day. Of course he would have to pay the rent. Ejectment for non-payment of rent is the only ejectment I would allow. If a tenant was unable or unwilling to pay the rent, he should quit, and the incoming tenant would be sure to pay the arrears that were due, and to take the farm. Thus the landlord would always be sure of his rent, the land would be well cultivated, the landlord, the tenant, and the country would all be benefited.

19952. That would correspond very nearly with the Ulster Tenant Right system?—I think so.

19953. When you say the occupier should be the owner, do you mean that he should have the opportunity of purchasing the farm if he chose?—I would not make that compulsory—I do not think it would be right to compel a landlord to sell his property; but if the landlord was willing to sell, I think the tenant ought to get a preference in the purchase. I do not think anything in the shape of compulsion should be exercised, but a landlord should be allowed to sell his property if he chose.

19954. Then you would give fee-farm grants to the tenants at the Government valuation?—Yes.

19955. And you would give the tenant power to purchase up the landlord's interest in the grant?—I would give the tenant every power that he would have if the property were his own, save and except of course that he should always pay the rent. I would give him a right to sell it, to build on it, to deal with it in every way he could do if it were his own, subject to this proviso, that he should pay the rent—

power to sell it, build on it, and deal with it in every way.

19956. Baron Dowse.—If an Act were passed allowing the tenant to hold the land at a fair rent, and not to be disturbed as long as the rent was paid, would that answer your purpose?—That is what I want. The landlord should be prevented from disturbing him so long as he got his rent, and the tenant should have power to sell and improve as best he could.

19957. That would be a Parliamentary lease?—Yes, a fee-farm lease by Act of Parliament; and I say from my experience in matters of the kind that nothing less will settle the present disturbed state of the country.

19958. Would that settle it, in your opinion?—I think it would. I think the tenant would be satisfied to pay the rent as fixed by Government valuation, knowing that as long as he paid it he would not be disturbed, and that everything he did to improve the value of the farm would be his own.

19959. Mr. KAVANAGH.—Don't you think that if that were conceded, there would be very soon an agitation against paying rent at all?—I think not. If they tried that, I would say a Coercion Act should be carried out to prevent it; but I do not think they would try it.

19960. Baron Dowse.—They would not succeed, you think, if they attempted it?—They would not succeed. I don't think any man of common sense would attempt it.

19961. Are not there a good many men that have no common sense?—I am sorry to say there are, and some of them are turning their abilities and influence to bad account.

19962. The CHAIRMAN.—Have you had any experience of applications for loans under the Land Improvement Act?—I have. I made an application for a loan myself, but the objections were so many that I could not get it. Mine was a lease for twenty-one years, valuation £170. I only wanted a loan of fifty pounds. It was not under the present Act the application was made, but under the former Act. As agent I made application in the name of the landlord; he had laid out some money on buildings, and he wanted to make an avenue. He only wanted £250; his rental was £200 a year, but his valuation was under £100 a year, and therefore the Act of Parliament prohibited the Board of Works from giving the loan, the valuation being under £100 a year, though he was a fee-simple proprietor, and there was no incumbrance on the property. I explained the whole matter to the Board, but they wrote to me that the Act of Parliament required that the valuation should be at least £100 a year.

19963. When was that?—It is some years past.

19964. It was not under the present Act the application was made?—No.

19965. Have you had any experience of the present Act?—None.

19966. The O'CONOR DON.—Are you agent now for any property?—No.

19967. Have you been an agent since the passing of the Land Act?—I was for some time.

19968. On whose estate?—I was agent over a property belonging to a brother-in-law of mine. I had the full scope of doing what I liked on it, and of course I must have done all in my power as best I could for him and the tenants, until I gave the agency up. There is one important matter which as an agent I would like to bring under consideration. I daresay you have seen in the papers a letter from Mr. A. M. Sullivan, M.P., about Portacarran. I was agent over that property for a friend of mine—an English gentleman. It was in the year 1863 I undertook it first. I continued managing the estate for some time; but from the stringent regulations that were imposed on the tenants, and that I was expected to see carried out, such as prohibitions against tilling more than a certain quantity of land annually, and other restrictions which I could not consider myself justified in enforcing, I resigned the agency.

19970. Who was the landlord of that estate?—General Anderson of London. I resigned the agency

rather than carry out the directions that were sent to me, and another gentleman became agent. The property was reported on by Mr. A. M. Sullivan and another gentleman in their important arbitration. I retired rather than continue acting as agent where printed forms of agreement were sent to be signed by the tenants, which were such that I could not feel myself justified in having them carried out. For a long time I had continued to act as agent saying nothing about the stringent manner in which I was directed to act, but which I did not do. I did not carry out those regulations. I said nothing about them until some party behind the scenes communicated to the landlord the fact that those stringent rules were not enforced by me, and I then resigned my agency.

19971. Does not that property belong to Major Nolan?—It does. It was sold since I retired from the agency.

19972. The CHAIRMAN.—In the *précis* of your evidence which you supplied to us you make some observation about absentees?—Yes. I know that this gentleman, General Anderson, who, a man of kindness and humanity, never would have acted in that way if he had been on the spot, but he was an absentee; and I do say it would be essential to put a tax upon absentee landlords. They take millions out of the country, and leave nothing in return for it.

19973. What do you call an absentee?—A gentleman who lives in a foreign country, and does not live in Ireland.

19974. Suppose a man lived here four months in the year, and in England for the other eight months, would he be an absentee?—Of course he would. I say absentee landlords ought to be taxed to pay at least the poor-rates on their properties.

19975. The next subject you mention in your statement is that of waste land?—Yes. I was in a position to do that, having Griffith's valuation before me. There are many acres of land in this district which are now let at fair rents, but which are valued at little or nothing in Griffith's valuation. I have the particulars of some of them here. I was in a position to refer to that matter, having the Government valuation in my possession, and also being in possession of the facts as honorary secretary of the meeting of landlords, as already mentioned.

19976. Do you consider that land is waste because the value of it was low at the time Griffith's valuation was made?—No, not necessarily. But I consider land that is left unimproved and no trouble taken with it is waste land. The valuation of a farm of land I have before me, containing 900 acres, is £7, 10s. I have many of them of that class. Those lands are now paying £50 a year; but they are generally let to large farmers, and I think that is an obstruction to the prosperity of the country, for this reason, that if smaller tenants had leases—fee-farm leases—of these lands, they would improve them for their own advantage. The country abounds in all kinds of manure, and those lands could easily be rendered valuable. They are waste, because they are not tilled year after year; they are left in the same state, quite unproductive.

19977. In the hands of large graziers?—Yes.

19978. Still, those graziers pay high rents for the lands, in comparison with the valuation?—They do; quadruple the valuation, and in some cases more—perhaps six times the valuation. 900 acres for £7, 10s. is an absurdity; and there were some hundreds of farms in the same position.

19979. Do you think the large graziers should be ejected?—I would not say they should be ejected; but I would certainly object to their getting fee-farm leases. I think they ought not to come under that clause.

19980. As to the question of the rates upon these low let lands, have you any observations to make?—Yes. I consider that is an injustice to the country, and I believe the same thing exists in the north of Ireland. I have travelled through it, and I believe it is the same. Here is a farm 900 acres in extent. The poor people who live on arable land, who pay high rents, and are rated at the full value—those

are the people who pay all taxes—county, cess, poor-rates, etc. I say all; because where a man is paying £50 a year rent for a farm of 900 acres, which is worth perhaps £100 a year, and yet pays taxes on a valuation of only £7, 10s., it is not worth while taking into account the few shillings of taxes that man pays. The taxation is borne almost altogether by the highly rented tenants of arable lands. Now I say that is a grievance and an injustice to the small tenants, who practically have to pay all the taxes, while the graziers get off nearly scot free.

19981. He pays on a valuation of £7, 10s., while his rent is £50?—Yes; and the same is the case in many instances. I have had experience of it for over twenty years, during which I have been a Poor Law Guardian. I brought the matter before the Government, but it seems they have no power to order a re-valuation of lands. I brought the matter before the Board of Guardians, and they passed a resolution which went before the Poor Law Commissioners, but they failed to see their way to get a new valuation made. It now comes, I submit, within the province of this Commission to have a new valuation made, which would be doing an act of justice even in that matter alone.

19982. Baron DOWSE.—Do you think there is much waste land in the country that might be reclaimed?—I know there is. I am every day walking through it; and what I would suggest is that the Government should purchase those lands. I may give you as an illustration Mr. Mitchell Henry, M.P. He reclaimed a large quantity of land, at a much greater distance from the shore than many of the tracts of waste land which I would suggest should be taken in hand for improvement. His estate would repay any person the trouble of visiting it, and would show what a benefit has been conferred upon the district by what he has done. I think the Government would do well to purchase those lands and reclaim them; and when they had a certain tract reclaimed, to map it out for sale to make a peasant proprietary. I think that would be making a peasant proprietary without doing injury to anybody, without interfering with the rights of landlords or any one else. The lands are now practically worthless, and I think it would be a benefit to the country to have them properly reclaimed. Abundance of every kind of manure can be got for the purpose. We have coral sand around our coast, which has been analyzed and proved to contain 90 per cent. of lime. We have shores abounding with sea-weed, and any quantity of sea sand. All these form excellent manures, so that the reclamation would not be a work of great difficulty.

19983. On Mr. Mitchell Henry's property has the land been brought into such a state, that it would be fit to dispose of to tenants?—Yes, it is now in a reclaimed condition.

19984. Is it divided among tenants?—No; he has it in his own possession.

19985. Did not it cost him more to reclaim it than the fee was worth?—I don't think it did.

19986. You are aware that he is a gentleman having an income of several thousands a year?—I know he is; but he has reclaimed all that extensive property, and it is a benefit to the district, and a credit to him.

19987. It has given employment to the people?—It has; and it has created an increased production of every kind of food—potatoes, corn, hay, and every description of produce. He has conferred immense benefit on the district.

19988. I suppose there are no tenants' houses built upon this reclaimed land?—No.

19989. Do you think it would pay at reasonable rents let out to tenants?—I know it would.

19990. In moderate sized farms, you think it would pay?—I know it would, for this reason—those lands are now valued at nothing; but if the valuation I recommend was carried out, they would be properly valued, and a tenant would be very glad to get them at a proper valuation when so reclaimed, and the landlord would get a fair rent for them.

19991. Mr. KAVANAGH.—That farm of 900 acres, which you mentioned as being valued as £7, 10s., and

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let at £50—in your opinion is it let too high?—I do not know. I am not competent to judge, but I rather think not. Those big grazing farmers know very well what they are doing, and this only one of hundreds.

19992. I think you said the rent had been quadrupled?—I know it has, since the time Griffith's valuation was made, on those waste lands.

19993. Still you don't bring it forward as an instance of rack-renting?—I do not, for this reason—that the Government valuation was entirely under the real value of that land, but this only refers to waste lands.

19994. Do you wish to recur to those stringent leases that were on this property?—They were not leases, they were agreements; and they were so stringent that, as I said before, rather than carry them out for a sincere friend, I sent in my resignation. I was agent for a good many places, and I determined not in any case to act harshly. And I did for some time act as agent without carrying out those stringent rules, till some person behind the scenes, as they always do in such cases—and it is a strong reason for me to ask to have a penalty put upon them—that they are always informed on the wrong side—absentee landlords are too often badly advised.

19995. When you gave up the charge of this property, were those agreements in force?—They were. They were signed, but I did not carry them into force. They were afterwards carried into force, and a good deal was got up about it—a great quarrel got up about it, ending in law proceedings.

19996. This was on the property of General Anderson, that was afterwards sold to Major Nolan?—Quite so.

19997. Are they in existence still?—I think not.

19998. The O'CONOR DON.—How long ago is it since the Major bought this property?—I don't know.

19999. Mr. Baron DOWSE.—Was it the Major's father or himself that bought it?—Oh, himself.

20000. When?—I don't know exactly. It was, I think, about 1867 or 1868.

20001. The O'CONOR DON?—Then, were not the tenants evicted after he purchased it?—I don't think they were. What was more harassing, some of those tenants paid from £80 to £84 a year—very respectable tenants; and to have these tenants restricted from putting down more than a certain quantity of any particular crop, or from putting down crops except in a certain rotation, was wrong. A tenant should be at liberty to put down what crops he likes in each field.

20002. Mr. KAVANAGH.—Do you say that it is wrong to prevent a tenant taking five or six crops of corn off a field in succession?—I don't think it would be right to do it if he was going to leave it afterwards. But if it were a fee-farm property—if it were his own—he would do what was best with it.

20003. Mr. Baron DOWSE.—That is, he might exhaust it at one time, but he could bring it up again?—Yes. He will always do what is for the next year's benefit, but not if he is to be put out.

20004. Mr. KAVANAGH.—You mentioned a great many evictions having taken place in your district?—Yes.

20005. Now, is that very long ago?—I think from 1855 to 1865.

20006. The CHAIRMAN.—You said that a great many had taken place, and many of them were since the Land Act?—Not very many since the Land Act.

20007. Mr. KAVANAGH.—Can you say on what properties these were that happened since the Land Act?—I named a property before, although I would rather not. It was the Law Life Society's property.

20008. And you don't refer to any other?—No, I do not at present. I did not take any notice. I never thought I would be examined at all.

20009. Were those evictions for non-payment of rent?—Yes.

20010. Have you any idea how much rent was due at the time?—Not the least. I took no trouble about it.

20011. What became of the people?—The great majority of them, I think, went to America. That is my impression. I know many of them did.

20012. Were they helped to go?—No.

20013. The Law Life Assurance Society gave them nothing—merely turned them out?—Not that I am aware of.

20014. That property has been sold since?—Yes; Mr. Berridge has it now.

20015. Was he mixed up in any of those evictions?—I believe not.

20016. The O'CONOR DON.—The district in which you live is at all times a very poor one?—It had been very poor, and is still.

20017. There was a good deal of distress there last year?—There was.

20018. Were rents paid there generally last year?—Not generally. There's some few rents paid here and there this year, but not generally.

20019. Baron DOWSE.—Do you think they are unable to pay?—I know some of them are able, but many are not.

20020. Then they are unwilling?—Some of them are.

20021. Do you think, if those people got the land, not to be turned out of it unless they failed in the rent, that they would be anything more willing to pay the rent?—I think they would be most willing. I think every tenant would be glad, if the courses proposed were laid down by the law, to pay his rent.

20022. Don't you do to the tenants what the law would do to them?—I would be very sorry not to do as best I could.

20023. Then why don't they pay you the rent?—I can't tell you that; there are no distinctions now made.

20024. The O'CONOR DON.—Has there been much raising of rents in your district lately?—I am not aware that there has been much. The Law Life Assurance Society raised their rents fearfully when they got the property.

20025. How long ago is that?—About twenty-eight years ago. I must say, however, that all new proprietors do the same, with few exceptions.

20026. But you are not aware of any instance lately?—I can't bring any to my recollection.

20027. Have you had any cases of persons going into the workhouse, having been evicted?—Some have gone into the workhouse, from poverty.

20028. But I mean from cases of eviction?—I don't recollect any.

20029. You reside in Clifden?—I reside in Clifden.

20030. You were the proprietor of the hotel there?—Once—some years ago.

20031. The CHAIRMAN.—I did not notice before in your notes that I have here—I see now that you say—"I consider corporations should not be allowed to be land proprietors"?—I don't think they should.

20032. You mean such cases as the Law Life? You think that the way of dealing with it won't come properly before a body of persons, not one of whom is responsible?—I do, my lord. I think they purchase the land as a shopkeeper purchases goods, to make profit out of it. They have not—I won't say they have no conscientious feelings, but I think they have not sufficient conscientiousness to be allowed to hold land.

20033. Baron DOWSE.—What would you think of having the English Government as landlords?—I think that would be a grand thing; that would be a grand thing, because I think the Government would do nothing but what they believe to be right.

20034. But might not men do nothing but what they believe to be right, yet do something that was wrong?—That is for you to judge, my lord. I certainly would not like to have the man who gave the lease that I saw reported in the press the other day.

20035. What is that man's name?—Well, don't take it down, and I will give it to you. When he wants others to break up, he makes leases himself which are condemned by the public.

20036. The CHAIRMAN.—How long have you been connected with land in this country?—Since I was very young.

20037. For the last fifty years?—Yes.

The witness then retired.

Mr. MICHAEL JOYCE, examined.

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Mr. Michael
Joyce.

20038. The O'CONOR DON.—Where do you live?—Rahoon, near Galway.

20039. Is it within the borough?—Yes.

20040. The CHAIRMAN.—Do you hold as a tenant?—Yes.

20041. Who do you hold under?—Miss Julia Daly.

20042. And how much do you hold?—Two acres.

20043. How far from Galway?—About one mile and some perches.

20044. What rent do you pay?—I pay £4 an acre.

20045. £4 an acre?—Yes.

20046. How long have you been paying that?

20047. For the last twelve or fourteen years.

20048. The O'CONOR DON.—Did you pay it to Father Peter Daly?—I did.

20049. The CHAIRMAN.—Do you know what the rent was before that time?—It was only half what I am paying now—2 guineas or £2. It was raised then about twelve or fourteen years ago, when he got it.

20050. When Father Daly got it?—Yes.

20051. Baron DOWSE.—He was the parish priest of Galway?—He was.

20052. The CHAIRMAN.—He left it to Miss Julia?—He left it to his brother, and he left it to Miss Julia.

20053. You say when he got it he raised it?—Yes.

20054. How did he get it?—He bought it in the Four Courts in Dublin, or wherever it was bought.

20055. The O'CONOR DON.—Who was the former landlord?—Judge Keogh's mother.

20056. It was from Judge Keogh's mother that Father Daly bought it?—I believe so.

20057. The CHAIRMAN.—The rent—had it been the same as that before, for a long time?—It had been for years.

20058. Had any improvement been made on it that led to increased value?—No; but lately, sir, we had improved on our own property.

20059. They had been made by the tenants on the property?—Yes.

20060. Not by the landlord?—No.

20061. And what is the Government valuation?—£4, 5s.

20062. As against a rent of £12?—£12, 8s. for 2 acres.

20063. Baron DOWSE.—You have a house on it?—Yes, a cabin.

20064. Is it a town park?—I believe the town parks come up to my house—I don't think the town parks come up so far.

20065. The CHAIRMAN.—Is the house upon it?—It is.

20066. Baron DOWSE.—Do you look upon it as an ordinary farm—would it pay you as an ordinary farm?—It would not pay as a farm; but I had a family, and I did not want to bring them into the town.

20067. You don't look upon it as a town park, but as an ordinary farm?—I do.

20068. You pay the water rate?—Yes.

20069. And the poor rate?—Yes.

20070. And does not Miss Julia pay the half of that?—Yes.

20071. The CHAIRMAN.—All the town rates?—Yes.

20072. Do you pay them first, and then she takes them off the rent afterwards?—Yes.

20073. For every rate?—We pay the town taxes—about 7s. or 8s. in the year.

20074. Baron DOWSE.—But does she allow you anything more than the law allows her to do?—Oh no, sir, not a halfpenny.

20075. Do you think it is too high?—Oh yes.

20076. How do you live?—Working by my labour. I tell you that I could not live by the land.

20077. By the 2 acres—is it good land?—Sorrow a worse in the world. It could not be worse. I sowed 6 stones of barley last year. It was not fit for the market. The woman brought down 2 stone of it and sold it to a man to feed pigs; and 2 stone more we had—only 4 stone altogether.

20078. And this year?—I will never sow a grain of oats or barley again.

20079. And what did you sow?—Potatoes.

20080. And have the potatoes turned out well?—No, indeed, very bad.

20081. What kind were they?—Leathers.

20082. Do you make the rent out of it, honestly between man and man?—By the virtue of my oath I would not make one-third out of it.

20083. And what do you pay the rent for—what do you make your living by?—I work.

20084. And what is the work?—Masonry work.

20085. And you have this house to live in?—Yes.

20086. And that bit of land?—Yes.

20087. And it is an accommodation to you. You have a house to live in—you would not give it up?—I would not give it up.

20088. You would think it very bad of Miss Julia to put you out?—I would sooner pay the rent.

20089. Did you ever ask her to lower the rent?—I did indeed, twenty times.

20090. And what did she say to you?—She said that the very minute I would clear off, maybe she would. I was striving to make it up. When I asked her to lower the rent, she said, "Oh, the place is nice." I said, "The picture on the wall is nice, but that won't pay the rent."

20091. What did she say to that?—I paid her off last summer all to something like more than £1. "What kind of thing is this thing we are going to get?" said I; I did not think of the word reduction. "Oh," said she, "the next time we will talk about that."

20092. Did she give you any reduction?—No.

20093. Father Peter raised the rent on you?—He did.

20094. And why did not you speak to him about that?—We did. We had to propose for it, and if he did not like our proposal he would not have it, and we did not like to have to leave.

20095. You are in the parish of Galway?—Yes.

20096. And was not he your parish priest?—Yes.

20097. And was not that very hard of him?—He liked money. We were giving him the money for ever, till he bought it, and then when he bought it, we got a return for our money. There is not a man or woman that lived in our parish—in this parish—that did not put money on the altar. Every man in the parish would give it, and would often borrow a shilling to put it on the altar. It is a rule that the clergy made in our parish, and in every parish, that is, to put a shilling on the altar.

20098. But that has nothing to do with the land?—No.

20099. The CHAIRMAN.—But that is the way he bought the land?—That is the way. I offered him £3 at first; and £3, 10s., and £4 at last. I would not get it if I did not.

The witness then retired.

MICHAEL M'GRATH, examined.

Michael
M'Grath.

20100. The CHAIRMAN.—You live at Upper Dangan?—Yes.

20101. Is that near the town?—Within 1½ miles of the town.

20102. How many acres do you hold?—I could not say how many acres.

20103. Could not you say somewhere about how many?—It is by bulk I am paying rent.

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Michael
McGrath.

20104. How much do you pay?—£5 I am paying for my little spot.

20105. Baron Dowse.—Surely you could give an idea of how many acres you have?—It is something about £3 an acre.

20106. The CHAIRMAN.—Something over two acres?—I think something about that.

20107. Who do you hold this land from?—Owen Kearns.

20108. What do you say, it is too dear?—Too dear? No. It is not producing any crops.

20109. How long have you had it?—Twenty-three years.

20110. From Mr. Kearns all the time?—Mr. Power had it before Mr. Kearns.

20111. What was the rent when you came into it?—The same rent.

20112. It has been the same rent all the time?—Yes.

20113. And did you buy it when you came in?—I did, sir.

20114. What did you give for it?—By the year, just yearly. I paid no fine.

20115. You paid no fine?—I paid no fine.

20116. What is it then you wish to say?—I sowed 12 stone of oats last year. I paid 1s. a stone for them. It cost me two £2 for labour—two labouring men and myself—and I threshed it and it produced 11s. 2d.

20117. But that was last year?—Yes.

20118. Is it better this year?—I sowed no oats this year.

20118A. Having this land so many years, what would you say would be a reasonable rent?—I could not knock 30s. out of it.

20119. Baron Dowse.—How do you live?—By my labour.

20120. You are a labouring man?—I am a stone mason.

20120A. The CHAIRMAN.—You have got it all now in grass?—I have nothing sowed now but a little spot of potatoes.

20121. What is the rest of it in—grass?—It is laid down. It is not able to be grass.

20122. You mean it to be grass?—I do; to lay it down.

20123. You mean it is not tilled at all?—It is not tilled. Part of it is not tilled. I let it out.

20124. But what do you get?—Nothing. It would not feed one sheep.

20125. Baron Dowse.—Then why don't you leave it?—It is convenient to the town.

20126. The CHAIRMAN.—But could not you find people in the town who would put something into it?—I don't think it is worth 1s. an acre.

20127. Baron Dowse.—Did you never think of putting a goat on it?—No, sir.

20128. I can tell you they are not a bad thing?—I had a few sheep, and I had to sell them. It was not able to feed them.

20129. The CHAIRMAN.—What is the Government valuation?—I could not say, sir, for the landlord is paying the rates.

20130. Baron Dowse.—Have you a vote?—No, sir, I have not, and I pay no rates.

20131. You would not give it up?—I believe I will have to give it up.

20132. It has a house on it?—Yes.

20133. Then it is just worth what the house is worth?—Just that.

20134. Have you any cabbage on it?—A little.

20135. Any potatoes?—I had an acre of potatoes on it last year, and I could lift enough for our own use.

20136. It is manifest you could not live on it unless you were a stonemason?—I could not.

20137. The CHAIRMAN.—Is not this sort of land near the town sought for by the people in the town?—There is very little. It is all let in pasture.

20138. Baron Dowse.—Are there rocks in it?—No, there are not many rocks on it.

20139. What kind of soil is it?—Poor mountain land.

20140. Is it inland or on the sea-coast?—It is inland.

20141. This way (pointing to the north-west)?—Yes, sir.

20142. What if you would try and keep a couple of goats on it?—The goats would eat the cabbage.

20143. Do you think it would be an advantage to you to buy the land out and out?—It would, of course. When I have the house I would not like to leave it, sir.

20144. But if for thirty-five years you had to pay more than you have to pay now, would you like that?—I would.

20145. To pay more than you pay now, for thirty-five years?—I would.

20146. Would you like to pay more rent?—No, I would not.

20147. The CHAIRMAN.—Would not you do it, if it made you the owner in thirty-five years?—I would, of course.

20148. Baron Dowse.—What do you pay now?—£5.

20149. Suppose you paid more than £5, would you like to pay that for thirty-five years, and then be the owner out and out?—I would.

20150. Do you think any human being could live on that land, unless he was an artisan or workman like you?—Nobody could live on it.

The witness then retired.

Mark Kerins.

MARK KERINS, Letragh, examined.

20151. The CHAIRMAN.—Do you hold under the same landlady?—Yes.

20152. Is yours much the same case as to the rent, and so on?—Yes, sir.

20153. When was it raised?—About fourteen years ago.

20154. Raised to £6, 5s. 10d.?—It was doubled.

20155. How long ago is that?—About fourteen years ago.

20156. Did you ever hold more than what you have now?—I did, sir.

20157. How many acres was it originally?—About eight acres.

20158. And how much have you now?—About four.

20159. And when were the four acres taken?—I went to America, and I left my family after me, and when the lease was out, another man came and took away the half of it—a third cousin of mine, one Kerins.

20160. Baron Dowse.—Are you a tradesman?—No, sir.

20161. What are you—a farmer?—A labouring man.

20162. What are you working at?—I work on the spot of ground.

20163. Do you work for other people?—No.

20164. Are you able to live on this farm?—Very ill.

20165. But you do live on it?—I do.

20166. How many acres?—Four.

20167. How many have you of a family?—Nobody but myself.

20168. Nobody but yourself?—They had to go to America.

20169. You live on this land?—Yes.

20170. Four acres?—Yes.

20171. What rent?—£7, 6s.

20172. What kind of land is it?—Very bad land.

20173. How far from the town is it?—Little more than a mile.

20174. But you never work for anybody—you live on the land and by the land?—Yes.

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Mark Kerins.

20175. And such as it is you live on it?—Yes.
 20176. And you have no family?—No.
 20177. If you had a family you could not live on it?—No, sir.
 20178. And why do you pay the rent if it is not worth it?—Where will I go to if I don't go to the poorhouse?
 20179. It is an unfair rent, you say?—Yes, sir.
 20180. Did you get any abatement?—We got 5s. in the pound last year, and that is all.
 20181. Five shillings in the pound?—Yes.
 20182. Your crops were bad last year?—Very bad; they could not be worse.
 20183. This year?—Only middling.
 20184. What have you got in?—Potatoes.
 20185. Any oats?—No.

20186. Nor barley?—No.
 20187. Do you live in the same part of the county as this man?—I do.
 20188. What do you think would be a fair rent for it?—I think it would be fair enough at 15s. an acre.
 20189. And that would be enough for it?—That would be enough for it, and too much.
 20190. Does the landlord get a high rent for all the other lands about?—Some of them.
 20191. Is it any advantage to you to be near Galway?—Not much indeed, sir.
 20192. Do you pay the taxes?—I do, sir.
 20193. Poor rates?—Poor rates.
 20194. And the other rates?—Yes.
 The witness then retired.

ABNER BAILEY, Dennistown, Castle Hackett, Tuam, examined.

Abner Bailey.

20195. The CHAIRMAN.—Are you a tenant under Mr. Kirwan?—No, Mrs. Kirwan.

20196. You hold a large farm?—Yes.

20197. How many acres?—200 acres.

20198. Is it anything connected with the holding that you wish to bring to our notice?—Nothing with reference to my holding.

20199. It is as to the general state of things in the district?—Exactly.

20200. Will you tell us what you have to say?—There are a good many complaints. People say that the rents are too high.

20201. They say so in a good many places—do you think they are?—I consider that the grazing lands in my district are very much higher than they were, by competition. But the tillage lands in our immediate neighbourhood have not been raised for the last thirty years.

20202. At present the grazing lands are high?—Yes, by competition.

20203. Mr. KAVANAGH.—That is, by the graziers bidding against each other?—Yes.

20204. The CHAIRMAN.—The tillage lands are not so high?—No. The inferior lands are valued too high.

20205. Baron DOWSE.—Are they rented too high?—They are rented too high, and they are valued too high.

20206. The CHAIRMAN.—Are the rents in excess of the valuation?—Oh, they are, very, in some cases.

20207. And you think the valuation is high?—The valuation is generally high, in the cases before me.

20208. In the case of inferior land?—Yes.

20209. And is that general through that district?—It is general through our district.

20210. You think that the valuation is therefore not a fair criterion of rent?—I think so. That is what I mean to convey to you.

20211. I suppose the grazing lands are higher in comparison with the other lands?—The grazing lands are higher in comparison with the tillage lands, but in my opinion the grazing lands are not valued high enough, according to the inferior land.

20212. To take the Government valuation all round, the valuation would not be a fair criterion of rent?—That is what I would say.

20213. Is there anything else in the district you can give us evidence about?—There is nothing more.

20214. Baron DOWSE.—Do you think if there was a Government officer appointed to value the rents—to settle the rents between landlord and tenant—would it be useful?—I would not give in to that altogether. I would like to have free competition.

20215. Suppose a man is in a farm, living in it for twenty years, and that the landlord wants to put up the rent on it to more than he thinks is fair, do you think it would be well to get some tribunal to fix the rent?—I think so—by arbitration.

20216. Do you know anything about any Church lands that were sold in your neighbourhood?—There were some.

20217. Did the tenants buy it?—They did.

20218. How are they getting on?—I don't know.

20219. Do you think it would be a good thing to enable the tenants to buy their land by lending them the money?—They ought to be helped; but I would not like to saddle a man with a debt that would be like a millstone round his neck.

20220. Suppose he had a third of the money himself, and the Government to provide the balance?—Yes.

20221. Mr. KAVANAGH.—Would you have him give all the money himself?—I would. I say it is better for a man to pay a fair rent than to have that hanging over him.

20222. Baron DOWSE.—Are you a native of this part of the country?—No, sir.

20223. What place are you from?—I am from near Edinburgh.

20224. Mr. KAVANAGH.—What addition would you say should be put on the grazing lands?—Well, it would depend on the nature of the land. I know lands that are of the character of heavy lands that would bring much more than the lighter lands. There is not so much difference in the rent between good and bad land.

20225. Then what you would want is a skilled valuator?—Yes.

20226. Baron DOWSE.—If there was a good practical valuator to value the rent, and if the tenant was not to be disturbed as long as he could pay that rent, would that be a good thing?—That would do.

20227. It would satisfy people—it would give them courage to make improvements?—It would.

20228. It would make them secure in their holdings?—Yes.

20229. The CHAIRMAN.—Do you think it would be easy to get a good practical man in each neighbourhood?—I think so.

20230. Men that would be able to give satisfaction to both sides?—Yes.

20231. Mr. KAVANAGH.—You live on Mrs. Kirwan's property?—Yes.

20232. How about the improvements on the property—the drainage and fences?—Part has been done by the tenant, but principally by Mr. Kirwan.

20233. And the road walls?—Were built by Mr. Kirwan.

20234.—But the internal walls?—They were built by the tenant. They divided and subdivided. It is a stony country.

20235.—They divided and subdivided—you don't mean that they divided their holdings?—Oh no, the fields.

20236. Baron DOWSE.—How long have you been in this country?—Thirty-five years.

20237. The CHAIRMAN.—Did you come over to farm?—I came to manage for Mr. Kirwan first, and then I took a farm.

20238. Have you seen many improvements in this country since you came?—Oh, a great change for the better.

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Abner Bailey.

20239. Do you think the people are better off?—

Very much.

20240. Better dressed?—Yes.

20241. Baron DOWSE.—Do you think they are bad agriculturists?—They are, some of them. There are many of them smart and cute and good farmers.

20242. The CHAIRMAN.—Do you think they are quick in following the example of others?—There is no country in the world so quick.

20243. Do you think they see things you have been doing on the land, and if they are successful, follow them?—Yes, I think in my country they have improved very much.

20244. Baron DOWSE.—This sense of security would encourage them?—It would.

20245. And improve the country?—Yes.

20246. Mr. KAVANAGH.—Has there been any raising of rents in your district?—There has been no rents raised except in the grass lands where there has been competition. Mr. Kirwan has raised no agricultural rents these last thirty-five years to my knowledge.

20247. Baron DOWSE.—And has everybody acted in the same way?—No.

20248. Mr. KAVANAGH.—Have you many instances of proprietors who have purchased in the Landed Estates Court?—There have been a good many.

20248A. Where?—In the neighbourhood of Tuam and other places.

20249. What were they—small men that went into the Landed Estates Court to buy and make as much as they could out of the land?—Some of them.

20250. The CHAIRMAN.—Are they mostly small men near the town?—Mostly, near the town.

20251. Mr. KAVANAGH.—I suppose on their properties discontent exists?—It does, sir.

20252. And on others?—It is like a disease, spread where there is little cause of complaint.

20253. Baron DOWSE.—You are not dissatisfied with the people you are among?—I am not dissatisfied at all. My lands are rather high. What I would like would be a re-valuation—a Commissioners' valuation.

20254. You have a lease?—I have.

20255. How long?—Twenty-one years. I have had a second lease of twenty-one years.

20256. Last year was a bad year?—It was.

20257. This was a good year?—It takes a long time to make up for a bad year.

20258. But it is good to get a beginning?—It is.

20259. Has grass land suffered much from the wet?—Yes. But this sort of weather will improve it very much.

20260. We were told in Sligo that in cases where land had had no rushes at all since it was drained, it had thrown up rushes again within the last two years? There are instances in this part of the country, but that is since last winter—the land got sodden.

20261. Baron DOWSE.—And then marsh plants grow on it?—Yes.

20262. The CHAIRMAN.—And then they say that rents ought to be reduced in consequence?—I think it will come round. Their idea was that the drains had got clogged from the extreme wet.

20263. Mr. KAVANAGH.—Is there any such system as tenant-right in the district?—No, I think very little.

20264. Very little?—Very little.

20265. Baron DOWSE.—Suppose a tenant went to America, would he be allowed to dispose of his farm at all?—There are very few in my district have left the district since I came into it.

20266. It goes on from father to son?—Goes on from father to son.

20267. As a tenant dies, does the son get into his place?—Yes.

20268. As a rule, the landlords allow fixity of tenure?—You may say it is fixity of tenure.

20269. The only thing now complained of is, that the rents are a little too high?—With the competition, and the lower prices of agricultural produce.

20270. The O'CONOR DON.—Do you mean to say there is no good price for cattle this year?—There is a good price now for both cattle and sheep.

20271. Baron DOWSE.—Are not you aware that the price of beef has never gone down at all?—If it has not gone down in price to consumers, tenants have not got the advantage, but suffered.

Mr. John Gairdner.

Mr. JOHN GAIRDNER, Lissbeg, Eyre Court, examined.

20272. The CHAIRMAN.—You are a land agent and tenant farmer?—I am.

20273. I believe you are land agent to Mr Pollok?—Yes.

20274. What is the acreage of the estates you are connected with as agent?—About 30,000 acres.

20275. How much land do you farm yourself?—About 2000 acres.

20276. How long have you been connected with Mr. Pollok's estate?—Upwards of 20 years.

20277. Has it been customary on that estate to allow a right of sale to tenants?—No.

20278. Not in any shape?—Not in any shape.

20279. When tenants go away does he give them anything?—He arranges with them: he gives them ample remuneration for anything they have in the shape of crop or stock.

20280. Were you in connection with the estate at the time Mr. Pollok purchased it?—Not then, but very soon after.

20281. Had you anything to do with the arrangements at that time in getting rid of the tenants?—I had something to do with them. First of all, Mr. Pollok thought that the title he got from the Court entitled him to get possession without any trouble, whereas he found that he had to go to a great deal of trouble and expense. In the end he found it was better to arrange with the occupiers himself rather than proceed to get possession through the law; he accordingly bought them out. He never acknowledged that they had any interest in their land, but he paid them so much for their stock and crop, and they were all amicably settled with.

20282. Did those arrangements cost him much?—I could not say exactly what he paid for arranging with the tenants. The fee-simple of the property, in the first instance, cost him about £250,000. The buying out of the tenants, and improvements which he made after getting possession, cost him more than the fee-simple, probably £350,000.

20283. He laid out a great deal of money in improving the land?—A great deal in improvements of various kinds—draining, building, and throwing it into large farms for tillage and grazing.

20284. After Mr. Pollok had purchased the estate, and laid out this large sum in improvements, what did he do?—He set it to tenants, generally by lease in large farms, at rents of from £200 to £2000 a year.

20285. Since then has he had many ejectments?—None except for non-payment of rent.

20286. Has he still any small tenants on his estate?—He has about £1800 a year from which he never dispossessed any one. Upon that portion of the estate there are upwards of 200 tenants.

20287. Do they hold as yearly tenants?—Yes.

20288. I suppose the large tenants hold under lease?—Yes.

20289. In neither case does he recognise any right of sale?—None.

20290. Has there been any alteration in his proceedings since the passing of the Land Act?—Not that I am aware of.

20291. What is the usual term of the lease that he gives to his tenants?—Nineteen or twenty-one years.

20292. Has there been any increase in the rents lately?—Not lately.

20293. Has there been any increase made in the rents of the small tenants since the time Mr. Pollok purchased the property?—None; at least not within my knowledge. I undertook the agency of the portion of his property with the small tenants upon it within the last ten or eleven years; prior to that I cannot say what may have taken place. There have been reductions on the rents of some of the small tenants since I undertook the agency.

20294. How long ago is that?—Ten or eleven years.

20295. Has Mr. Pollok had any cases under the Land Act?—None.

20296. Any evictions since the Land Act?—None.

20297. Upon those small holdings, do the tenants make much improvements?—None that I am aware of.

20298. I suppose the houses in which they live were put up by themselves?—I presume they all were.

20299. Since you came into the management of the estate, you have not remarked any improvement in the condition of the houses or buildings?—Not in the least.

20300. Does Mr. Pollok assist the tenants to improve their dwellings?—He very often assists them in building houses. Since the recent Act that was passed with regard to labourers' dwellings—the Sanitary Act—they have been obliged to add to their buildings, and he has assisted them in finding materials for walls and roofs.

20301. With regard to the large farms, does Mr. Pollok do everything in the way of improvement to them?—Everything.

20302. Just the same as an English landlord?—Just the same.

20303. Keeps all the fences and buildings in repair?—No; the tenants are expected to keep them in repair. There are covenants in their leases to that effect—they were all in thorough repair when they entered into possession.

20304. Have there been any purchases of holdings by tenants?—None. He always arranges with the tenants who are leaving. I have always endeavoured to add the holding to the adjoining one if possible. Some of them are so small that if the tenants had the fee-simple, and were obliged to live on them, they could not do so. I think much of the destitution which prevails at present among that class of occupiers, is owing to their not having got the same amount of employment in labour in England during the last two or three years as they had been accustomed to get in previous years—in addition to the bad seasons. They did not bring back the same amount of money from England and Scotland.

20305. Was it usual for that class of tenants to go to England in the harvest season?—Yes. But for the money they earned in that way they could not live on their holdings, they are so small.

20306. Do Mr. Pollok and his large tenants give much employment to labourers?—They do. His largest tenant, who pays a rent of £2500 a year, gives a great deal of employment.

20307. Could not all those small tenants get employment on the estate?—No, they could not all of them.

20308. What is the average size of those small holdings?—The rental of that portion of the estate is £1800 a year, and the number of tenants 200. That does not leave much margin for a farm.

20309. Has consolidation been carried to any extent with that class of holdings since Mr. Pollok purchased the estate?—Now and then, when a tenant goes to America, his holding is added to the adjoining one; but it is with great difficulty that is done. There are on an average twenty applicants for every vacant holding.

20310. Did those tenants pay their rents last year?—No. Some of them paid their May rent in June, but a great many of them owe two or three years' rent.

20311. Did you make any abatement to them last year?—Not in the shape of money. Any abatement they got I gave them in produce—in seed corn and seed potatoes. I thought it a bad precedent to allow them an abatement in money. Their holdings are so small, I thought the money, if I allowed it in that form,

would only get into the hands of the publican within twenty-four hours.

20312. Did you give them seed corn and potatoes?—I did.

20313. Did you give the seed corn and potatoes, or whatever it might be, to those who didn't pay as well as to those who did pay their rents?—Yes; to every tenant on the property, good and bad, according to the size of their holdings.

20314. To all the tenants?—All the small tenants.

20315. Is there much waste land in the neighbourhood of Mr. Pollok's property that could be reclaimed?—There is a good deal of bog, but I do not think it is reclaimable. I don't think it would pay any one to reclaim it.

20316. Do the tenants of adjacent holdings cultivate it?—They do. They take it in gradually, according as the turf is cut off.

20317. Is there any rent put on it after they have reclaimed it?—Not for years. I have not put any additional rent on it.

20318. On these large farms you have mentioned, which are let on nineteen or twenty-one years' lease, does the landlord pay one-half the county cess?—He does now, when granting leases; though, under the old leases, he did not agree to pay the county cess.

20319. I suppose since the Land Act he has been paying the county cess?—Yes; and on any new leases he always pays the county cess.

20320. With regard to the small tenants, is the county cess equally divided between landlord and tenant?—No; they pay the county cess. I have never altered the practice in their case.

20321. Is the country in your district disturbed at present?—Not where I live; but they are disturbed in the north, where the small tenants are.

20322. Are they refusing to pay rent this year as well as last?—I have got very little rent from them.

20323. Have you any suggestion to make as to any alteration in the law?—I don't think any alteration in the law could make those tenants, with such small holdings as they have, anything but very poor and destitute people. I don't think anything could do it. Their holdings are not sufficiently large to support their families. If they were made peasant proprietors they would be paupers in two years if they were obliged to live on the land.

20324. They really live by what they earn in the harvest time in England?—Yes.

20325. Baron DOWSE.—How much do they earn in the season by going to England?—I have known some of them to bring back between £20 and £30.

20325A. Would one man make that?—Yes.

20326. The CHAIRMAN.—Some of them have sons who go with them?—Yes. I should observe that they go over to England very early in the year, and work for the whole season; and sometimes they don't get home in time to save their own crops. You will often see their wives and children endeavouring to save their crop.

20327. They didn't go to England last year?—No, not to the same extent as usual in former years; some of them went, but those who went did not earn much.

20328. What about this year?—I believe they have been earning tolerably well this year.

20329. Do you consider Mr. Pollok has been repaid for his outlay on improvements?—He gets a fair return, but nothing like what he expected. It cost him a great deal to get possession of the land in the first instance, a great deal more than he ever expected to have to pay.

20330. Do you consider the reclamation and drainage of the lands has repaid Mr. Pollok?—That paid; but he had to pay a great deal more money to obtain possession than he ever anticipated.

20331. Then, taking that into account, he has hardly been remunerated for his outlay?—He has got nothing like the return he expected when making his investment in Ireland.

20332. I suppose his large tenants are the most

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satisfactory?—They are; but they have been suffering for the last year or two. The depression in prices has much more seriously affected the large grazing farmers than the smaller class of farmers.

20333. Don't you think they pulled up a good deal this year?—They did.

20334. Prices of stock are high now?—They are. A good deal of money has been made on stock from last year to this year.

20335. Mr. KAVANAGH.—Could you say how much Mr. Pollok has expended on improvements, irrespective of what he paid for getting up possession from the tenants?—I think the first cost of the property was about £250,000, and I know that he at one time or another has invested more than £600,000 in the country.

20336. How much of that was spent on the actual improvement of the land—in drainage, fencing, changing boundaries, and everything else?—It would be merely a guess for me to say, for I do not know; I have no data to tell it from.

20337. The CHAIRMAN.—I think you said the cost of the property, including allowances to tenants, was about £350,000?—Yes.

20338. Baron DOWSE.—What was the first cost?—£250,000.

20339. It costs him that large additional sum to get the tenants out?—A part of it.

20340. And the remainder was expended in improvements?—Yes, after he got possession.

20341. Did he expend anything on the £1800 a year portion of the estate?—No. That portion is just as it was when he got it.

20342. The expenditure was made upon the portion he has leased?—Exactly. I do not say that he has not spent money on the portion occupied by the small tenants, for he still assists in making buildings and other improvements.

20343. I understand you to say that Mr. Pollok's expenditure on the estate may be divided into four classes; there was first, the original purchase money of the property?—Yes.

20344. Secondly, what it cost him to get out the tenants?—Yes.

20345. Thirdly, what he expended in improvements on the portion of the estate which he has let on lease?—Yes.

20346. And fourthly, whatever he expended on the £1800 a year portion, which is let to small tenants?—Yes.

20347. I want to know how much he spent on the leased land?—It would be very hard to say what he paid for what is now called the tenants' interest. He never acknowledged in any case that the tenants had any interest to sell, but he paid them for everything they had on the land in the shape of stock or crop, so that without having some data to know what value of stock or crop he got for his money, I could not say how much he actually expended over and above what he got value for. I know this, that at one time he was the best abused man in Ireland, whereas he is now one of the most popular men in the country.

20348. What wages do his labourers get?—From 9s. to 12s. a week, in addition to turbary, a potato garden, and a house rent free; and some of them get two or three quarts of milk in the day.

20349. Was Mr. Pollok in business in Scotland?—He was a large proprietor and farmer there. The hobby of his life has been the improvement of land. Unfortunately for himself the great bulk of his investments in Ireland consisted of land in the occupation of small tenants. He thought that when he was declared the purchaser of it by the Incumbered Estates Court, he could get possession of it without further trouble; whereas he found he had to incur very considerable additional expense, and great delay, before he could obtain possession from the tenants.

20350. Do you think it was the amount of money they got that induced the tenants to go, or the fear that they would be evicted?—It was the amount of money they got that induced them to go without fighting in the Courts.

20351. The O'CONOR DON.—Had he not to serve a large number of ejectment notices?—Yes. But he found there were a great many difficulties in the way of getting possession in that way which caused him great delay, and made him very unpleasantly talked about in the country, and the result was he thought it better, more expeditious, and cheaper in the end to adopt the other plan, and purchase them out.

20352. Giving them something to get up possession, although they had in reality no legal claim upon him?—Yes.

20353. Has Mr. Pollok much land on his own hands?—Yes. I manage land of the value of about £6000 a year for him.

20354. What course of farming does he follow—tillage, dairy, or mixed?—Mixed. About £4000 a year of it is round his own dwelling-house. He has a couple of farms a considerable distance off, which I manage for him also.

20355. Are his large tenants principally Irish, or are any of them Scotch?—They are all Irish. I don't think there is a Scotch tenant amongst them.

20356. He had one large Scotch tenant, had he not?—He had, but he is not there now. I don't think there is one Scotchman left on the estate—they are all Irish.

20357. Do you find things going on satisfactorily with the small tenants?—Yes, quite.

20358. You say they have been occasionally badly off?—Yes; their holdings are too small to make any good use of, in my opinion.

20359. Is it good land?—It is wet land, and requires draining.

20360. Do they complain of being rented too high?—Indeed they do.

20361. Are they too high in your opinion?—Their rents are a trifle over the Government valuation. On an average they pay about £1 an acre Irish.

20362. The CHAIRMAN.—Do they look upon themselves as holding merely on sufferance, and follow the example of other small tenants?—I suppose they do.

20363. Is anything done in the way of giving something to them to go away?—Yes; occasionally one of them will express a desire to emigrate to America, and whenever that takes place, I insist on being the party to make the arrangement with him. I purchase anything he has on the land to sell, giving him a good price for it to get possession; and when I get possession the first thing I do is to level the house and amalgamate the holding with the adjoining one.

20364. I understand that is done when a tenant wishes of his own accord to give up his holding and emigrate?—Yes.

20365. There has been no general attempt made on Mr. Pollok's part to consolidate that portion of his estate, as he did the others?—No.

20366. Baron DOWSE.—I think you said a short time ago that there were twenty applicants for any farm that became vacant?—Yes.

20367. CHAIRMAN.—Do you refer to small holdings?—Yes.

20368. The O'CONOR DON.—At the present rents?—At the present rents. The greatest difficulty we find in the management of the property where those tenants are, is the prevention of subdivision. It is impossible entirely to prevent it; do your utmost, and still it will sometimes be done.

20373. Is that to provide for the members of a family?—Yes. It is the greatest difficulty connected with the management of property in Ireland in my experience, and it does a great amount of mischief, for the result is certain destitution to the tenants themselves.

20374. Do you think that if a peasant proprietary were established, sub division of holdings could be prevented?—I do not know how it could be prevented unless it was made a serious crime almost. They will do it in spite of all the rules and regulations you can make.

20375. The younger members of a family don't go

away to push their fortune in other lines of industry?—They do not. The great defect is the want of enterprise.

20376. Is it not mostly the younger members of families that emigrate to America?—Yes, many of them do.

20377. I suppose you think the country would bear

more emigration?—Yes. I do not see any other cure for a state such as that I have mentioned. I think there is too great a population in the country.

20378. Some persons have said that if we had a peasant proprietary, Ireland could support 20,000,000 of people: would you like to live in it under those circumstances?—I would not.

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Mr. John Gairdner.

TIMOTHY KYNE and JOHN KYNE, both of Knockranny, Moycullen, County Galway.—TIMOTHY KYNE examined.

Timothy Kyne.

20379. The CHAIRMAN.—How far from Galway do you live?—Twelve miles.

20380. On whose property?—Surgeon-Major Kelly's.

20381. Do you hold by lease?—I do.

20382. When was your lease granted?—In 1822.

20383. For three lives and thirty-one years?—Yes.

20384. Two lives are now living?—Yes.

20385. It contains 1700 acres altogether?—About that.

20386. What is the character of the land?—It is nearly all moor—a heathery moor.

20387. How much of it have you reclaimed?—About forty Irish acres.

20388. Between you both?—Between us.

20389. What rent do you pay for it?—We pay £101, 10s.—myself, this man (John Kyne), and two others.

20390. There are four of you altogether?—Four of us.

20391. Does the landlord require that there should be but one receipt for the rent?—One receipt; he did so since 1872.

20392. Up to that time, did he give separate receipts?—Yes, his father and the agent did.

20393. The O'CONOR DON.—Was the land originally taken as one holding?—It was leased to four brothers.

20394. Are the four brothers' names in the lease?—They are.

20395. The CHAIRMAN.—And they all hold under one lease?—Yes, under one lease.

20396. Who is the present agent?—Mr. Stapleton, a solicitor.

20397. Were you anxious to make improvements on your holding?—Most anxious.

20398. Did you apply to the Board of Works for a loan to enable you to carry out improvements?—I did. I was so anxious for making improvements, that I even asked him in 1872 to get the amount from the Board of Works, and that I would be satisfied to pay 6½ per cent. on the money.

20399. How much did you apply for?—£150; but I did not get it.

20400. Why did not you get it?—I could not say. I went through the formalities, served the notices, and sent the ordnance sheet to the landlord, and he presented them at the office of the Board of Works; but he wrote to me to say that without having all the lessees joined in the application they could not grant the money.

20401. They should all join in the application?—Yes; so he gave me to understand.

20402. The O'CONOR DON.—Were the others unwilling to join?—They were not asked.

20403. The CHAIRMAN.—Did you send a copy of the lease to the Board of Works?—I did not.

20404. Did they ask you to send it to them?—I answered the queries which the Board sent to me, and gave them the particulars of the lease.

20405. Why did they refuse to give you the loan?—I could not say. The landlord wrote to say that they were unwilling, but I think it was an excuse.

20406. Do you think the landlord was unwilling that you should get the loan?—I think he was.

20407. Is the land you reclaimed going back again in condition?—Yes, it is getting into its old state again.

20408. Is that for want of thorough drainage?—For want of being tilled again.

20409. Why don't you till it again?—I could not under present circumstances. I have no facilities for doing so. I have not a good road to it.

20410. Was part of the improvement you wanted to make a road?—Yes; in order to be able to carry manure to it.

20411. If you had got that loan from the Board of Works, did you intend to spend money of your own besides?—I did, to the amount of £400 or £500 in drainage and walls.

20412. How much did you apply to the Board for?—£150.

20413. How many acres have you in your own hands?—800 or 900 acres.

20414. It is divided between you and the others?—Yes.

20415. It was all in one lease?—All in one lease.

20416. I understand there never was any legal partition between you?—No. I don't think the landlord wished me to get the loan. I am sure he could have got it for me if he was anxious for it.

20417. He could have got it himself, and lent you the money?—He could have got it along with that, he got for his own demesne.

20418. Is there any other matter in connection with you holding that you wish to mention?—Our family held this land previous to the landlord getting it. He purchased the property in 1803, and as soon as our time was out, he raised the rent from £60 a year to £110 Irish currency, and he promised to make a road and to allow us £4 an acre for any land we reclaimed; but he never carried out that promise, nor did he ever expend a shilling on the property.

20419. Why didn't he do as he said he would?—I don't know, but he didn't do it.

20420. What is the date of your present lease?—1822.

20421. Was it before he gave the lease he made the promise?—Yes, sir; prior to granting the lease.

20422. Surely you cannot recollect what took place before 1822?—No; but I saw a copy of the letter.

20423. Have you built houses on the property?—I have. The landlord refused to assist me in any way, though often applied to.

20424. Have the other tenants done so?—Yes, under similar circumstances.

20425. Are they good houses?—They are.

20426. Was that since the date of the present lease?—Yes.

JOHN KYNE, examined.

John Kyne

20427. The O'CONOR DON.—Did you join in the application to the Board of Works for a loan?—No, sir.

20428. Were you asked?—I was not.

20429. Would you have joined if you were asked?

—I may, sir; but I was displeased when the landlord didn't give me a receipt for my rent. I understood that he was discontinuing me as a tenant.

20430. He could not do that until the lease was out?—I did not know that, sir.

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John Kyne.

20431. Had you anything to do with taking a farm from Mrs. Brown?—We both joined in that.

20432. Another farm?—Yes.

20433. You joined together and took a farm of 90 acres?—About that.

20434. How did you hold it?—As tenants from year to year.

20435. At what rent?—£65 a year.

20436. The Government valuation is £42?—Yes, sir.

20437. What difficulty have you had about that farm?—We got the farm in March 1870. The Land Act was then pending, and we were promised everything that the Land Act would give us. Relying on this promise, we began to improve the lands, and we got a surveyor and mapped the farm, when we were served with a notice not to go on with any improvements.

20438. You began to improve, relying on the Land Act?—Yes.

20439. And you received notice from the landlady not to go on?—Yes. This was the letter we got from her solicitor:—

Offices, 5 Lower Dominick Street, Dublin,
21st day of February 1873.

DEAR SIRS,—I am instructed by Mr. and Mrs. Browne to inform you that they will allow no compensation for stubbing brushwood off any part of Corbally or Dovepark. If you think it desirable to have brushwood stubbed, Mr. and Mrs. Browne can have it done properly free from expense to them. Please inform me of views on the subject. They have serious objection to having brushwood cut without the roots being pulled out. Of course this is an imperfect way, and ought not to be allowed. Mr. and Mrs. Browne wish me also to inform you that they highly disapprove of con-acreing land, and will not suffer it to be practised on their property.

20440. The CHAIRMAN.—Surely that letter did not prevent you from making improvements?—We got afraid after receiving that letter.

20441. You must be easily frightened?—We are then, very easily frightened. We are paying the quit-rent, and we are afraid even to ask an allowance for it.

20442. Still it appears you have not been afraid to improve your land?—I have not.

20443. You say that you have laid out £200 in improvements—fencing, building walls, removing stones, and other improvements?—I have, and more; but I felt disconcerted when I got that letter.

20444. That latter merely objects to your stubbing brushwood lest it might not be properly done, and they offered to do it themselves for you?—Yes; but they had no notion of doing it.

20503. You say in the notes which you furnished to us, that the landlord does nothing in the west?—No, the landlord did nothing for us.

20504. He offered to do that for you?—He did not; though the solicitor wrote that letter, he never intended to do anything.

20505. Baron DOWSE.—What complaint have you against him?—We want to be secure.

20506. That is, you would like to have the land, secure from being turned out as long as you paid the rent?—Certainly. That is very much wanting in the west of Ireland, because there is such an amount of labour required in order to bring the land into cultivation.

20507. If you had the land at a fair rent, and were secure from being turned out, would you improve it more than you have done?—I would, certainly.

20508. Do you think it is a good plan to hold land in partnership in the way you four are doing?—Well, sir, so far it has worked pretty well with us.

20509. Each of you is responsible for the others?—Yes. We get on pretty well together; but we think the rent rather high.

20510. That is, on the yearly holding you think the rent high?—Yes.

20511. You don't think it is high on the place you hold by lease?—I do; I think it is high on both.

20512. Why did you take the lease at that rent if it was too high?—Our father took the lease; but the rent is too high. There is no accommodation whatever on the farm. We have to carry limestone between two or three miles for burning and manuring the land.

20513. Mr. KAVANAGH.—How long is it since your father took the place?—In 1822.

20514. Were the prices of produce then as good as they are now?—They were lower than they are now. So much was my father discouraged, that he got a clause inserted in the lease enabling him to give it up every fifth year.

20515. And though the prices were lower when the lease was made than they are now, still you think the rent too high?—It is too high considering the quality of the land. I pay £6 an acre for other land, but it pays me better than that place does.

Patrick
Flynn.

PATRICK FLYNN, Rahoon, County Galway, examined.

20516. The O'CONOR DON.—Who is your landlord?—Miss Julia Daly of Salt Hill.

20517. How many acres of land have you?—Only 2 acres 2 roods 34 perches.

20518. Do you live within the borough of Galway?—I do. This holding is part of a purchase Father Daly made in 1857.

20519. Was the rent raised?—It was raised from £4, 5s. to £9, 10s. by Father Daly. I have had to pay that rent from 1857 up to the present year.

20520. Baron DOWSE.—Was he your parish priest?—He was.

20521. Why didn't you complain to him about it?—It was no use complaining to him about it.

20522. The O'CONOR DON.—Did you build a house on the land?—No; the house and offices were built by my ancestors. They were living there for over a hundred years. I have kept the house in repair ever since.

20523. Do you think the rent too high?—It is too high. It is more than double what it was before Father Daly purchased it.

20524. When did you think it too high?—I thought it too high at the time Father Daly raised it, but what could I do? I should either submit to it, or go out.

20525. Have you any means of support besides what you make by the land?—I have; I am a mason.

20526. You could not live on the land by itself, without some additional means of support?—I could not, without doing something to earn money in some other way.

20527. You work at your trade of mason?—I do.

20528. Being within the borough, are you liable to pay the borough rates?—I am; I have to pay £6 or £7 a year rates.

20529. Why don't you ask Miss Daly to lower your rent?—I often did, but she would not give an abatement of a penny piece.

Patrick
Barrett.

PATRICK BARRETT, Claybane, County Galway, examined.

20530. Baron DOWSE.—How far from Galway do you live?—Two miles.

20531. Are you within the borough?—No, sir; I am just at the mearing.

20532. Who is your landlord?—The Alliance Company. Mr. Robert Smith Dickson was the agent.

20533. How many acres have you?—About 12

20534. What is your rent?—£7 a year.
 20535. How long has your rent remained at that sum?—About twenty years.
 20536. It has not been raised for twenty years?—No, sir.
 20537. It was formerly only £5 a year?—Yes; that was the rent when I got it first.
 20538. Was the rent raised since you got it?—Yes, £2 a year.
 20539. Did you object to it?—No, I agreed to it.
 20540. Do you know what the valuation is?—The valuation is £6 a year.
 20541. Your father was the first man that put a spade in it?—Yes.
 20542. He reclaimed it?—Yes.
 20543. He got it from Lord Oranmore?—Yes, sir.

20544. Did Lord Oranmore give it to him for any length of time for nothing?—He got it for four years free of rent to reclaim it, but after the four years he had to pay rent for it.
 20545. There has been no increase put on you for twenty years?—No.
 20546. Did he remit you half a year's rent last year?—He did.
 20547. Have you paid this year's rent yet?—No, sir. He called on us the other day for the rent, and we asked for a little reduction, but he would not give it to us, so we let him go home without paying it to him.
 20548. Do you think the rent is too high?—It is too high in the bad times.
 20549. Is that your complaint?—It is, sir.

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 Mr. Patrick Barrett.

MARGARET HUSSEY, Rahoon, Moycullen, examined.

Margaret Hussey.

20550. The CHAIRMAN.—What is your complaint?—We took land from Mr. John Brown of Moycullen.
 20551. Who took the land?—My husband and myself. He promised when we took the place that he would make a road for us, but afterwards he told us to get men ourselves and do it, as we would get the work done cheaper than he could do it, and that he would pay the amount. So we got men to make the road, and paid them for it, but afterwards when we asked him to make us an allowance for the expense of the road, he would not carry out his promise.
 20552. Were you to be allowed the cost of making the road against the rent?—Yes, sir; that was the promise he made us, but he would not do it afterwards. He would not take the rent because it was a fortnight after the time. "I won't take it," said he; "I will have you served with an ejectionment, and put out." "It is a hard case for you to put us out on account of a fortnight; here is your half-year's rent." But he would not take it. I said to him, "Will you make me the

allowance you promised for the road?" but he would not do it. I laid out £200 on that land, but as much as the value of one pinch of snuff he would not give me.
 20553. You laid out £200 on the land without any assistance by the landlord?—Yes, sir, without any help whatever.
 20554. How many acres had you?—40 acres.
 20555. What rent do you pay?—He charges us £6 an acre; while another tenant, a neighbour of ours, has land just as good at £4, 10s.
 20556. You say the rent is too high, and that he won't pay you the cost of the road?—Yes, sir; though he promised before a witness that he would make the road or refund us the cost.
 20557. You might process him for that?—I would not like to take proceedings against him.
 20558. Do you calculate that what you paid for making the road would pay the rent that you owe?—It would, and more. I had three men employed every day for two months on it.

PATRICK CAREY, Drum, Rahoon, examined.

Patrick Carey.

20559. The CHAIRMAN.—Under whom do you hold?—Under Mr. Francis Comyn of Woodstock.
 20560. How many acres do you hold?—5 acres of upland and 14 of mountain.
 20561. Do you hold both under Mr. Comyn?—Yes.
 20562. As a yearly tenant?—Yes.
 20563. How much rent do you pay?—He took the best of my land from me five years ago, and promised me a fair valuation, and he brought a valuator, a man named Hyves, who lived in Galway.
 20564. How much was the rent when you first occupied it?—It was £6, 6s. forty years ago. Afterwards he raised it—he noticed all the tenants that he would raise the rent.
 20565. You don't remember that?—No; but I am told such was the case.
 20566. How many acres did you hold before the portion you mention was taken from you?—The rent was £6, 6s. till about twenty-five years ago, when he raised it to £3. His son, young Mr. Comyn, afterwards came and took a portion of my holding from me.
 20567. How many years ago is that?—About fifteen years ago he gave me 3 acres 3 roods 7 perches in another part of the estate.
 20568. To make up for it?—Yes, sir.
 20569. Were you satisfied with that exchange?—I was at the time.
 20570. Did he take anything off the rent?—No; he increased the rent.
 20571. He took away some of your land, gave you another piece instead, and increased the rent?—Yes. He said he would leave it to a valuator to put a value

on it. He gave me a common sterile piece of mountain instead of the land he took from me.
 20572. Do you say it was not a fair exchange?—It was not, sir. He robbed me, and the people in the country know it.
 20573. Did you object to it?—I did, sir; and the answer he made me was, that if I claimed compensation many is the fine summer day he would bring me into the town of Galway. My rent is now £13, 9s., while my valuation is only £4.
 20574. Do you say the rent is too high?—It is doubly and trebly too high. Even last year, when he came from France demanding his rent, I asked him to let me give it up; that it was out of my power to pay the rent that he put upon me. He said he would get me taken prisoner if I spoke to him.
 20575. Did you pay the rent last year?—We had to pay it.
 20576. Baron Dowse.—What would he get you taken prisoner for?—For asking anything fair of him. He is a magistrate, and I was afraid of him. I made 300 perches of wall, and 150 perches of drain, and didn't get a penny for it. I demanded my compensation from him a second time.
 20577. What do you mean by your compensation—do you mean compensation to let you go out?—Yes, sir.
 20578. You said you would give up the land if you got compensation?—Yes. He said it would be many a fine summer's day he would bring me into Galway to the Court if I took proceedings against him. That was the answer he made to me when I asked compensation from him.

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DARBY CURRAN, Furbough, examined.

Darby Curran.

20579. Do you live on Colonel Daly's estate?—I do. I am a tenant of his.

20580. How much do you hold?—About 9 acres, for which I pay £9 a year.

20581. That is £1 an acre?—Yes; but half of the land is waste, so that I am paying at the rate of £2 an acre for the land that is under cultivation.

20582. Are you a tenant from year to year?—I am.

20583. Do you consider the rent too high?—I do; the land is too dear; and besides the rent, we are paying quit-rent and tithe-rent every year.

20584. You have to pay £9 a year?—Yes, we had to pay it. We thought last year that he would give us a reduction, but he would not. The land is too dear altogether. We heard that if we would pay the rent, he would give us a reduction, but he did not do so.

20585. What reduction did you hear he promised?—Four shillings in the pound if we paid the rent on a certain day, but they didn't pay it, and he didn't give them the reduction.

20586. Do you say the rent is too high?—It is entirely too high.

20587. You were not able to pay the rent at the time he fixed, and he would not give you the reduction?—No, sir. After paying for manure and expenses, I could not afford to pay such rent for bad land: it would not grow oats or barley.

20588. You have been paying the same rent from the year 1852?—Yes.

20589. How did you manage to pay it until four years ago?—I struggled to pay it till the bad seasons came; as soon as the crops failed, I was unable to pay it.

20590. If the seasons were good and the crops fair, would the rent be too high?—It would. The tenant who had it before me was broke by it, and for several years nobody would take it, till I took it at last.

20591. I suppose, high as the rent is, you would not like to give it up?—How could I give it up?—where would I go, or what would I do? I should go into the workhouse.

20592. You have no other place to go to, and must stay on?—I must. If he would give me the land at the fair value, I would be contented.

John Griffin.

JOHN GRIFFIN, Lettruck, Galway, examined.

20593. You hold under Mr. Algernon Persse?—I do.

20594. How many acres do you hold?—Seven acres.

20595. When first you took it, what was the rent?—It was only £3 fifteen years ago.

20596. What is the rent now?—£9, 10s. a year.

20597. Was the increase made all in one year?—No; it was raised to £6 one half-year, and the next half-year to £9, 10s.

20598. What is the valuation?—About £5, 10s.

20599. Have you been making any improvements?—I have, sir—draining, tilling, and clearing stones away.

20600. Has the landlord made you any allowance for the improvements?—No, sir—nothing at all.

20601. How far is it from Galway?—About two miles.

20602. Is it within the borough?—It is in the borough.

20603. Have you to pay the local rates—poor rate, water rate, and sewerage rate?—Yes, sir.

20604. Baron DOWSE.—What excuse did he give for raising the rent twice in the year?—I don't know. It was my father was tenant at that time.

20605. Did he give you any benefit in return for the increase?—He did not.

20606. The first half-year he raised it from £3 to £6?—Yes.

20607. And then in the following half-year he raised it to £9?—Yes, sir.

20608. Is it now too dear?—It is.

20609. Was it always too dear at that rent—even in the good seasons?—It was, sir—it always kept us in poverty.

20610. Was there a rise of rents generally at that time around Galway?—I don't know that. I suppose there were a great many rents raised, but I didn't know anything about them at that time.

John Flaherty.

JOHN FLAHERTY, Drum, County Galway, examined.

20611. The CHAIRMAN.—Is your holding near Galway?—It is three or four miles from the town.

20612. Under whom do you hold?—Under Mr. Francis Comyn.

20613. Is it mountain land?—It is mountainy land, and very bad land too.

20614. What rent do you pay?—£13 a year.

20615. How many acres?—I do not know exactly; on that kind of land rent is not computed by the acre, each holding is let in the lump.

20616. How long have you been in occupation?—About eighteen years.

20617. How did you get it—did you succeed to any one, or was it vacant?—It was, sir. We had another holding on the same estate at the time—a large holding—but it was very dear, and we removed from it to this place. We thought we would have a reduction of rent.

20618. Was there any promise of a reduction?—There was, sir; it was not great, but we didn't get it.

20619. Who made the promise?—The landlord himself.

20620. You were promised a reduction, but it was not given?—Yes, sir.

20621. Are you quite sure of that?—I am certain of it.

20622. What did the landlord say?—He denied that he had said anything of the sort, although there was plenty of evidence against him.

20623. Baron DOWSE.—Is the rent too high?—It is,

sir; and when we went to sow potatoes in it we had to pay additional rent.

20624. You had to pay additional for having sown potatoes?—Yes, sir; we sowed potatoes on a little plot, and when we did it he was told of it, and he said first that he would take out the potatoes, and afterwards he said we would have to pay fifteen shillings additional rent for the potato garden.

20625. Was that because it was let to you to be kept in grain?—He said it didn't belong to the holding at all, although I was paying for it and in possession, but that there was a grass farm alongside, and that this little corner was part of it.

20626. I understand you work for the landlord, and he sets your wages against the rent?—Yes, sir.

20627. What wages does he allow per day?—We were working for him at first at 10d. a day, and afterwards at 1s.; and when strangers were getting 15d., he would only give 1s. a day to his own tenants; and when a stranger would get 4s. for the use of his horse and cart, the tenant would only get 2s. 6d.

20628. What is the valuation of the holding for which you pay £13 rent?—£4 a year.

20629. Mr. KAVANAGH.—Can you tell what number of acres you have?—No. It is a tract of wild mountain.

20630. Is there twenty acres in it?—I think there ought to be.

MICHAEL O'SULLIVAN, Galway, examined.

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Michael
O'Sullivan.

20631. The CHAIRMAN.—You have a farm at Rahoon?—I have.

20632. Have you more than one farm?—I have several.

20633. What is your complaint?—That the rents are too high.

20634. Who are your landlords?—Mr. Aide is one; another gentleman has an agent, Mr. Kelly, that I pay the rents to.

20635. How much rent do you pay?—£40 a year for 9 acres and some perches. I have also to pay water rate, sewerage rate, and poor rate, at 4s. in the pound. The valuation is £17.

20636. Is your land within the borough of Galway?—It is.

20637. Do you say the rent is too high?—I do. Mr. Kelly, the agent, told Mr. Donnell, your assistant secretary, in my presence, that it was not worth half the money. I hold 30 acres from Mr. Dudley Persse, for which I pay him £150 a year; the valuation is £59, 15s., on which I pay 4s. 10d. in the pound poor rates, sewerage rate, and two cesses, besides maintenance rate and water rate. I have a lease of that land; and when I paid him his May rent, about two months ago, I said, "My lease will be up in 1881, and this is 1880. I will pay you your half-year's rent up to November 1880, if you will take the land off my hands."

20638. You wanted to give it up?—I wanted to give it up by paying him a half-year's rent. I even said to him, "I will give you £20 along with the rent to take it off my hands," but he would not take it from me.

20639. Baron DOWSE.—Why did you take it at that rent?—I wanted the farm at the time.

20640. Where is this farm?—Something better than a mile from Galway. I gave up two farms this year that were too dear on me: one at £140 a year, to Mr. George Burke of Danesfield, and the other to Mrs. Browne, who resides in Dublin.

20641. You gave up those farms because they were too dear?—Yes. I have another farm within a small distance of Galway, for which I am paying £38, 6s. 2d.; the valuation is £17—the rent at first was £32. I managed very well with that rent, but it was raised £6 a year in one slap on me.

20642. When was that?—Five or six years ago

20643. Whom do you hold it from?—Mr. Stanners is the landlord, Patrick Dooley is the agent.

20644. Did you offer to give that up?—I did not; but I grumbled at the rent, but the landlord gave me no reduction. I have other farms, but they are worth the money I am paying for them, and were it not for those farms I could not carry on. I have to keep a good deal of land, as I deal largely in cattle, and have to keep them three weeks or a month preparing for the fairs.

20645. But why keep them if they are not worth the rent?—That is why I keep them: I have to keep a good deal of land from the nature of my business, that is why I have kept them so long.

20646. Do you keep a large number of stock?—In the winter time I keep about 250 of cattle, not to talk of sheep and horses.

20647. Do you fatten them?—Some of them I do in a middling way. More of them I sell as stores.

THOMAS O'FLYN, Clifden Lodge, Upper Dangan, examined.

Thomas
O'Flynn.

20648. Baron DOWSE.—Who is your landlord?—Mullins and Kyne.

20649. Is your holding within the borough of Galway?—It is within the parliamentary, but outside the municipal boundary.

20650. What is the rent?—£50 a year—the valuation is £27.

20651. What is the acreage?—17 acres.

20652. Is there any portion of it rock?—About 3½ acres are greet. If it was limestone it would be better.

20653. Were you in business in Galway?—I have been in business for forty years. If it were not for that I could not have supported myself, my rent is so high.

20654. Did you ever ask to have your rent lowered?—I spoke to Mr. Kyne in his lifetime about a reduction, but he stated to me that he could get the rent for the land, independent of the house; yet at one time he did consent to give me an abatement of £15. I had laid out considerably more than £15 on the place.

20655. Was this property in Chancery?—It is now in Chancery; it was not in Chancery at that time.

20656. What put it into Chancery?—I suppose some misunderstanding between the family.

20657. You are a tenant from year to year?—Yes.

20658. Why do you keep it if it is so dear?—The reason I keep it is this, I have no other place to go to. I am living on it, and have six children who were born on the place.

20659. How long are you living on it?—24 years.

20660. Was the rent ever raised during that time?—No.

20661. Have you made improvements on it?—A great deal.

20662. Has the landlord done anything towards improvements?—Not a particle.

20663. What do you think would be a fair rent?—I expect of course, if things go on as they are expected, that I will get it at the valuation.

20664. If what things go on as expected?—I don't know. I believe there is something in contemplation—some arrangement going to be made by Parliament.

20665. Some legislation for the purpose of giving a man his land at a fair rent?—Yes.

20666. Not necessarily at the valuation?—No, sir.

20667. Do you think £27 a year would be enough for it?—I think it ought; there is a portion of it rock, and it is very light land.

Colonel THOMAS SEYMOUR, Ballymore Castle, near Ballinasloe, examined.

Colonel
Thomas
Seymour.

20668. The CHAIRMAN.—We have been informed that you wish to give us some evidence with regard to your relations with your tenantry?—Yes.

20669. Is it with reference to the payment of rents?—Yes. With them it is more from a conspiracy than poverty.

20670. How many acres are there in your property?—3257a. 1r. 35p. English measure.

20671. Are your rents paid now?—No, not for the last two years. I was never sixpence short of my rent before.

20672. Did you consider them good tenants at that time?—Yes. There could not be better in Ireland, two years ago, than the tenants whom I now have to complain of.

20673. Your complaint has reference to the last two years?—Yes. Up to May 1878 I was paid up to the shilling. In November 1878, the first symptom made its appearance. I was in the habit of taking their bills for the amount of their rents, which were always met quite regularly—in fact, my banker told me that when the bills arrived at maturity, some of

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them were in the habit of remitting him the money by post with a stamped envelope for him to return them their bills; when all of a sudden after the November rent of 1878 they changed. The bills they passed in January for the November rent—payable on the 10th and 11th May 1879, they all passed except one man—he did not attend. He wrote to me in a day or two afterwards, to this effect: "Sir, I was sorry I could not meet you at the same time as the rest of the tenants. I enclose you now my bill, and thanking you for giving me the time, I am yours truly." I was quite astonished to find that at a meeting held a few months afterwards, the very man who wrote that letter was a proposer or seconder of a resolution denouncing the "enormous, outrageous, exorbitant rents the tenants had to pay."

20674. Have those rents been going on at the same rate these many years?—Yes, they have been unchanged these last twenty-three years. I purchased this estate I am speaking of—it is a small one near Tuam, one of the places that are, I may say, in rebellion—in the Incumbered Estate Court in 1852. About three or four years afterwards I was going to sell it, being offered more than double what I paid for it, when a deputation from the tenants called on me begging me not to sell it. I said, "How can you expect me not to sell it, when I can make so large a sum by doing so?" They said that if I would consent to retain the estate, they would raise their rents. I did so, and the rents were raised with their perfect consent; and from that time till 10th May 1879, they never, with the exception of one man, were a penny in arrear.

20675. Have you had any evictions?—One man, about twenty years ago, I evicted, and there was no tenant put in his place; the others kept the land. That was all I ever did. They never asked me for an abatement—never hinted at it till May 1878, when a tenant died, and a man came to take the land. I set it to him at an advance, for the former tenant had it at half the value. She had it at £25 a year, and I set it to him upon an agreement to take a lease of it at £32 a year for thirty-one years. That land is, I believe, some of the best in the barony of Dunmore. While the bills were passing, this man paid in cash his half-year's rent; he and two more paid the rent in cash instead of passing a bill. They never made the slightest objection to the amount of the rent. The first intimation I had of any objection was a round robin which I got after Mr. Parnell's meetings in the County Mayo, stating that they were all paupers, and among the rest the very men who paid their rent in cash instead of by bill. "We are all paupers," so the round robin represented; "and unless you give us an abatement of 25 per cent. we will not pay, but will give you every possible opposition." I would not accept of that; still they were such good tenants that I waited, and after a time some of them paid me. The moment the others heard that, a number of them came into the market of Milltown where one of these men had brought a load of corn to sell, and because he had paid me his rent, they made him put back his corn on the cart and take it away. They would not allow him to sell it.

20676. Is that sort of thing going on now?—It is.

20677. Except in those few cases, was any rent paid to you last year?—On my Milltown property, not a farthing. One tenant paid me privately, but it was with fear and trembling. So much was he afraid, that it was through a cheque of another person he paid me the rent.

20678. Have you tried to collect your rents this year?—I dare not do it. I served them all with ejectments, and after they were served I had a letter from the priest stating what a horrid thing it was to do to my tenants; that to his own knowledge four-fifths of them were paupers, and were on the relief list; that but for him and the money they were getting, they would be in a state of starvation. Now I had but 25 tenants, some of them who were paying £30 a year rent, only two of them were under £10, all the rest were from £10 to £32 a year, so that it is a strange thing if four-fifths of them were in such a miserable state as he represented.

20679. Had they money, in your opinion?—They had plenty of it. At the last fair of Ballinasloe, my son was in the Bank, and one of those tenants walked in to change English notes that he had got for Irish.

20680. Why don't you distrain them?—I never distrained a tenant yet. If I did, I don't think, as things are at present, I could get any one to buy what was seized.

20681. Did you try?—I never did. I got processes issued, but the process server swore he could not serve them.

20682. Do you believe that what the priest said was untrue?—I do.

20683. And that they had stock and means to pay their rent if they pleased?—I am certain of it.

20684. As long as the law of distress is in force, couldn't you have distrained them?—I could, but I never distrained a man in my life. That they have plenty of money there is no doubt; and what is extraordinary, it appears that, with all that, they were receiving the charity money.

20685. From the Duchess of Marlborough's fund?—Every fund they could get it from.

20686. Although they had plenty of means?—Although they had plenty of money.

20687. Was there any *bona fide* distress in your neighbourhood?—I don't think so.

20688. Baron DOWSE.—Was not last year a very bad season?—It was no doubt a bad year, and I offered to allow them 25 per cent. on the year's rent. All refused but two. I did not offer to continue it for two years.

20689. The CHAIRMAN.—You have never had any evictions?—Only the one I told you of, and one in the King's County about twenty-five years ago. I am 87 years of age; my father died sixty years ago, and I never distrained a tenant or evicted any one except that one person. And what is more extraordinary, I have property in the King's County and in the County Galway, and up to May 1878 I may say, except the rent of a few cabins, there was not a sixpence of arrears due to me.

Mr. George J.
Robinson.

Mr. GEORGE J. ROBINSON, Rounstown, County Galway, and Thomastown, in the County Mayo, examined.

20690. The CHAIRMAN.—Are you a proprietor of land?—I am. I have a small property near Thomastown, and I am agent over another estate.

20691. For whom are you agent?—I am agent for several persons; in all the property contains about 230,000 acres.

20692. What are the principal agencies you have?—Mr. Berridge's, formerly the Law Life Assurance Society's estate, Mrs. Blake, and others.

20693. Is there on any of those estates anything corresponding to the Ulster Custom?—There is on the property of Mrs. Blake of Renvyle.

20694. Is it allowed there?—It is, and has been in existence twenty-two years.

20695. Is it subject to any restriction as to selection of tenant or price?—No, as far as I have learned. I have been only recently appointed her agent, I may say within the last ten years. The way I understand they disposed of their holdings was by selling the good-will for a bulk sum, say £5 or £10. I knew of one instance where a man gave £40.

20696. What was the rent of that holding?—I think the rent was £5. There was a new house upon it.

20697. What is the condition of the tenantry on that property?—They are poor. It is divided too much. There are a lot of small tenants.

20698. Are there any large farms?—Some.

20699. Are the small tenants on that estate better or worse than the small tenants upon other properties?—I don't know. They used to make a good deal of money by kelp, but that trade has deteriorated considerably.

20700. What part of the coast is it on?—It is about four miles west of Letterfract, and runs to a place called Curragh.

20701. On the other estates for which you are agent is tenant-right allowed?—No.

20702. If a tenant is leaving he gets compensation under the Land Act?—Certainly, if he is evicted.

20703. He gets compensation for disturbance if evicted, and also for improvements if he has made any?—Yes; but I have never had such a thing as a land claim in Court.

20704. Before the passing of the Land Act, were you accustomed to give tenants an allowance on leaving?—No, except in a few instances, as the outlay was made by the landlord in most cases.

20705. On most of the farms has the outlay for improvements been made by the landlord?—Certainly. On the Law Life estate I paid from the year 1855 to 1870 about £40,000 in labour—in drainage, road-making, buildings, and fences.

20706. Was that while it was the property of the Law Life Company?—Yes.

20707. When did Mr. Berridge become proprietor?—Shortly after that.

20708. Baron Dowse.—What is the rental of that property?—The rental, including the fisheries, would be close on £13,000 or £14,000 a year if it were paid.

20709. The CHAIRMAN.—Is he getting it now?—Not a shilling from the small tenants.

20710. Did he get it last year?—No.

20711. Was that from inability to pay?—No, not from inability. I have myself expended within the last three months over £4000 in making roads on that estate, yet the tenants would not pay me one shilling. I am making twenty miles of road through the estate for him.

20712. For the purpose of giving employment?—Yes, employment to the tenantry.

20713. Baron Dowse.—Why don't they pay the rent?—It is all owing to the agitation, no question about it.

20714. The CHAIRMAN.—Is that also the case upon the other properties with which you are connected?—On every property I am connected with—Galway, Mayo, Sligo, Leitrim, and Roscommon.

20715. Did the refusal to pay commence in 1878?—It did.

20716. Baron Dowse.—Was the agitation on foot then?—It was very largely on foot—houghing of cattle, drowning of sheep and drowning of cattle too.

20717. The CHAIRMAN.—Have you had any ejections for non-payment of rent?—Not for the last year. I had some the year before—four, I think, I put in execution, but the moment after the decrees were executed the people went back again and are there still.

20718. Baron Dowse.—Are you not able by process of law to recover the rents?—Do you mean by civil bill process.

20719. Yes?—Certainly not; they are perfectly valueless.

20720. Can you recover them by distress?—No. I would like to see any one trying it. It would take an army to distrain them.

20721. Is the whole country in a lawless state?—Yes, in a perfectly lawless state. I will give you an example. Take Connemara. I am agent over a small property there belonging to a gentleman of the name of Charles Hallam, who lives in England. The tenants refused altogether to pay their rents. I issued ejection processes against them, and there were fifty policemen, two bailiffs, and a stipendiary magistrate sent with the process server to serve them.

20722. The CHAIRMAN.—Was that in 1879?—No, in the early part of this year. They were met by the

tenantry not alone of that small property—it is only some £200 or £300 a year—but by the whole side of the country, to resist the police. They commenced pelting the party with stones, and at length the stipendiary was near getting a severe blow on his head. He said, "This will not do"—he was a young man. It was the first time he had ever acted on such an occasion, and he began to read the Riot Act, and told the police to disperse the people at once, so they charged and dispersed them; but so great was the tumult, that out of ten or twelve processes they were only able to serve four.

20723. Baron Dowse.—Did you go on with these four cases?—I did; but the proceedings proved abortive, as Mr. Hallam, who had for some time been managing the property himself, had omitted to get the agreements stamped, and we could not produce them in Court.

20724. That evidence applies to Connemara?—Yes.

20725. Is Mr. Berridge's property there too?—It is.

20726. Are you able to collect the rents on it?—I have not got a shilling except from the large tenants. The rents of the oyster banks and salmon fisheries are regularly paid.

20727. I suppose the large tenants pay well, as a rule?—Yes; and yet the large tenants were the class upon whom the season pressed most heavily, and they got no abatement.

20728. How do you intend to manage the small tenants who won't pay?—If I got leave to act, I would make examples of some of them.

20729. Some of them?—Yes; those of them who have means to pay and won't pay.

20730. How would you make examples of them? Would you turn them out?—Yes; the only question is how could we keep them out, and prevent them taking possession again. I think the police authorities are disposed to give every assistance, and they have, in fact, given every assistance they can; but when their backs are turned, the tenants go back into possession again. Last week over 100 were engaged assisting the county cess collectors to recover the cess.

20731. We were told the other day that county cess and other taxes were paid with the greatest willingness, and that it was only the landlords they refused to pay? Is that so?—Not at all. I may as well explain: the estate of the Law Life Assurance Society, when I assumed the management in 1855, was in a most disorganized state; the claims against tenants and landlords for county cess and poor rate were alarming. Under these circumstances, the Board of the Law Life Association said the wisest plan was for themselves to pay the taxes and to include them in the rent put upon the tenants, of course giving the tenants time for payment according to the circumstances of each case. So the matter has stood ever since, except where there were leases, or tenancies created since the passing of the Land Act. I used to pay by cheque £700 a year for county cess, and about £2000 for poor rate. But when the tenants refused to pay their rents, I said, "My good fellows, I will not pay the poor rate or county cess for you till you pay me the rent."

20732. As they would not pay the rent, you let the county collect the cess from them?—Certainly.

20733. Were the county officers opposed in the collection of the cess?—They were.

20734. Last year was a bad season for farmers?—No doubt it was.

20735. Did you make any abatement of rent?—Yes. I offered them an abatement of 4s. in the pound, and every one that paid his rent got that abatement, excepting tenants over £50.

20736. If the gentlemen for whom you collect rents would give you full authority, do you think you could make the tenants pay?—I don't know; I am afraid it is too late, and that the tide has turned too strong.

20737. Things have been allowed to go too far?—A great deal too far. I have lived in this part of Ireland for a very long time, and I must say I never

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met with a more amenable set of people, until this agitation was got up. They paid their rents most punctually.

20738. What has changed them?—The Land League agitation.

20739. Do you think the distress of the past two years had anything to do with it?—I think they have been talked a great deal into the distress by receiving the relief from the Duchess of Marlborough and other charitable funds—the Mansion House fund, the Canadian fund, and other funds—until they really thought they had a right to demand it. I think it demoralized them.

20740. Did they require it?—In many cases they did, but there were many cases in which it was disgraceful for them to take it. Persons who did not want it, were taking from the poor man's mouth the bread that charity intended for his relief. If I had had the control of the relief, I never would have given it indiscriminately. I would have given it in labour.

20741. You think it demoralized them?—I am sure it did.

20742. That, however, was not entirely the cause of their refusal to pay rents?—No; that was chiefly due to the agitation.

20743. Is there any remedy?—I think if an example was made of half a dozen of them, you would accomplish something; show them that you are in earnest.

20744. When the police go out to protect the process servers or bailiffs, and a number of people collect and throw stones, why don't they identify some of the persons and prosecute them?—In many cases they cannot identify them. A very great mistake is made by the constabulary authorities, in constantly changing their men from one place to another. They should let them remain in a place, so that they may know the people, and become acquainted with their characters, and be able to identify them.

20745. It occurs to me that in cases where the police and bailiffs are attacked in that way, some of the ringleaders of the party who attack them should be prosecuted?—So they were; they were arrested, but the Crown were afraid to go on with the prosecution.

20746. What were they afraid of?—They were afraid they would not get a jury to convict.

20747. Why not proceed by summary jurisdiction before the magistrates?—Yes; that was done in some cases, and succeeded.

20748. What do you think of the scheme of a peasant proprietary?—It would depend upon the class of persons you made proprietors.

20748A. If you had a thrifty industrious class of tenants, would it answer?—Yes; but you can never make a successful proprietor of a man living upon five or ten acres of bog. It would never do. But no doubt there is a large class of men who are quite capable, and would be an acquisition to the country as proprietors. At the same time, I would be slow to recommend a forced sale on landlords.

20749. Do you think it would be a remedy for the misfortunes of the country to make all the tenants peasant proprietors?—I do not. I think in ten years' time you would have a great many of them sold out.

20750. A gentleman who was examined said that if the State assisted in the creation of a peasant proprietary, they would have no difficulty in getting the money paid by the tenants—that they would be willing to pay the annuities to the Government, although they refuse to pay rent to the landlords—do you agree in that?—I

doubt it very much. I fear it would take all the English army to make them pay in some parts of the country. I wish to make myself clear—I speak of the smaller class of tenants, such as those I have to deal with in Connemara. You will meet another class of peasantry in Mayo, Roscommon, and Sligo—farmers paying rents of £50, £60, or £70 a year—men as respectable in their way as ourselves, and fully as proud of their position.

20751. Do you think those men would form a good material for a peasant proprietary?—Those men would, but not the small occupiers such as are in Connemara.

20752. You think those would not answer as proprietors?—No; some of them would be like vermin on the face of the land. But there are numbers of tenants even in Connemara who would make good peasant proprietors—first-rate men. In part of the Barony of Ross, for instance, you would get a class of men that would be a credit to the country as proprietors.

20753. We have been told that a great number of the small occupiers could not live, even if they got the land for nothing?—That is Professor Baldwin's idea.

20754. Is it yours?—It is not. Most of these people pay their rent by rearing a pig, a cow, or a pony, and selling it, and pay their rent (when they do pay it) with the proceeds. They could live just as well as tenants, if not better, than as proprietors.

20755. Have they lived comfortably?—Well, I cannot call it comfortably; but as comfortably as that class of the people usually do.

20756. Mr. KAVANAGH.—Have there been many evictions on Mr. Berridge's estate?—When I first became agent of the property of the Law Life, it was almost a common—a great part of it was held in what is called rundale. I was for three years endeavouring to change that system. We had thousands of acres unoccupied, but still grazed, in defiance of everything I could do. They all said it was a common, and even my very bailiffs were at the head and tail of the system. I got the holdings squared, and served ejectments with the object of placing each occupier upon his own holding, and abolishing this rundale system. I went over the estate with a surveyor and an assistant, in order to form a correct opinion as to the relative values of the holdings. We did it to the best of our judgment, and having divided the land—of course varying the boundaries where it was necessary to do so, in order to do justice between the tenants—I made them cast lots. The consequence was, in order to carry that plan out, I had to serve a good many ejectments, and Sir W. Gregory got a return presented to the House of Commons, and made it the foundation of an attack on the Law Life Society. But nearly every one of those tenants were restored to possession again. It was only in a few extreme and exceptional cases that they were not.

20757. The reason I asked the question was, that a witness mentioned that there were a great number of evictions on that estate, and I wished to have an explanation, if it could be given?—That is the explanation. Another thing I wish to observe is, I have always looked on it as a maxim, especially with poor and small tenants, never to let them get in debt. If you let him do so, he soon becomes broken-hearted. Before this agitation began, those tenants were always most willing to pay; often they almost burst the walls of the office on rent day to get in and pay their rents—fighting to be the first to do so.

20758. Baron DOWSE.—Those were in the good old times, before the Land League agitation?—Yes; and the people would be good still if they were let alone.

Patrick Noon.

PATRICK NOON, Mounteigh, County Galway, and several others, examined.

20759. The CHAIRMAN.—You are a tenant to Lord Claremorris?—I am.

20760. Do you hold as partners?—No, sir; we do not. There is 18 acres of land divided among forty tenants.

20761. Forty tenants holding 18 acres?—Yes, sir.

20762. Do they live in forty houses?—They do, sir: in the village of Mounteigh.

20763. What is the rent?—£3, 18s. 6d., we pay.

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20764. Each tenant?—Yes, sir; for the house and bit or land. Some of them pay more, some less.

20765. Is it equally divided among you?—It is not, sir. All I have is half an acre of upland and bog.

20766. Do you complain of the rent?—Yes, sir; it more than the valuation, and there was 40 acres of land taken from us and given to another farmer.

20767. You don't hold by lease?—No, sir.

20768. Mr. KAVANAGH.—How long is it since the land was taken from you?—It is thirty years ago.

20769. Baron DOWSE.—What town are you near?—Claregalway.

20770. Is that near Lough Corrib?—Yes, sir.

20771. The CHAIRMAN.—What do you grow on your land?—Potatoes, sir.

20772. Do you ever go to England to labour in the harvest?—No, sir.

20773. You grow some potatoes on your land, and I suppose make what you can by labour in addition?—Yes, sir; and we cut turf and bring it to Galway and sell it.

20774. Do you get the turf for nothing—are you allowed to cut as much as you like?—No, sir. I brought a load of turf here to-day and all I got for it was four shillings. That was bad wages for a man and horse.

20775. Have you to pay for the turf?—I do pay for it.

20776. I suppose your rent includes as much turf as you like to cut?—The bog is divided among the whole parish.

20777. Who is the agent of the property?—Mr. W. Bourke of Cong.

20778. Baron DOWSE.—What do you want Lord Clanmorris to do?—We want him to give us a little bit of land.

10779. Has he it to give?—He has not unless he took it from another.

20780. Do you mean to say that 40 tenants, numbering 200 in their families, live on 18 acres of land?—They could not live on it half a year, only they have the bog in with it.

20781. Is that all they have to live on?—That is all, sir.

20782. How do they live?—Earning wages, going about the country from one town to another. They could not live on it only for that; and unless something is done they will have to leave the place.

20783. Why?—Because for the last three years the land was flooded, and the crop was drowned with water.

20784. Have any of them left the place?—Some of them that were able to go are gone to America, but the most of them are not able to go.

PETER CODYRA, Rahoon, County Galway, examined.

Peter Codyra.

20785. Baron DOWSE.—Are you a tenant of Miss Daly?—Yes, sir.

20786. What was your rent originally?—£3 a year.

20787. What is it now?—£8.

20788. How long has that rent been on you?—Ten years ago it was increased.

20789. How many acres have you?—Three acres; the valuation is £3. I drained and improved it. It was rough wild mountain when I got it first.

20790. Do you consider the rent high?—It is too high. It would be dear enough for £4.

20791. This land, I believe, belonged to Father Peter Daly?—Yes, sir.

20792. What distance is it from Galway?—A mile and a quarter. I have to pay the Galway rates.

20793. What are the rates you have to pay?—I pay 3s. 10d. poor rate, 1s. 9d. sewer rate, and 3d. water rate in the pound on my valuation.

20794. Have you another holding?—I have, under Mr. Owen Kearns, two miles from the town.

20795. How many acres?—Two acres. My father built a house on it some time ago.

20796. How far is it from your other holding?—A quarter of a mile. We had a lease of it at £2, 5s., but the lease expired last Michaelmas twelve months, and it has been raised to £4.

20797. Is that too high?—Of course it is too high.

20798. Why do you keep it?—I had to keep it, for I could get no other place to live in unless I came in to Galway to live.

MICHAEL HEFFERNAN, near Galway, examined.

Michael Heffernan.

20799. Mr. KAVANAGH.—Who is your landlord?—Mr. Mullins.

20800. What rent do you pay?—£27, 10s.

20801. For how many acres?—I do not know how many acres are in it; it is a bulk rent.

20802. Have you 20 acres in it?—No.

20803. Do you complain that your rent is too high?—I do.

20804. Was it raised?—It was.

20805. When was it raised?—I think it is 15 or 16 years since it was raised. Mullins and Kyne bought the property, and raised the rent when they bought it.

20806. Have you been living there all your life?—I am, and so was my father before me.

20807. Did you improve it?—Myself and my brother reclaimed 5 acres of it, drained it, and removed stones and bushes.

20808. Did you get any assistance from the landlords?—Not a penny.

20809. What was your former rent?—£21 a year.

20810. Was it raised to £27, 10s.?—It was, sir—that is, £6, 10s. more. That is what I complain of.

MARTIN TOOLE, Obans Well, County Galway, examined.

Martin Toole.

20811. How far from Galway is your holding?—Four miles.

20812. Is that on the Comyns' property?—Yes, sir.

20813. What is your rent?—£6, 10s. a year.

20814. What is your valuation?—£3, 10s.

20815. How many acres have you?—Five or six acres, but it is not worth threepence an acre.

20816. Has the rent been raised since you got it?—No, sir.

20817. What in your opinion would be a fair rent?—I think it would be dear at £3.

20818. Griffith's valuation is £3, 10s.?—It is.

20819. You think it is not more than that?—I do not.

20820. Did you ever ask your landlord to reduce it?—I did not. I had to build a house and stable since I got it, and drain it and make fences all round it.

20821. Did he give you anything towards that?—He did not. When I had it done, he wanted me to

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—
Martin Toole.

work for him for ninepence a day. I told him I would not, and he sent me a notice to quit.

20822. Did he proceed with the notice to quit and serve an ejectment on you?—He did not.

20823. Your complaint is that the rent is too high?—It is.

20824. If you wanted to part with it, would there be people ready to give you something for it?—I do not know.

20825. You don't want to leave it?—I do not if I could live on it; but it is hard to live on it, the land is so dear.

20826. Where would you go if you left it?—I would not know where; I have no place to go to unless to America.

20827. Do you earn money by labouring for other people?—I do not, sir. I have no one but myself.

Edward Toole.

EDWARD TOOLE, examined.

20828. Who is your landlord?—Mr. Martin of Killina Castle.

20829. What is your rent?—£13 a year; it used to be only £9.

20830. How long ago was it raised?—Six years ago.

20831. What is the valuation?—£9 or £9, 10s., I am not sure which.

20832. Is the rent too high?—It is.

20833. Did he give you a reduction last year?—No. I asked for a reduction, and I did not get a farthing. I paid him a half-year's rent on the 1st of January. He required me yesterday again, and the rest of the tenants, to pay him another half-year's rent. A good many of them paid, but I did not; I was not able.

20834. Was your crop a bad one last year?—As God is my judge, I did not sell sixpence worth last year. I had a little profit on oats this year.

20835. Did you improve your holding?—I built a house, a barn, and stable.

20836. Anything that was done you did yourself?—Yes, sir; we never got a farthing of help from the landlord. We wanted him to help us to repair the house before it would fall on the top of us; but no, he would do nothing for us. The people may drown themselves or go to America for all that the landlords care; they have no more thought for us than if we were dogs.

[Adjourned.]

Oct. 25, 1880.

TWENTY-SEVENTH DAY—MONDAY, 25TH OCTOBER, 1880.

The Commissioners met to-day at 11 o'clock, in the Railway Hotel, Galway—Present:—The Earl of BESSBOROUGH, Baron DOWSE, and the O'CONOR DON.

Joseph Hardy.

JOSEPH HARDY of Dartfield, Loughrea, County Galway, examined.

20837. The CHAIRMAN.—Are you a landowner?—Not a landlord.

20838. An agent?—No.

20839. A landholder?—A landholder.

20840. What land do you hold?—A large extent.

20841. About what?—Some thousands of acres—nearly 6000.

20842. In various places?—In various places all through this county, and one large part of it—at least 400 Irish acres—in the King's County.

20843. Is there anything in your holding that you had any experience of the Land Act or of the land laws generally?—Nothing except as to the ordinary land laws of the country. I have not come into collision with my landlords under the Land Act.

20844. There is nothing special of your own that you have to bring before us?—No special grievance.

20845. I believe you have given a good deal of attention to the subject as regards others?—I have.

20846. Have you any views as to the extension of the Ulster Custom to other parts of Ireland?—To all Ireland.

20847. You are of opinion that it would be desirable?—Unquestionably.

20848. Have you much knowledge of the north of Ireland?—I have read a good deal about it.

20849. What is the point in the Ulster Tenant Right that you think would be so especially desirable to extend it?—Securing to the tenant beyond all possibility of doubt the value of any improvements effected by his capital or labour.

20850. We have had some evidence in the north that it is not so perfectly secure, because they say that so long as they have the power of raising the rent on the tenants, their tenant right and their interest in the thing is eaten away?—As I understand tenant right, it is not defined thoroughly in any part

of the north. I don't believe in it as it exists there. But my idea would be that the Legislature should define it properly, and then extend it to all Ireland.

20851. Have you much experience as to the small holders?—I have largely; I was born in this county, and reared amongst them till this day.

20852. Do you think that there is a feeling that if they improved they would suffer in the amount of rent?—No doubt.

20853. Do you think that that is so—that they would suffer?—In some cases there have been; but, generally speaking, I don't think you could fix it that there have been harsh measures generally.

20854. You think that a few instances would cause a feeling of alarm amongst the tenants?—I am sorry to say that there have been very little improvements effected by those men. That is one of the grounds that they always give—the want of security. "If I improve this field or that house, or make any improvements, my rent will be raised." That is what they say.

20855. What view would you take as to the question of rents—would you give the power to a landlord to raise rents at his own discretion, or by agreement with the tenant, or by arbitration?—By agreement. It would, I think, be a dangerous attempt to move in the direction of such a thing as arbitration. Unless it be to a Government valuation, it should be left to no other party.

20856. You think it should be a perfectly independent party?—Perfectly independent.

20857. That if the two parties cannot agree, they should have power to call for an independent arbitration?—For an independent arbitration.

20858. Then, as to the question of the sale of holdings by tenants, the sale of their improvements and good-will, what would you be in favour of?—Unquestionably, if a tenant has improved and has

increased the value of his holding beyond what he took it at, even if he took a lease of it, he should have a right of free sale of all the interest that he had in his land.

20859. Would you give the landlord any power of selecting the tenant to come in the place of the tenant vacating the farm?—Unquestionably.

20860. You think the tenant ought to have the right of sale?—Clearly. On the other hand, I think it would be a great injustice if a tenant were to be forced upon a landlord because he chose to give a certain sum of money, unless the landlord raised a sort of factious opposition, if a man was a good solvent tenant, and a man of character, and all that sort of thing.

20861. Do you think that the difficulty as to rents and the complaints of tenants has arisen from landlords being in the habit of estimating the value of their farms by the amount of rent they can get for them?—In great measure.

20862. By people bidding higher for the lands?—Yes.

20863. That there are men who want to get farms, and they will give almost any sum of money to get possession of them?—To get possession of them.

20864. Perfectly regardless of whether it was value for it or not?—Yes.

20865. Do you think there have been a great number of evictions for the sake of getting higher rents?—I don't think there has been any solitary instance of it. I have not heard of an eviction for twenty-five years, save and except for non-payment of rent.

20866. What do you think is the cause of the present determination not to pay rent?—I think it has been got up by this agitation. It is very easy to arouse the minds of an excitable people. I think if there had been no agitation there would not have been any opposition to the payment of rents.

20867. It would be a fair thing to get an abatement?—It would.

20868. The landlords here did make abatements?—Almost every place.

20869. Do you know anything of the state of affairs around within two or three miles of Galway?—No. My lands principally lie in the east side of the county, very near the Shannon, on the centre of the county.

20870. Are the tenants, particularly the small tenants, in your part of the country in a very bad way?—They appear to be quite excited.

20871. I did not mean politically, but their circumstances?—Not by any means. I think their circumstances were last year a great deal worse than they are now, but this year their harvest has been a good deal better, and I think there would have been very little difficulty in tenants paying their rents but for this agitation.

20872. Do you think that, up to two or three years ago, the tenants were able to pay their rents and live tolerably comfortably?—Up to three years ago; there have been three years in succession in which the rents have not been made.

20873. I suppose the good seasons up to that led them into an improved way of living?—What I would call an extravagant way of living.

20874. And they found it difficult to go back again to the old mode of living—it would perhaps not be desirable that they should altogether?—Yes. When stock was dear, in place of cultivating, as their forefathers did, a considerable portion of their farms, they laid it all out in grass, became graziers in a small way, and neglected the cultivation of their farms. They were obliged to go to the shopkeepers and buy everything, and the profits from grazing a small portion of land were not sufficient; and I used to say to these men, "If you had that field in potatoes or oats, you would be able to raise more stock."

20875. By a mixed system?—A mixed system.

20876. Was that caused by dislike to paying for labour?—In some cases; but in many cases they were able to labour themselves and their families. A great

deal of it was downright laziness, and a wish to be stockmasters in a small way, and to go from fair to fair. That applies to the men having from 30 to 40 acres. Many of them had little sheep plots in their grounds that were not an acre in extent, and they kept half-a-dozen sheep on it. That would apply more to the County Galway than to Tipperary or the King's County.

20877. Do you think they have done a mischief to themselves by going in too much for artificial manures?—I do, clearly.

20878. They raised crops by exhausting their lands?—In a great measure. My belief is that if you grow potatoes or oats with these artificial manures you exhaust the land.

20879. Would that apply to the growing of turnips, if those turnips were consumed by the sheep on the lands?—No.

20880. But it is only the larger men that do that?—It is only the larger men that do that.

20881. Baron DOWSE.—How many acres do you farm yourself?—Nearly 6000 acres.

20882. None of it let to any person?—No.

20883. How much do you farm in this county?—All but 400.

20884. The 400 is in the King's County?—Yes.

20885. None in Tipperary?—No.

20886. Is all that arable land?—The greater part of it.

20887. Is there any of it mountain land?—What we call mountain land I used as winter land. I have not had any of it in my possession for the last year and a half.

20888. You have leases?—In many places, but in the majority I have none.

20889. Who are your landlords?—Lord Dunsandle, Lord Clonbrock, Mr. Pollok, Mr. Gowing, and Mr. O'Farrell. The property where I live is the property of Mr. Gowing of London—800 acres—Mr. Longworth.

20890. You must employ a large number of labourers at certain times of the year?—Yes.

20891. Are these employed the whole year round?—They are.

20892. What wages?—About 8s. a week.

20893. Do you give them any place to live in?—Very few.

20894. Where do the rest live?—In the places round about.

20895. They pay a rent for these themselves?—I think not.

20896. Have you cottages you give rent free?—I have.

20897. And they have 8s. a week in addition?—They have, and potato land and fuel.

20898. Are they pretty well off?—They are fairly.

20899. Do you feel any difficulty in getting labour?—Except at certain times of the year.

20900. As a rule you find it easy enough to get labour there?—Last year was very severe on them.

20901. Are they discontented in any way?—Not that I can see.

20902. I have heard it said that their interests and those of the farmers are not identical, and that they are getting up an agitation on their own account—is there anything of that kind in your neighbourhood?—Not that I am aware of.

20903. Is your rent considerably above the valuation?—A third, some of it; others a fourth and a half.

20904. Is it in any case equal to or below it?—I cannot charge my memory that it is below it. I am sure it is not.

20905. You say you approve of the tenant right of the north?—Yes.

20906. But that it would require improvement?—Clearly.

20907. Suppose the lands were let at a fair rent, the tenant to retain possession and not to be put out as long as he paid the rent and did not sublet—is that according to your notions?—That would meet all the objections.

20908. And if a Government valuator was appointed

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to value the rent in case there was a difficulty?—If the parties could not agree amongst themselves.

20909. The parties would be at liberty to do so?—Yes.

20910. And they might settle their differences any way they liked?—Yes.

20911. But if they could not settle them, then the Government valuator might be called in?—Yes.

20912. You have had no experience of the Land Act, you say—would you think the Chairman a proper tribunal for the valuation of the rent?—I don't think it is a satisfactory tribunal.

20913. You don't think it is a satisfactory tribunal?—I think it is placing a great deal in the power of the Chairman, and I think that if that power is to be placed in the hands of any man, he should be a thoroughly practical man, acquainted with all the different details of landlord and tenant in as far as regards the letting of land and everything connected with it. The Chairman is not so acquainted.

20914. But you know that he has to go by evidence?—Yes.

20915. But you think it would be well for him to be a man acquainted with practical details?—I do.

20916. Do you think it would be a satisfactory tribunal to settle the rent?—I do not.

20917. To settle the rent?—I don't know that. I think the fairest way in the world would be for men to settle it amongst themselves.

20918. But if not—if they could not agree?—I would have a Government valuator.

20919. Do you know anything about those peasant proprietors that are talked about?—No. There has not been any in my neighbourhood.

20920. No Church lands?—Nothing but a small glebe; and that, I think, got into the hands of the proprietor of the land about it.

20921. Do you see any objection to a man being assisted by the State to purchase his holding out?—I highly approve of it.

20922. But what do you think of it as a general remedy for all Ireland?—I don't think it could be done.

20923. But where a man is willing to sell?—Clearly.

20924. And you think he should be helped?—Yes. But it would not be a remedy for all Ireland; and the reason of that is that it would take too much of his capital, which he should have to work his farm with. There are three requisites for the improvement of land

in this country—capital, skill, and industry. These should be combined.

20925. I think if you had a voice in the weather it would be useful?—We can't have that. I am sorry to say our climate is not at all a desirable one, but this year we have had no reason to complain. Another thing I think our Government might fairly do, would be to encourage the making of railways throughout this country. Where I live we are twelve miles from the nearest railway station. There is very great difficulty in getting rid of the produce of farms.

20926. What is your nearest town?—Loughrea.

20927. And is Athenry the nearest station?—There is a place called Woodlawn. That is nearer to Loughrea than Athenry.

20928. How long have you been farming so much land as this?—To that extent?

20929. Yes.—I am farming since 1837. I commenced in a small way after I came from school. In 1837 I was the owner of a small mill, which I enlarged and worked for years. In 1846 I first commenced to take land for grazing purposes, and from that out to this I have been gradually going on, and at some times I have had even more land in my possession than I have now.

20930. Do you find on the whole that the speculation has been successful?—It has been up to the last few years, and during this past three years it has been the reverse—a great deal owing to our climate, as it affected seriously our sheep farming. Our sheep breeding and sheep farming has been the great thing altogether. Without it we would not be able to pay anything at all like the rents.

20931. The O'CONNOR DON.—Is not there a great change this year?—Yes.

20932. For the better?—For the better.

20933. And have not the large farms pulled up?—This year, taking it on its own basis, would be quite good enough.

20934. Baron DOWSE.—Of course it requires a good deal to pull up the successive losses of three years?—A great deal. There was a great loss in wool. In that one article I lost £5000. As regards this railway, it is a difficult thing to get a railway—a very difficult matter. I am a member of the Board of Guardians, and last Saturday I was anxious to bring forward the question of a railway from Portumna to Loughrea. There is plenty of anxiety for it, but not much money to make it.

The witness then withdrew.

James
Kilmartin.

Mr. JAMES KILMARTIN, Sralea, County Roscommon, examined by Baron Dowse.

20936. Your residence is near Ballinasloe?—Within two miles of the town.

20937. Are you president or vice-president of the Ballinasloe Tenants' Defence Association?—Not now, sir. I was vice-president of the Tenants' Defence Association. I am now a member of the council of the Land League.

20938. The local council?—Yes. We have changed it from the Tenants' Defence Association to the Land League.

20939. You are now president?—No.

20940. Vice-president?—No. But a member of the council of the local branch of the Land League. I wish to state that I am here giving evidence, not as a member of the Land League, but as an individual.

20941. But you will give us all your experience as a member of the Land League. Have you any experience of the working of the Land Act of 1870?—A good deal.

20942. According to your experience, has it worked well or the contrary?—It has worked very ill. My experience is that it stimulated industry and improvements very much for a time, and after a time the tenant farmers saw there was no security for their improvements in the land, in consequence of the power which the Act gave to landlords to raise their rents to

an unlimited extent. That checked the improvements, and it created a general feeling of discontent. The result of it was that the landlord having the power, unless the tenant went out altogether, of raising the rent, the tenant was afraid of having his own improvements valued, and raising the rent on him. It has been done in many cases. The landlord has raised the rent, and thus confiscated the property of the tenant.

20943. I suppose in your opinion that state of affairs was rather an inducement to the landlord to raise the rent?—It was decidedly.

20944. Have you known many instances of the rents being raised in your part of the country?—I know some instances. I could mention one where the rent was £125 a year, the valuation £97, 5s. The tenant was promised a lease at the expiration of his own lease, and in consequence he made vast improvements. He reclaimed twenty acres of bog, and at the expiration of the lease the rent was raised £25, making it £150. That I consider was a rack rent. The tenant would not pay that rack rent, were it not that, by the working of the Land Act he had no remedy against the landlord. Owing to the covenants in the lease, he was after expending £800 or £900.

20945. If he had gone into the Court and fought the landlord, he would have had to leave the place, and

take whatever compensation he could get for it?—He would.

20946. And he preferred to stay on it with his family?—Yes.

20947. He understood that his lease would be renewed at the expiration of the old lease?—The lease was renewed, but at a higher rent, and the bad times coming on, it was a great hardship on an improving tenant.

20948. What is your idea as to pasture when contrasted with tillage farming?—I think that all covenants binding the tenant to keep the land in grass ought to be made null and void by the Land Act, because it does an immense deal of harm.

20949. But if a man takes a grazing farm he ought to keep it as a grass farm?—But I think in the interest of the public such contracts ought to be null and void.

20950. Whether a tenant was a large one or a small one, you would not allow him to contract himself out of the Land Act?—I would not.

20951. Some people say that large farmers require protection—do they?—I think that in recent years the tenants on large farms were very hard pushed.

20952. What I want to know from you is, do you disapprove of pasture as contrasted with tillage?—I disapprove of it *in toto*.

20953. Does it tend to consolidate farms?—It does. I know that landlords having lands to let, have generally let it as grass farms. There was 112 acres in the farm to which I refer. It is held only as a grass farm, and still the tenant goes on improving and reclaiming bogs, and making every improvement possible for an improving tenant to make. It ought to be sufficient to protect the landlord, by not allowing the tenant to do anything that would deteriorate the land.

20954. Would you allow him to subdivide?—To the extent of 30 or 40 acres.

20955. Would you allow him to sublet?—As a rule I think it would be rather unfair to prevent con-acre.

20956. There is a question whether con-acre is subletting, but my question refers to letting part of the land altogether?—I would not think it right to allow him to become a small landlord on his own account.

20957. But would you allow his son to hold it after his death?—I would.

20958. Have you turned your attention to the promoting of peasant proprietorship?—I think that would be very desirable, but I don't think the Government would be able to pass a measure expropriating the landlords. Mr. Gladstone would not have the power, I believe, to do it.

20959. Do you think Mr. Parnell could do it?—Not at all.

20960. Would you think that buying out all the landlords of Ireland and selling to the tenants would be beneficial?—I think it would be beneficial.

20961. But not practicable?—No; but with absent landlords it might. I believe that peasant proprietary is the basis of a fair settlement of the land question, but I don't believe that in the present state of parties it is possible.

20962. But wherever you find an industrious tenant, and the landlord willing to sell, you would offer every facility?—I would.

20963. Gradually that would spread over the whole country, and become a national institution in course of time?—Yes.

20964. But would you turn out the landlords without their own consent?—I would not think it fair.

20965. Nor without giving them compensation?—That would be the amount of the purchase money.

20966. You would not take anything from them?—I would not.

20967. And you think the tenant should pay a fair rent for his holding?—That is the extent of the whole question.

20968. Suppose a scheme were proposed by which the tenant was to pay a fair rent, that he should not be turned out as long as he paid that rent, and that he should be at liberty to sell his holding if he wished,

what would you think of that?—That would be the fairest thing to do. I think that would be the fairest way. I know one in King's County, a bishop's property, near Clonmacnoise, where the Ulster Custom is supposed to prevail. The tenants are generally small, and I know they are comfortable, because they are making a great deal of improvements on the land, and they consider the landlord will not or cannot dispossess them of the lands, because they think the Ulster Custom does prevail on the property. On this estate they are comparatively comfortable, because they feel that the landlord has not raised the rent on them. They have the land practically at about Griffith's valuation, and they are ready to sell if they chose. If the Ulster Custom were defined in this way, and extended in this way to all parts of Ireland, it would be easy to settle the land question.

20969. Would it satisfy the people, do you think?—I think it would. I know another estate, Lord Ashtown's, where the tenants are very much dissatisfied—they are very poor.

20970. That is the estate that originally belonged to the Gascoignes?—I don't know.

20971. It is Lord Ashtown's?—It is.

20972. Suppose there was a difference between the landlord and tenant, how would you fix it?—By arbitration—two to be chosen, one by each, and they to choose an umpire; and I would have them take into consideration the letting value of the lands in the district, but I should not have them take into consideration the tenant's improvements, so that he should not be rented on his own expenditure; but not only that, but on his own tenant right sometimes he gets by the Land Act seven years', and from that down to two years' compensation. Previous to the Land Act of 1870, this right was in existence in these three counties. A tenant used to sell his goodwill as a general rule.

20973. Before the Land Act?—Before the Land Act the law did not recognise it, but still the landlords allowed it.

20974. The Land Act of 1870 only to a certain extent recognised this occupancy right?—I would include not only the value of the tenant's improvements in soil, but the value of his tenant right, and that would be decided, I think, in the fairest way by arbitration.

20975. Arbitration by Land Court, or private arbitration?—I think that the judge would be a very proper umpire.

20976. But would not that lead to litigation in nearly every case?—Yes, it would be better to have all these settled outside the Land Court.

20977. What do you think of a Government arbitration?—It would be a very good way as long as they took care not to value the tenants' improvements or goodwill.

20980. Yes; but apart from that, the principle is one thing, how it should be carried out is another. Do you think a Government arbitration would be a good way of settling it?—I do. I think Griffith's valuation was a very good valuation; and if they had another man now like him, I think it would be well.

20981. What do you think of fixity of tenure and free sale; the Land League don't like that?—I differ with them on that.

20982. But suppose they carried the country with them?—I don't suppose even if they carried the country with them, I don't think they would make the Government carry it out.

20983. Do you think that would please the people?—I believe the people, when they come to see the merits of the different schemes, they will fall back on the old scheme, and will prefer it because they think it is more likely than the other.

20984. People often ask for more than they will take?—That is very often the case. Of course I would give a decided preference to peasant proprietary so long as it can be obtained.

20985. But you prefer the substance to the shadow?—Yes.

20986. The CHAIRMAN.—Do you think that the

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people understand about peasant proprietary that they would have to pay more than they are paying at present?—I think they don't thoroughly understand this question. I think if they did they would not like it at all. I think the great mass of the people don't understand it.

20987. We asked some the other day, and at first they were very enthusiastic about peasant proprietors, and when we explained it to them they were not.—I should say that.

20988. Baron Dowse.—Of course if they got the land for nothing?—From my knowledge of these people and of these agitators, no one asks for the land for nothing. They distinguish between what is right and what is wrong, and want only what is fair, I think.

20989. The CHAIRMAN.—Peasant proprietary and security of holding?—There is an advantage in regard to peasant proprietary when the holder understands that what he holds would be his for ever and ever.

20990. Suppose it was a perpetuity lease?—Still there would be an advantage in peasant proprietary over that—paying rent for ever and ever.

20991. Do you think that they look forward so much as 35 years' distance, and consider it an advantage?—They would.

20992. Baron Dowse.—Do you think the Irish peasants are so anxious about posterity that they would burden themselves for 35 years for its sake?—I don't think they would burden themselves, but they would make some sacrifice.

20993. The CHAIRMAN.—We have heard of some landlords who have laid out large sums of money, not so much on tenant holdings, but in general improvements, such as main drains, and roads, and fences, etc.: don't you think that would be a great loss to the country if that were stopped?—If the Government would go on giving the tenants the same facilities as the landlords have at present to improve their estates, I don't think it would be a loss.

20994. In these large improvements it would require the whole body of the tenantry to agree beforehand?—I think in that case it would be the duty of the Government to carry on the works and apportion the cost to each tenant.

20995. Like a rating district?—Exactly.

20996. As in the drainage boards?—Yes.

20997. But there is nobody to compel them there?—I think that arterial drainage should be carried on by the Government whether the landlords or tenants agree to it or not, and then put a compulsory rate upon it.

20998. Baron Dowse.—Do you farm much yourself?—112 acres; there is an immense deal of waste on it.

20999. The CHAIRMAN.—You said you would not object to the subdivision to his son?—Yes.

21000. Would you limit the size?—Anything below 20 acres would be undesirable.

21001. Would you put a new house and buildings on it?—That, I think, would be a great advantage, because I think the more we have of such farms in the country the better.

21002. Under 20 acres?—I would not wish to have them below that, because it will lead to great poverty.

21003. The O'CONOR DON.—Do you hold by lease?—By lease.

21004. How long made?—About three or four years.

21005. Baron Dowse.—To run?—No; out of twenty-one.

21006. The O'CONOR DON.—Was the rent raised when the new lease was made?—It was raised. I may just say that the case to which I referred was my own case.

21007. And what had been the length of the previous lease?—Twenty-one years.

21008. Is it the custom to give twenty-one years' leases on that estate?—It is a very small property, and there are few tenants on it.

21009. The CHAIRMAN.—Who is the landlord?—Thomas J. Tully.

21010. The O'CONOR DON.—You spoke, in answer to Baron Dowse, of giving security to all residential tenants?—Yes.

21011. Would you extend it to tenants holding outlying farms?—No; it is a deplorable thing to look over this County Galway, and see those vast tracts of land held by graziers. I would think it a good thing to make all leases prohibiting tillage null and void.

21012. Baron Dowse.—You would leave the grazing tenants to the law as it is?—I would.

21013. The O'CONOR DON.—You think the people would be quite satisfied if the law applied to residential tenants?—I think so. I look on the graziers as the curse of the country.

21014. You spoke of Lord Ashbrook's estate: when were the rents raised there?—I cannot say the dates, but since the present Land Act. On another estate, that of Mr. Potts, he gave leases about four years ago.

21015. Baron Dowse.—That is the Saunders man?—Yes; he is considered a very good landlord. He gave leases at Griffith's valuation, and then that was raised in some cases one-fourth, and in others one-third above the previous rent. The tenants have put up houses and walls at their own expense, and at the drawing out of these leases a thirty-one years' lease was offered, and they were prohibited in this from making any claims under the Land Act, either retrospective or prospective. Several tenants came to me, and I advised them not to take such a lease, and Mr. Potts struck out these objectionable clauses, and gave them thirty years' lease. But still in these leases there are objectionable clauses—one is for erecting buildings without the consent of the landlord, and another for reclaiming bogs.

21016. The O'CONOR DON.—Were these leases given to small tenants?—Small tenants.

21017. I understood from the Land Act of 1870 they can contract themselves out of their claims for disturbance, if they get thirty-one years' lease?

21018. Baron Dowse.—Certainly.

21019. The O'CONOR DON.—But they could not contract themselves out of the permanent improvements? No, I believe not—reclaiming and buildings.

21020. Do you think many of the tenants with whom you are acquainted would be able to provide one-third or one-fourth of the purchase money of their holdings?—I suppose I am acquainted with thousands of tenants, and I could scarcely point to half-a-dozen that would be able to pay the money down, for they are very much reduced in circumstances. I was talking to Sir George Young outside. He was making mention of Lord Clancarty, who is considered to be a very good landlord; and I wish to mention the hardship of preventing tenants from selling. It is not the custom on that estate. One of the cases I know, too, was one of great hardship. A poor woman, holding nine acres, unable to carry on her farm, wished to give it up; she claimed some compensation to give it up. She would have got a large sum of money if she had a right to sell it, and Lord Clancarty would get a good tenant, but Mr. Fowler told him that Lord Clancarty would not allow any such custom. He would not allow free sale for fear that it would become a custom on the estate. I think it is very injurious entirely to allow any such rule; any rule on an estate that works in that way injures the tenants.

21021. He does not acknowledge right of sale?—No. She was in arrears of rent, and except for improvements, she could not claim anything for disturbance. In this case, I believe, Lord Clancarty gave her £18. I believe she would get £100 if she were allowed to sell.

21022. Baron Dowse.—And, as in the north of Ireland, the landlord would get the arrears of rent out of the £100?—Certainly. This system of allowing a rule on an estate to prevail works very injuriously. I think it is very unfair to have one custom on one estate, and another on another; and I think, if the Government were to make any change in law to extend the Ulster Custom, it would be very desirable

to have it defined. If it would be of any service to you, I could furnish you with some documents to show you the inconvenience of such a rule.

21023. Of rent being charged too high?—Yes. Of course I could only give those for what they are worth.

21024. Do you mean to say you are called an agitator?—I certainly am, because I go to these meetings, and I have been the cause of getting up those land meetings in our districts.

21025. I think you are a very moderate and reasonable man.—I would never have taken part in it but for these cases of hardship. The landlord has a good right to get a fair rent. (Witness handed some documents to the secretary, Sir George Young.)

21026. The CHAIRMAN.—Can you say how you got them?—I know a case that I was instrumental in bringing before the House of Commons through The O'Donoghue, that of Mrs. Denis O'Brien, near Ballinasloe. The tenants had made vast improvements there. I wrote down here and there the rents and valuation, which show that the tenants have no security. Eleven of those tenants were served with notices of ejectment, demanding the rent, or otherwise double the existing rent.

21027. When was it?—I don't remember the date, but I think it was about three years ago. Togher is the name of the town land. I will just give you an example of the rents and valuation of this estate. The eleven tenants were served with processes of ejectment, either demanding the rent, or double the rent. Mat Kinnane of Togher, valuation £13, 5s., which may be

£13, 10s. This, however, is nearly correct, as I could get it. The rent £22, 8s. served with notice of ejectment or to raise the rent to double the existing rent. This tenant, I know, has made improvements. The valuation is £13, 5s.

21028. You mean to say she wanted to raise them to £44?—She tried to do it. But I held meetings there, and these cases were supplied to The O'Donoghue, and I think, in consequence of the pressure of public opinion, each desisted from proceeding in each case. The valuation of that land would be a very high rent if it were not for the tenant's improvements. I have taken down another case, that of John Fohey, valuation £2, 5s., rent £4, 15s. He was served with notice of ejectment or double the rent.

21029. For double the £4, 10s.?—Yes. Another case is that of John Finnan; his rent is £3, 10s., and his valuation 15s.

21030. What, did she want to raise that too?—Oh, before that.

21031. Is it Mr. Denis O'Brien?—Mrs. Denis O'Brien.

21032. Did she succeed in this?—She desisted.

21033. Did she desist in all?—In all; she left them the land at the old rent. As a general rule, these small landlords—

21034. Who is the agent?—She has no agent, she has only a small property.

21035. Baron Dowse.—You were going to say, as a general rule, that these landlords?—They are worse on their tenants than the old landlords.

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James Kilmartin.

Mr. THOMAS F. JOYCE, examined.

Thomas F. Joyce.

21036. The CHAIRMAN.—You live at Mount Tyrone House, near Lennane?—Yes.

21037. You are a tenant farmer?—We farm close on 9000 acres of land, myself and my father, which I manage.

21038. What sort of land is it?—Mountain land in Connemara.

21039. Chiefly or altogether situate in Connemara?—Chiefly in what is called the Joyce country.

21040. Does the right of tenants selling their lands exist in that district?—On some estates here and there only.

21041. Who is your landlord?—Mr. O'Kelly for some of it, and we hold some under Lord Ardilaun and Mr. Berridge.

21042. Do any of these landlords recognise the right of sale?—Mr. O'Kelly, the landlord on whose property we live.

21043. And the others do not?—No.

21044. Are sales increasing or decreasing?—They are decreasing since the passing of the Land Act.

21045. Is the rent generally raised on the occasion of a change of tenant?—No; a tenant must surrender the land to the landlord, and it is advertised that the lands are to be sold, and the highest bidder gets the land.

21046. Do you hold by lease?—Yes, some.

21047. Are they long leases?—Twenty-one years.

21048. Have you and your family always held leases for twenty-one years?—No; some for longer terms and some shorter.

21049. When were those leases made?—In 1860. They will expire next year; and there are several parties who hold under similar leases, and they will not be entitled to claim compensation for improvements or disturbance, and I think that they should be placed in the same position as tenants from year to year.

21050. Do you consider the tribunal of Quarter Sessions a good one? are the people satisfied with it?—No, indeed they are not.

21051. Could you suggest a better tribunal?—I don't know what existing tribunal would be better.

21052. It is chiefly the expense that you complain of?—Yes; and it leaves so much to the Chairman. I suppose they are generally landlords, and they have a leaning to their class. I know one case of my father's. He claimed compensation—he improved it in various

ways; the landlord came into Court, and filed a set-off, so that my father had to give up his claim. The landlord would have expended £1000 on it; and my father was obliged to pay for dilapidations, and there were no dilapidations.

21053. Have you any complaints to make of the covenants that have been latterly put in the leases?—Yes, I have some here: binding tenant to pay grand jury cess, and to make any claim for compensation on the expiration of the lease, and not to make any improvements not required for a grazing farm on it. My brother thought to go and live on a farm, which was 200 acres, and he would not be allowed to build on the place.

21054. Was it a grass farm before?—It was.

21055. Do you see any objection to the landlord covenanting that it should be a grass farm?—I do; it was large enough to support a family.

21056. Baron Dowse.—Might not it have continued a grass farm and he be allowed to build an addition to the house?—He might have done so.

21057. Who is the landlord?—Mr. Staples of Queen's County.

21058. Would your brother have been willing to have paid an increased rent equal to the average of half the county cess, and then have the county cess divided between the landlord and tenant?—The land was too dear as it was.

21059. That system for a landlord to undertake to pay half of the county cess and put it on the rent, would be a mere fraud on the Act of Parliament?—It would.

21060. Suppose a tenant says, "I won't pay the county cess," and the landlord says, "Very well; I will put it on the rent;" would not that be only a contrivance?—It would. Before the lease was filled up, there was nothing about grand jury cess, but at the time the lease was signed there was then this clause.

21061. The O'CONOR DON.—When your brother agreed to pay the rent that is fixed in that lease, did he understand that half of the county cess was to be paid by the landlord?—There was nothing at all about it.

21062. And you understood that it was not to be paid?—Yes; according to the Act.

21063. What proportion does the Government valuations bear to the rent?—It is a fair rent. We pay

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£500 per cent. over the valuation, others £300, others £200.

21064. The rent is very much more over the valuation in regard to the grass farms than the others, is it not?—Yes.

21065. Has there been any great increasing of rent since the passing of the Land Act?—There are a great many of the landlords who have increased their rent and entered into new agreements with the tenants.

21066. In Connemara?—Yes, and in Mayo too.

21067. Baron DOWSE.—How far is Lennane from the borders of Mayo?—About a mile.

21068. The O'CONOR DON.—Is there any particular time on those estates in which rent is raised, or is it raised at any time?—Whenever the land is purchased by new landlords—land jobbers, as they are called—they generally raise the rent. They are the curse of the country.

21069. That is the land jobbers?—Yes.

21070. Are the improvements generally made by the landlords or the tenants?—All by the tenants. If they are not by the tenants, they are not made at all. Lord Ardilaun is doing something of that kind—building houses for his tenants.

21071. Has the Land Act done anything in the way of encouraging improvements?—It has rather checked the growth of improvements.

21072. How so?—The landlords objected to making improvements, and the tenants are afraid.

21073. They are afraid the rents will be increased?—Yes. I knew a case in which there were ten or eleven of a family, and the tenant was ready to build an additional room or two to his house, and the landlord warned him that if he made the improvements he would evict him. His family to-day are herding with the cattle out in the stable.

21073A. Who is he?—I would rather not mention the name.

21074. The O'CONOR DON.—Are there many cases in your district where the tenant has claimed compensation and got it?—Not many.

21075. Are there many evictions?—A good many, but many of them cannot claim compensation.

21076. That is, they entered on a new agreement since the passing of the Land Act, and cannot claim compensation?—Yes.

21077. Are there many cases of that sort near you?—Yes.

21078. On what estates?—Several—Lord Sligo and others.

21079. Has Lord Sligo evicted any of those tenants with whom he made this new agreement?—He has evicted several of them, not at this Quarter Sessions.

21080. But within the last four years?—Yes, and within the last six months; but many go back as caretakers.

21081. Do you know anything about tenants purchasing their holdings?—No, they have not purchased in my district. They cannot purchase, because the lands are held in common. The whole of the village might be sold in one lot.

21082. The tenants would not be able to purchase?—Some would not; and the others could only buy their own shares.

21083. Is that where there is a great extent of mountain land?—Yes; the receipts are given in Co.

21084. The O'CONOR DON.—Do you think an extension of the purchasing clauses of the Land Act a true remedy?—I think it is a very good remedy, but small tenants are so poor now that they cannot buy.

21085. If there was power now, how would you enable them to buy?—The Government should enable them by advances. In holdings up to £10 valuation they should give them the full money.

21086. But would not they have to add an increase to their rents?—I would give them a twenty years' purchase on the valuation.

21087. Would you compel the landlord to give it at twenty years' purchase?—I would.

21088. The CHAIRMAN.—Would you compel the Government to make the rent at the Government valuation?—I would.

21089. Baron DOWSE.—But suppose the tenants hold the mountain at a fair rent, and were allowed to sell their interest, and were never to be turned out as long as they paid that rent, would that be a good plan?—I think it would be a very good, equitable settlement.

21090. Do you think that it would satisfy the people?—I think it would considerably; but the Bright clauses should be extended along with that.

21091. But we have been told that in some places, even if they had the land for nothing, they could not live upon it?—Oh, they would.

21092. They have lived up to the present?—They have.

21093. Do you think they would be able to pay a fair rent fixed by some honest man?—I think they would.

21094. A Government valuator?—Yes; or one chosen by each, and the Government to provide a third man.

21095. Do you live in that part of Connemara where it is said they are not paying?—They are not paying the rents.

21096. Why?—Because the rents are too high, and they are not able to pay them.

21097. But some say they have it, and that they won't pay?—That is not true.

21098. Do you think it is true that they have the rent but are unwilling to pay it?—I am sure it is false. The potatoes are failing, and the land is so bad it is not able to grow wheat or oats.

21099. The CHAIRMAN.—Are the potatoes failing?—They are rotting and bad.

21100. Baron DOWSE.—What is the cause of that—this is a very good season?—I don't know.

21101. Will they ever be better off?—If the champions continue as good as they are, it will be a great improvement.

21102. Do you think the land has been worn out by the use of artificial manures?—There are some places where it is worn out, and in other places it is hungry.

21103. Do they use artificial manure much there?—Guano; but chiefly farmyard.

21104. That is not artificial manure—at least it ought not.

21105. The O'CONOR DON.—Do they still sow wheat?—They do not, in my locality.

21106. Baron DOWSE.—Are they industrious?—Oh, they are; they thrash their oats at night because they have not time to do it in the daytime.

21107. They are improving their holdings?—Yes.

21108. And they are an industrious population?—There is no doubt about it.

21109. I want that distinctly stated, because we have been told the contrary?—There is no doubt about it. The people who make such statements as that don't know the country, or they have stated a wilful falsehood.

21110. The CHAIRMAN.—What is the custom on the dropping of the lease—does the landlord have the proposals from others, or does he just make an offer at a fixed rent to the tenant?—There is no offer to the tenant. It would be by open competition. I know one family that had a lease of twenty-one years—they were a most industrious family. They improved their farms. They had built a comfortable cottage on it, made roads, fences, drains, etc., and at the expiration of the lease the rent was raised from £15 to £100.

21111. Baron DOWSE.—That is, he was made to pay rent on his own improvements?—On his own improvements.

21112. The CHAIRMAN.—Then on the dropping of the lease a tenant must make a proposal on his own improvements, or lose the place altogether?—He must give a higher rent than anybody else in order to get it, or at least as high.

21113. Baron DOWSE.—And the question of his improvements is never taken into account at all? The landlord says, "There is a farm, what will you give for it?"—That is all.

21114. The CHAIRMAN.—These leases, you say, drop next year?—Yes; and this year more of them, and the year after, according as they were given.

Mr. THOMAS PALMER, Galway, examined.

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Thomas
Palmer.

21115. The CHAIRMAN.—You live in Galway?—For forty years.

21116. You are a merchant, and also a holder of land?—Yes.

21117. Within the town?—Near the town, within about an Irish mile.

21118. Have you any complaint as to the rent?—The rent is very exorbitant; but independent of the rent, there is the lease with all kinds of clauses, and it winds up with a most extraordinary clause.

21119. How many acres do you hold?—11 or 12.

21120. And the rent?—£64 a year.

21121. Who is the lessor?—The lessor, if it would not be absolutely necessary, I would not like to mention.

21122. When was the lease granted?—In 1875.

21123. And would you read the clause?—“Provided always, and it is hereby expressly agreed, that the said Thomas Palmer, senior, shall not make, at the determination of his tenancy, any claim for compensation for disturbance, nor for land reclamation, nor for improvements, except improvements made with the consent of the landlord.”

21124. Baron DOWSE.—That is the Parnell lease?—I am not aware. “Nor for compensation in any other respect under any of the clauses or provisions of the Landlord and Tenant (Ireland) Act 1870, or any other Act which may be passed during the continuance of such tenancy.” If there was a reform of the land laws to-morrow or next year, this lease would debar me from any advantage under it.

21125. Why did you take that lease?—The old story—competition for land. My sons wished it. There is another clause—“Provided always, and it is declared and agreed, that the letting hereby made is subject to the conditions or agreements herein stated, and to no other condition or agreement whatsoever.”

21126. Were you in the land when you got the lease?—I think I was in the land.

21127. The CHAIRMAN.—As a tenant from year to year?—I am not clear. I think I was in the land.

21128. Baron DOWSE.—Did you read the lease before you took it?—I did.

21128A. And why did you take it?—Land was looked upon as indispensable, and the landlord had it all his own way.

21129. The CHAIRMAN.—How is the land described? is it a town park?—“All that and those the lands and premises of Rahoon, situate in the parish of Rahoon in the county of the town of Galway.”

21130. Baron DOWSE.—Is there a residence on it?—No.

21131. Then you live in Galway?—Yes.

21132. The CHAIRMAN.—Is the Land Act?—It is very fair.

21133. Baron DOWSE.—This land that you hold, has it increased value as accommodation land above the ordinary letting value?—That is so.

21134. Then it is a town park?—It is just a convenience. The state of agriculture is in a very wretched low state from two causes—from the ignorance of the

tenantry, and the apathy and indifference of the landlords to improving the condition of agriculture.

21135. The CHAIRMAN.—Do you speak of that round the town?—Round the town and round Lough Corrib and other places, anything like the low state of agriculture you cannot well conceive.

21136. Do you think that low state of agriculture makes it difficult to pay the rents?—Quite so.

21137. Baron DOWSE.—What does that arise from?—First from the ignorance of the peasantry, and second from the apathy of the landlords.

21138. Do you think it arises from want of security on the part of the tenants?—I think so. I come from the north, and I was much struck with the difference.

21139. What part of the north?—Hillsborough.

21140. The CHAIRMAN.—And it struck you very much—the inferior character of the agriculture here?—They won't sow in time, they won't reap in time. They lose a fourth or a fifth of their crops every year by allowing it to get over ripe. They will see a green head here and there and all shedding round about, and they say till that green head ripens we will not cut.

21141. Have they the inclination not to begin till a particular time?—Oh, very much. They say the time has not come to sow, or to do this or that. A friend said to me, “Between Galway and Spiddal they lose about £1500 a year to £2000 by corn shedding.” I hold that absenteeism is a frightful curse. I hold that nine-tenths of the evils of this country is owing to absenteeism.

21142. Baron DOWSE.—Do you think that if they had the land at a fair rent, and not to be disturbed as long as they paid that rent, that that would be a help to the country?—Decidedly. I can't imagine that there would be a second opinion about it, for I have known of cases of a landlord who set land at the base of a mountain, and when that was a bit improved he hunted them to another place farther up the mountain.

21143. Do you mean that he took the place below from them?—Yes, that he took it from them and hunted them up to another place. I would be a great advocate to have reclamation of waste lands on the Prussian system. Where there is waste land there the Government takes hold of it. They run a great canal from this point to that, where the fall is, and that drains the land, and then there is facility for reclaiming it. Then they let it out in plots of from 200 to 300 acres on the $3\frac{1}{2}\%$ system, so that the farm would become the property of the tenant in 40 or 50 years.

21144. But there are great plains there?—Connemara is also a district where there is much reclaimable land.

21145. The CHAIRMAN.—A great deal of that is in the hands of tenants at present—could the reclamation not be done by them?—No. It could not be done by them individually, as they could not manage the falls.

21146. Baron DOWSE.—It would need some person that would be able to manage a great tract of country?—Yes. It would be a facility for tenants to come in and say, “I would take 200 acres to further reclaim.”

The witness then retired.

JOHN ROSS MAHON, Esq., examined.

John Ross
Mahon.

21147. The O'CONOR DON.—You are a land agent and landed proprietor?—Not a landed proprietor.

21148. Are you a member of the firm of Guinness & Mahon of Dublin?—Yes.

21149. What extent of land are you agent over?—I now speak only of Galway and Roscommon, which is my department. We collect £50,000 a year in the two counties.

21150. Who are the chief proprietors for whom you act?—Mr. Pakenham Mahon, Lord Clonbrock, Lord Westmeath, Sir William Ross Mahon, Mr. C. T. M'Causland, Mr. Newcomen, and Mr. Lloyd of Rockville.

21151. Are the tenants allowed the right of disposing of their holdings on any of these estates?—No. There never has been on any of them any tenant right—I mean as to farms. If a man had a house in the village, even if he had not a lease, he is allowed to dispose of it.

21152. But it is not allowed to tenants of agricultural holdings?—No.

21153. In any shape or form?—In any shape or form.

21154. And when tenants are leaving from getting into bad circumstances, would the landlord allow

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them anything?—There has been in most cases something given to them on going out.

21155. Only small sums?—Just what the landlord thought proper to give, in order to provide for their immediate necessities, and let them look round about them; but in fact none have been put out for many years, and then for non-payment of rent.

21156. Do the landlords recognise the right of the tenant to charge their holdings, and to dispose of them by will?—Well, I think they do. If a tenant leaves his holding to another, he is recognised as the tenant, unless there is some special reason to prevent it. But is it unusual for that class of tenant to make wills. Some do; some do not.

21157. Have there been many ejectments on those estates with which you are connected?—Not for a great length of time.

21158. Were they for non-payment of rent?—All for non-payment of rent. I don't think in my lifetime we have ever ejected a dozen for anything but non-payment of rent.

21159. Do you think the limits of compensation fixed in the Land Act are reasonable?—I think they are unreasonable as regards the landlords.

21160. In what way?—The houses are valueless to them—cottiers' houses—and they have to pay for them. The landlord pays for them and pulls them down. But on the whole I don't object to—I would rather see a man getting—I would rather lean to the tenant.

21161. Have you had many cases in the Land Court?—Only one in my life, and that was a few days ago.

21162. Was that a case of a tenant evicted for non-payment of rent?—Yes.

21163. Baron Dowse.—Did he make a claim under the Land Act?—He did.

21164. Did he say his rent was exorbitant?—I don't think he did. At all events the County Judge ruled that it was not so.

21165. Did he make a claim for improvements?—He did.

21166. The CHAIRMAN.—Did he get a fair amount?—I think he got within 30s. of what I would have given him.

21167. The O'CONOR DON.—What you offered him before going into Court?—No; but what I valued them at.

21168. How much did he claim?—£360. And he got £130, which made a set-off against the rent, and it only left 26s. or 30s. coming to him.

21169. Do leases exist to any extent on the property?—There are some leases, but not very many.

21170. Have they been on the increase or decrease since the passing of the Land Act?—No increase or decrease.

21171. What term is usually given?—Thirty-one years. Generally leases are given to persons who hold large farms. The small farmers won't take them. Generally speaking it is for lives or years, so as to insure the son succeeding to the father's improvements. That is my idea of giving lives. For instance, you have Mr. Roberts of Strokestown, he got a lease for lives, for his own life and the life of his son.

21172. You say the small tenants are not inclined to take leases?—They won't take them at all. I have offered them by Mr. Pakenham Mahon's directions, and not one tenant would take out a lease. They said they were perfectly satisfied. They felt confident there would be no ill-usage, and they would not take out a lease. They are under the impression that the landlord would be more liberal to a yearly tenant. The whole country seems to be of that opinion, and I think they are right.

21173. What proportion does the rent bear to the valuation?—That it is utterly impossible to say. Grass lands I let very much above the ordnance value. Lands of moderate quality are let, say 25 per cent. above, and lands of inferior quality are let as a rule about 10 or 15 per cent., and very often not above the

ordnance value at all, the light lands sometimes a little below the valuation.

21174. Has the raising of rent been on the increase since the Land Act of 1870?—I don't think it has made any difference.

21175. Has there been any general increases on the rent of the estates which you manage, for some years?—There have been some instances.

21176. Isolated instances?—Some years ago I raised the rents on the Pakenham estate. It was very low set in the famine years, and I raised it to a moderate rent.

21177. How long ago is that?—Fifteen or twenty years ago.

21178. Before the passing of the Land Act?—Before the passing of the Land Act.

21179. With respect to improvements, have much been made by the landlords on these estates?—Very large improvements on some of them. Take Pakenham Mahon's first. I have been agent about thirty years there, and he has laid out upwards of £30,000 during twenty years ending the 1st of January 1869—

21180. This includes everything?—No. Land improvement and arterial drainage and taxes for the maintenance of arterial drainage, £31,417.

21181. For those twenty years?—Yes. And then for the ten years ending January 1879, there was an expenditure of £14,248.

21182. Was that all expended on what we call tenants' lands?—Yes; it includes the expenditure on the demesne. The demesne was tenants' land too, for it was set on lease. It was all expended on tenants' land, but I guard myself in that way—that some of it was on the demesne; but it did not include anything in connection with the demesne, such as game, or rabbits, or salaries, or wages—only land improvement. These accounts are taken from the accounts for each half-year. They are not taken at random.

21183. How much was spent upon the demesne as distinguished from the other lands?—The demesne and in connection with it, £5692—during the ten years.

21184. During the last ten years?—During the last ten years—during the ten years ending January 1879.

21185. The CHAIRMAN.—A large part of that was expended in giving employment?—All in giving employment.

21186. Anything for drain pipes?—It is stones we use, not pipes. With regard to Sir William Mahon's estate, there is a reasonable expenditure on that too—not very large—£600 a year as an average for labour all through these twenty or thirty years. It is £594 a year taking the average of ten years. That is all in labour. It does not include anything else. That is for the ten years ending 31st October 1879.

21187. Is there any other estate which you would wish to mention?—There is Mr. McCausland's. There has been a very considerable expenditure on it. He is a north country man—from Derry.

21188. On Lord Clonbrock's estate what is the amount spent in improvements, and the rental?—I would rather put this in afterwards.

21189. If you put it in a rough way, you can correct it?—The amount expended by the landlord in the ten years including 1878 was £5700.

21190. Baron Dowse.—What kind of improvements?—Drains almost entirely. Drains is what I prefer very much to lay out money on.

21191. The O'CONOR DON.—Road-making?—Yes.

21192. Baron Dowse.—All for the general advantage of the estate?—Yes. No interest is charged for money expended on roads. This is considered landlords' repairs.

21193. Are these arterial drains?—Every sort of drains.

21194. Do you mean to say that you would drain a tenant's field for him?—Yes.

21195. Do you add anything to the rent for that?—Yes.

21196. How much?—Under the present loans we charge about $2\frac{1}{2}$ per cent.; before that we charged 5 per cent.; and Lord Clonbrock pays the difference. He only charges interest on the money. He pays the principal himself.

21197. He is desirous to recoup himself and not to make anything by it?—Yes.

21198. The O'CONOR DON.—What improvements are made by the tenants?—On cut-away bog land they bring it into reclamation.

21199. They reclaim cut-away bogs?—Yes.

21200. With regard to these reclamations, is there a considerable profit?—I believe there is a considerable profit; the first two years' crops are often sufficient to recoup the outlay.

21201. But with regard to reclamations on a large scale, do you think they can be profitably carried on?—I do not.

21202. Have you had any experience of that?—Yes; on Lord Clonbrock's estate since childhood. He reclaimed bog at an expenditure of £2000, which included plant, while Mr. Birmingham was his agent. It was an experiment to see how bog reclamation would do. It was done on the Chat Moss principle, with sod drains. It was undertaken under favourable circumstances. It had a limestone quarry in the bog. Then there was a portable railway so as to carry about the lime. The sod drains were very cheap—merely to dig the sod and reverse it. He raised very good crops while he had it in his own hands, and when reclaimed he advertised it to see what he could get for it, and the best offer he had was £25 a year if his lordship would keep the drains in order. He sent this as an essay to the Royal Dublin Society, but they said it was not what they wanted.

21203. Baron DOWSE.—What was the subsoil?—Limestone; but I don't think they went down to that; the main drains went down to the subsoil.

21204. The CHAIRMAN.—What is the state of it now?—It is let at £18 or £15 a year; it has held its own.

21205. The O'CONOR DON.—Do you know any tracts of waste land that you think would be valuable for general reclamation, and for letting out for occupiers to live on?—I don't know anything of the sort. I went to see Lord George Hill's improvements, but I did not approve of them as a paying speculation.

21206. Baron DOWSE.—Did you see Mitchell Henry's improvements?—No.

21207. It is possible to spend more in the reclaiming of waste land than the fee-simple is worth?—It is. It is a struggle for life. That is my experience of Gweedore. I daresay that in Clare and Kerry there are opportunities of doing it, but in Gweedore or Roscommon I should not like to do it at all.

21208. The O'CONOR DON.—When you say it would cost more than the fee-simple, do you mean more than the valuation of the fee as it originally stood—that would be very little, you know?—I don't. I mean the value after it has been reclaimed.

21209. Baron DOWSE.—You mean the value in its improved state?—That is what I mean.

21210. The O'CONOR DON.—With regard to the rents on the estates you manage, do you consider they are reasonable?—I think I am fortunate. I am not dealing with any distressed landlords, or persons who urge me to raise the rents unfairly; on the contrary, I think they are rather disposed to be very reasonable.

21211. You mentioned an instance in this paper you have sent in, to show that the rents are reasonable. I will take Lord Clonbrock's?—The small tenants pay $12\frac{1}{2}$ per cent. less than the ordnance value. The grass tenants pay 20 per cent. over the ordnance valuation. It is pretty much the same on Pakenham Mahon's. It is rather higher than Lord Clonbrock's, but still it is very little above the ordnance value, except the grass lands, which are all above the valuation.

21212. You said that in '48 you took up part of a town land held by small tenants?—I took up part of Sir William Mahon's. I ploughed it. I did not eject

any one. I gave plots of land to those that were paupers. I gave them cabins or houses, and left them more or less land. I got up portion of the land, and let it at 35s. an acre to a grazier. The tenants have paid and are paying 28s. an acre for other parts of the same town land, and find it as much as they can do.

21213. For the same quality of land?—It is the worst part I got up. Lord Clonbrock took the tithe on himself, and he added nothing to his tenants. I only know this from hearsay from himself. The same way on Sir William Mahon's estate: the tithe was taken off by my father in his lifetime, and the land is still let at the same rate.

21214. Do you know the town lands of Derry Carberry, and Aghagower?—I do well.

21215. It was stated to us in Roscommon that the rents of these town lands were very exorbitant?—There is no exorbitant rent on Mr. Pakenham Mahon's estate.

21216. Take Aghagower, the tenement valuation is £216, the rent of the town land £224. You think that shows that the rent is not too high?—Oh, quite evidently.

21217. The CHAIRMAN.—I understood the tenant to say that there was something that was much over the Government valuation?—This is averaging it over the whole town land.

21218. Do you know tenants named Killroe and Cassidy?—I do know Killroe; he is a wealthy man of his own class. He does not live by his land at all. He is an egg-higgler, not dependent on land.

21219. Can it be that his land is let higher than others?—No, certainly not; but as a rule the lands in these town lands are very poor, and wherever the land is very poor, tenants are very poor, but there has been very large expenditure on it. All the roads—and there are a great quantity of roads—had been mended at great expense, by which they draw turf and other things—no charge made for outlay.

21220. And has that all been done by the landlord?—All; and also arterial drainage, and no addition to the rent. But there is no case of hardship at all on these town lands. They are rather poor people. They would be poor if they had not any rent to pay at all.

21221. The holdings are small?—The holdings are small, and the land very poor.

21222. With regard to Derry Carberry?—The ordnance value of it is £80 a year; the rental is £90.

21223. Have the rents been raised at all on these two town lands lately?—No, not lately.

21224. You cannot say when the last change took place?—I cannot; but they are comfortable people, and pay their rents with great regularity. I should not wonder if a man named Flynn made an objection. He is a very comfortable fellow. He was the guardian of some minor children; he was not using them very well, and I made an arrangement which did not please him, and he has not what they call in the country a "wish" for me.

21225. Baron DOWSE.—£50,000 a year you receive?—Yes.

21226. For those noblemen and gentlemen you have mentioned?—Yes.

21227. Do you evict on notice to quit?—Never; you may say never, practically.

21228. Then the tenants on those estates without any law have fixity of tenure practically?—I think they have; that is the reason they would not have leases, I suppose. But I may mention that when I became agent to the Strokestown estate in 1847, it was covered with paupers. The rental was £9000 a year, exclusive of the demesne. The average quantity of land each tenant held was 3 acres 1 rood plantation measure, without counting under-tenants, and almost every tenant had one or two under-tenants.

21229. How much would the under-tenants have?—I cannot tell. Of course they were all absolutely starving. I don't say they were starving in good times. They lived on con-acre, by taking land outside on other people's estates, and growing potatoes and corn;

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and they paid their rent with considerable punctuality till the potatoes failed, and then there was dearth, absolute starvation.

21230. The CHAIRMAN.—That was the late famine time?—Yes. I took the agency without knowing the precise position in which the tenantry were. The potatoes failed, and I saw the impossibility, not only of rent being paid, but of the people living. I wrote to Major Mahon, and said I must resign the agency unless he gave me £20,000 in hard cash to lay out in emigration, draining, and improvements. He said that was a very serious sum of money, and he would take ten days to consider the matter. At the end of three days, he wrote and said he would agree to my terms; the only reservation was, he would give me £10,000 the first year, and £10,000 the second year. He paid me £3500 as an instalment of the first £10,000, when unfortunately he was shot. Of course that broke up the whole arrangement, because the executors could not carry it out. However, Mr. Pakenham Mahon was very liberal, and he gave them all, those who were not able to stay, more or less, and we then got up the farms and let them to tenants adjoining; and the estate is, on the whole, in a very good way for an Irish estate.

21231. Baron DOWSE.—Do you think it has very much improved of late?—Yes, very much.

21232. The CHAIRMAN.—These improvements that were made gave you an opportunity of employing all the smaller tenants and their families?—It did. It also improved the condition of the other tenants, because I gave the land I took up to others, and made good-sized holdings.

21233. The O'CONOR DON.—Do you find it easy to prevent subdivision?—It is impossible. I will tell you an extraordinary story. I gave land to a man named Lyons, 28 or 30 acres, in '48. I saw the house elongating every day, new chimneys building, but there was only one door. They always denied subdivision; they came to grief the other day—they were not able

to pay the rent. Then I discovered there were four families in the same house with the one door, and that the tenant had let rooms and land to each of his three brothers, and he had his own 5 or 6 acres free of rent, as he made his brothers pay the rent for him.

21234. Of the whole holding?—Of the whole holding.

21235. The CHAIRMAN.—Do you see any means of checking that?—I do not; it is scarcely possible to do it.

21236. Baron DOWSE.—Is subdivision more common than sub-letting?—Oh yes, it is; much more common.

21237. The O'CONOR DON.—Amongst members of the same family?—Yes.

21238. The landlord is quite unable to prevent subdivision?—Yes, I think so.

21239. You know nothing about tenants purchasing their holdings?—No.

21240. Nor about the Ulster Tenant Right?—No.

21241. Your experience is that this subdivision or sub-letting would bring them back to the state they were in before?—I believe so.

21242. Mr. ROSS MAHON said—I believe you saw that Parliamentary paper about Crown lands in Roscommon and Galway.* They are town lands with which, I am sorry to say, I have something to do with now. It is a Parliamentary inquiry as to lands which adjoin the Strokestown estate and my brother's estate in Galway, and it is just the description of the Strokestown estate when I took the management.

21243. Do you know the date of it?—I don't, but I have a copy of it. It came to this, they could not pay anything at all. Then there was a great deal of work, and the Crown found they could not manage it, and they sold all the Crown property, as they did not wish to bring the Government into collision with the people.

* Lands of Ballykilclirrie, County Roscommon, returns to order of House of Lords, 15th and 19th February 1847.

Martin
M'Donnell.

MARTIN M'DONNELL, Esq., examined.

21244. The CHAIRMAN.—You live at Dunmore, near Galway?—At Dunmore, near Tuam.

21245. You are a merchant in Galway, and a landed proprietor?—Yes.

21246. What extent of property?—Something over 14,000 acres in Galway, Roscommon, and a small portion in Mayo—between 14,000 and 16,000 acres.

21247. What is your opinion as to the question of rent in your district?—It varies very much; and I know that the rents are high in some places, while I suppose they are fair enough in others.

21248. Is it your opinion that from the rent being in some places very high, a re-valuation would be desirable?—It is my opinion that an arrangement between landlord and tenant would be better arrived at by a re-valuation, which has not been carried out for the last fifty-three years, because the lands of the country have improved very extensively within my own knowledge, some from drainage, others from reclamation.

21249. Is that from the expenditure of the landlord, or from the work of the tenants?—I would be inclined to believe that it has been created principally by the work of the tenantry. There may be instances in which landlords have improved lands. I have myself largely improved. I got the loan of £10,000. I have employed about 80,000 people within the last seven months.

21250. Your opinion is that there should be a re-valuation to take the place of the existing tenement valuation?—I think if you have a re-valuation it will obviate a great deal of difficulties that now exist, because of the disparity that exists between the rents and the valuation. I believe it would be for the interests of the community, and for that of the landlord

and the tenant, that a re-valuation should be carried out. That would set this difficulty at rest.

21251. You considered the length of time that a re-valuation would take?—I cannot say that, because if you put a number of people to value a county together, it may be done in six months. If you take the standard of the Valuation Office for your guidance, it will take a heap of time to carry out what would be otherwise done in a fifth of the time.

21252. Do you think that re-valuation would answer as well?—I think it would be an improvement.

21253. Would you value for letting purposes without altering the existing valuation, which is for taxation purposes?—If you don't value them all I don't think it would be satisfactory. I think it would be quite essential to the interest of the community and of every one that the re-valuation that would take place should be for all purposes. If you take an area of £2000 and tax it at 1s. in the £, and that you make it £3000 and tax it at 8d., the taxation will be the same.

21254. Baron DOWSE.—But what about income tax?—It would lessen the general amount.

21255. It would go to the Imperial Exchequer?—It would go to the Imperial Exchequer. If you send any money across the channel you will never get it back again.

21256. The CHAIRMAN.—Your view would be by this re-valuation that the tenant should hold at a fair rent?—Yes, that is what I should like to see.

21257. And is it your opinion that he ought not to be disturbed so long as he pays a fair rent?—It is.

21258. And as a landed proprietor you wish to see it?—As a landed proprietor; I never put a man out.

21259. Baron Dowse.—And would you allow him to sell?—I would, and add it to another man's holding, because I believe the division of property is a great evil. I knew a man named Glinn whose daughter got married. The son-in-law gave Glinn £200 to come in on half the holding. A second daughter married lately. I learn that her husband gives £200 to be allowed on the other half; yet Glinn says his land is too dear.

21260. The CHAIRMAN.—When did you purchase your land?—In 1853. I bought 6000 acres belonging to Lords Fitzgerald and Vesey.

21261. It was sold in the Landed Estates Court?—Yes.

21262. What was the state of the property when you got it?—It was wretchedly poor. There were eight families on it, who had no means of living. In '47 the property was put into Chancery. It was let at 16s., 18s., and 20s. an acre, and I let it to the people at about 2s. or 2s. 6d. an acre less than in '47. They complained that I put two or three rents on them, but it is now less than they were paying in '47.

21263. Did you make any change since that?—Do you mean lately?

21264. Did you make any change since?—I have made no change in any rental of mine for the last twenty or twenty-one years. I bought, some twenty or twenty-one years ago, some belonging to Colonel Greville. I bought a good many lands within the last ten years, and I made no change upon them.

21265. The O'CONOR DON.—You have not altered your rent for the last twenty years?—No.

21266. The CHAIRMAN.—Have you any of what is called waste land on your property?—A good deal.

21267. That might be reclaimed?—I am doing at present 60 acres. It was not bog, it was mountain land. I got a great number of loans taken up.

21268. Are you going to hold it in your own hands?—I will give it to any tenant.

21269. In addition to their own holding?—If they are able to attach it to their holdings; if not, I shall let it. I would add it to each man's holding subdivided between them.

21270. Is this a reclamation by stubbling and clearing the lands and drainage?—Oh yes. I have drained about twenty miles of drainage in the last three or four months, and all this for the benefit of the tenant.

21271. You have not had time to know whether this will be profitable?—No; but I know it will be very good. A tenant named Moran, whose lands used to be flooded, it is now beautiful for corn where he could not feed a snipe on before.

21272. Are they inclined to take advantage of the main drains?—I am doing it all myself.

21273. Do you charge interest?—I borrowed money from the Board of Works. I charged them nothing for two years. I kept account, and then after two years we charge it again, according to the improvement that has been effected.

21274. Do you charge the interest and also the amount of the principal?—We charge the proper amount for paying interest.

21275. Do you pay yourself the money that pays the debt off in thirty-five years—what do you pay?—1 per cent.— $3\frac{1}{2}$ including both; but we don't mean to charge anything more than I pay for it myself.

21276. Was it the offer of money at that low rate that induced you to take it?—Certainly. In getting the rents from them, I wanted to give them employment, and I thought I could not do better than raise the lands of those people above the water.

21277. Have you found that doing that for them,

they now pay the rent willingly?—Not yet. I get about £6000 a year, and I have got very little for two and a half years. Oct. 25, 1880.
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21278. Do you think it a good thing to allow it to run on?—I do not, but we don't want to get into difficulties.

21279. Were they badly off?—Some of them.

21279A. Did you offer any abatement?—50 per cent. to every man under ten pounds, and 20 to 25 per cent. to every man above it; and some of those who got 50 per cent. did not pay me anything yet.

21280. The O'CONOR DON.—You have some land about Claremorris?—I have a little about the town.

21281. In Mayo somewhere?—Some little houses about Kiltimagh.

21282. Instances were mentioned of some very extravagant rents on your property. I thought it was in Mayo, but it must be in Roscommon?—It must be in Roscommon. The way in which this was put forward came from these popular meetings that you have now over the country. Some of the parties will go about and get eight or ten or twelve of the different tenantry at the lowest figure on the valuation that will suit their own purposes; and where one man was paying £10 a year, and his rating £10, 5s., and another man paying £10, 10s., and his rating £9, 15s., they will say nothing about the latter. If there was one man whose rating was £4, and paid £7, they were sure to have him brought out and paraded him. They took the lowest standard in that way for the purpose.

21283. The CHAIRMAN.—Can you give the reason why the rent should be in higher proportion?—The valuation sometimes value one bit of land higher than another, and they value frequently without knowing the difference.

21284. You think that high rent as compared with the valuation may arise from that cause, and is no test of what the rent should be?—No test. I know one townland the value of which is about £70; the rent is £160, and still the land is cheap at the rent.

21285. BARON DOWSE.—The cause is the difference in the land?—Yes; where the rent is £10, and the valuation £9, 15s., which is very near it, but when there is a great difference, it is no test.

21286. The valuation is too low in that case?—It is.

21287. Would you have an objection if the law were so that the tenant and you should get some independent person to value that land?—I would not have the slightest objection so long as you could put a fair man to do it.

21288. If there was a reasonable valuation made, you would not object to that?—No; it is essential to the interests of the country.

21289. That a valuation of all Ireland should take place?—That would be a very important thing to all proprietors.

21290. The O'CONOR DON.—You think it would be desirable to have a new valuation instead of the Government valuation, which is so fallacious, as you have pointed out to-day?—I do; I know of instances in which the Government valuers went out to value, and I believe they did not know the value of the land.

21291. Do you allow your tenants to sell their interests if they were leaving?—I have in one or two instances allowed them to sell to others, but as a rule there is no such custom on the property.

21292. Do they get much for their interests?—I could not say.

21293. Have you an opinion?—A man got £26 for 2 acres of land which he held under me for 12s.

Mr. JOHN GRAHAM, examined.

John Graham.

21294. The CHAIRMAN.—Where do you live?—In Miltown, 25 miles from Galway.

21295. You hold a farm there?—I do.

21296. How many acres?—Somewhere about 20 acres.

21297. What rent do you pay for it?—At present £28.

21297A. Whom do you hold under?—Under Dr. M'Haile.

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John Graham.

21298. The O'CONOR DON.—The archbishop?—Yes.

21299. The CHAIRMAN.—What is it that you want to tell us about—is it about your own holding?—No; but my practical knowledge through the country. I have been a deal with the people, and I know a great deal about them. I know a good deal of wrongs that have been on both sides. I would wish to see the question amicably settled between both sides. I have been contractor for works.

21300. What is your opinion of the state of the country?—I think it is very bad; they are in a very poor state, and if the thing could be arranged with the landlord it would be an improvement.

21301. When you say it would be better to arrange with the landlord, do you mean as to rent?—Yes. I think the land is let too high.

21301A. The land let too high generally: do you apply that to your own case?—I don't, because it has been reduced. I could state cases in the parish and surrounding it, where the land has been too high and is too high.

21302. State one or two of the cases.—Yes.

21303. On one or two of the properties?—Take Colonel Seymour's; the rent on that estate is now double the valuation, and it is quite impossible for them to pay.

21304. Baron DOWSE.—Is that the old gentleman?—Yes, sir.

21305. The CHAIRMAN.—He said, I think, that he had not rents for many years?—He has not got the rents, and they are in dispute about it, and I believe they are trying to settle it now.

21306. By arbitration?—I believe he is leaving it to some gentlemen; but my opinion is that if there was a re-valuation of the land entirely, it would be better both for landlord and tenant, and each should have their own conditions. I think the present valuation would not be a fair criterion either to the landlords on the one hand, or to the tenants on the other.

21307. It is an uncertain valuation?—I think so. You will get holdings on one estate where one man's holding would be dear enough, while under the valuation on another holding that would not be dear at all at it. The labourers are also very bad. Those who have only four or five acres, if they were entirely done away with and get cottages, they would be better off. No man can support four or five of a family under ten acres of land. He has his time lost perpetually, and he has no profit by it, even if he had it for nothing. If he has a family and trying to keep them respectable, it is impossible for him to live without paying any rent.

21308. I suppose that in times gone by they just lived on what they raised?—Yes; they brought over rents from England, and now England is failing for the last two or three years, and they brought no money over, and then the credit from the shops was stopped. I think if they got 9s. a week at home, and if the large farmers were compelled to till their lands and employ them, the labourers would be better off.

21309. The large farmer only requires one or two?—Yes.

21310. Would there be an opportunity of reclaiming?—In the vicinity where I live there are between ten and twelve thousand acres of land that is covered with water. It is not worth more than 5s. an acre, and if reclaimed it would be worth 20s.

21311. Baron DOWSE.—Whose property is that on?—It commences with Mr. Vernon's and goes down to Mr. McDonnell's, and running along the river Clare.

21312. The O'CONOR DON.—Has Mr. McDonnell being doing anything to that lately?—Not lately.

21313. Baron DOWSE.—Do you farm any yourself?—I do—some fourteen acres.

21314. The CHAIRMAN.—What has it been reduced to?—From £28 to £21.

21315. Did you ask him for a reduction?—He made it himself.

21316. Baron DOWSE.—Have his tenants paid?—Part of them have.

21317. What would you suggest as a remedy for all the grievances of the tenants?—That a Bill would be passed, and that arbitrators should be sent down— independent men—that an independent arbitrator should be sent down from Dublin to fix a fair rent.

21318. What would you do with the tenant—would you turn him out so long as he paid the rent?—I would not turn him out.

21319. Would you allow him to sell his interest?—I would. I would allow the landlord to have the veto.

21320. Do you think that would satisfy the people?—I think it would.

21321. The CHAIRMAN.—That is the talk among them?—It is.

21322. Baron DOWSE.—You go among them?—I do, and I know their thoughts on the subject. The last thing in the world that a man wishes to do is to leave his house and home; if they had that encouragement they would do better. They go in for compensation, and the landlord loses a whole lot of money rather than pay it. On Colonel Seymour's estate there is a whole lot of money gone in this way. If there was free sale that would be prevented.

21323. And the landlord would get his rent?—Yes.

21324. The O'CONOR DON.—Has Seymour issued any ejections?—Yes. The labourers will be the worst.

21325. The CHAIRMAN.—What sort of houses have you?—Very bad houses. I call any man who has not ten acres a cottier. He must be digging it all the year round, and it is in a very bad state, and he cannot have it done properly. As to the crops, he cannot raise them properly; and any man who has not the means of keeping his farm stocked properly, and his farm properly cultivated, he is sure to fail.

21326. Do you mean under the name of labourers those who hold under ten acres?—I do; they cannot live unless they get something outside that. Unless they get some other provision for them they cannot live.

21327. Unless they could get it by going to England there is nothing for them?—There is nothing. Absenteeism has done a great deal of harm, because we have no manufactures; but the money that goes to the landlords goes to England, and all the money that goes to the merchant generally goes to England as well.

21328. You say that the farmer when improving does not feel secure?—He does not.

21329. You think that the landlords also want improvement because they don't feel secure?—That is so. This land that I am now talking of, the landlords are not getting their rents. They need two-thirds of the land to be secured in order to get a loan, and they will not do that, because they believe they would not get the rise that would be necessary to repay them for it. That is what some of the landlords have told me.

21330. The O'CONOR DON.—Do you know anything about tenants purchasing their holdings under the Bright clauses?—I don't think they care so much about that. The present agitation has risen some of that, but previous to that it was fixity of tenure and fair rent.

21331. Baron DOWSE.—You think that would satisfy them?—Yes. It was the banks that raised the value of land; and those grazing farmers are now nearly as bad as the others.

Mr. PATRICK HANLY of Moycullen, County Galway, examined.

Patrick Hanly.

21333. The CHAIRMAN.—Is it near Galway town?—Within six miles.

21334.—Do you hold land?—Yes.

21335. Yourself?—My father; he is a very old man, and I act for him.

21336. How much?—About fifteen or sixteen acres, and a tract of mountain pasture.

21337. Who do you hold it under?—Mr. Mulchinock of Dublin.

21338. What rent do you pay for it?—£14, 7s. 6d.

21339. Have you anything to say about the rent?—It is upwards of twice the Government valuation. The Government valuation is £6, and the rent is what I have named.

21340. Is there a large extent of mountain?—It is in common between fourteen or fifteen or sixteen.

21341. Is this near the village?—Yes.

21342. Is it on lease?—No.

21343. Was it on lease some time ago?—It was never on lease.

21344. And then they hold all the mountain in common?—Yes.

21345. Is there any regulation as to the amount of stock each man puts on the mountain?—No.

21346. Each puts as much as he likes?—As much as they can. It is of very great extent—about 700 or 800 acres. Some of it is good for pasture, and some of it bad—heathery and turf, part of the low part.

21347. At the end of your holding, is there a turf bog?—That has been reclaimed.

21348. As you go towards the mountain?—Yes.

21349. Reclaimed by your father?—Yes; the arable land has been reclaimed and improved.

21350. Was not it all cut-away turf or bog?—No.

21351. Who is the agent of this property?—Maurice E. Barry. He keeps a public-house in Galway.

21352. Baron Dowse.—Is he a magistrate?—No; he was a policeman.

21353. The CHAIRMAN.—And does he look well after it in the interest of the landlord?—He does; he is rather a bit harsh on the tenants.

21354. Has there been a rise of rent?—Not by the present landlord, but there was a rise in 1856 from £6 to over £14; and the present landlord wanted to take the pasture from us on which we used to graze, and when we would not give him that, he served us with notices to quit. That is about two years ago.

21355. Did he want to take it away and leave the rent the same?—Yes. Oct. 25, 1880.

21356. Baron Dowse.—And what made him stop?—He did not stop; he would not allow us to take it, but served us with notice to quit. We waited till last October, and we thought he would come to demand possession. He did not come, and he did not ask possession, and we thought he would give up then, but he served us with ejectment processes on the 3d of last January. We were all poor then, and we could not stand against him.

21357. The CHAIRMAN.—You could not afford to hire counsel?—No.

21358. Baron Dowse.—What happened?—The decrees were granted, and we served him then with notice for compensation. When he was served with the notices, he was only served two days when the landlord died. Some of the tenants accepted the terms. They got disheartened, and they accepted the terms the agent offered them; and others went away—myself was one of them.

21359. The O'CONOR DON.—What were the terms?—If the mountain was divided, it would make 60 acres to each tenant. He would only give us 20 acres each.

21360. Baron Dowse.—What became of you?—I served him with notice to claim compensation.

21361. What became of it?—It was to have come on, but in consequence of the death of the landlord it is to come on the day after to-morrow.

21362. The CHAIRMAN.—That is for evicting you?—We were not evicted yet.

21363. What claim did you put in?—£207.

21364. For what—for houses, reclamation of land, and disturbance?—Yes.

21365. Baron Dowse.—This rent is too high?—It is.

21366. Even if you had all that you had before?—It would be; but if we had all that, it is too high, we would not complain.

The witness then retired.

Mr. THOMAS DAVOREN, examined.

Thomas Davoren.

21367. The CHAIRMAN.—You are in the same village?—Yes, in the same property.

21368. What do you hold?—Fourteen acres and some roads.

21369. And part of the mountain?—Yes.

21370. And what do you pay for that?—£11, 4s. 6d.

21371. What is the Government valuation?—£5, 5s.

21372. You have had the same run of the mountain?—Yes.

21373. What have you done about your case—were you also ejected?—Yes.

21374. And have you fought it?—(No answer.)

21375. Baron Dowse.—Is your case to come on?—Yes.

21376. The CHAIRMAN.—There is nothing more than that?—About thirty years ago there was only 40 acres of reclaimed land. £60 was the rent, and it is paying £200 now.

21377. Baron Dowse.—Did the landlord ever do anything to it at all?—No, sir.

21378. Everything done by the tenants?—Except a piece of road.

21379. For the general benefit?—For his own benefit—for the use of the bogs. We used to have this for £60, and we have now to pay £200.

21380. The CHAIRMAN.—You have to pay for turf now?—Yes.

21381. In the village?—Yes.

21382. What do you think would be a satisfactory settlement?—Fair rent, fixity of tenure, and free sale.

21383. Baron Dowse.—Would you like that—a fair rent?—I would.

21384. Fixity of tenure—not to be turned out as long as you paid the rent?—Yes.

21385. Do you think you could live on it if you had that?—I might struggle.

21386. The CHAIRMAN.—What is your opinion of peasant proprietary?—I think it better.

21387. Would you like to pay more, and it be your own in the end?—Yes.

21388. Even if you paid more?—Yes.

21389. Could you pay more rent?—I don't say that, but I would try. It was not Mulchinock we had most to complain of, but this agent.

21390. Baron Dowse.—Did Mr. Mulchinock ever live in this part of the country at all?—No, sir; he lives in Dublin. He came down here once, and he said he would do whatever Barry said was right.

THOMAS HANLEY (the preceding witness).—He would not allow us the bogs, because we would not accept his terms. He would not sell us the bogs.

21391. The O'CONOR DON.—That is since you were served with notices?—Yes.

21392. Did not you till it last summer?—No, sir.

21393. Are not you in possession of it?—Yes; but we did not know the minute we would be put out.

Mr. DARBY TARPEY, examined.

Darby Tarpey.

21394. The CHAIRMAN.—Where do you live?—At Rahoon.

21395. Are you one of Miss Julia Daly's tenants?—Yes

21396. How many acres have you?—Two acres from her. She raised it up to £6, 1s. 1½d.

21397. When was the rise?—About twenty-two years ago.

- Oct. 25, 1880. 21398. You have had no rise for twenty-two years?
—No.
- Darby Tarpey. 21399. What was the rent then?—£2.
21400. Baron Dowse.—Was the rent raised after Father Peter Daly bought the place?—The rent was £2 when he bought it, and he raised it to £6.
21401. And Miss Julia has not raised it?—No.
20402. The CHAIRMAN.—Is it a very stony place? No; it is lea land.
21403. I suppose the rent is considered as being in connection with the business of the town? Do you live on it?—No.
21404. Baron Dowse.—But you don't live by it?—Yes.
21405. What do you live by?—I have other land. I have other land from the nuns.
21406. Do they treat you fairly?—They did not raise it at all.
21407. You have no complaint against them?—No.

- I had another holding from Mr. Kearns, and they gave me an ejectment process.
21408. Did you ever ask Miss Julia to reduce the rent?—I did.
21409. Did she?—No.
21410. Why do you keep it if it is too dear?—If we did not some other man would take it.
21411. Have you a house on it?—Yes.
21412. Do you live on it?—I do.
21413. Did your father hold it?—Yes.
21414. You pay the Galway rates?—Yes. I had another holding from Mr. Kearns, and they took it from me.
21415. Did they turn you out?—No.
21416. Did you claim compensation?—No.
21417. Why?—They said they wanted it for themselves.
21418. Why did you not claim compensation?—I had no money.
21419. The O'CONOR DON.—Was it a town park?—Yes.

Mrs. Bolton.

Mrs. BOLTON, examined.

21420. Baron Dowse.—You live at Blake Hill?—Yes.
21421. How far is that from Galway?—Two and a half miles from Galway.
21422. Is it in the borough?—No.
21423. How much land have you?—It is stated in my lease at 140 acres, but I got it surveyed lately, and there is only 75 acres 2 roods 38 poles. The water is measured in.
21424. You were married before?—Yes.
21425. And did your husband hold it?—Yes.
21426. Under what company?—The Alliance Company.
21427. What was the rent?—£100. It was raised to £140, and in order to get the lease I agreed to give £10 more.
21428. That made it £150?—£150.
21429. Is this Alliance Company an insurance company?—I think so.
21430. Is that too high a rent?—Far too high. I heard many people say £75 would be enough, but I feared they would not give it, and I offered £100.
21431. Did your husband make any improvements on it?—A great many—removing stones from it.
21432. Did you erect any buildings?—Nothing but out-offices—nothing we could count.
21433. Was there sea-weed on that farm?—Yes. It was of value a few years ago, but it is worth comparatively nothing now.
21434. Would it make kelp?—It would not.
21435. Would it not be of any use on the land?—But we can't sell it.
21436. You used to sell it?—Yes. There was a demand for it a few years ago for the purpose of manure, but there is no demand for it now. Whether it was that the people went out of the country or not, I don't know.
21437. How much was it worth on an average?—Sometimes £60 or £70.
21438. But is it worth nothing now?—Almost.
21439. Did you ever write to the Alliance Company?—Yes; and the agent, Mr. Dickson, of Dublin, 40 Upper Sackville Street; but got no satisfaction.
21440. Does he come down here?—He does, for rent.
21441. What did he say?—He said he could do nothing.
21442. He made a reduction last year?—He did.
21443. How much?—£75. He made the same to all the tenants.
21444. Have you made application to have your rent reduced?—I wrote to the secretary :—
- SIR,—As the time has now arrived for paying the rent of this farm, I think it a fitting opportunity to ask

you to reduce the rent to something within the bounds of moderation and reason. I am a person who has no extreme views, but to do what is right and just. I am sure your Company does not desire to place me in the condition of a pauper. I now beg to offer you £100 per annum, and I will pay the present half-year's rent at the same rate if you accept my offer.

21445. Did you get an answer to that?—I did :—

I AM in receipt of your letter of the 21st inst., and I regret to say it is impossible for the Company to comply with your proposal.
BARTHOLOMEW LEWIS.

21446. How long has the lease to run?—It is out now.

21447. How long?—Since the 1st of November last year.

21448. And then you made a special agreement for another year?—Till this November. In order that I might not claim compensation, the letter was so worded that it was a continuance of the lease for another year.

21449. Did it mention that?—It did.

21450. When will the year be up?—First November.

21451. They have refused your offer of £100?—Yes.

21452. What is the valuation?—Griffith's valuation is about £105; and there was some other valuator came some few years ago, and put on £15 a year for the sea-weed.

21453. What is the valuation as it stands?—£120. But if the sea-weed was taken off it, it would be £105.

21454. And the lease specifies 140 acres, whereas you have only about 75a. 2r. 38p.?—Yes.

21455. Do you honestly say that it not worth more than £100 a year?—I do.

21456. Has Mr. Dickson made any offer to you?—£150.

21457. The same rent?—The same rent, and he will take no less. Mr. Lewis the secretary was down here a few months ago.

21458. How long have they this property?—About the same time as we got it—about 28 years ago.

21459. They had a mortgage on it, I believe?—I heard that Lord Oranmore owed them some money, and they got it in that way. The farm is quite unprotected. There are two dangerous cliffs on the farm, and I have to keep a man standing watching the cattle always.

21460. There are no mearing walls?—Very bad ones—I may say none.

21461. Had you any attorney when you signed that agreement?—I signed it without any attorney. If I did not sign it, he said he would not allow me the half-year's rent, nor consider me a tenant.

The witness then retired.

Mr. MATHEW NOLAN, examined.

Oct. 25, 1880.

Mat. Nolan.

21461. The CHAIRMAN.—You live at Shrule?—At Cloonban, parish of Shrule, County Mayo.

21462. How many acres have you?—About $4\frac{1}{2}$ acres—not $4\frac{1}{2}$ altogether.

21463. And you pay £8, 3s.?—£8. 3s.

21464. Do you say that is too much?—It is too much.

21465. Who is your landlord?—Mr. Hackett. Some years ago—about twenty-five years ago—it was bought by Mr. O'Flaherty for £1700. He raised the rent, and sold it to a man of the name of Hackett ten years after for £4500.

21466. Has there been a rise since that?—I found that my land was only $4\frac{1}{2}$ acres; 30s. an acre was my rent. He said, "If you don't pay, I will serve you with notice to quit." I had to pay that for the last fifteen years. When I complained that I would survey the land, he always said he would serve me with a notice to quit.

21467. You say there was less land in it?—I paid for 3 roods higher than what I held.

21468. Was that by measurement?—By measurement I got myself.

21469. Is the road included in it?—No, but in the holding. I can prove that I have only 4 acres.

21470. Not $4\frac{1}{2}$?—Not $4\frac{1}{2}$. I ought to have 5 acres at 30s. an acre. I am 3 roods and 10 perches short of my holding. There is a writ now pending for three

half-years. I did not pay him for the last three gales, and I could not pay him. I was served with processes by a shopkeeper for £14, and I paid £7 of it.

21471. Did you offer to pay him something?—I did. I reduced the decree £2 a year for three years. There is £7 due still. I have five miles to go for turf, and I applied for a road there.

21472. You have not got a right of turbary?—No.

21473. And you have to pay for the turf separately?—I have. We have neither mountain nor anything like it on the land. There are fourteen other tenants on the land besides myself. There is a mile of a sort of by-lane. I live on another mile farther of the worst road in Ireland. The priest did not come for the last four years. This is on Mr. Hackett's property.

21474. Where does Mr. Hackett live?—In the town of Headford. He and his brothers live there. They are worth £1300 a year. He made it by a whisky establishment, and he would not give us sixpence worth if we wanted it. Some of the other tenants have more land than I have.

21474A. Have you anything besides your farm?—I do a little. I do a little for the trustees in clearing the river. He has risen every tenant on the property as well as myself. They offered to pay it if he would give a reduction.

Mr. FRANCIS LEONARD, examined.

Francis Leonard.

21475. The O'CONOR DON.—Where do you live?—Anglohim.

21476. What is your rent?—£16.

21477. How many acres do you hold?—Eighteen.

21478. When was your rent fixed at £16?—By Thomas Joyce.

21479. How long ago?—About forty-two years ago.

21480. Is he your landlord?—No. He is a young man like myself. He purchased this a few years ago for £3200.

21481. And then he raised the rent?—No. But he went with the bailiff on the property, and he gave the land a rise, putting all the drainage on me above all the tenants. He was the bailiff on the property; his name was Crowe, and he wanted to get my land for himself.

21482. Your holding is higher than those of the other tenants?—It is, sir. I am paying 24s. an acre.

21483. You don't think you ought to pay more than the valuation?—I think not. I don't know.

21484. Did any one tell you not to pay more than the valuation?—Well, indeed, I was told not to pay, and indeed we would be afraid to pay. I think all Ireland won't pay.

21485. Why would you be afraid to pay?—Well, I don't know. Times are very awkward.

21486. Have you been threatened not to pay more than the valuation?—No.

21487. And why would you be afraid?—I would be afraid.

21488. Baron DOWSE.—Where does Mr. Crowe live?—Anglohim, near Lough Corrib.

21489. Why would you be afraid to pay it?—All the country people will not pay, they say; and if you do it, they might injure you. They say that.

21490. Were you advised not to pay?—No, indeed.

21491. The O'CONOR DON.—No one advised you not to pay it?—No.

21492. Have you the money to pay it, if you were inclined?—I would not be able to pay all the debts, grand jury cess, rents, &c.

21493. Would you be willing to pay a fair rent for it?—We would.

21494. You call a fair rent the valuation?—This is bad land, as bad as ever you seen. Whatever way it goes, we must strive to pay it.

21495. Have you been served with any notice to quit?—No. We don't owe him but this half-year's rent.

21496. The November rents are due in May, and the May rents in November?—Yes.

21497. The O'CONOR DON.—Did you tell Sir George Young that any one told you not to pay?—Oh, well—

21498. Baron DOWSE.—You would rather be asked no questions on the subject?—Well, I would.

[The Commissioners then adjourned.]

TWENTY-EIGHTH DAY—TUESDAY, 26TH OCTOBER, 1880.

Oct. 26, 1880.

The Commissioners sat at 11 o'clock at Cruice's Hotel, Limerick—Present:—The Earl of Bessborough (Chairman); Baron DOWSE; W. SHAW, M.P.; and the O'CONOR DON.

EDMOND LANGLEY HUNT, Esq., Curraghbridge, Adare, examined.

Edmond Langley Hunt.

21499. The CHAIRMAN.—You are a landowner and agent?—Yes; a small landlord in the County Carlow; a land-agent in Limerick, Tipperary, and Carlow.

21500. And also a tenant-farmer?—And also a tenant-farmer.

21501. What is the amount of your property in Carlow?—The rental is about £600 a year. That is

Oct. 26, 1880.
—
Edmond
Langley
Hunt.

property I got with my wife. She has a share with her brother, Colonel Dillon of the 18th Royal Irish. It is a joint estate, and I come in as part owner.

21502. What is the acreage of the property over which you act as agent?—Between 2000 and 3000 acres.

21503. And as tenant-farmer how many acres?—I am managing about 800 acres of land; I am managing a good deal for my nephew, and I pay rent for about 200 acres Irish. I gave up some large farms I held last year. The rental of all amounted to over £1100 a year.

21504. Is there anything arising on the subject of landlord and tenant on these lands of which you are tenant that you wish to notice?—Yes, there is. The farm I hold now I hold from Captain Phineas Bury of Cork on a 21 years' lease. The lease will be up in March 1883.

21505. Is it any question as to what may happen on the termination of the lease?—Yes; the agent is a particular friend of mine. I am trustee of his marriage settlement. I have improved the place immensely; I got it in a very bad state. I have letters to show it was called a wilderness when I got it, and it is now very fit for a gentleman to live in. I have been warned over and over again by the agent that as soon as the lease is up the rent will be raised very considerably. At the present time I pay nearly 50s. an acre—more than the value to a tenant-farmer.

21506. Mr. SHAW.—That is per Irish acre?—Yes.

21507. Is it grass land?—No, tillage; some grass land, also some meadow.

21508. The CHAIRMAN.—During the lease you have made large outlays?—Vast outlays; I have made gardens, and altered the whole shape of the house, and made it a very nice residence indeed.

21509. How many years are to run of the lease?—2½ years.

21510. You began with 21 years?—Yes.

21511. Were there any covenants in the lease as to making improvements?—No, there were not—just the usual covenants.

21512. Mr. SHAW.—You were not bound to do these things?—Certainly not. I did them very much for my own pleasure, and to make the place comfortable. I do not object to the landlord doing what he likes with the property when I give it up to him. I am bound to give it up, but I hold myself forward as an example of what is done very often in the country.

21513. Was the house habitable?—It was scarcely habitable when I got it, and it is now a very nice residence. I should say I got £300 from the landlord to lay out upon the house, which certainly brought it to a very good state.

21514. The CHAIRMAN.—The additional improvements were known to him or his agent?—Yes. The agent is a particular friend of mine, and stops twice a year with me. Of course I don't object to their turning me out, but I simply give it as an instance of what may happen.

21515. Do you think such a state of things happening gives rise to dissatisfaction through the country?—It is not more than three weeks ago since Captain Warren, the agent, was staying as usual at my house, and after dinner we discussed this question very fully. His ideas were, and of course mine also, that I merely hired that land for 21 years, and that I was bound as an honourable and honest man, if I did not pay the increased rent, to give it up in a proper state to him. But I asked if that course was adopted with a tenant-farmer having a large family, who could not, as I could, with good means, go into Limerick, or get another residence; if he was to treat a tenant-farmer of a certain class that way—turn his family of children out on the road, as is usual in some cases, or if the rent was to be raised far and away above its value—the effect would be what we very often see in this country, that the farmer will take other means of having satisfaction.

21516. Mr. SHAW.—Is the land let high enough as land?—Certainly it is.

21517. It is merely on the improvements the advanced

rent would be put?—I asked that question of Captain Warren, and he said "No; of course any improvements you made you made for your own satisfaction, and being a very good farmer, you certainly made them pay you." He said it was on the improvement in the times since I got the lease, which I consider is a great fallacy.

21518. There is not much difference?—It is quite the other way.

21519. Baron DOWSE.—How could he separate your improvements from the farm if he was going to let it?—But his answer was I held what he called demesne lands. I feel my own position very strongly.

21520. Mr. SHAW.—Is this Captain Warren of Queenstown?—Yes; he is agent of the property.

21521. The CHAIRMAN.—Do you consider this is a place that comes under the heading of demesne land?—I do not.

21522. Baron DOWSE.—Have you ever read the judgment of Judge Fitzgerald on what are demesne lands, published in Mr. Donnell's book?—I have not.

21523. Mr. SHAW.—You made it demesne land by making improvements?—It was a fine old place; the county bounds were kept there for many years.

21524. Is it close to Limerick?—It adjoins Lord Dunraven's place at Adare.

21525. The CHAIRMAN.—You think demesne lands should not be exempted from any law that may be passed, applicable to agricultural tenancies?—Yes; but I think they ought to be properly defined, for it would be a very bad thing if all demesne lands were so. Any demesne lands let to a tenant, say for 31 years for general farming purposes, or say demesne lands attached to a house in which the owner has never lived for a certain number of years, should not be treated as demesne lands. The Bury family have not lived in Curraghbridge for over 100 years.

21526. Mr. SHAW.—It has always been let to tenants?—Yes. The last tenant that had it got into difficulties, and I then got the place; there were two years' rent due on the place. It paid then 25s. or 30s. an acre, and in the worn-out state in which it then was, it was set to me at 48s. 9d., and I improved it as I said. It was a high rent considering the condition of the land at the time. I had private means, and I wanted a residence; but setting it for farming purposes, no farmer could pay the rent and live on it.

21527. The CHAIRMAN.—You say those lands that are used in such a way as you speak of, should be exempt from any law passed, and that you have no faith in the Act of 1870?—No, not with reference to the demesne lands.

21528. Do you mean generally?—Yes, generally.

21529. Have you any reason for believing that the Act of 1870 is not of advantage to the tenant?—Indeed I have. I got a very large farm the year the Act was in course of being brought before the House, a clause was put into the lease debarring me from anything I would gain under the Act, even before the Act became law.

21530. Mr. SHAW.—When it was contemplated?—Yes, it was in contemplation then.

21531. The CHAIRMAN.—You say you have no experience of the tenant right custom of the north?—No; and I hope very much that such evidence will come before the Commission as will tend to have some sort of tenant right, such as holds in the north, extended all over Ireland, even though I am only aware from report of the great success of the custom in the north.

21532. You are aware of something like the custom—sale by tenants being allowed in this part of Ireland?—Yes, I allowed that myself on the properties I am agent over; but it only occurs when an unfortunate man is broken and owes two or three years' rent, and then the great anxiety there is to possess land will make others give such a sum as will very often pay us the rent due and give the man going out perhaps as much as will take him to the Colonies. In that way we have always allowed it, but I could prevent it if I liked.

21533. Do you think on estates where it is allowed, there is a greater feeling of security and recompense

for outlay by tenants?—I know one estate, the Earl of Devon's, which is the happiest in the south of Ireland; but then the tenants on the property are expected to buy the tenant right of those going out.

21534. That is, the tenants on the property get the first offer?—Yes, but the rule allows public auction now, and it goes to enormous prices, in fact, too great a price. The anxiety for land is so great, that the people give enormous sums for worn-out bad land.

21535. Do you think if there was more opportunity of buying, by the great landlords allowing this system, the demand would not be so great?—I hope sincerely there will be free sale of land after this Commission send in their report—free sale of course under certain restrictions.

21536. Baron Dowse.—Giving a reasonable veto to the landlord or the tenant?—Yes; but giving a reasonable one: it is so very hard to give that, and I am not prepared to say what it is to be.

21537. Mr. Shaw.—You think if a man has money enough, that that should be the fair test?—I think the tenant in possession should be encouraged. I have gone in for tenant proprietorship to a certain extent.

21538. The Chairman.—Have you considered the question of peasant proprietorship?—I have.

21539. Have you had any experience of it?—No, I have not—except my own feelings of what a great power and happiness it would be to a man to feel he was working on his own land. The Irish have such a love for land, it would be most beneficial to the country.

21540. Would that be with the view of assisting them to become peasant proprietors by purchase, and not by compulsion of the landlord?—No, certainly not compulsion. My proposition is, that the Government should step in occasionally and buy estates in the Courts—that the Government ought to purchase and sell to the tenants.

21541. The O'Connor Don.—Do you say they should always do that when an estate is to be sold?—No, not always; but whenever they found an estate suitable for the purpose. If that plan was adopted, it would increase the value of Irish property very much.

21542. Baron Dowse.—Don't you think some attention should be paid to the man himself—whether he is anxious to become a peasant proprietor, and whether he is an industrious man?—Certainly; but unless you had a Commission through the country to take the characters of these men, how would it be done?

21543. Would you require him to have a sufficient amount of capital to pay the purchase-money?—But I know people who buy lands and go out and borrow the money at 20 per cent. for that purpose.

21544. Mr. Shaw.—And succeeded in the end?—And succeeded in becoming bankrupts.

21545. Some of them succeeded in the end?—No; I should say few, very few. Lands in the good part of the country are seldom sold at all; it is generally worn-out farms.

21546. Chairman.—Are you much acquainted with the tenantry through the country?—Very extensively. I am a very large employer, and had 600 men employed at work this summer.

21547. Are these of the labouring classes?—Yes.

21548. Have they cottages?—They have very few cottages at all. They are the worst-off people in the country. It would be very advisable that the Government, in the present state of the country, should try and keep the labourers as much as possible free from falling in with what is going on amongst the tenant-farmers at present. There is a considerable struggle to get labourers to join this unfortunate agitation going on now. I have principally employed the people up in the rich lands. The lower order of labourers dislike the farmers—they seldom employ them; but now they are offering inducements to the labourers to join them in this movement, and therefore I think it would be advisable to keep them well employed this winter, until this matter blows over, as it will if a fairly good Land Bill becomes law. The only way to do

that is to do what was done last year, to give very extensive employment. If they are left idle during this winter, it will be a very serious thing.

21549. Are these labourers men holding under the farmers or small farmers, or members of their families?—Great numbers of them are living in the villages, in wretched cabins in that rich land. The farmers never think of giving them a bit of land; and if they do give half an acre for planting potatoes in, they charge £14 or £15 an acre for it.

21550. Are they holding under the farmers themselves, or do they pay rent to the landlord?—They never hold except a house and 5 or 6 perches of land.

21551. Given as part of their wages?—Sometimes they charge them exorbitant rents.

21552. Mr. Shaw.—They generally live in the villages?—Yes.

21553. Chairman.—And in the villages they are not tenants of the farmers?—No; they pay rent for the house to whomsoever the landlord may be, and generally these villages are built upon the property of the proprietors round about.

21554. I wanted to know whether the labourers were on the farms of the farmers who employed them?—I have had men who were the sons of herdsmen. Some farmers paying £400 or £500 a year rent, would let their herdsman's son come to me, and only keep one man themselves to look after the cattle; they will not give employment, and the people know that very well.

21555. Mr. Shaw.—It is all grass land?—It is, beautiful land, the best in the world perhaps.

21556. The Chairman.—They are the largest farmers?—Some with 25 acres, and some with 200 or 300 acres. The land is very cheap there, comparatively speaking—£2 to 50s. an Irish acre.

21557. Are they an improving class?—They are not an improving class. Farming such rich lands, they do not find it necessary to work hard.

21558. Do you think that arises from their being able to make their way on good land easily, or from want of confidence?—I don't think it is want of confidence there.

21559. Baron Dowse.—They are dairy farmers?—Yes, I think we have the labouring classes on our side up there.

21560. The Chairman.—With the smaller tenantry on inferior land, is there a feeling of insecurity as to making improvements?—Certainly.

21561. That they will have to pay for them in some shape?—Yes.

21562. Mr. Shaw.—They don't build houses?—No, they never think of it. The act of 1870 affected them very much, for the landlords and agents used to encourage improvements, but now they do not as a general rule.

21563. The people are pretty well off, and could spend their own money if they had security?—Certainly, I think the want of security is the great evil at present.

21564. Baron Dowse.—They are afraid of the rent being raised on their own improvements?—As a rule it is always done with a certain class of landlords; it is more with the new class of landlords—people who buy land for the purpose of getting the highest possible interest for their money.

21565. The Chairman.—Are these tenants willing to take leases?—No, they are not caring for leases now.

21566. They trust to the remedy of the Land Act?—No, I don't think they care a pin for the Land Act. I don't find any of them caring three straws for it.

21567. They are looking for something better than a lease?—They are always in a state of chronic agitation.

21568. Expecting perhaps tenant right?—Expecting one time Home Rule, and at another repeal of the Union, and now some of them hope for the total annihilation of landlords altogether.

21569. Is that the case with well-to-do tenants?—No. Well-to-do tenants here are just as loyal as they are in any other places.

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21570. In spite of this good land, are these people badly off?—No, I think they are very well off as a rule.

21571. And yet they are dissatisfied—with what?—I would not say from what I know of the people privately that they are in reality dissatisfied, but they join in this cry because they think they will gain something in the end by joining in it.

21572. Mr. SHAW.—There is something wanted evidently?—There is something very badly wanted.

21573. And it is human nature to cry for something?—Yes, there is something very badly wanted, and something must be done or we will have rebellion.

21574. Baron DOWSE.—Do you think that if provision was made that a man should have his farm at a fair rent, not to be turned out of it as long as he paid it, with free sale, that that would be a satisfactory arrangement?—The right of free sale should be very well considered, because some of the landlords have made improvements with their own money.

21575. But that could be taken into account in fixing the rent. Suppose all these things were taken into account in fixing a fair and just rent between man and man; that the tenant should be allowed to hold as long as he paid the rent and did not sub-let; that there was free sale with a proper veto to the landlord: would that not be a wise arrangement?—I think it would be almost impossible to do that.

21576. Mr. SHAW.—What would be the impossibility of it?—That is a question that would take a great deal of consideration. I think that would be a splendid settlement if it could be arrived at.

21577. If it could be, it would be a splendid settlement?—Yes.

21578. And give everything that ought to be given to satisfy the people?—Most decidedly.

21579. The O'CONOR DON.—The great difficulty is to arrive at what is a fair rent?—Yes, to do fair justice between landlord and tenant; for although my evidence is much in favour of the tenant, I still consider there is a number of excellent landlords who must be protected, and I don't think everything should be in favour of the tenant.

21580. Mr. SHAW.—That would be in favour of the landlord, and secure his rent?—I think it would be. I have spoken to many landlords who would be satisfied if they had any security for their rents.

21581. Baron DOWSE.—Tenant right is that the tenant shall hold at a fair rent, and shall not be turned out as long as he pays it, and shall be at liberty to sell his interest. You say you would like to see that extended to the rest of Ireland?—Most decidedly.

21582. Do you see any reason why it should not be done?—No.

21583. If the Legislature is strong enough to do it, and if it wishes to do it?—Yes.

21584. And if the House of Lords has a little common-sense?—I don't see why it should not be done, but sometimes there are office regulations which would cut away all the advantage.

21585. The CHAIRMAN.—But the real point is security and fair rents—have you any idea of the way to arrive at fair rents?—I propose arbitration by the Government, and the selection of these valuers by the Government is the great difficulty—that they should not be selected as men possessing the ear of those in power, that they should not be appointed as men recommended by a certain class of politicians, but as men who really knew their work.

21586. Mr. SHAW.—They should not be local men?—They should not be professional men, such as engineers, who have very often little practical knowledge of the working of land; they are very often appointed, and, except to make a good map, they know nothing about the matter. To select proper valuers is the great question.

21587. Have you any views as to the present poor law valuation as regards rents?—In these very good lands I speak of the poor law valuation is extremely low, because at the time it was made the price of butter especially was very low. The land where I

live now is a tillage country very much, and the valuation is entirely too high on the tillage land. I don't think the valuation is any criterion now. I go entirely for a new valuation of all Ireland.

21588. It is not only irregular as regards different classes of land, but even as regards the same class of land?—Most irregular. It was made very often by people who did not understand land at all, and often valued off a car on the road.

21589. You look for a re-valuation, and you think that that should in the first instance be through arbitration?—I think through independent Government commissioners. That would not shut out arrangements between landlord and tenant by agreement, or even by arbitration at home, if they did not agree. I think if the Ulster Custom was extended to all Ireland, that valuation would be necessary as well as a valuation of the different improvements on the different farms, before the value of the tenant right is decided upon, for the reasons before stated.

21590. You don't think it would be necessary in the first instance to have a general valuation of all Ireland? Would it not be sufficient to leave the landlords and tenants to agree if they could, apart from the Government valuation, the Government valuers only to be called in in the event of either party wishing it?—Well, I do not think it would be sufficient, because that made the difficulty that runs through all my answers—that there are some landlords and agents who are perfectly safe, and in whose hands everything might be left, but that it would give landlords of the other class I spoke of power to crush their tenants.

21591. No. Let the landlord and tenant see if they can agree, and if they do not, and do not have a private arbitration, then either of them may claim a public arbitration by Government officials, or something of the kind; it would leave the tenant open to hold his own on the question of the rent?—Up to the present it did not do for the tenant to hold out against the rent, for there was such competition if he did not give what was asked, some one else would.

21592. The farm could not be put up for competition?—But competition has always been got up in a quiet way.

21593. The CHAIRMAN.—That is only when a farmer is evicted; but there should be a provision that the landlord should not avail himself of the power of eviction pending the settlement of that question, if it was introduced?—My experience is, that before the lands are out of lease, the rents are very often arranged between the tenant in possession and the agent—that is, on the properties I refer to, not on the well-managed estates—the rents are raised two years before the lease expires, and the world hears nothing about it.

21594. That is a question arising from leases running out, or in the cases of yearly tenants that is forced upon them by fear of eviction?—Decidedly so.

21595. But suppose Parliament were to introduce a new system of tenant right, to be based upon a new scale of rents valued by a public officer, and that the landlord was not able in the meantime to put the tenant out?—It would be very well to give the landlord, agent, and tenant power to settle the rent if they could agree; it would save a great deal of litigation.

21596. And save the necessity of a general re-valuation all over Ireland at the same time, which would be a source of great expense?—A general re-valuation must be made before many years are over.

21597. In order to have a fair Government valuation, do you think that will be necessary?—Yes, I think this valuation of Mr. Griffith is now taken very unholy advantage of. It has got fixed upon the mind of the people, and it will be very hard to eradicate it. They are refusing to pay rents altogether in some parts of the country.

21599. Have they refused you?—*In toto*.

21600. The O'CONOR DON.—Unless you took Griffith's valuation?—Yes; and on our property in Tipperary they refused to give anything, even Griffith's valuation. The son of one of my own tenants stood

up at a public meeting, and proposed that landlords and agents should be got rid of altogether. That is one of the largest tenants.

21601. Mr. SHAW.—Generally in Tipperary the rents are well paid?—I don't know that they are. Certainly not in mountain districts. They are very well paid in Limerick.

21602. In the County Limerick?—I think so.

21603. They are very poor in these mountain districts?—No, they are much better off; they pay bulk rents.

21604. Do you mean by the mountain district, up towards the Galtees?—No, up towards Newport, Borrisoleigh, and Nenagh.

21605. The CHAIRMAN.—As to the purchase of holdings, you say you would give every facility to the tenant to purchase the fee of his land at twenty-six years' purchase on a new valuation of them?—Yes; I desire very much a new valuation.

21606. That valuation to be made by Government officials?—Yes.

21607. And that the Board of Works should advance three-fourths of the money at a rate of interest which would pay off the principal and interest in thirty-six years?—Yes.

21608. No interest to be paid on the loans for the first three years?—Yes.

21609. That is to give the man an opportunity of settling in his holding?—Yes; if he was obliged to borrow portion of the money, it would go hard with him.

21610. Mr. SHAW.—You would only postpone payment?—Yes.

21611. You would not forgive him three years' interest?—No. I think it is a very bad plan to forgive it.

21612. The CHAIRMAN.—You think the Government ought to buy up estates in the market from time to time?—I think it would raise the value of Irish property very much, for it has got into such a wretched state that it is not even security for money now.

21613. And that they are to select estates if possible where there are tracts of waste land that might be reclaimed?—Yes, they would have a double object there—giving large employment to the people in the coming winter, which will be absolutely necessary for the purpose of meeting distress and keeping the people quiet.

21614. Do you think if anything is done to get the country quiet again, it should be by giving the landlords loans for work?—Yes.

21615. If there is objection to the Government buying up land, the question is, whether it could not be done equally by inducements to the landlords to take up this reclamation for themselves?—Yes, it was taken up very largely last year, and I think it would be taken up more this year, as it is better understood. Vast good has been done in the country by the money the Government gave last year.

21616. Mr. SHAW.—I suppose you are draining the land with these people you employ?—Very largely.

21617. Is it land in your own hands, or tenants' lands?—I am draining very largely for Lord Fermoy, Mr. Maunsell of Dublin, and Lord Gillimore. In some instances the landlords are not charging the tenants anything. They prefer giving the money to men whom they know, and in some cases the tenants laid out the money very badly.

21618. In no case do they put on more than they are charged by the Government?—No. In Lord Gillimore's case he has forgiven the whole of it to the tenants.

21619. The CHAIRMAN.—In these cases of purchase by tenants, what is your opinion as to alienation and assignment, which are forbidden at present?—I think I could not object to let them divide the land between members of their own family, but I would not let them sub-let, for they make the worst class of landlords in the country as a rule.

21620. Would you limit the size of the subdivisions?—I think I would. I would not let them go down too small; they would become cottiers again, and they

would do away with the good of having respectable tenant proprietors. If a man had 100 acres, and he divided it amongst eight or nine sons, they would become cottiers again.

21621. What would be your opinion of the size of the farms?—About 200 acres?—About 200 acres of bad land. I think in that rich land a man could be comfortable on 40 or 50 acres; on tillage farms they ought not to have less.

21622. Do you think it would be better for them if they were put into these divided farms, or that they should continue in the good farm, the father being thus enabled to send them out with something in their pockets?—I believe it would be better to leave the land to the eldest son. I am a younger son myself, and I think it was a wiser thing to send me on the world with something in my pocket. If the land was divided amongst six or seven sons, the old estate, instead of continuing, would go to small people.

21623. Under the present rules of the Board of Works, subdivision and sub-letting are entirely forbidden until the loans are paid off; but in addition they forbid alienation and assignment: would you forbid a man assigning the whole?—No, I would not, subject to the loan. Of course the Government would have an officer in each place to see how it was done, and that their interests did not suffer by the alienation.

21624. Do you see any objection to sub-lettings of the entire holding?—I would if that would get rid of the tenant proprietorship. I wish to make tenant proprietors for the purpose of trying to make the people more loyal than they are. That is my main object.

21625. Do you think there is any land to any great extent that is capable of reclamation?—Thousands and hundreds of thousands of acres.

21626. Is it in the hands of single proprietors who could undertake to see the improvements carried out, or is it amongst a number of proprietors?—A great deal of it is in the hands of large proprietors. I wish to allude to a place between Athy and Kildare where there are large tracts flooded. Of course in other counties there are places that could be made out.

21627. But most of that land is in the hands of tenants at present?—I suppose it is.

21628. Baron Dowse.—I have often seen the place you mention under water.—Yes.

21629. CHAIRMAN.—That has arisen from the level of the river?—I think the Government should take up the sinking of these big rivers. They could do so with great good to the country, and that would give the landlords and tenants the advantage, which they have not at present, of an outfall.

21630. The O'CONOR DON.—Could that not be done by local drainage boards?—They won't go in for that very extensive work. Our local boards find when the engineer goes out, that the work which they imagined would only come to £10,000, increases in expense as they go on.

21631. Do you think the Government could do it cheaper?—That would depend very much on those who had the carrying of it out for the Government.

21632. As a rule, is Government work done cheaper than work by local boards or private proprietors?—I think the Government work is generally well done, but they generally employ such a number of people at salaries. I am afraid they appoint too many persons.

21633. Isn't it a fact that work done by Government is very expensively done, and costs more than works done by individuals or local boards?—Most decidedly. I can always make very well by taking large contracts at these Board prices.

21634. And the drainage of these rivers can be carried out better and less expensively by local boards? I find by experience that landed proprietors are afraid to go in for such enormous sums as are required for these works. You won't find proprietors who will make their estates responsible for the large sums required.

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21635. Are you aware there is at present one drainage district formed for 100 miles in length under a local board?—No, I am not.

21636. Mr. SHAW.—You mean that it should be compulsory that the Government should compel this to be done?—That has been advocated by a good many, but I don't like to advocate compulsion.

21637. Or give facilities to individuals?—Yes, I would be more for giving facilities than forcing people.

21638. Or if there was a land commission, they could buy these lands and let them out to tenants?—That is what is in my mind.

21639. The O'CONOR DON.—You think that would pay?—You would have thousands ready to take these farms as soon as they are ready to let.

21640. What would you do with the present occupiers?—I go in for waste lands that are in the hands of landlords at present.

21641. Baron DOWSE.—What do you call waste lands?—I call cut-out bog waste lands.

21642. The O'CONOR DON.—Are not these usually in the occupation of tenants in some shape or form?—No, not as a rule—they have commonage over them. There is a cut-out bog of 80 acres at Rock Barton. Lord Fermoy got £1000 to level and drain it. I put 4000 barrels of lime into it. It was only valued at 5s. or 6s. an acre when he commenced it, and now a tenant has offered 50s. an acre for it.

21643. Baron DOWSE.—We had evidence yesterday that there was a lime-kiln in the middle of a cut-out bog, and although they put down a railway and all that, it was a failure.—As a farmer I have managed bog land. It is the most valuable land in this county if reclaimed—cut-out bogs with 8 or 10 inches of bog soil with mud sub-soil.

21644. The O'CONOR DON.—You referred to the drainage of a particular river. Is the land there in the occupation of tenants at present?—That is a matter I have not gone into.

21645. Assuming the land that could be benefited is in the hands of tenants, how would you get rid of them?—I would purchase in the first instance from the proprietors.

21646. What would you do with the occupiers?—I would give them their land afterwards as peasant proprietors, on the principle I mentioned.

21647. Mr. SHAW.—Do you think they would be able to pay for the extensive drainage carried on by the Government?—Yes, most decidedly, the land would be so much improved.

21648. Do you think there would be no money lost on it?—No, I don't think there would be in the long run.

21649. Or that the English tax-payers could not lose in the long run?—No; my object is double—to

have the lands now waste support more people, and have more people occupied with what they love—the land.

21650. Improve the position of the people and give them larger space?—Yes. I was in Australia for years, and I never met an Irish tenant farmer who would not sooner be at home, even though he was better off in the Colonies.

21651. Are there periodical valuations on the properties you manage?—I am agent for my nephew on one estate, and we never raised the rents.

21652. Not in your memory?—No, not in my father's or great-grandfather's time, and it was on that very property this man spoke last week and said all landlords and agents should be got rid of.

21653. On the properties you are acquainted with are there periodical valuations?—No, there are not.

21654. On a change of tenancy I suppose there is a change of rent?—As I said before, that is done very quietly. You see the rents raised and raised, and you find it hard to know how it has been done. The tenant must arrange it as a matter of fact.

21655. He has no option but pay it or go out?—I know one instance which has come under my own notice. I knew a case where the father held 35 acres; he was a very old man, and the son got married and got a small fortune of £100 with his wife. The father made over the lease to the son, though he was bound not to make it over. He made it over for the purpose of having the son get this small fortune. The agent and landlord came to find this out, and they immediately served a notice that unless the son paid an extra rent and gave £100, he would be ejected for non-title. The man gave the £100, and has promised £10 more on the rent. That has occurred within my own knowledge lately—three or four years ago, and that is known over the whole country, and creates a feeling of insecurity, and it is well known. I will have to pay more rent or give up my place. And they point out Mr. Hunt, one of the landlord class, and say, "If he is treated that way, how will we be treated?" I think the feeling of insecurity is real, but a great deal of it is imaginary also.

21656. They imagine it might occur in their own case, every one?—Yes, on the death of an excellent landlord, who knows what his son may do?

21657. The CHAIRMAN.—You said you were agent for 3500 acres?—Agency and management, and lands I have in my own hands.

21658. Have you the management of other lands?—I am laying out loans under this Drainage Act for Lord Fermoy, Lord Guillamore, and others.

21659. Mr. SHAW.—You are not his agent?—No.

21660. He has considerable property in Limerick?—Yes.

William
Bolster.

Mr. WILLIAM BOLSTER, examined.

21661. Baron DOWSE.—Where do you live?—In the County Limerick.

21662. In what part?—About 12 miles from this, middle-way between this and Charleville.

21663. Are you the gentleman whose name we see associated with the Tenant Right Association?—Yes.

21664. Are you president, or vice-president, or secretary of any of these tenant right associations?—I have been president of the Limerick, Clare, and Tipperary Farmers' Club for twelve years. I resigned the position, and it is now held by Mr. O'Flaherty, who attends with me here.

21665. Is that club still in existence?—It is, with this exception, that a fortnight ago they transferred themselves into a Land League.

21666. It is now called by the name of a branch of the Land League?—Yes.

21667. Are you a member of that?—Yes, as a member of the club.

21668. Are you a member of the council, or merely an ordinary member?—Merely an ordinary member.

21669. And you were formerly chairman of the association?—Yes.

21670. And it took in these three counties?—Yes.

21671. Then you naturally have a good deal of knowledge of the land question in Ireland?—I am a farmer.

21672. How much land do you hold?—about 200 Irish acres under Lord Emly, within four miles of Limerick.

21673. Are you entirely a tenant?—Yes, I am only a tenant.

21674. Has there been any increase of late years in the rent of the various holdings in the County Limerick and other counties with which you are acquainted?—Several.

21675. Is the tendency to increase the rent?—It has been the tendency all along to increase the rent, and latterly to force leases.

21676. Does that increase take place while the tenant remains in possession, or upon a change in possession?—In many cases I am acquainted with, particularly in Limerick, the rent has been put on in such a way in the office of the agent, that the public actually don't know what occurs there, and the tenant is afraid to admit it.

21677. Even on the same tenant without any change of tenancy at all?—Yes.

21678. Has the general tendency been to increase the rent?—Certainly.

21679. It is not confined, you say, to a change of tenancy?—Not always.

21680. The same tenant may remain in possession, and an increased rent be put upon him?—Yes, that invariably happens.

21681. Is that man, so far as he consents to that increase, acting as a free agent?—I don't believe he is, because he has no other resource—to accept the rent or go away.

21682. He must either give up the land——?—Or sail.

21683. He has nothing else to go to?—No.

21684. Is that general?—Very general, I fancy.

21685. Has it been of late years more than before?—It has been increasing.

21686. Has there been any change made in consequence of the bad times for the last three years?—In some instances there have been abatements, but really abatements never compensated the farmers in any way for the loss they sustained—10 or 25 per cent. could never compensate a man for the losses of the last three years.

21687. Who makes the improvements on the farms?—As a rule the tenants.

21688. Who builds the houses?—The tenant. I know of very few built by landlords.

21689. The tenants build the houses: do they make the fences?—Yes, they do everything as a rule.

21690. And the landlords, according to your experience, do nothing except in the shape of arterial drainage?—They have taken loans from Government and carried on drainage. In my own farm, for instance, I got £500 from Lord Emly when I first began farming, and that was laid out on drainage, and the percentage of $6\frac{1}{2}$ I had to pay.

21691. When these arterial drains are made by the landlord with money borrowed from the Government, does he add to the rent the interest he pays?—He does. I had a lease at the time. I think the general rule is that the land is improved; the tenant pays the percentage, and, as a rule, the rent is increased.

21692. Are the roads made by the landlords?—Oh no.

21693. Do they make the farm fences between one farm and another?—The landlords do nothing in that way. In my exact neighbourhood, outside my boundary there is a large property belonging to two or three proprietors, and there is a narrow boreen which for nine months of the year generally contains 4 feet of water; there is only room for the bare car to pass there, there is no room for another car. It is sunk down in many places 10 or 15 feet in depth. And I know a tenant on that estate, he happens to be a dairyman, he has some of this land, and Mr. Synan went to buy a rick of hay from him, and Mr. Synan's nephew came to buy it, but when he looked at this road, he said, "If I got it for nothing I could not bring it out of this passage."

21694. Who should set that road right?—The landlord. There are three or four of them. There is Dr. O'Brien and the representative of Dr. Nolan. From the public road you can get into this man's property by passing over the fields, if there was a right over my farm, but there is not.

21695. Are these leases made for the purpose of depriving the tenants of the benefit of the Land Act?—It is for that purpose they are made. The Land Act has been rendered altogether useless, by allowing

the landlord to contract the tenant out of the improvements. Oct. 26, 1880.

21696. The CHAIRMAN.—Do you mean leases for a term or for a year?—Generally for twenty-one years. William Bolster.

21697. Baron DOWSE.—You would be in favour of preventing a tenant contracting himself out of the Act, no matter what size of farmer he is?—Yes.

21698. And there is no foundation for the argument about a tenant over £50 a year—he requires the protection of the law all the same?—His liabilities are a great deal more, and I consequently think he requires the same protection.

21699. And you would give it?—Certainly. He has more capital sunk, and all that, and it should be protected.

21700. Do you think there is a want of a sense of security at present?—Certainly.

21701. Has the Land Act conferred any benefit at all on them?—It has conferred a benefit on the very small holders who are ejected; they get seven years' compensation. But then, unfortunately, when the case comes into Court, the landlord trumps up some case of dilapidation. The tenant in that position has not his farm in that condition in which you would imagine a tidy farmer would keep it, he is too poor for that, and then this thing is trumped up, and the compensation is cut down to the smallest sum.

21702. Don't you recognise the benefit at all events in the Act, that it recognises the interest of the tenant in the soil to some extent?—I believe they would have been better off without the Land Act. I think it has broken a great deal of the confidence between landlord and tenant. We have many good landlords, and heretofore they very often assisted the tenants in many ways, but they would not do it after this Act.

21703. And since the Land Act have they continued to give assistance?—Discontinued it altogether.

21704. That evidence is only confined to your part of the country?—It is confined to the south generally.

21705. You know Limerick and Cork counties?—Yes; I know nothing about the north.

21706. Suppose the tenant was allowed to hold at a fair rent, and that he was to hold it without being turned out except for non-payment of rent, with liberty to sell his interest to any other person when leaving, would that be an advantage?—I think it would be one of the greatest blessings ever extended to this country, and tend to make us in every way industrious, loyal, and thankful people.

21707. Do you think anything short of that will ever settle the land question?—No. We conceive the landlord has a right to a fair rent, and he has no right to more, and it is the intention of every well-disposed man to give him that fair rent, and that as long as he has paid that he has as much right to live on the soil as the landlord himself.

21708. In many instances that could be settled by the landlord and tenant without trouble at all?—In very many cases it could.

21709. And if not you would have arbitrators?—Yes.

21710. How would you manage that?—I would have three or five or any number of practical men of superior position, but I would not have theorists. I would have men who knew a plough and how to follow it; and I would have these men above suspicion. Of course Government officials, I presume, they should be. And I would go further, for the protection of the tenant as well as of the landlord, that if these men made mistakes—we may all make mistakes—I would have no objection to an appeal.

21711. To what tribunal?—To a judge.

21712. To a County Court judge or the judge of Assize?—The County Court judge would be the cheapest.

21713. Suppose the landlord and tenant agreed, in many instances the rent might remain as it is. Suppose the landlord appointed one person and the tenant another, and that they selected an umpire, would that

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not be a reasonable way!—That would be better; it would save all expense.

21714. And then supposing they did not agree, you could have some Government official, thoroughly conversant with the subject?—Yes.

21715. Would that settle the rent for any time, or would you have a periodical valuation, or allow the landlord and tenant at any time to question it when either of them made a requisition to have the valuation readjusted?—It is very hard to give an opinion on that. I think in guiding them, in twenty-one years' time or any number of years devised, if things got up wonderfully high, it would be only fair that they should consider the market notes on which the rent was first fixed and the market notes at the time when they wanted to change the rent, and that the landlord should get a percentage of the advantage by an increased rent, and in the same way that the tenant should get the advantage if prices came down.

21716. Then a fixed period of years would be reasonable?—Yes, I think so.

21717. That being done, the tenant could rest secure there would be no disturbance as long as he paid that rent?—Yes; and it would be an inducement to him to make the soil produce more than at present, because he would expend capital on it, believing the soil was his own.

21718. As to subdivision and sub-letting?—I would not allow that except I held a large tract of land as a farmer—say 400 or 500 acres. It would be a hardship there to me if my child wanted to get married, to say that I would not have power to give him something.

21719. You would not do it without the consent of the landlord?—I would in large cases.

21720. You would not have these very small men?—No, I would not go below 30 or 40 acres.

21721. That being so, you would give the tenant liberty to dispose of his interest if leaving?—Yes.

21722. Would you give the landlord a veto on the tenant?—I don't think it would be fair to ask the landlord to accept a tenant unless he was a *bona fide* tenant and a man of respectability.

21723. Do you think that would give security to the tenant?—Decidedly.

21723A. And that it would satisfy people who could reasonably be satisfied?—I think so.

21724. Have you ever turned your attention to the question of peasant proprietors?—Yes.

21724A. And what do you think with reference to what are called the Bright clauses of the Land Act, for the creation of a peasant proprietary?—I don't think they are sufficiently extended to be of much use. I think—this is my private opinion—we should have security at fair rents, with the right of sale to respectable men, and with that an extension of the Bright clauses. Whenever the property comes into the Incumbered Estates Court, or the Landed Estates Court, or the landlord wishes to sell, I should have the privilege of buying my farm with money from the Government, to be repaid in a certain number of years. With that in time my grandchildren might live to see a peasant proprietary growing up.

21725. You would not force it?—No, except a property was in the Court to be sold, or the landlord wished to sell.

21725A. You would not take it from the landlord against his will.—Certainly not. That is my private opinion.

21726. Do you think the other matter would be very beneficial—what is called the three F's?—Yes, that is my idea. That was Mr. Butt's opinion, and he was a great friend of mine. I believed in him.

21726A. You would not think it a reasonable thing to expropriate the landlords?—I would not, I must say.

21727. Have you known any instances of purchases by tenants of their holdings under the Church Act?—I have known instances, but I am not very conversant with them.

21727A. Then you have no practical knowledge of the matter?—No.

21728. Did you ever turn your attention to the reclamation of waste lands?—Yes, I have thought a good deal over it.

21728A. Do you think any measure of that kind would be conducive to the settlement of the country?—I believe for those parts of the country that are suffering so much, it would be of advantage if the Government took up some of these waste lands, and put the people on them who are now squatted in Connemara, where they could not exist if they had the land for nothing. If you created peasant proprietary on these lands, it would be a great idea.

21729. That would be waste lands not in the possession of any particular individual? You would not turn out a man for the purpose of making his land better, and giving it to some one else?—I would force the landlord to reclaim waste land where he has it.

21729A. Suppose he has not the money?—Let him sell it; he has no right to have it unless he is able to manage it.

21730. Does the labourers' question press for settlement at all in this part of the country?—Very much, just as much as the farmers'.

21730A. The labourers and farmers very often have not the same interest?—Their real interests are the same, or ought to be.

21731. But personally they have not the same interest?—No, they have not.

21731A. What should be done in reference to the labourers' question?—I think the Irish labourer is the worst treated man in any part of the world. I think the slaves in South America are better off; they are better fed, and better housed, and better clothed. I think the labourers, in consequence of what they call the clearance system, have been all swept from the rural district, their cottages levelled, not with the consent of the tenant, but by the power of the landlord against the tenant's wish. In my district there have been tracts cleared, and these people have been driven into small towns. I know cases where there are thirty beds in one room—men and women all mixed up together.

21732. Labourers?—Yes.

21732A. What wages do they get in your part of the world?—They vary; at present the wages are about 2s. a day.

21733. The whole year round?—I pay 7s. a week all the year round, with a house and a bit of vegetable ground. Against my consent, they keep goats; however, the necessity arose so much that I must give them the grass for a couple of goats, although they are injurious things; for this reason, I live in the midst of milk and honey, I may say, with all dairymen around; and if a labourer was to pay 5s. a pint for milk, they would not get it. They give it all to the calves, and don't sell it. Another barbarous thing is to see the little child with a brandy-bottle under her arm, with bread for her father's dinner, and in the bottle there is coffee or tea without milk.

21734. Mr. SHAW.—Is that common?—It is universal.

21735. And the people cannot touch the milk?—They would sooner give it to the calves. It is very dear at present.

21736. BARON DOWSE.—What should be done with the labourers?—I think he should have a cottage and a vegetable garden, and that he should have the privilege of having the milk of a cow.

21737. But who is to give him that?—I think the farmer should give it at a fair rent. Of course I would have no objection to give him half an acre at the rent I pay myself. I would have no objection to help him to improve and have a cow, and to assist him in that way.

21738. Suppose a farmer does not want labour—he has labour in his own family?—Then he would not want labourers at all.

21739. And it is the farmer who wants labour you would make do that?—Yes.

21740. Is the farmer to give him a cottage?—Yes.

21741. In consideration of what the farmer gets himself, he should do something for the labourer?—I think so; they ought to feel in proportion for the labourer.

21742. If there is no benefit conferred on the farmer by this, how could you force the farmer to build cottages by law?—Unless it could be done by law, it won't be done.

21743. Mr. SHAW.—If he has a labourer employed, he is supposed to want him?—If he is obliged to employ him, he wants him, and then I would compel him to provide for him.

21744. BARON DOWSE.—At the end of a week he may quarrel with him and turn him out?—Yes. That is a difficulty too.

21745. If the farmer gets something, he should give something in return?—Yes.

21746. The CHAIRMAN.—There is a disinclination in many parts of the country to employ men all the year round?—There is. They sometimes want a herd, and they don't wish to take a man and pay him every day. That is not the objection of the tenant to employ the man all the year round; he only employs him from hand to mouth merely to save his harvest, and the moment that is done, he does not think of improving the land, because he fancies the improvements he makes will be valued on him, and he dismisses the labourer for the rest of the year.

21747. You think want of security as to improvements affects the labourer as well?—It tremendously affects him. From this day forward until early spring again, hundreds of men in my neighbourhood will be all idle more or less.

21748. Until the spring work begins again?—Yes.

21749. As to the habitations of these labourers, isn't that looked into by the sanitary authorities?—It is supposed to be done, but they don't go into the whole thing as they should; if they did, they would tumble down all the cottages in the country.

21750. BARON DOWSE.—And leave them without any house?—Yes. I belong to a sanitary board myself. The magistrates are very lenient in carrying the laws out, and the poor man puts back the pig again.

21751. The CHAIRMAN.—They are very unreasonable before the officers report them?—Yes.

21752. Mr. SHAW.—Do any of them be compelled to make the houses habitable and sanitary?—Yes. I know one man on a large property in my neighbourhood who has been summoned to throw down his house, but it is up still; and the agent and landlord promised our Board to give the man £5 if we threw down the house upon him. I was chairman at the time, and I said "No, we'll do nothing of the kind."

21753. He wanted to get rid of the thing?—He wanted to get rid of the responsibility.

21754. BARON DOWSE.—And of the odium?—Yes. This man pays no rent. He has the fee-simple of it almost.

21755. The CHAIRMAN.—He is a peasant proprietor?—Yes.

21756. You spoke about compulsory payments to the labourer. Do you think it would suit to have any interference as to the payments the farmer is to make to the labourer, or whether he shall give the grass for a cow and so much land?—I think he must be charged what you call a fair rent for these things.

21757. He must either pay in rent or labour?—No, I would say labour.

21758. Do you find there is a custom where the farmers have labourers, that they put them into houses as labourers, and charge for it as part of their wages?—Yes.

21759. But these men are labourers—they are paying all the year round under that system?—Yes, they are permanent labourers.

21760. In either case the principal objection is, that supposing the labourer is a man with a family, and gets old or dies, and the farmer says, "You must clear out or get some one else to do the work;" if there is no other labourer in the family, he must do that, and the consequence is the labourers must be a

moving body?—Yes, you never can fix them in the soil, because death or something else may cause a difference.

21761. Unless they held under the landlord, and are left at liberty to take employment from such farmers as choose to offer it?—I think that would be rather a hardship on the farmer, for this reason: if I have three labourers' houses on my farm, and the three men who held the houses die, and that they were independent of me altogether, I should build three more houses and get three other men to do my labour.

21762. I am not speaking of those farmers who have their own labourers, but where the labourer lives under the head landlord?—I think the man should be obliged to give his labour to the estate, provided he gets fair wages.

21763. And you think the farmer in the same way should employ the men belonging to that estate?—Yes.

21764. Isn't it often the fact that a man becomes ill, and is obliged to go away, and a stranger is brought in from a distance, because he perhaps comes for a little lower wages?—Very often, I think.

21765. You spoke of the landlord, since the passing of the Land Act, having left off making improvements which they were in the habit of contributing towards?—Yes.

21766. Do you think since the Land Act there is a feeling of uncertainty on the part of landlords as to what they might get from money spent on the holdings?—I don't know what they may have felt, but I think the tendency has been altogether to cease assisting in any way since the Act passed.

21767. Don't you think that that arose on the part of the landlords from a feeling that they were not secured for outlay in improvements in consequence of the Land Act?—I can't say; that is a matter for themselves.

21768. BARON DOWSE.—Do you think it might arise from this—that the landlord says you have got the Legislature to take you up, and you can do very well without me; do as best you can now?—Yes, that has been said by landlords.

21769. The CHAIRMAN.—And the landlord says it may be very difficult for him to make out afterwards that he laid out this money?—That is his answer at present and since the Act passed.

21770. Both for the sake of the landlord and the tenant that ought to be put an end to?—Most decidedly.

21771. And endeavour to make a joint interest between landlord and tenant in seeing the country improved?—That should be so. I think there should be in every way a joint interest between them—in feeling and everything else.

21772. In the case of appeals against decisions as to the value of land, would you go to the County Court judge?—As the least expensive.

21773. It is expensive as a general rule now going to the County Court Judges to small men?—Yes, it is expensive; but of course not near so expensive as going to the higher Courts. I should say, in passing a bill of that description, that could be made less costly by legislation.

21774. Mr. SHAW.—The cost could be fixed?—Yes.

21775. The CHAIRMAN.—You think the cost should be made as low as possible?—Yes.

21776. So as to prevent hardship of money being spent?—It might occur very seldom. In fact, as Baron Dowse said, there are a number of cases where the landlord and tenant would mutually settle their rents.

21777. We have heard of a number of cases where small tenants put up with anything sooner than go into Court, from the expense they would be put to?—I think there is a good deal of that, and I think in most cases they are in dread of the landlord, and are afraid of being put out.

21778. Mr. SHAW.—If they thought they were sure

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to be kept in they would not be afraid?—No. I know hundreds in my own county who have tremendous hardships to contend with, and they would like to be before you to-day, but they are afraid.

21779. Who are they afraid of—the landlords?—I know a land meeting was held last Sunday at Kilmallock, and tenants on very large estates were, I know, afraid to attend for fear of the agent.

21780. Baron DOWSE.—You don't think there is any disinclination on the part of the tenants to come and tell their grievances?—They are not disinclined, but they are afraid.

21781. Mr. SHAW.—They would be watched?—Yes.

21782. Baron DOWSE.—And be told, the next time they went into the office, "Go to the Commission"?—Yes; "and get what you want there, we will give you nothing."

21783. You say there is a tendency to force leases on the tenants since the Land Act?—Yes.

21784. Could you give us an instance of that?—I don't know could I give the names, but I know in many many cases it has been done.

21785. You could not give us the names?—I could, if I could bring them to my memory; but I have heard of many, many.

21786. You don't remember any at present?—Yes; Mr. Bevan forced a lease on a tenant of his named Conway. The rent is fixed at 38s. an acre.

21787. Mr. SHAW.—Was it raised?—Yes; it was raised by the lease they held from year to year from time immemorial, at a lower rent, and he induced them to take this lease for the purpose of advancing the rent. They are rather illiterate people, although industrious, and they did not see the drift of this until it pinched them. They have got a lease for thirty-one years, and the rent is increased. £76 is their rent, I think, and the poor law valuation is £32. They have got a thirty-one years' lease at double the valuation. I may say I heard the landlord myself say—I said, "Why charge them so much; it is not worth it; it is not really worth 25s. Griffith's valuation is only 20s." "I will give them a lease for ever if they give me 5s. more." "So you may," I said. "You may never turn them out at the present rent."

21788. That is within a few years?—Within two years. He has taken since a cheap grant of £200 to drain the land, and he has put that on the back of the lease.

21789. The O'CONOR DON.—In addition to the rent?—Yes, in addition to the rent.

21790. And this tenant held before as tenant from year to year?—Yes.

21791. Do you know any other case?—I know a great many, but I cannot bring them to my memory; but I know there are hundreds of them.

21792. Were there any penal conditions in these leases?—Yes; contracting them out of any benefit they have at present, or will have, in future.

21793. Mr. SHAW.—Any benefit from any land legislation?—Yes.

21794. Baron DOWSE.—Even in the Irish Parliament?—Yes.

21795. You said increases of rent were very common lately?—That is one I have mentioned, I think on the A. B. property, from which you will have a gentleman before you. I am quite certain the rents have been gradually increased, and the tenant has been actually afraid to tell about the increase: it has been done in that clever way.

21796. Mr. SHAW.—That is the feeling in the country?—Yes.

21797. The O'CONOR DON.—And you think upon that property the rent has been raised repeatedly since the passing of the Act?—Yes.

21798. Is that the only property on which you know of an increase having been made lately?—Oh no; I think it has been made on a good many, but not in comparison at all with the others.

21799. We heard that on the Devon estate they are at liberty to sell their holdings?—Yes; I must

say that the Devon tenantry are about the happiest in my county; but on all the estates the tendency is to increase the rent.

21800. Can you show us any cases that bear out that feeling?—There are several proprietors in my own neighbourhood that have been raising the rents. Mr. Thomas Claucy is one; he lives at Charleville.

21801. He has been raising the rents?—Yes.

21802. Mr. SHAW.—You have not put your mind to it to make out these facts?—No; I am satisfied it is so.

21803. Baron DOWSE.—The landlord and tenant don't stand on even ground at all?—Certainly not.

21804. And if the landlord has the power to raise the rents, would not the tenant be always afraid?—Yes.

21805. And that stops all improvement?—Yes; it stops all energy. The argument the landlord uses is that he has an equal right to do with his land just as I have to do with my horse at the fair of Cahirama.

21806. Do you hold by lease?—Yes, I do.

21807. How long have you had the farm?—My great-grandfather had it; and before him again, I believe; but unfortunately he lost his title. He held it at 7s. 6d. an acre.

21808. Your grandfather?—My father held it at one time at 7s. 6d. before Lord Emly got it.

21809. Had he a lease?—A lease of lives, which dropped out.

21810. When?—Sixty or seventy years ago.

21811. How long is it since you came into possession?—I succeeded my father within the last thirty years.

21812. About thirty years ago?—Yes.

21813. Was the lease existing then?—The 7s. 6d. lease was not, but the lease my father got was in existence.

21814. Has that expired?—When I got into possession I got married, and surrendered that and got a new one.

21815. At the same rent?—At a lower one.

21816. You cannot complain so?—I don't complain of that. Mr. Monsell had great regard for me, and he paid me a compliment.

21817. It is no compliment seeing Mr. Monsell was always in favour of the tenant; he carried out his principle?—Yes.

21818. That is the practice on his estate?—Yes.

21819. Mr. SHAW.—Do you know anything about the labourers on these farms?—We have heard it stated that the farmers charge high rents if they give them potato ground. No doubt in some districts.

21820. That is not the case in your district?—My district is not rich enough; but about Bruff they charge £10 or £12 an acre for potato land.

21821. That is con-acre?—Yes.

21822. They are not labourers working on the farm?—No; they are outside men. They take a quarter of an acre and take away the produce.

21823. But I suppose with their own labourers they are very indulgent?—Yes; as a rule they are very indulgent. I give my men a quarter of an acre, and charge them nothing for seed. I don't think you could point to many landlords in the county who do it.

21824. There is not much labour on the rich land?—No, it is almost all in grass.

21825. And is chiefly saving the hay they use?—Yes.

21826. And the labourers must be very badly off?—Yes.

21827. In the midst of the richest country in the world?—Yes. The very skim milk they can't get a pint; they are all getting nervous through taking tea and coffee without milk. I have read that lunacy is increasing very much in the country.

21828. And you think bad tea has something to do with it?—Yes; and bad whisky.

21829. You are very largely acquainted with the farmers of this country?—I am.

21830. And you state that in your opinion the three F's, if thoroughly carried out, would be satisfactory?—It is my opinion, and I believe it is the opinion of the country. At the same time, I don't at all say we should not agitate for the other.

21831. Your opinion is that the two should go side by side?—Yes.

21832. And that the tenant ownership should be formed as much as possible?—Yes.

21833. And under conditions where it would be likely to succeed?—I think it would be a wise thing for the landlords to settle the land question, for I find every year it becomes worse. When I first became president of the Farmers' Club, I think before we had Mr. Butt in Limerick, our idea was a thirty-one years'

lease; that is sixteen years ago. We crept from that to a sixty-one years' lease. Then Mr. Butt came in, and it was the three F's, and we forgot these two things which we thought at one time would be satisfactory, and now we believe we must sweep the landlords away altogether; and I believe really that if the question is not settled soon, I don't where it will end.

21834. Baron DOWSE.—That is a dangerous doctrine, for if it was settled you might still keep creeping on?—No; these three F's would satisfy us.

21835. Mr. SHAW.—You only state this as showing the wisdom of settling the question at once?—Yes.

21836. It is from sheer necessity of settling it at once?—It is a necessity of the State, I think.

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William
Bolster.

Mr. MATHEW O'FLAHERTY, examined.

Mathew
O'Flaherty.

21837. Mr. SHAW.—You are president of the Limerick Farmers' Club?—I am.

21838. And you have something to do with the management of property?—Yes.

21839. You are a tenant farmer yourself?—Yes.

21840. Where?—Near Adare, on the estate of Lord Dunraven.

21841. You know the county thoroughly?—Very well.

21842. Have you any experience, or do you know, of any cases in which the rent has been raised?—I do.

21843. Can you give us instances?—One of my landlords has raised the rent on three properties, and on that portion of the estate he holds directly. My landlord is tenant to Lord Dunraven.

21844. It is not Lord Dunraven who has raised the rents?—No, it is the middleman Henry Lyons.

21845. Within what time were these advances made?—Within the last four or five years. On this property in two places he has raised the rent, and very considerably. I had a declaration of one of his tenants (I had an interview with him), to say that his rent was raised 33 per cent. in connection with a new lease.

21846. The lease had fallen in?—Yes.

21847. The O'CONOR DON.—Are these increases of rent general on the falling in of leases?—I cannot speak generally, but I am aware of it in this case I mention.

21848. Baron DOWSE.—Was the increase too much?—The actual increase was 33 per cent. The tenant paid pretty smartly before; it was high enough already.

21849. Mr. SHAW.—And the 33 per cent. put it above living point?—Yes.

21850. Is it grass land?—Yes, prime land; but the original rent was a fine rent.

21851. You think it is too high now with the advance?—I do.

21852. That, I suppose, is a thing that has a great effect in the country?—Wonderful effect.

21853. The people all know of it?—It has excited the very worst passion of the people.

21854. You know Hospital?—I do.

21855. Do you know anything of Lord Kenmare's property?—I have heard of it.

21856. You have heard that the rents were raised?—I did, exorbitant, within the last few years.

21857. That has produced an effect in the country?—Yes; and very bad consequences too.

21858. You agree with Mr. Bolster that the cure would be security for the tenant, fair rents, and free sale?—Fully. Having had the advantage of hearing his evidence, I simply indorse what he said. I approve of every answer he has given. If I was in his position, I should have given the same answers.

21859. You think this settlement of the question from your knowledge of the farmers, living amongst them and knowing them intimately, would prove a satisfactory settlement?—Decidedly; and I believe it is inevitable, and if it is not done, I apprehend very unpleasant consequences.

21860. There is very bad feeling?—Most wretched feeling. You have no conception of it.

21861. And of course the bad years brought that to a point?—Everything combined to make it press terribly on the people, and they feel it.

21862. Do you know of any cases of tenants buying their holdings?—I do.

21863. Was it in the Landed Estates Court?—No, by private treaty.

21864. And they had to provide all the money?—Yes. One farm I am connected with as trustee, sold advantageously. Of course all claims had to be discharged before the money was appropriated by the seller. The purchaser was not a farmer. No farmer could produce the money that was paid for that. The present occupants are three brothers. One of them emigrated to Australia, and returned with £1500; the others occupied high positions in the police, first-class head constables. The sale had my approval and the approval of Lord Dunraven, the landlord; but from a dozen farmers you could not produce the amount they paid for it.

21866. Was it a perpetuity?—No. There was no lease even; it was tenant right.

21867. Do you know any case where the tenants have purchased perpetuities?—No.

21868. The CHAIRMAN.—Does tenant right exist on Lord Dunraven's property?—Yes, to a certain extent.

21869. Mr. SHAW.—He does not disapprove of it in the slightest degree?—On the contrary, Mr. Curling thanked me for the class of tenants I got for him, but I had not the smallest chance of selling it to a farmer.

21870. Was it a nice farm?—A very highly improved farm.

21871. What was the rent of it?—The rent was £72 for 42 Irish acres.

21872. What price did it bring?—£650.

21873. Was there a lease?—No, sir; it was a tenancy from year to year. That is not at all recognised as a general rule in our country.

21874. But if it was, it would give security?—Wherever the tenant got an opportunity of selling, the landlord did not object; he only required that they should have his approval of the purchaser.

21875. That is on Lord Dunraven's, and the same with Lord Devon's?—I believe so, but I am not so well acquainted with it.

21876. There are large grass farms in your part of the country?—There are. My side is the great tillage side. It is towards Bruff and Hospital that the large grass farms are.

21877. You know that country well?—Yes.

21878. How would you deal with these grass farms on which the tenant has done nothing?—He pays a very high rent for them.

21879. You think he generally pays the full value?—He does.

21880. And that he could not get much for his interest?—Certainly.

21881. In some cases he improves also?—He does; and I must say that the system of farming on these grass farms is of a negligent and slovenly character;

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Mathew
O'Flaherty.

but there is no inducement to improve. The present system of land tenure does not admit of improvement.

21882. They don't drain?—No.

21883. And they are afraid to lay out money?—I believe so positively. I hold a farm on lease, and I have not ever spared a shilling I could set aside for improvements; my bill for compensation would be a heavy one.

21884. How long have you had that farm?—It is about seventy years in our family.

21885. Has the lease been existing all that time?—Yes. There was a lease in 1810 of one farm, and another in 1821 of another farm. There was a small farm of twelve acres for which I have no lease.

21886. Have there been advances in the rent?—Yes, a small advance on the small bit without a lease.

21887. And your own life is the surviving life of the lease?—Yes. I have never spared a shilling on the farm, and I have built and built—all buildings, in the shape of barns, stables, coach-house, and walls, fit for any demesne in Ireland, out of my own pocket. Drainage and fences I have made, and farm roads, and levelled innumerable wasteful, slovenly fences.

21888. And did everything you could to improve it?—And would continue to do it, if I got a new lease. In fact, I asked my landlord for a new lease, and that I would continue to do improvements as I had been doing, and I would not get it on the terms. I am glad now I did not get it.

21889. You would be willing to give an increased rent?—Then I would, but not now.

21890. Then at the termination of the lease your representatives would only have a claim for improvements?—Yes, and a very limited one. I don't believe it would be a maximum of £260.

21891. That is for disturbance, but nothing they could give would compensate you for the money expended?—No. There is a large expenditure of which I kept no account at all.

21892. Are the farms generally leased in your part of the country?—No.

21893. Are improvements going on to any great extent?—No, not to any great extent.

21894. They have been up to the last bad times?—There is a combination between landlord and tenant about improvements on Lord Dunraven's estate. The landlord gives the best portion, and the rough part is done by the occupying tenant.

21895. That continues up to the present?—Yes.

21896. And it has not been interrupted by the Land Act?—No. This very year there was a very nice house built by a tenant in my neighbourhood.

41897. And there is practically security for the tenant?—Yes.

21898. There is no eviction except for non-payment?—No. We have old leases made in 1804, and at least for sixty-five years we have them without leases on Lord Dunraven's estate.

21899. And never had the slightest apprehension of disturbance, and no change in the rent?—There was at one time a great attempt made by a former agent to raise the rent. That was during the lifetime of the late Captain Ball.

21900. That was several years ago?—It is about twelve years ago.

21901. Is it since the present Lord Dunraven came in?—Mr. Curling, father of the present agent, succeeded him, and there was a small increase, but it did not come up to the increase Captain Ball intended at all, and the tenants were quite reconciled to it. That was before the present Lord Dunraven's time.

21902. I suppose you would be very glad to buy your own farm?—I would.

21903. And I suppose a great many would be likely to feel the same?—Yes, certainly.

21904. They are comfortable, well-to-do men, many of them?—Certainly.

21905. And would be very good men to give the ownership to?—Yes.

21906. They would not subdivide it unnecessarily?—No. I hold a very large tract of land, and I think it would be fair to give me the privilege of giving some

of it to my son, or if I had two sons, dividing it between them. It was done by my father.

21907. Don't you think the small forty-acre man might do the same?—He might.

21908. Would there be any way of preventing that?—It would not be a good thing. I would not recommend too minute subdivision. I would not go beyond twenty Irish acres.

21909. O'CONOR DON.—Do you hold all the farm in your own hands?—I do.

21910. What is the rent per acre?—The rent per acre of the land on which I live is £2, 6s. 2d., and there is a rent charge of £21 a year connected with that.

21911. Do you think it worth a good deal more than that?—It is not worth so much now.

21912. Notwithstanding all your improvements, owing to the change in the times?—The change in the value of farm produce. It was to a certain extent a tillage farm, but I don't till so much at present prices.

21913. Mr. SHAW.—What is the valuation of your farm?—My valuation is £264, and my rent £417, for the farm on which I live.

21914. Do you think Griffith's valuation is a good test in these good lands?—I think it is very badly applied, and in connection with the good lands it does not at all apply equally.

Mr. BOLSTER, re-examined.—With regard to Griffith's valuation of tillage lands in Limerick?—When Griffith's valuation was made, they were actually valued higher than the richest grazing lands in my county, and the grazing lands at this moment are all undervalued, and all the lands in our district are overvalued.

21915. It is not reliable?—Certainly not; it is unreliable.

Mr. O'FLAHERTY, recalled.—They were valued according to the prices of produce then.

21916. The O'CONOR DON.—Do you say that agricultural produce was higher then than it is now?—I do.

21917. Do you know what the scale of prices was at that time?—I do; I have kept a record of the price of every article I ever sold.

21918. You are aware that the scale of prices is mentioned in the Act of Parliament?—Yes.

21919. Upon which the valuation was carried out?—I believe so.

21920. Did you see that the prices given in the Act are higher than the prices now?—I don't exactly remember the scale you allude to in the Act of Parliament.

21921. You are aware that in the Act of Parliament itself there is a scale of prices set forth—oats, wheat, and everything else: have you ever looked at that scale?—No, I have not.

21922. It was according to that scale the valuation was made, and you are not prepared to say that that scale upon which the valuation was made is higher than the prices at present?—I cannot answer exactly, for I don't remember the scale you allude to, but I kept myself a correct record of the price of every article I sold.

21923. Mr. SHAW.—You would say that the valuation should have been made on the scale in the Act of Parliament?—Yes.

21924. But that the men who made the valuation did not understand their business, and made it in a very perfunctory way?—Yes.

21925. And many of them did not go upon the lands at all?—I believe so.

21926. The O'CONOR DON.—You have no tenants yourself?—No.

21927. You give houses to your labourers?—I do.

21928. What wages do you give them?—7s. a week.

21929. Any land?—Yes, and I give them the privilege of getting the land free. The ordinary labourer pays so much an acre for it in labour, but not in money.

21930. What acreable rent do you put upon the land?—£6 an acre highly manured, and tilled, and cultivated.

21931. You till it for him?—Yes; in fact his

potato crop is sown with my own seed, and treated in the same way as my own. He has a house for nothing, and they have a good many privileges about geese and goats. They get milk at a nominal price. At one of the farms I have a caretaker, and I give him grass and a cow gratuitously; I pay him £20 a year as caretaker, with his grass and cow for nothing. He has also in the winter months a stripper out of my own bawn giving him milk; that is a cow not in calf, and they milk very well in the winter.

21932. How many acres have you?—About 320 acres altogether.

21933. The CHAIRMAN.—You said you held under C. D. yourself: does he hold under Lord Dunraven?—He holds 200 acres of the estate of Dunraven, and I hold from him 170 acres of the 200.

21934. Does he live on the remainder?—No; he lives at Croane.

21935. He leases that to some other person?—Yes. Oct. 26, 1880.
There are two small holdings attached to mine.

21936. What was his lease?—999 years, and the history of that lease would interest you very much. His father purchased from an improvident landed proprietor, Mr. John Copley, the interest in the lease of 999 years of these 200 acres for £3000, and there have been paid by my father and myself to him £28,000, and the other two tenants paid £2000, and the whole estate has been purchased by Lord Dunraven for 22,000. C. D. is paying a head rent of £1 Irish per acre. Lord Dunraven purchased the whole estate of Donoman—about 1000 acres—for £22,000 in 1861, Properties were not so high then as they have become since.

21937. Mr SHAW.—Are the landlords resident?—These are.

21938. They live amongst the people?—They do.

Mr. JOSEPH CASEY, examined.

Joseph Casey.

21938. The CHAIRMAN.—Where do you live?—In Rathkeale, County Limerick.

21939. Do you hold land?—I hold some small shares of land—about 30 acres. I had a great quantity, and I gave it up.

21940. Who was your landlord?—I have several landlords. My lands are town fields. I had some large farms under Sir Robert Bateson.

21941. Is there anything special as to these farms that you wish to mention?—No; I got rid of them, as I considered them too dear.

21942. Mr. SHAW.—You are an auctioneer, and you know a good deal about the state of the country?—I do.

21943. And the state of the farms and tenancies?—Yes, I have a good deal of experience.

21944. As an auctioneer, had you to do with the sale of them?—I had.

21945. What is the custom where there is a sale under the Sheriff's order?—I had no Sheriff's sale. I had no fancy for duties of that sort. I sold but with the consent and approval of the owners.

21946. These are cases where the tenant is allowed by the landlord to sell?—Yes.

21947. On Lord Devon's and the surrounding estates?—Yes.

21948. It is the custom in that country?—Yes; and on Lord Annally's estate.

21949. We had Mr. Reeves, who gave evidence?—Yes; he is agent on the Pigott estate, and a good man.

21950. The CHAIRMAN.—Could you tell us the amount of purchase-money they have got?—I have complained myself of getting far and away more than the value of the sales I had, owing to the desire of the parties to get into possession, although knowing it was not worth anything like the purchase-money they paid.

21951. How long ago is that?—Before the last three years. There has been depression for the last three years, in which property could hardly be sold at all. The tenant's interest could scarcely be sold at all within the last three years.

21952. That has arisen from the depression of the times?—Yes, the depression and the uncertainty of matters—the dread of parties lest they would have to go into unsafe possessions.

21953. Do you think there has also been an increased feeling of insecurity from the raising of rents?—Yes; the people have no spirit.

21954. Is it your opinion that the value of holdings has been diminished of late years through that feeling?—I do. I believe they have been diminished from 40 to 50 per cent. I have reason to know. In selling agricultural produce, where I got 9 guineas an acre for meadow on Lord Monteagle's and other property, I had to sell for £2, 10s. and £3 last year.

21955. These are only sold for the crop?—Yes, meadows; and they brought 9 guineas an acre.

21956. Then the question of uncertainty of tenure does not arise in these cases?—No.

21957. But the feeling of uncertainty has affected the value of the holdings?—Yes; people would not venture to buy at all, seeing they have no security.

21958. How long has that feeling been in existence?—I think for the last six or seven years it has been growing.

21959. Can you account for its growing after the Land Act passed, when security was greater?—I think since the Land Act they have less security, and are more dissatisfied.

21960. But you think there has been often increases of rent?—I think much oftener since the Act passed, because, as Mr. Bolster and Mr. O'Flaherty said, they have appealed to the landlord, and the landlord has said, Go and abide by the Act.

21961. Do you think before that time the landlords had been disposed in many cases to let the rents remain as they were?—I know that; and a better feeling existed between landlord and tenant before that—there was a growing feeling of confidence on the part of the tenants.

21962. Do you think the feeling of insecurity has prevented the tenants making improvements?—Of course; for there is an increase put on; and they say, "What is the use of doing it? we have to pay for our own labour and outlay."

21963. You say it has affected the sale of holdings very much during the last few years; has that affected the number of persons wishing to sell?—It certainly has.

21964. Were there many who tried to sell?—Yes, but there were very many failures.

21965. Mr. SHAW.—Money was scarce?—That has something to do with it; and the money being scarce was caused by the same thing, so that it became general.

21966. Are the rents raised on Lord Devon's property as a rule on a charge of tenancy?—I never saw it. Lord Devon and a few others—Mr. Pigott and Lord Monteagle—are an exception to all Ireland.

21967. There is no raising of rent with them?—No; that I could learn.

21968. Can you see an evident difference between the tenants and their condition on these properties, from the condition in other parts of the country?—There is a perceptible difference. They are all men of respectability, from the position they occupy under the landlord and the fair privileges they are allowed.

21969. The CHAIRMAN.—Does that apply to large and small tenants?—Yes, on these estates. On other estates the tenants are just about as happy as if the black man had them. I cannot use coarse expressions in your presence, but an auctioneer knows the inmost recesses of the truthfulness of the position in which these people stand, for when a poor tenant comes to sell off, he tells all the pains and losses and un-

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certainties in which he is placed, for he has to tell the truth without paint or varnish to the auctioneer.

21970. In the districts that you know have there been many cases of eviction?—There have been a great number for non-payment.

21971. Have they been carried out?—Indeed they have. I have the honour of being the deputy vice-chairman of the Board of Guardians at Rathkeale, and the number of notices served by the relieving officers is very great in eviction cases.

21972. The O'CONOR DON.—How many did you receive into the workhouse?—I daresay we had a good many receiving relief in some shape.

21973. Who were evicted?—Yes, and had to give up.

21974. Mr. SHAW.—And came into the house within the last three years?—Came into the house or got outdoor relief. The guardians seeing a decent man whom they knew, with a family, have stretched a point to give them out-door relief.

21975. They were not all farmers; some cottagers, some of them held little town fields; others houses.

21976. The O'CONOR DON.—Could you tell us from the statistics of the workhouse how many of the actual farmers have been turned out of their holdings and had to be received into the workhouse within the last three years?—I could tell you from my own knowledge of the farmers who were turned out, and did not go to the workhouse but got out-door relief.

21977. Who were put out of the land altogether?—Yes; and are lodging in poor cabins in the towns with their families in the lowest state of distress. If these three points that Mr. Bolster and Mr. O'Flaherty referred to were settled, I believe the country would be in peace and harmony.

21978. The CHAIRMAN.—You think, from your knowledge of these people, having seen them in times of distress, that they would be satisfied if they had an opportunity of selling their holdings and getting a fair price?—If there was a fair valuation of land estab-

lished by some competent and trustworthy parties under the Government—practical men, and that they had the lands at their proper value, then, with certainty of tenure and power to sell, I believe it would remove all the trouble and distress that exist in Ireland.

21979. Baron DOWSE.—With reference to the power to sell, don't the people want to remain where they are without selling to anybody?—Yes.

21980. Paying a fair rent?—Yes. Selling is only the extreme case, but they will have spirit to work along if they know that even if they are compelled to sell next year they will have the benefit of their labour; that all they were doing would add to the value of what they had to sell.

21981. Have you ever been in the north?—No, sir.

Mr. BOLSTER.—There was one question asked of Mr. O'Flaherty—if the landlords generally lived at home?—and he very truly answered that in his neighbourhood they do. I live eight or nine miles from him, and a great deal of our land, with the exception of Lord Emly's, is held by absentees who never saw their Irish estates, who were never on them, who manage their properties through office agents, who don't know the value of land, and, I believe, don't know an acre of cabbage from an acre of potatoes.

21982. Mr. SHAW.—The majority of the landlords do not live in the county?

Mr. BOLSTER.—No. The great bulk of the property in my neighbourhood is held by absentees.

21983. Baron DOWSE.—Wherever they do live on their property they are better?

Mr. BOLSTER.—We have more confidence. There is a rent day fixed in an office in Limerick; you are allowed to stand in the hall; you are not allowed to sit down, and you are treated with the greatest disrespect. You have to stand all day. The agent knows nothing, and will enter into no conversation, only down with the money. He will hear no complaint. You have no complaint.

James G.
Barry.

JAMES G. BARRY, Esq., examined.

21984. The O'CONOR DON.—You live at Sandville Grange?—Yes.

21985. You are a landowner and agent?—Yes, and farmer.

21986. You pay rent for your farm?—Yes.

21987. How much land are you connected with?—Over 20,000 acres.

21988. In what counties?—Limerick, Clare, and Tipperary.

21989. For whom are you agent?—Lord Emly, Lady Louisa Fitzgibbon, and two or three others.

21990. Is the right of the tenant to sell his estate recognised on these estates?—Not exactly recognised, but the landlords generally give permission with certain restrictions.

21991. What are the restrictions?—A veto on the incoming tenant as to his solvency and character; under exceptional circumstances the incoming tenant contracts himself out of the Land Act.

21992. Out of the Land Act?—Yes.

21993. Do you give leases in such cases?—No, not always. An agreement in writing.

21994. Baron DOWSE.—On whose estate was that?—Lord Emly's.

21995. Did he know that himself?—I think so.

21996. What was the size of the farm?—It was about 10 acres; it was adjoining the demesne.

21997. What was the rent?—The rent was £19 a year.

21998. Do you know that that was an illegal contract?—No; it was not exactly. There were two or three men applied for the farm, and the purchaser agreed that the money he paid, the landlord was not to be accountable for.

21999. The O'CONOR DON.—Did he pay much on getting into possession?—About ten or twelve years' purchase.

22000. Was the rent altered?—No. It was a low rent, and never altered. The landlord paid the taxes.

22001. Would you be in favour of repealing the provision enabling the landlord to contract the tenant out of the Land Act?—I think so; it is a source of irritation.

22002. Baron DOWSE.—You would not allow the landlord to do it?—No.

22003. You do it yourself?—It was a peculiar case; it was part of the demesne.

22004. It was an illegal contract all the time?—I think not; it came under demesne lands.

22005. If so, it is not within the Land Act at all?—It is part of the demesne. I should not do it in any other case.

22006. The O'CONOR DON.—You merely provided against the tenant claiming for money paid on coming in?—Precisely.

22007. Are leases general on the properties with which you are connected?—Yes.

22008. For what length?—Thirty-one years.

22009. Has the Land Act had a tendency to decrease or increase the granting of leases?—Rather to increase.

22010. Are there any conditions put into these leases barring the tenant against claiming under the Land Act?—Generally.

22011. In all cases, whether large or small?—I mean as a rule through the country, but I don't do it.

21012. But as a rule through the country there are covenants put in barring the tenant from claiming compensation?—Yes.

22013. Do the tenants generally accept these leases?—I don't think they do willingly.

22014. They have to be pressed upon them?—I think so; they prefer doing without them.

22015. In cases of grazing farms?—I think they prefer having leases in these cases.

22016. But the small tenants would prefer doing without them?—Much depends on the landlord.

22017. Baron DOWSE.—As a rule, would not many rather have them—they would do them good—than not?—Certainly; I meant to convey they would rather have leases without restrictions.

22018. The O'CONOR DON.—What proportion does the Government valuation bear to the rent in the properties with which you are connected?—The rents are from 20 to 25 per cent. over Griffith's valuation.

22019. Do you consider Griffith's valuation at all a fair test for settling rent?—Certainly not; it has nothing to say to the fixing of rent.

22020. Do you think it is uniform?—No, I think it is not.

22021. Has there been any tendency to increase rents within the last ten years?—On some properties. It depends greatly on the landlord. The rents on the principal properties I am connected with—Lord Emly's and Lady Louisa Fitzgibbon's—never increase. The rental on Lord Emly's property has not been increased for more than fifty years as a rule, and his tenants have not even asked for an abatement in the last two years.

22022. The CHAIRMAN.—Not even in the last two years?—No. The rents have seldom been changed.

22023. The O'CONOR DON.—And on Lady Louisa Fitzgibbon's?—The rents were fixed by valuation within the last twenty years, and I have given them this year at their request an abatement.

22024. On that property the rent was altered within the last twenty years?—It was not altered during my time, but it was altered, I believe.

22025. Mr. SHAW.—Could you tell us the advance made then?—No; it was a valuation made with the consent of the tenants at the time.

22026. And the rents were raised something?—One tenant's may have been, to equalize him with his neighbour, but it was a mere equalizing of rents, and the tenants were perfectly satisfied. It may be more than twenty years ago. There was a valuation made since then, but it was never enforced. That was in 1876.

22027. With the view of raising the rent?—To ascertain the then value of the property.

22028. It would have raised the rent?—Very slightly. It would have come to about the same thing. I think the rental at present is not more than 20 per cent. over Griffith's valuation.

22029. What was the object of the valuation?—A new owner had come in for the property. When a tenant in tail comes in, it is generally valued to satisfy the trustees.

22030. The O'CONOR DON.—Are there many improvements made by the landlord?—Yes, before the passing of the Act of 1870.

22031. What sort of improvements?—They allowed slates and timber in most cases.

22032. Did they do drainage?—Yes; they borrowed money and advanced to the tenants for general improvements.

22033. When loans were taken from the Board of Works, were the tenants required to pay the full amount of the loan?—Yes, as a rule, both principal and interest, at, I think, 5 per cent. interest.

22034. At any rate, whatever was paid by the landlord the tenant paid an increased rent?—That was the agreement on Lord Emly's property until the principal was repaid the Board of Works. He has recently paid himself the instalments.

22035. During the bad times?—Yes.

22036. Have you had any evictions?—No, I have never had any. Oct. 26, 1880.

22037. And no cases in the Land Court?—No, not on any property I am connected with. James G. Barry.

22038. Are you acquainted with any cases of purchase by tenants of their holdings?—I am aware of cases, but I am not personally acquainted with them, except in my own locality. There are about fifty freehold proprietors—very small holders.

22039. How are they going on?—Oh, last year we had to get money wherever we could to support them. We borrowed money from the Board of Works for drainage, and thus kept them alive, in fact.

22040. Mr. SHAW.—What size of holding?—Very small—from a quarter of an acre to two acres. They are practically labourers.

22041. How did they originate?—They originated by squatting on a cut-away bog.

22042. Baron DOWSE.—And they got a title by staying there?—Yes.

22043. The O'CONOR DON.—You are not aware of any proprietors who purchased in the Landed Estates Court?—I have known some.

22044. How are they going on?—Very well; they are thriving, to all appearances.

22045. They have not subdivided?—No.

22046. Would you suggest any alteration in the Bright clauses?—I don't believe very much in peasant proprietary made by Act of Parliament.

22047. Baron DOWSE.—You don't believe in it as a general remedy?—No.

22048. But you believe industrious tenants should be encouraged to buy?—Certainly, but in a different way. I have got ideas of my own about that.

22049. The O'CONOR DON.—You are in favour of doing away with all restrictions on the sale of property?—Certainly. I think the question of peasant proprietors would settle itself if you do away with all restrictions on the sale and transfer of property. If you made it transferable like any other commodity, peasant proprietary would settle itself.

22050. The CHAIRMAN.—You mean the property of the country generally?—Yes.

22051. Mr. SHAW.—There would be small holdings in the market, and they would be bought up as a matter of course?—Yes; that the landlord who required money would be able to sell a small portion to pay his debts; but you should alter the law of entail and all that at present hampers the transfer of landed property.

22052. The O'CONOR DON.—You have given in a plan for the settlement of the land question?—Yes; it was an old one drawn up in 1869.

22053. Was it in a pamphlet?—Yes, this was what it was:—

A PLAN

For the Settlement of the Land Question, founded on the Principle of Mutual Compromise, and, as a consequence, Mutual Gain.

Working Machinery.—Arbitrators in all instances shall be two residents in the Petty Sessions district in which the farm in dispute is situated. One to be selected from the resident landlord class by the occupier, and the other from the tenant farmer class by the owner. The person selected from the landlord class shall be a resident in the district for at least six months annually, and the tenant farmer selected shall hold at least an amount of land equal in extent to the farm in dispute.

Neither shall, directly or indirectly, be interested parties, or in any way connected or under the influence of either owner or occupier. In case of disagreement, owner and occupier, by mutual agreement, may select a referee—appeal from whose decision may be to Superior Land Court, and appeal from arbitrators' decision to the Local Court. Decision of arbitrators to be final, and entered in "District Land Register," unless an appeal within fourteen days, appellants paying costs.

Local Courts to be established in every Quarter Sessions district—chairman of county presiding. His decision is to be entered on "Land Register of District," and copies given to owner and occupier on the payment of a fixed sum by party gaining cause. For instance, 40 shillings where farm in dispute contains over 100 statute acres; over 50 acres and under 100 acres, 30 shillings; over 25

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and under 50 acres, 20 shillings; over ten and under 25 acres, 15 shillings; over 5 and under 10 acres, 10 shillings; under 5 acres, 5 shillings. Appeal to superior Court. No legal assistance to be permitted either party before Court, except in the mere preparation of case.

Superior Land Court in Dublin composed of two Commissioners (if possible conversant with land) and a legal assessor, with clerks, etc., to hear appeals from lower Courts. General registry of property to contain summary of rents, and amount of fines paid, transfers of farms, etc. As the greater portion of Irish properties are in settlement, many mortgaged, some entailed, it shall be competent for parties interested, creditors, reversioners, etc., to apply to this Court to have fines received by present owners lodged in Court. This Court shall decide whether the security on which money was lent, property settled, etc., is depreciated by the granting of perpetuity to tenants, and shall apportion fines as they shall deem fit, with due regard to the interests of all parties concerned. In case Government may consider it advisable to grant loans to tenants for improvements, purchase of perpetuities, etc., same to be applied for to this Court. Interest of loans to be a first charge on occupier's tenant right, and made payable annually into this Court.

Costs of Court in any case never to exceed £25, as it is necessary for the proper working of the system that the cost to the tenant should be at a minimum.

Plan.—Every tenant in possession of land in Ireland, on and after a date to be fixed, shall be entitled to be secured in the possession of his holding at his present rent, on the payment of a "fine" as hereafter fixed, said fine to be considered as an equivalent for any infringement of landlord's rights or depreciation of his property by the emancipation of the tenant.

Application of Plan.—*Arbitrators*, appointed as shown, view the farm in presence of owner and occupier or their representatives. They shall ascertain and fix the present full letting annual value of the farm just as they find it, according to the quality of the land, its fitness for tillage or pasturage, &c.; amount of accommodation, quantity of waste, and, above all, the current rents paid for the same quality of land in the immediate locality—owner and occupier having full liberty of bringing to their notice any matters, that in the one case, were likely to enhance the value, and in the other depreciate it. Arbitrators being practical men, though perhaps knowing less geology and botany than valuers from a Government office, fully conversant with agricultural matters, and the real not theoretical value of the land in the district in which they reside, can, without any very abstruse calculations, and at no expense to the public, arrive at the present actual letting value of the farm, and would certainly give more satisfaction to all parties concerned than Government officials.

Having ascertained the present letting value of the farm, they then consider and value all permanent improvements effected by the occupier during his term, and also those (if any) executed by landlord, and allow for same in calculating fine, except in cases hereafter mentioned. They shall then ascertain the rent now paid by occupier, and also the length of his term, and the actual or probable time he has unexpired (if a lease exists). They now proceed to ascertain the occupier's interest. This to be estimated by a comparison between the actual rent now paid and the present full letting of farm, and the probable or actual time, in case of leases, tenant's term has yet to run; in other words, the unexpired term multiplied by the difference between the old rent and the present full letting value of holding. This shall then be the amount of fine which landlord becomes entitled to.

By the term *Occupier's Interest*, nothing further is meant than that annual sum which the tenant shall pocket during the remainder of his term, but which then would under the present system go to the landlord, over and above that reasonable profit which he is entitled to, in order that he may continue his business without actual loss after paying the landlord the rent reserved by him. This legitimate profit obviously should be sufficient to replace his original expenses, together with the ordinary profits of stock, and also the whole of his annual expenses, together likewise with the ordinary profits of stock.

Now, though the law permits the landlord the reversion of the occupier's interest, still some years must elapse before he can possibly obtain the benefit of same, tenant's term being unexpired, it is evident, in order to obtain the benefit of this interest or annual sum now, he should purchase it by paying a lump sum to the tenant; or, in other words, in order to obtain possession of the farm for the purpose of increasing the rent to its full extent, he should first buy out the occupier. But as the object in view is to secure the tenant in his holding, and at the same time not deprive the landlord of this sum which the law gives him, the reversion of an equitable arrangement or compromise

will be effected by the payment of an equivalent to the landlord out of the tenant's pocket. All tenants holding their farms for a term of seven years or under, shall obtain the benefit of this plan on the same principle of paying a "fine," or purchasing security from eviction, the rent to remain as payable at present, except in cases as hereafter mentioned.

Application to Leases.—First, when occupier is in possession over thirty-one years; secondly, when occupier is in possession over twenty-one years; and, thirdly, when occupier is in possession under twenty-one, but over seven years.

Tenants holding under old lease No. 1, will, as a general rule, be found paying a rent considerably under the present letting of their farms. The increase value may be due principally or entirely to the improvements effected by the tenant, still the length of time he has enjoyed the full benefit of his improvements, and the very considerable profit he annually derives from his holding, may be legitimately set off against any consideration for these improvements. In this case, therefore, the occupier shall not be allowed for past improvements (except he proves clearly that some were executed recently, and that he could not have reaped any benefit from same as yet).

Tenants holding No. 2 lease may be also put down as paying a rent under, perhaps, considerably present letting value. The same rule will apply, provided they do not prove satisfactorily that during that term they had not been recouped for original outlay. Tenants holding No. 3 class of leases shall be entitled to consideration for all unexhausted improvements, their term of occupation not permitting them to gain the full benefit of outlay; also the rent being, as a general rule, approximate closely to full value of holding.

Explanation.—A. holds a farm of 50 acres on an old lease of lives, at £100 per annum; one life in his lease still exists, and is calculated to live for, say, ten years. The tenant has been in occupation over forty years, and during that time enhanced considerably the agricultural value of his holding by unexhausted improvements. The present full letting value is found to be £150 per annum, or one-third more than the present rent. The long term during which he has enjoyed the full benefit of his outlay has repaid him with interest for his original expenditure; therefore during the ten years to come he will be in a condition to put by this annual profit sum—i.e. £50 per annum for ten years, equal to £500—of course at considerable risk, on account of depreciation of prices, blight, &c.; therefore £500 now without any labour in accumulating would be a fair price for the "occupier's interest," which is different, as before demonstrated, from his "tenant right." At the termination of his term, his landlord will certainly increase the rent to its full present value, or else evict him; but then the landlord must wait for a period of ten years in order to accomplish this. If he should wish to benefit at once by this increased rent, obviously he must buy the "occupier's interest," and further give an equivalent for tenant right, or else tenant will naturally refuse to surrender his holding; in other words, he should pay first of all £500 for "occupier's interest," not to mention a further sum as an equivalent for tenant's legitimate annual profits or "tenant right." The annual interest of £500, at 5 per cent., equals £25, and the increased rent only equals £50, so in reality landlord only gains by his bargain an annual sum of £25. Now, as the object is to give the tenant a secure term as long as he pays his present rent, without injustice to the landlord, an equitable arrangement is effected by tenant paying a "fine" of £500 to the landlord. The tenant is thus secured in his holding at the original rent for £500, equal to a charge of £25 on his farm, but still £25 per annum under the present letting value. The landlord, on the other hand, has a sum of £500 lodged to his credit, equal to an increase on his rental of £25 per annum, and this ten years sooner than he could expect any increase, and without trouble and expense, or the reproach or unpopularity of a "notice to quit," merely for permitting his tenant to continue in possession and enjoyment of what his own labour and capital had effected. B. holds a farm of 50 acres at £100 per annum under a thirty-one years' lease, ten years unexpired. He has considerably improved his farm, and within the past ten years built certain out-offices and drained a marshy corner of his farm. The arbitrators consider that he has not recouped himself for all his outlay on these last improvements, but refuse to allow for any others. The present full letting value would add an additional £25 to his rent. This "occupier's interest" is worth—calculated as above—£250 plus £50 allowed for recent improvements; therefore his fine would evidently be £250 minus £50 as allowed for improvements, equal to £200, which will be found a fair equivalent to landlord for permitting tenant to continue in possession of his holding as long as he pays the original rent fixed.

C. holds a farm of 50 acres, at £100 per annum, on a lease of twenty-one years. He has been in possession only eight years; he would therefore be safe from eviction or increased rent for a period of thirteen years. He has already built a dwelling-house and offices, and has effected some other necessary improvements. Arbitrators now consider his farm worth an annual increased sum of £15. On taking into consideration all improvements effected, they allow him a sum of £95 for same. His fine would therefore be £195 minus £95, equal to £100, on payment of which he obtains his farm in perpetuity at the present rent.

If it should happen that the improvements in any instance have been executed by the landlord, and that tenant does not by paying a fair rent give an equivalent for the benefit accruing from same, arbitrators shall charge tenant an additional sum, calculated according to present value of improvements, in estimating the "fine." In no instance shall the amount of fine exceed fifteen years' purchase of same. If it should happen that the unexpired term is less than eight years, an additional charge shall be made in inverse ratio to the number of years unexpired. As the "occupier's interest" decreases in value by the approach of the termination of his lease, the landlord's evidently increases as he each year gets nearer to the time when the law permits him to increase the present rent.

T. holds under an old lease, and has five years unexpired. His present rent is £100 per annum, but the actual letting of his farm is equal to £150 per annum. Multiplying the difference between his rent and the present letting value by eight, the minimum term, we have a sum of £400 as a "fine" for purchasing a perpetuity; but this would not be now an equivalent to landlord for the prospective annual increase of £50. To meet this, a further annual sum, equal in amount to "occupier's interest," will be allowed landlord for every year since the end of the eighth or minimum purchasing year, thus increasing the fine as the term decreases up to the last or maximum purchasing year, when the tenant shall pay fifteen years' purchase of occupier's interest, to entitle him to a perpetuity. In this case, therefore, T. pays a sum of £150, or three years' additional purchase, i.e. five years' still unexpired taken from the eight years, leaves the landlord entitled to three additional years' purchase added to the "fine" already ascertained, makes total amount of T.'s fine £550, minus allowance for improvements.

Suppose the lease had but three years to run, the difference in number of years which has elapsed since the minimum purchasing year would be evidently five. Therefore the addition of T.'s fine would be five times £50, and so on to the last year, when the maximum would be reached.

Application of Plan to Tenants' holding from year to year, etc.—Tenants at present paying a rent equal to the full letting value of their holdings, shall obtain a perpetuity on payment to landlord of a "fine" equal to say two years' rent minus allowance for all unexhausted improvements which they have not obtained as yet the full benefit of. Tenants paying a rent under the present full letting value, shall obtain a perpetuity at their present rent, on payment of a "fine" equal to fifteen years' purchase of difference between present rent paid and actual letting value; same consideration for improvements as above.

In cases where tenant considers himself paying a "rack rent," arbitrators shall decide the real present letting value, and shall settle the rent accordingly, and calculate "fine" as in case of tenant paying full present value.

In order to offer an encouragement to tenants paying the full letting value of their holding, it shall be competent for them to reduce their rents by not more than one-third, on the payment to the landlord of a sum equal to twenty years' purchase of same. Example.—D. pays £100 per annum rent, leaving him a small margin for profit. He reduces his annual rent to £66, 13s. 4d. by paying (say in instalments or by loan from Government) a sum equal to twenty years' purchase of the amount of rent reduced, £33, 6s. 8d. + 20 = £666, 13s. 4d.

Examples of the purchase of perpetuities by tenants from year to year.—No. 1 pays £50 per annum rent, equal to the full present letting value of his holding. In order to obtain a perpetuity, he pays £100, or two years' rent, minus any sum he may be allowed for recent improvements. He can also, as above shown, "fine down" his rent to £33, 6s. 8d. per annum. No. 2 holds his farm at £50 per annum, but it is at present worth £60 per annum; he therefore pays as a "fine" for perpetuity, fifteen times ten, or £150, minus any allowance for recent improvements effected, say within five years.

Evidently the inducement held out of being able in time to reduce his present rent, would encourage thrifty habits and a desire to work his farm to the best advantage, in order that he might in time put by a sufficient sum for that purpose, and thus hereafter have an increased margin for profit, and consequently an increased "interest" in his

holding. By this plan I venture to think both landlord and tenant would be equally benefited. The farmer gets an equivalent in money in anticipation for any loss that he may sustain by continuing the occupier at his present rent, and the latter obtains a perpetuity by the payment of a sum calculated on an equitable scale.

The principle of paying a "fine" for obtaining a perpetuity at a fixed rent, may be applied to Ulster Tenant Right by occupier paying his landlord a certain percentage on the present market value of his tenant right when selling. In case of middlemen, plan may be applied as follows: middlemen's interest may be purchased by landlord at say ten times the difference between his rent and the rent he receives from under tenants.

In all cases, and under every circumstance to which this plan may be applicable, occupier shall have full power of alienation, giving landlord a preference, who shall have also power of entering an objection before "Local Court" to the incoming tenant, on account of insolvency or other sufficient reason. A small percentage might be also charged on transfer.

A stringent clause should be inserted against minute subdivision of farms. Let the minimum size be 30 statute acres. No sub-letting to be permitted, the occupier in all cases to hold direct from the landlord. Rent over twelve months in arrear may be recovered by landlord applying to "Local Court" to have occupier's "tenant right" sold. "Local Court" to possess summary means of preventing waste and dilapidation, etc., by occupier.

All manorial rights and royalties in all cases to be retained by the landlord. Nothing in this plan to apply to demesne lands, houses, and grounds, let merely for accommodation for sporting purposes, or in connection with the management of an estate.

Neither does it apply to farms on which tenant does not reside, for instance the extensive grazing tracts in Meath. In cases of this kind, leases for thirty-one years, with compensation for all permanent improvements effected by tenants, might apply.

No plan for the settlement of the land question which ignores the labourer, will be satisfactory. Every labourer should have, in aid of wages, say a rood or two of land attached to his cottage, at a rent equal to that paid per acre by his employer. Encourage farmers to have a labourer's cottage on every 40 statute acres of their farms, such portions to be free from taxation. Those not complying with this rule to have their poor rates or other land taxes doubled. The erection of cottages might be encouraged by loans, at a low rate of interest, from Government.

22042. Mr. SHAW.—You still stick to that plan?—I do to the principle of it.

22043. What is the principle of it?—To give perpetuities to the tenants at their present rental, the landlord to be repaid for any prospective rent he might have a claim to in future time; to buy a perpetuity from the landlord at a certain rent, and settle the question for ever.

22044. Had you any idea of the rate of purchase the landlord should get for that?—It depends on the present rent, and what the increased value of the land was likely to be.

22045. By what causes?—By natural causes, the price of agricultural produce, and so forth.

22046.—Baron DOWSE.—The man selling the article not only sells what it is at the time, but the possibility of any future gain?—That is what I say.

22047. If you sell a young horse, you sell it with a view not merely to what it is, but what it will probably come to?—Exactly.

22048. The O'CONOR DON.—You propose that every tenant should be entitled to perpetuity of tenure on payment of a fine to be ascertained by arbitrators?—Yes.

22049. The amount of the rent to be ascertained by arbitrators?—I would first leave it to the landlord and tenant, and if they cannot agree, let them have arbitrators, and then let the Local Court decide between them if there is a difference.

22050. Then having ascertained the present letting value, they are to concede the value of all improvements?—Yes.

22051. And the fine to be regulated in proportion to the amount of the rent and the improvements made by the landlord or tenant, as the case might be?—Not exactly. Suppose a tenant has a ease, and that

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it has ten years to run; the original rent was £1 an acre. The times have improved, and still there are ten years to run of the lease now, and probably at the end of ten years the land would be worth 30s. an acre, but the landlord has to wait ten years for that; and I say, ten years before the termination of the lease, he agrees with the tenant to purchase the prospective gain—that is, fifteen or twenty years' purchase of the 10s. an acre difference.

22052. Mr. SHAW.—You would leave both questions to arbitration?—Yes.

22053. The O'CONOR DON.—You propose to have something done for the benefit of the labourers?—I propose that on each farm of 30 acres the tenants should be encouraged to have labourers' houses, and say, half an acre of land attached; and the way to encourage them would be not to charge the tenant poor rates for that portion of the land, or any taxes. The farmer not to charge more for the land to the labourer than he pays for it himself.

22054. Where he is not to pay taxes for that part let to the labourer, you should have the poor rate doubled on part?—Yes, that part where he has no labourer. There should be one labourer for every 30 statute acres of arable land.

22055. Mr. SHAW.—How would you do with the grass lands, where they want no labourers at all?—I would encourage them on all residential farms. I am also in favour of land debentures—to turn all mortgages into land debentures, transferable.

22056. That is, the present debts due by the landlords you would turn into debentures?—I would put them into the market—debentures of £50 or £100—and make them like railway shares; then farmers would come and buy up these debentures, bearing interest say 4 per cent., with security on the land; these debentures not to be more than half the value of the property.

22057. You would have that all regulated by some Court?—Yes; the Local Land Court.

22058. You would not leave it to the landlord to do as he pleased?—No; it would all be done through a Local Court. My idea is to have a Local Court in every Quarter Sessions district, and to have a Court of Appeal in Dublin.

22059. And you would be in favour of increasing the ownership of land by tenants wherever you could?—The way I would meet that is, I would give the tenant power to fine down his rent. Suppose he is paying £3 an acre, I would give him power, by paying twenty years' purchase, to fine it down one-third. That would induce thrifty habits, and encourage him to save money for the purpose.

22060. Baron DOWSE.—And would you allow him to fine it down to nothing at all?—Certainly not. I would make a limit.

22061. Mr. SHAW.—Why would you not?—Because that would be expropriating landlords.

22062. But if the landlord wished it, you would allow it?—Yes; but I don't wish to force the landlord. But if they are paying £3 or so, I would allow them to fine down the rent.

22063. Baron DOWSE.—On these estates you manage there is practically fixity of tenure?—Yes, with the present owners.

22064. Do you see any objection to a law making the same thing as you do become the practice?—I see no objection if you don't take away the landlord's property.

22065. But do it, giving the landlord a fair rent?—Certainly.

22066. What more does he want?—There are two interests. There is tenant right, and there is another interest besides that; I call it the occupier's interest, that is, the prospective increase in the value of the land from natural causes—from the increase of the prices of agricultural produce—that the landlord will get on some future day, I want to make the tenant pay for that.

22067. Suppose he does in this way—if he pays a fair rent to be fixed from time to time?—I am for fixing rents now permanently, the tenant buying the perpetuity.

22068. And never altering them?—Never altering them; for I think it is a better thing for tenants and landlords, the one to have a fixed sum to pay, and the other a fixed income.

22069. Would you ever alter it?—No; for I pay the landlord for any prospective increase he may have. I pay him a sum of money down now for that.

22070. Where is this money to come from?—There is still a great deal of money on deposit in the banks of this country. I would allow debentures on the tenant's interest in the land.

22071. You have no Irish-speaking people in this county?—Yes.

22072. Where?—They are all over the country.

22073. What is the Irish for "debenture"?—That is only a name. I don't care for the word "debenture;" "bond" will do equally well.

22074. Mr. SHAW.—Do you think it could be carried out with small and large tenancies?—About small tenancies I think the Government should come in and assist them by advancing the money.

22075. The O'CONOR DON.—You would advance money to purchase these perpetuities, as the Government advance the money to purchase the fee-simple?—Yes; that is what I recommend.

22076. Baron DOWSE.—That is the Bright clauses in another form?—Yes; I am not for making them owners in fee of the land, because my experience is, that if a man has to pay a certain rent, he will work better, and not become idle or subdivide. I would have a strict clause against subdivision.

22077. You would make him earn his bread with the sweat of his brow?—With a fair margin of profit; and I would hold out inducements to fine down the rent, and by taking away the restrictions from the transfer of property he might become an owner himself in time.

22078. Mr. SHAW.—And you would fix the rent by arbitration if they did not agree?—Yes.

22079. And you would fix the perpetuity price in the same way, if they could not agree. No; I would fix that by Act of Parliament.

22080. How could you do that?—Say twenty years' purchase; that would be calculated by an actuary.

22081. Baron DOWSE.—You would lay down the principle?—Yes.

22082. And it is a matter for calculation afterwards?—Yes. I have spoken to a great many tenants on this subject, and if this plan had been adopted ten years ago, a great deal of the money spent on purchasing interests in farms would have gone into the landlords' pockets. They offer exorbitant rents, and give twenty or twenty-five years' purchase for the tenants' interest—often what the fee-simple is worth.

22083. Would the landlords approve of that?—Yes; it would have the approval of the landlords, I think.

22084. The O'CONOR DON.—You are a tenant farmer yourself: do you hold much?—I hold land which my family have held for eight generations—one farm where I reside.

22085. A lease?—Yes; I have a lease, and the rent has been doubled twice in the last fifty years, and the last time since the passing of the Land Act. My rent was £2 an acre, and when the lease expired it was raised to £4 an acre, and I had to contract myself out of the benefit of the Land Act. Some of my improvements were worth £1000. I got nothing. I gave my landlord up £1000 worth of property, and the rent was doubled.

22087. Mr. SHAW.—Is it a large farm?—No, about 80 acres Irish. I merely keep it for my accommodation, but my ancestors had made all the improvements. The present landlord has reduced the rent by 15 per cent.

22088. The O'CONOR DON.—Permanently?—Yes. Of course I never made the rent off it.

22089. He is a recent owner?—He is the son of the former landlord. The Land Act of 1870, as far as I can make out, recognises a certain right the tenant has; and then another clause deprives you of that right

by permitting the landlord to contract you out of that right. I was pretty well able to take care of myself, and still there is a case where I was contracted out of the Act.

22090. **BARON DOWSE.**—Would you be in favour of abolishing the power to contract out of the Act?—Yes; I would make no exception. You have all the large farmers complaining and attending land meetings, because there is that sense of irritation that they have been left out in the cold; wherever there is a residential holding, I would allow the benefit of the Act.

22091. **The O'CONOR DON.**—You would draw the

line at residences?—Yes. Others merely take the land as a speculation.

22092. **Mr. SHAW.**—Was the increase excessive?—I am making no complaint. I don't wish to make any complaint at all, but I am giving you an example. Where that can happen with me, what might happen with a poor ignorant tenant?

22093. **You had improved your place?**—I say it was improved to the extent of £1000 at least. That is not theoretical, because another farm of the same class fell out at the same time, and it was not as large as mine, and the tenant got £800 from the Land Court in Limerick.

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WILLIAM UNIACKE TOWNSEND, Esq., examined.

Wm. Uniacke
Townsend.

22094. **The CHAIRMAN.**—You live at Spa Hill, Kilfinane?—Yes.

22095. **You are a land agent over an extent of £40,000 a year?**—Yes.

22096. **Over twenty estates?**—Yes.

22097. **You mention that you are acquainted with the Ulster Tenant Right Custom?**—Yes, by hearsay.

22098. **You speak strongly on the subject of limiting the number of years' purchase?**—Yes.

22099. **BARON DOWSE.**—Have you any estates on which the custom exists?—Yes. I have two or three estates where it is unlimited.

22100. **The CHAIRMAN.**—You think it is a bad thing?—I think unlimited purchase-money is detrimental to the interests of the landlord and the tenant.

22101. **For what reason?**—I think they give not only the last shilling they have, but they borrow money to effect the purchase.

22102. **Your experience is that it has a bad effect on the tenant?**—Yes, that is my opinion.

22103. **That is, however, as to going to an unreasonable amount, perhaps at an auction bidding up through excitement; and it is a bad thing for the landlord as bringing in a tenant whose capital is gone?**—Yes, very likely that is the result; and I can give instances of it on the estates with which I am connected. There was a farm of 32 Irish acres, rent £29. 7s., and the valuation £20. 15s. It was a yearly tenancy, a joint holding with two other tenants. The sellers' interest brought thirty-four years' purchase, or £1000.

22104. **The O'CONOR DON.**—When was that?—Two years ago.

22105. **The CHAIRMAN.**—I suppose it was a very low rent?—It was largely over the valuation.

22106. **Mr. SHAW.**—It was a nice farm?—Not particularly nice. The house was in a bad state, and the land not very good.

22107. **The O'CONOR DON.**—Was it situated near a town, or a railway station, or anything that rendered it of peculiar value?—No; it was that insatiable desire for land.

22108. **Does that apply to the case of sales of holdings out of Ulster?**—I have one or two other properties where it is unlimited also, but on the property it is against our rule to allow a stranger to buy. In this case he did buy, and we took proceedings to put him out, and that is stayed pending the unsettled state of the law.

22109. **The CHAIRMAN.**—That is the point—to know whether a stranger is to be allowed to buy?—Yes.

22110. **That would be whether the custom was allowed or not?**—Yes.

22111. **Do you think in the places in Limerick with which you are acquainted, where sale by tenants is allowed, they are in a more comfortable and better state than on the estates where it is not allowed?**—Of the two, I should say "No."

22112. **They are not better off?**—No.

22113. **Or better satisfied?**—Well, of course, if they are allowed to sell, they are better satisfied.

22114. **Where they are allowed, are they in a better**

state?—It is so decided an advantage that I suppose they are more satisfied where they are allowed.

22115. **But not in a better position as to making improvements?**—I don't think they are.

22116. **Mr. SHAW.**—Do you allow them to sell on the other properties under special conditions?—I allow, by special permission, a sale to take place. There are very many changes of tenancy on those properties where the custom has not existed, although I recommended the introduction of it under certain circumstances. The consequence of not allowing it is that the farms have not been amalgamated as they would otherwise have been.

22117. **The CHAIRMAN.**—You were asked as to evictions, and you say that during the twenty-seven years you have hardly had any experience of evictions carried on by yourself?—I don't think they have exceeded twenty.

22118. **That is on notice to quit?**—Probably six on notice to quit and fourteen for non-payment of rent would cover them all.

22119. **On all the properties you are acquainted with?**—Yes.

22120. **The O'CONOR DON.**—Have you had any during the last year?—I have had one or two carried out for non-payment of rent.

22121. **The CHAIRMAN.**—Is there any desire to take leases now on the part of tenants?—A disinclination compared with former years.

22122. **Have they been in any cases induced to take leases by the fear that they would lose their holdings if they do not?**—That is the natural feeling. It is, of course, a sense of security.

22123. **Have they been applying to take leases themselves, or is it your wish to get them to take them?**—I think every tenant should have a lease, but latterly I found a disposition not to take them.

22124. **Do you mean leases for a term of years?**—Yes, for thirty-one years.

22125. **You would wish them to take them?**—I should say every tenant should have a lease.

22126. **Were leases given before the Land Act?**—I have so many properties, it is hard to give a general answer.

22127. **What would be your view at that time—did you wish to give leases?**—Yes, I always wished to give leases.

22128. **And to put the leases into writing?**—Yes; where leases are given, of course they must be in writing.

22129. **In these leases now given, do you contract against the clauses of the Land Act, so far as you are able to do so?**—Yes, over £50.

22130. **In all these leases you contract against the Act?**—Yes.

22131. **Were the tenants willing to do that?**—I never knew them to object.

22132. **Did they well understand the meaning of it?**—They are quick enough to understand it.

22133. **Do you give them anything in the way of compensation for improvements in place of the Land Act—that is, is there a covenant to recoup them for any outlay?**—It is more for disturbance they claim; I don't think there is any covenant.

22134. **They would not be entitled to any compen-**

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Townsend.

sation?—No; they are outside the Land Act altogether.

22135. Mr. SHAW.—Don't you think that that has something to do with the disinclination to take leases?—The disinclination to take leases under £50 is not affected by that.

22136. Baron DOWSE.—Do you put any covenant into the leases under £50, contracting them out of the Land Act?—Never.

22137. What is your experience as to improvements going on for the last few years?—After the passing of the Land Act there was a general tendency on the part of landlords to cease to contribute towards improvements.

22138. Did that lead to a cessation by the tenants?—Yes; improvements did not go on so rapidly as before. I think the tendency not to assist is lessening every year.

22139. They are coming round again?—Yes.

22140. We understand that soon after the passing of the Act there seemed an inclination on the part of tenants to improve, and that that ceased after two or three years—I allude to their tendency to improve ceasing in connection with the additional allowance from the landlord?—Their improvements were not carried on so extensively in consequence of not getting the assistance.

22141. We were told that in the first few years there was a tendency to increase?—Yes, I think there was.

22142. You know some cases, I believe, of purchases by tenants of their holdings?—I only know of one.

22143. Was that under the Church Act?—No; I think it was in the Landed Estates Court.

22144. What was the result there?—He was non-resident, and he did not subdivide; he put up peirs and improved the place slightly, but I don't think it is a test case.

22145. It is desirable that further legislative measures should be adopted to establish tenants as owners in fee of farms?—I believe it would be very desirable to have more conservative element all through Ireland, and of a certain class, but I won't say peasant proprietors, for they would subdivide; but if they could be induced to fine down their rent, it would be better than peasant proprietary.

22146. You think something like what Mr. Barry said would be better than purchasing?—Yes; I would be afraid of a repetition of distress in the bad times.

22147. You think it would be preparing for evil in the future?—I think so.

22148. What size of farm do you think is the best for this rule to operate upon?—I think the man who is able to keep 25 cows: it is an element of a person's comfort in my neighbourhood, how many cows he has.

22149. He ought to till 40 acres of land?—40 to 50.

22150. These would be only large farmers?—I would not like to go under 15 cows. That would represent 30 acres.

22151. Baron DOWSE.—That is where dairy farms exist?—Yes.

22152. There are other parts of Ireland where there are men with 100 acres and without 5 cows?—Yes; of course I allude to dairy farming.

22153. The CHAIRMAN.—Suppose a property was being sold, and that the privilege was confined to these larger farmers, it would be thought very invidious by the small tenants?—The result would be very beneficial.

22154. To the larger men?—To the country.

22155. You don't think there would be any evil effects in excluding small tenants from the same advantages?—I think it would be unwise to do otherwise.

22156. Mr. SHAW.—Have you many small tenants on these properties?—Oh yes, a great many.

22157. Under the figure you name—40 acres?—Oh yes, a great number.

22158. Baron DOWSE.—Your tenants practically have fixity of tenure?—They are scarcely ever disturbed; it almost amounts to that.

22159. The CHAIRMAN.—You mention as regards temporary lettings, that they should be made more easily carried out for the convenience of all parties.

22160. Do you mean temporary lettings for very short periods?—Yes, there is a difficulty about that.

22161. Do you mean for a short period for temporary purposes?—Yes. I should like to have the Act amended in that respect. It is so difficult to get the land back at all, and there are cases where you may require to let it for a short period.

22162. That would be a short period in the landlord's interest—not in the tenant's interest?—Yes.

22163. Finding men willing to take the land for these short periods, and no longer?—Yes.

22164. Baron DOWSE.—“In possession” is put into the Land Act for temporary lettings?—That is so, but still you have great difficulty in framing your agreement.

22165. There is great difficulty in finding out the meaning of the word “temporary”?—There is. It is very embarrassing to an agent in his office.

22166. The CHAIRMAN.—You think if the tenants were better aware of their position under the Land Act, and exercised their rights, good would result from the Act?—I think so. I don't think they are aware of their position under the Land Act. I think it did a great deal for the Irish tenant.

22167. Your opinion is that all sales of tenants' interests should be carried out under the surveillance of some Court that the landlord and tenant have confidence in?—Yes.

22168. You think the arrangements for selling should be carried out with the approval of some Court?—I think so.

22169. So that you would not give the landlord the power of interfering unfairly?—My experience is that wherever the Ulster Custom extends we have no control whatever—it amounts to that in practice; although there nominally is a veto, it is impossible to exercise it.

22170. And instead of the landlord's veto, you would allow the landlord to say this must be decided by some impartial person—by some tribunal, if there could be such a Court established?—I think it would be well.

22171. Baron DOWSE.—According to your experience, is Griffith's valuation any standard at all by which rents can be estimated?—I think, taking a circle or radius of five or six miles, the valuation is very correct; and a man who knows his business, and knows the value of ground, can value one farm with another by the aid of Griffith's valuation.

22172. Is it any standard by which the rents on a particular farm can be estimated?—Oh no. On one estate of £5000 a year, where, with one or two exceptions, the rents have not been raised for forty-five years, the rents vary from 60 to 90 per cent. over Griffith's valuation, and have been paid with the utmost satisfaction.

22173. They are not too high?—No, not at present high prices; a great deal depends on the size of the farm.

22174. Having regard to the size, the rent is not beyond a fair rent?—No. The men are able to educate their children for learned professions, and to live as a man would wish them all to live.

22175. The O'CONOR DON.—Are you agent on the Ashtown property?—Yes.

22176. Is it a fact that the rent has been raised there very lately?—No; there was no general rise of rents since 1856, when, owing to enhanced prices of all agricultural produce and an expenditure of over £10,000 for drainage, and for which no interest had hitherto been charged, there was a re-valuation and general rise of rents.

22177. Have not the rents been altered since 1856?—When a tenant dies, there has been a small increase, on the occasion of every death, if circumstances admit of it, to a small extent.

22178. We were told to-day that upon this estate the rents have been raised again and again by the agent in the office, on death or change of tenancy?—It has been done if the case admits of it. I will show you the books, if necessary, and show that the rise has not been at all high. On that estate, a farm rented at £62, 10s., with a valuation of £35, 15s., that is, the rent was 85 per cent. over the valuation for 25 acres; that farm was sold, and brought £800. The house was little better than in ruins, and the land quite neglected.

22179. That was on the Ashtown estate?—It was Colonel Gascoyne's estate, but it is the same thing.

22180. The rents are not higher proportionately on one estate than the other?—No; the rental of the estate is between £13,000 and £14,000 a year, and the rents of good lands are lower than on some of the adjoining properties. That case is a very good proof of that, where £800 was given for a farm of 25 acres.

22181. When was that?—It was last year. Two joint tenants purchased it, and thought they had purchased the good will, and in a week afterwards the house was burned.

22182. Mr. SHAW.—Did the tenant go out willingly?—Yes, and sold his interest.

22183. The CHAIRMAN.—Could you give any idea of the expenditure by some of the landlords on the properties you manage?—On one estate I laid out annually between £800 and £900 before the Land Act.

22184. Could you say on all the estates how much is laid out by the landlords on an average per year, or altogether?—I should think formerly £1200 a year; I don't think I put it too high.

22185. Mr. SHAW.—That is on all the properties?—Yes.

22186. Was that money borrowed from the Board of Works?—No; on that estate that has been alluded to there was £10,000 borrowed and spent on the estate, and the rents had not been interfered with or raised in consequence until the year 1856.

22187. Baron DOWSE.—Was that spent for general estate purposes—drainage?—Yes, almost altogether.

22188. The CHAIRMAN.—Did the greater part of it go in giving employment to the labouring people?—Almost altogether.

22189. The O'CONOR DON.—There has been no general re-valuation since 1856?—No, not for the last twenty-four years. I think it is very desirable that the labourers should be taken out of towns. They are demoralized, they have no homes there; everything about them has a disagreeable association. And it occurred to me that wherever there are houses scattered over the country unfit for human habitation, the Board of Guardians might serve notice on the landlord or tenant within a certain time to put that house in good order, and that if not they should have the power not only to take up the house, but a quarter of an acre of ground attached to it.

22190. The CHAIRMAN.—Let the Guardians borrow

the money, and erect a suitable slated house, and give the labourer a quarter of an acre where the landlord and tenant both declined?—Yes.

22191. Mr. SHAW.—And charge them with it?—I would either purchase it out and out, or pay the landlord the value of the ground, and I would increase the number of houses. One of the greatest difficulties at present is to get rid of the labourer. He has no place to go to; he goes into the town, and gets demoralized.

22192. The CHAIRMAN.—The difficulty is, the man may grow too old, and the farmer says, I must have some one in his place?—I would like to see labourers' houses built for them, and that they should be independent of the farmers, because they are not kind masters in many cases. They charge very high rents.

22193. Where they are living on the holding, do they usually have their houses as part of their wages, or does the farmer charge them rent?—Probably an equal number of both cases; they charge very high rents too.

22194. Don't you think the better plan would be not to charge rents, but to make the house part of the wages?—I think so decidedly, because, of course, if the labourer is an unsuitable servant, the farmer cannot turn him out if he is a tenant without a tedious process, but if he is a labourer, he puts him out by the ordinary process.

22195. Mr. SHAW.—You agree with Mr. Barry as to the plan he suggested for the purchase of perpetuities?—I don't understand his debenture principle.

22196. Without going into the debenture part, you agree in the other?—Yes, provided the perpetuity is not a fee.

22197. Keeping on a rent?—Yes, keeping on a rent. If you leave the matter of the labourers to the Boards of Guardians, who are at present principally farmers, it won't be carried out.

22198. The Local Government Board would be able to deal with that as reports from the sanitary officers?—It is a scandal to the country the present condition of the labouring classes; and my experience is, that if you give them a comfortable house and a little piece of ground they are very happy, and they are very regular in their payments. Therefore I recommend that more detached labourers' houses should be built in the country.

Mr. JOHN FROSTE, Clonmoney, Bunratty.

John Froste.

22199. The CHAIRMAN.—Are you a tenant?—Yes, and also an owner of land. I purchased land in the Landed Estates Court.

22200. You wish to make some observation on the relations between landlord and tenant, which you think work evil at the present time?—Yes. I wish to say that I am over-rented for my land.

22201. How much land do you hold?—I farm about 200 statute acres. Where I live I hold somewhere about 60 plantation acres.

22202. Are the two holdings under the same landlord?—No.

22203. Who are the landlords?—A gentleman named John Massey Westropp is the landlord where I live. I held portion of the 60 acres up to 1871 at 30s. an acre. I held from a middleman; the lease dropped, and the immediate landlord, Mr. Westropp, came as landlord. I got some increase of land better than what I formerly held, but the rental was doubled—instead of 30s. I had to pay £3.

22204. The O'CONOR DON.—How much land did you get in addition?—I got 17 acres.

22205. How much had you before?—Thirty-four acres.

22206. The CHAIRMAN.—That is only 51: what made up the 60?—I afterwards bought the interest of a tenant in about 8 or 9 acres that ran between my place and the public road.

22207. Was that from the same landlord?—Yes.

22208. Was there a change of rent upon the sale by the other tenant?—The rent was the same as I paid for my farm.

22209. Mr. SHAW.—It was not raised after the purchase?—No.

22210. The CHAIRMAN.—What is the rent of the 60 acres?—£178.

22211. With the residence on it?—Yes; there was a dilapidated house. I improved and enlarged it, and built offices.

22212. How many years have you been there?—From 1854.

22213. In that time you have improved it in the way of fencing and planting?—Quite so, very considerably since 1854.

22214. Are you holding on lease now?—No.

22215. Mr. SHAW.—Is it near the city?—It is midway between here and Ennis. It is about ten miles from the city.

22216. It is not benefited much by the city?—No, except it is a convenient distance from Ennis and Limerick.

22217. The O'CONOR DON.—What did you pay for the tenant's interest?—I paid £125.

22218. For the 9 acres?—Yes.

22219. At the £3 an acre rent?—Yes, that was in 1875.

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22220. The CHAIRMAN.—The time the first change was made was when you got some additional land?—At the time the middleman's lease fell out, in 1871. I did not object until 1878, and then I wrote to the agent asking for a reduction, and he refused. I asked him to put my application before the landlord, and he refused to do that.

22221. This change was in 1871?—Yes.

22222. At that time was your house built and these improvements made?—Yes, all.

22223. Then it was in 1878 you first made the application?—Yes.

22224. How was it you did not make it between 1871 and 1878?—Because the condition of the times did not warrant me, I think, in doing so.

22225. It was worth it in these times?—I thought so.

22226. You found when the seasons came worse that it was not?—Yes.

22227. But taking it on the average of the good and bad years, you think the rent was the utmost it ought to have been in the good years?—Quite so.

22228. You speak of it as a rack-rent of £3 an acre?—I do.

22229. Do you think you could call it a rack-rent, when you were satisfied with it for so many years?—I was able to make the rent then.

22230. Mr. SHAW.—Do you live on it?—I do.

22231. Do the other lands adjoin it?—No.

22232. The O'CONOR DON.—You considered it worth £125 for 9 acres?—Yes.

22233. In addition to the rent?—Yes, for particular reasons.

22234. Mr. SHAW.—It was a convenience?—Yes, for water, and it brought me to the public road.

22235. And you made the farm in every way, and improved it?—I did. I improved it very much. I drained and planted it, and made good slated offices; and if I leave it now, I will leave £1000 after me, and I don't wish to do that. The landlord did nothing to it.

22236. The CHAIRMAN.—Your difficulty is that you did not make an objection at the time the change took place?—I could not do it then.

22237. Mr. SHAW.—Is it rented higher than land in the neighbourhood?—Considerably.

22238. Has he other property there?—Very much. Half the land is let on lease at 31s. 6d.

22239. What is not on lease is as high as this?—Yes, portions as high, and others not.

22240. When the leases fell in, he increased the rent?—It occurred in this particular case.

22241. You are coroner of a division of the county?—Yes, the eastern division of the county.

22242. You have nothing to say about the other farm?—I have. The other farm is valued at £2 an acre.

That is £130. I don't pay as much as Griffith's valuation for it; I pay £120. It is portion of Stafford O'Brien's estate—a very good landlord. It was taken in 1852, the year before Griffith's valuation was made. It was let by competition, and only brought £1, 11s. 6d., although Griffith's valuation was £2, and I have never paid up to Griffith's valuation since then. In 1856 there was a rise of 6s. an acre.

22243. The O'CONOR DON.—You stated you were also a purchaser in the Landed Estates Court?—Yes.

22244. How much land did you purchase?—I purchased with a brother of mine about 100 plantation acres.

22245. Are there tenants on it?—No. There are tenants on the place I inherited from my father.

22246. You are their landlord?—I am.

22247.—Have you raised their rents?—Never.

22248. The rents on your estate have been unaltered?—Since 1855.

22249. What are your lands per acre?—It is by lump more than anything else—one farm of 84 acres is let for £100.

22250. Is it mountain land?—No, it is portion abutting on bog lands.

22251. What proportion do the rents bear to the valuation?—The valuation is £211, and the rents £240.

22252. It would appear from that, that the valuation is no test at all as to the value of land?—In some cases it is not. I know very well it is not in some cases. I know where three times the valuation would be paid, and other cases where less than the valuation would be enough.

22253. You are paying under the valuation, and these tenants are paying over it, and yet you don't consider they are highly rented?—No. There was only one change since I came in: there was one man not able to pay, and I brought a process, but I allowed him to sell, and to my astonishment he got more than eight years' rent for the interest in the farm.

22254. Were there any other sales upon Mr. Westropp's estate except the one to yourself?—Yes, a number of lettings.

22255. I mean sales to tenants?—Another.

22256. Can you tell us what was the rate of purchase there?—The rent was less than in the portion I bought, and I think for 5 acres it was as high as £60.

22257. What was the rent per acre there?—£2, 2s.

22258. And you say that the rents on Mr. Westropp's estate are too high?—Yes.

22259. And yet they give this enormous rate of purchase?—I would not say in this particular case it was too high.

Foster Vesey
Fitzgerald.

FOSTER VESEY FITZGERALD, Esq., Moyrisk, Quin, County Clare, examined.

22260. The CHAIRMAN.—You are a justice of the peace, and also vice-chairman of the Ennis Union?—Yes.

22261. Are you a landowner?—I am.

22262. To what extent?—My acreage is 1200 statute acres.

22263. You are a land agent?—I am land agent for all the rest of our family estates, not for any other. There are 6000 acres in Clare, 450 in Louth, and 2400 in Kerry, and I am tenant of the remainder—12,000 acres altogether.

22264. Is sale of tenants' interests allowed?—No.

22265. Not at all?—No.

22266. What happens if they are obliged to leave?—They generally try to sell, and when I have ascertained what they can get, I give them the money myself and deal with the new tenant.

22267. You have pre-emption at the highest price they can get?—It practically works that way, although I don't admit it. That is the way it is done.

22268. It is very seldom that has occurred?—During

eighteen years it has occurred about eight or nine times in 200 tenancies.

22269. And that only in cases of tenants in arrear?—It has not occurred in any other cases.

22270. You think it is not an advisable thing that this tenant right should exist?—I would prefer being without it. If it was confined merely to farms on which tenants had houses, I should think it would be no harm, but I prefer on principle not to have it.

22271. Mr. SHAW.—Are there farms in your district on which the tenants have no houses?—Yes, grazing farms.

22272. Farms not in connection with their house?—I think it is a great hardship to put a man out of his residence, and anything that would avoid that I would approve of, but I think it would be very unfair to extend it beyond residential farms.

22273. The CHAIRMAN.—What is your opinion of the working of the Land Act?—I think it has worked rather well.

22274. For both landlord and tenant?—I think so.

22275. It has been met fairly by the landlords you are acquainted with?—I think so, any landlords that I know of. In lettings over £50 they contract against the Land Act, and that has done no injury to anybody. The landlord would continue to deal with the tenant in the same way as before the Act passed; he would prefer not to have the Act, and where the Act allows him to contract out of it properly, he would do so.

22276. Would that be with the view of making compensation himself to the tenants in case they were leaving, or evading compensation altogether?—I think the contract would be against it altogether; but I daresay a conscientious man would give compensation.

22277. Before the Act did you consider yourself bound to give compensation or allow the tenant to sell?—I never knew a tenant to sell except in arrear, and then his interest and mine united.

22278. Would you consider you were either bound to compensate or allow him to sell?—No. I think that would rest with my own good will and the terms we were on with the tenant. If we were on good terms with the tenant it would be done, but I could imagine cases where it would not.

22279. Do you think the scale of compensation under the Land Act was reasonable?—I think the scale is based on the ordnance valuation, which is very unequal, and therefore it may not be reasonable in some cases; but as to the number of years' purchase, assuming the valuation to be relative to the rent, it is not unreasonable. The number of years' purchase, however, depends on the valuation, and therefore it works unequally.

22280. Have you had any difficulty with the tenants within the last year or two as to payment of rent?—At present it is a dead lock.

22281. Is it on the ground of the rents being too high?—No; on the ground that they wish to pay the ordnance valuation. I am speaking more of my neighbours than myself, because my rent collection does not come at this particular season.

22282. Mr. SHAW.—Your last collection was pretty fair?—Yes; we allowed an abatement.

22283. And you got your rents well?—Yes.

22284. And you only speak from what you hear?—No. I know what occurred within the last three days. I allowed 20 per cent. abatement on the collection in February, and then on the collection in August some of the tenants insisted on getting it again, and stopped it from me, and I would not give it. I gave them receipts, and left the balance due by them, which they promised to pay me, and they did not. I processed them at the last Kilrush Sessions, and I believe they took it very much amiss. I hear they were going to shoot me, but I am not certain. I came back by the steamer, and a commercial man was stopped on the road, and they asked for me by name, but fortunately I was not there. The people were either drunk, or they wanted to shoot me. If I thoroughly believed it, I should apply for protection, but until they do something more I don't intend to do so.

22285. The CHAIRMAN.—Did they ask to be allowed to pay the Government valuation?—No one has asked that from me as yet. All they asked was the abatement made in the previous year—that was last August. Since that there have been land clubs formed in all the parishes, binding themselves not to pay more than Griffith's valuation, with receipts in full.

22286. Baron DOWSE.—Are you much above Griffith's valuation?—Yes. The average rent on all the estates I manage is half over Griffith's; that is, Griffith's valuation is two-thirds of the rent. In Louth there was a farm of 80 acres, and the valuation was £2 an acre, and our rent was £3. The tenant got into arrear of one year's rent. We promised to give a thirty-two years' lease of it. That is the usual lease since the Land Act, and the tenant got £1000 for it. That is in Louth, near Ardee, and it is once and a

half Griffith's valuation. That was two years ago. With reference to Griffith's valuation in Clare, there was a farm—I won't be positive as to the exact valuation—it was a little over £100 a year, and it sold for £8500. That was about sixty years' purchase. That denotes what Griffith's valuation was as compared with the real value of the land. There were no tenants on it. It was a grass farm. Out of the 200 tenancies I am myself connected with, there are five at Griffith's valuation; one is three times Griffith's valuation; about 8 are double; 20 are one-fifth over Griffith's valuation; and all the rest are one-half over. As far as my knowledge goes, if you could compare Griffith's valuation with rents, the rents are once and a half the valuation. The grass farm I hold in Galway is more than two and a half times Griffith's valuation. I pay that rent myself.

22287. Are you satisfied with the rent?—I would if it was near me, and as a matter of rent I am not dissatisfied. In that neighbourhood there are several farms which have been let at a very much higher rate than Griffith's valuation. That is in the Joyce country. The rents of that district are enormously over Griffith's valuation. The reason is that Griffith's valuation wholly omits wool as an element of valuation, and the rent in mountain sheep farms depends much on mountain wool. In fact, a few years ago wool paid the rent altogether. There lately was a great falling off in wool; wool is an element in sheep farms, and it happens to be omitted from Griffith's valuation. If there was a re-valuation, it should be taken into consideration. Of course to value a sheep farm by corn prices would be ridiculous.

22288. The CHAIRMAN.—At present the tenants have an idea that Griffith's valuation is the fair value?—I don't think any tenant thinks that. They would like to pay it, but I think they are all perfectly aware it is greatly under the value.

22289. They would like to pay it because it is below the value?—Yes.

22290. How would you try to settle that difference?—I would have a re-valuation. I think it is a most important thing—on the lines of Griffith's valuation *mutatis mutandis*, and taking it on an average I think the prices in Griffith's valuation are about 80 per cent. under the present prices. I know the present average price of beef is 70s., but it is 35s. in the schedule. The price of every article except corn has gone up in a similar way. The rise in the value of grass lands has been much greater than in tillage lands. Poor tillage land is not worth more now than in Griffith's valuation.

22291. Do you think poor tillage land means poor tillage land for grain crops?—Yes. I don't think there is as much profit on tillage now as thirty years ago.

22292. Are the tenants making many improvements in your part of the country?—In Kerry they improve a great deal, and we have a few tenants in Clare holding by leases who have improved very well; but as a rule the tenants there, I would say, do not improve.

22293. There is no change in the fences or condition of the houses?—The houses are better—that is to say, the windows open, and perhaps a little room added. There is no perceptible change in the aspect of the land from what it was when the ordnance survey was made thirty or forty years ago. In one case only I had to contest in the Land Court.

22294. They were claims on eviction?—Yes.

22295. For non-payment?—No; on the expiration of a lease.

22296. They were disinclined to pay an increase of rent?—No. They were satisfied to pay an increased rent, but they were not satisfied to pay the rent I put upon them.

22297. Baron DOWSE.—Was there a decree against you?—No.

22298. You succeeded?—I did. The ground on which I succeeded was this: the farm was let at a very low rent—£11 a year—and that was not more than half

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the ordnance valuation. It had been held for twenty-one years at that, and they offered just a trifle over Griffith's valuation, and I wanted more. I put once and a half Griffith's valuation, which was the letting value, and they would not pay it. There is a clause in the Act giving power to set off the benefit the tenant has had by holding at a very low rent, against the improvements. There was a sum allowed for improvements, which was fully balanced by the benefit the tenant had had, and one year's rent due.

22299. There was no claim for disturbance?—No, there could not be on the twenty-one years' lease.

22300. Did you keep that land in your own hands then?—No.

22301. You let it at the rent you mentioned to another tenant?—Yes.

22302. Mr. SHAW. You got your own price for it?—Yes.

22303. Baron DOWSE.—Was that in Kerry?—No, it was in Clare.

22304. Mr. SHAW.—How long is that ago?—It was in May twelve months. The thing went on until November. I am told there was a threatening notice posted about it two days ago.

22305. The CHAIRMAN.—Warning the incoming tenant?—I should think, warning him to give it up. I heard this morning from the resident magistrate in Ennis that there has been a threatening notice, which he has sent up to the Castle. I think it is in reference to that farm.

22306. You say in Kerry there was a good deal of improvement by the tenants?—Yes; we have made leases.

22307. It is under leases they are doing it?—Yes; they are a very industrious people, the Kerry people.

22308. And are the landlords in the habit of helping towards these improvements?—Not since the Land Act. Up to the Land Act we paid half the cost of fences and drains. Last year we did do works for the tenants, but it was the only year, and without any charge to the tenants.

22309. Are they still continuing improvements on a small scale?—I think so.

22310. How are they acting as to payment of rents?—Their rents were paid before the agitation began, and they have been well paid. They are once and a half the valuation.

22311. Do you know anything of the purchase of holdings by tenants?—I do not, except by hearsay. On the Marquis of Conynghame's estate I heard they had borrowed the rest of the purchase-money over what the Board of Works advanced.

22312. Mr. SHAW.—That is just being carried out now?—It is, in another wing of the same estate. One wing was sold six months or more ago, and I heard that they borrowed the money.

22313. The CHAIRMAN.—Do you think, if peasant proprietary is carried out, great care should be taken where the tenants are holding in rundale?—I do; and I think there should be further legislation on that subject. Very often the names on the rental may have been settled afterwards, and the holders in rundale become six or seven distinct tenants, and they hold like a chessboard; no landlord can rectify that without notices to quit. I think the landlord should not be put to the odium and danger of serving a notice to quit; and how can that state of things be remedied without a notice to quit, with the law as it stands? It is impossible to do anything with them.

22314. Baron DOWSE.—Suppose the tenant does not consider it is for his benefit, and will not agree?—As a matter of fact they are generally left so, but if they got a perpetuity of that state of affairs it would be very undesirable.

22315. Suppose that with that notice to quit, you served a notice that you did not wish to do anything but regulate the farm, and put an end to the system of rundale, and then if a tenant filed a claim, no Chairman would give him compensation?—The very name, "Notice to quit," is odious.

22316. If the landlord looks upon it as a sentimental grievance, the tenant is entitled to do the same?—I think no landlord will attempt it in the present state of the law, and they will remain as they are.

22317. The CHAIRMAN.—It is a question what can be done in cases of purchase by tenants where the system exists, and you think it would not be advisable to allow a sale to a number of persons in rundale?—I think so; and if it would be possible to induce such a class to emigrate, it would be very important.

22318. Mr. SHAW.—Could you not give the County Court judge the power of regulating these rundale cases without expelling the tenants?—That is what I meant to suggest; but I know they are so tenacious, that I would wish some provision without suggesting eviction at all. Where there has been rundale, and now it is divided legally, it is difficult to deal with the case.

22319. The O'CONOR DON.—Do you often find that two or three tenants take a holding, and set it in rundale to fourteen or fifteen?—The holding having been separated, I find they are holding as separate tenants now.

22320. Baron DOWSE.—There should be some proceeding in the County Court, and the judge should make whatever order he thought necessary?—That is what I thought.

22321. Something in the nature of a partition order?—Yes.

22322. The CHAIRMAN.—Is it your opinion there is a danger of a man coming in with too much debt upon him?—There is danger of it.

22323. Do you think, for the purpose of avoiding that, purchasing fee-farm grants at low rents would be better than complete purchase?—Yes. A great number of landlords, to rid themselves of trouble, would be disposed to make sales of fee-farm tenures.

22324. Would you allow the Board of Works to advance to the tenants who purchased?—Certainly.

22325. You think something should be done to make it less expensive?—I think so, but not without a motion in Court. It would prevent fraud or misapplication. I think making title might be simplified by advertisement and a judge's order. When I wish to borrow £10,000 for land improvement, I can do it in a simple way, and I think a similar plan should be adopted to enable farmers to take money for the purpose of purchasing.

22326. What is your opinion about the reclamation of waste lands?—Well, what I call waste lands would not pay for reclamation. There is a great quantity of cut-out bog, and black bog that is mixed with a little earth and makes red ashes, that will make very good land.

22327. That is usually in the hands of tenants?—I don't know that it is. It used to be; but its value is so well recognised now, that the landlords are retaining their bogs and allowing the tenants to cut turf on them.

22328. I mean the cut-away part?—No, that is the property of the landlord, and is very valuable; and unless it is attached to their farms, no landlord would let away bog that is being cut out.

22329. He reclaims it?—He will get it done. He will let it to a small tenant or two to take a crop off, and it becomes good land, that will pay well.

22330. Baron DOWSE.—That is not what is usually called waste land?—No. I define waste land to be moor; that is so little good that it is not good for pasture. Red bog will not pay for reclamation. It would be cheaper to buy an estate.

22331. The O'CONOR DON.—As to mountain land?—It is fit for pasture, and it is in its best state.

22332. Baron DOWSE.—Do you consider a piece of land completely covered with furze waste land?—No; there is some very good land covered with furze.

22333. But if it is all covered with furze it would be waste land?—No person would leave land in that state. At the most the expense of taking away the

furze would be about £8 an acre if the furze was as thick as grass, and of course an acre of land cannot be purchased for £8.

22334. The CHAIRMAN.—Would you consider that reclamation at all?—I would.

22335. Would you give it the name of reclamation where it is merely stubbing furze?—No; I think it would not come under the strict definition; furze coming that way is usually from neglect. I know very good land let at 22s. an acre, and it has been let go that way, but it is good land.

22336. Mr. SHAW.—If it is covered with furze it cannot be good land?—The people let it in con-acre, and they burned the furze, and have taken potatoes out of it; but I think the furze will return to it.

22337. Baron DOWSE.—What would you say stubbing the land was?—Taking the bushes out of it. If it is in furze they have machinery for taking it out with.

22338. I suppose waste land may be defined as land of no value to anybody in the state in which it then is?—That is as I define it.

22339. Do you think going to an expense of £12 or £13 an acre would pay?—No. It would cost £20.

22340. You say you are in favour of written contracts between landlord and tenant—do you think for the purpose of encouraging them stamp duties ought to be reduced?—Yes; and if a statutory lease acceptable to all parties could be fixed, it would be the best solution.

22341. Tenancies from year to year?—I would like to see no tenancies from year to year, or put legislative disadvantages on it.

22342. What would you put in its place?—Leases for 31 years. If I approve of a tenant, I would put his own life in, and that would make it eternity with him. I generally get them to give one or two years' rent as a fine.

22343. You don't raise the rent upon giving leases?—No; that is the only increase. In the country they get very large marriage portions—larger if they have got leases—and it is worth their while to pay for them.

22344. Mr. SHAW.—They would rather give a fine than have the rent increased?—I think so.

22345. Baron DOWSE.—The estates you manage have been in your family a long time?—The Kerry estate has not, but the Louth and Clare are ancestral estates.

22346. The Louth estate came from Mr. Foster?—Yes.

22347. The Kerry estate belonged to your brother?—Yes; my father purchased it.

22348. That was Baron Foster?—Yes. There was a statement appeared in the newspapers in reference to Baron Foster's property. The history of that property is this. It was purchased in 1817 by my father, Baron Foster. I am not the Mr. Foster that Archdeacon O'Connell referred to. The estate was then held by a middleman at £800 a year. He never paid any rent, and in 1819 he was evicted, owing £1200. The tenants held under the middleman. My father then had the estates mapped, and made 21 years' leases to every tenant at one-third less than the middleman charged. At the end of 21 years O'Connell's lease fell out with all the others, and his rent was then raised; Archdeacon O'Connell stated it was raised 25 per cent. I daresay it was, but it was not raised to the amount it had been 21 years before—it was still less. The map made on the execution of the lease did not show any improvements during the 21 years' lease. I don't agree with him; he says there were £800 worth of improvements. I don't think there was £100 worth of improvements—nothing except what a man living on a farm would naturally expend in that time. As to trees they are there still, they never cost 30s. to plant; he says there was a planting. I don't think there are five hundred trees, and they are principally in a little garden round

the house. He stated his father only held one year under my brother, William Foster, but the fact is he held eight years. My father died in 1842, and he says he was evicted in 1850. The immediate cause of the eviction was, there was a tenant adjoining him, and we wanted to give two and a half acres of unreclaimed bog of no value to the tenant adjoining, but O'Connell refused this point blank, and in the then state of the law you could not take a portion of a man's farm without serving a notice to quit for all. We served him with a notice to quit for all. It went to the Assizes. In order to get the two and a half acres of bog, we had to evict, and a great deal of ill blood was engendered. That is the whole story. That was in 1850, just after the famine. He brought it all upon himself by wantonly refusing to give up two and a half acres of wild bog. That is 30 years ago, and my brother lost some rent then due by O'Connell, and had to pay his own costs also.

22349. Do you think it would be desirable to have some public officer to fix the valuation, to give confidence in land cases?—I do. I think the expense is enormous even in the smallest case. Each person is allowed to have a local surveyor—who gives contradictory evidence; they get three guineas for their attendance in Court, and three guineas for inspection of the land in any case, however trifling. I would go farther, and I would say there should be a public county officer to be a valuer of land.

22350. The CHAIRMAN.—Who would be a sort of independent man to come and give his opinion freely for both sides?—Yes; and if there is a public valuation made, and in a few individual cases it is not satisfactory, it could go before the county Chairman. If there was a public officer it would save a great deal of dissatisfaction.

22351. You mean in valuing lands between landlord and tenant?—Yes.

22352. And valuing improvements also?—Yes. Arbitration is mentioned; that never would do in the state of the country; one dare not express an opinion unless you are a county officer.

22353. You think the landlord would not be able to get an independent arbitrator?—I think the tenant would name a prejudiced arbitrator, and I think any arbitrators named would probably find coffins and graves at their doors, and all that, and they would not like to undertake the duty.

22354. Do you think if there was a possibility of agreeing on arbitrators a reference to this public officer would be a satisfactory way of dealing with disputes?—I think so; but I think the Chairman should deal with it regularly. I do not approve of arbitration.

22355. Baron DOWSE.—He would be something like the referee originally mentioned in the draft bill?—I did not know about that.

22356. It think it was principally on account of the cost it was struck out?—The only question—for I have spoken to tenants over and over again—is the question of valuation. No one wishes to turn them out in case they pay their rent—the Land Act makes it inexpedient.

22357. Practically on your estates the tenants have fixity of tenure?—Practically they have; they are not turned out at all. In reference to tenant right, I may mention that a great many new tenancies were created after the famine—a vast number of tenants who never built their houses; and I should say in that case it would be very unfair to give these people who came in without paying anything, the right of sale.

22358. The CHAIRMAN.—To include the houses as their own improvements?—Yes; where it is plain from the date of their tenancy it was impossible they could have built them.

22359. As a rule the landlord did not build them?—As a rule he contributed in the way of giving timber and rafters.

22360. But as a rule they do not?—There are great

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exceptions. On my own estate I let a farm about seven-
teen years ago; the house on it was a police barrack,
and it cost £250. I drained the whole farm. And that
man, if he got tenant right, would be selling what I
gave him.

22361. But the way to regulate that would be
in the rent?—No; the rent he pays is £5 for the
house.

22362. How did you get the house?—I got it by
inheritance—Lord Fitzgerald built it.

22363. And was he paid out of the rates for it?—
No; he was paid the rent while the police occupied it,
and then it was let to the tenant at £5 a year.

22364. It was let with the land?—Yes; but he
paid £5 a year for the house outside the land.

22365. Baron Dowse.—It is out of proportion with
the farm?—In a country that is civilised, it would
not be.

22366. You don't say this country is not civilised?
—I hope it will be more so.

22367. The CHAIRMAN.—Do you think the difficulties
have arisen very much from the bad seasons?—I think
so; but I think it has arisen more from bad trade in
England last year than anything else; and if you had
another year of bad trade in England, even if you had
a good season here, there would be a great deal of
discontent.

22368. What is your opinion as to the six months'
redemption?—I believe in England if a man owes half
a year's rent on lease, he can be evicted, but in Ireland
you cannot if there is distress on the land.

22369. Baron Dowse.—In England you cannot evict
for non-payment, unless there is a contract in writing?
—Yes, I wish to have leases in Ireland as in England,
with a proper clause of re-entry, and no such thing as
tenancy from year to year.

22370. The CHAIRMAN.—What is your objection to

the power of redemption?—Because under the present
state of affairs no one will bid for the land; and if a
tenant is put out under eviction, he will retake posses-
sion, and it is a fight and terror for six months; they
will force back again, and the peace of the country
is endangered. They seldom redeem.

22371. The O'CONOR DON.—Would you think it a
good plan to have six months before eviction takes
place?—I think taking possession ought to be a final
matter, because you cannot remove a house or do
anything to prevent their re-taking possession as long
as you are subject to redemption. I think the
English plan is best, to make people pay their rents
three months after they are due. I know in England
they can ask a Court of equity to redeem, but not
after a year's rent is due, I believe.

22372. Baron Dowse.—There is this objection to
this clause of redemption, if the landlord undertakes
to do anything at all, he is subject to an account
afterwards: the land must lie idle?—And the work-
ing of it is, that the land lies idle for six months,
and during that time the peace of the country is
endangered.

22373. Would you give a period prior to the
eviction instead of after it?—That would be better:
the period runs from the execution of the *habere* at
present; it ought to run from the date of the decree.
If the tenant does redeem, it is an injury to him,
because he has not dealt with the land in its proper
way, and it is a loss of half a year at least.

22374. Do you ever distrain at all?—No, for thirty
years I have never distrained; but I think the right
of distress is necessary to be maintained. If a man
is insolvent, there is no use in decreeing him: he
may take in grazing cattle, and the only way you
can proceed is by distress. A process is a much
better way of recovering if a man is solvent.

Michael Lane.

Mr. MICHAEL LANE, Ardnacrusha, Limerick, examined.

22375. Baron Dowse.—You are a tenant under
Colonel M'Adam of Blackwater House, and you repre-
sent these other tenants who are now present?—Yes.
I hold 38 Irish acres at £102 a year. The Govern-
ment valuation is £38, 10s. It is partly tillage and
partly pasture land. Blackwater House is about four
miles from this.

22376. How long have you been paying the present
rent?—I suppose about 14 years.

22377. What was the previous rent?—£80.

22378. I believe it had been let to your father out
of the Court of Chancery before that?—Yes.

22379. What rent did he pay?—About £1, 10s. an
acre.

22380. Is it dear at the present rent?—I consider it
so—very dear. I am not able to make the rent.

22381. Is that last year?—Every year that came
upon me. I never could have made the rent only for
my friends.

22382. You are a tenant from year to year?—Yes.

22383. Did you ask for a change in the rent?—Yes.

22384. What did he say?—He said he would not
give it.

22385. Did he say that out flat and strong?—I
could not see him to say it.

22386. It was the agent?—Yes, Mr. Thomas
M'Adam—he is his first cousin.

22387. When the rent was raised last it was upon con-
ditions?—Yes, it was upon the condition that he would
build a house and drain about 14 acres of my place.

22388. The house had been blown down?—Yes.

22389. Did he build it?—No.

22390. Did he put you off?—He made me draw
stone materials, and sand, and mortar, and I had drawn
these things and they remained there for two years, and
during that time my father got unwell and died. The
landlord went to Belgium then; he was off and on before
that; he bought a house in England.

22391. He never built the house?—No.

22392. You built it?—Yes.

22393. Out of your own pocket?—Yes.

22394. Did you use the materials drawn there?—
Yes.

22395. You still pay the £102 rent, and had to
build the house in addition yourself?—Yes.

22396. What did the house cost you?—I really
could not say how much it cost.

22397. Is it a good house?—It is a good slated
house.

22398. Did you never write to him, asking him to
fulfil his promise?—I did on several occasions.

22399. What answer did he give?—He said at one
time he could not borrow the money from the Boards,
and another time he did not think he had any right to
build.

22400. Didn't he promise to build?—Yes, before a
most respectable witness in my parish.

22401. Didn't he promise to drain it too?—Yes.

22402. Did he drain it?—No.

22403. Were you able to do it yourself?—No, I
was not able.

22404. Is there any portion of the land that is
practically useless for want of drainage?—Yes, about
14 acres.

22405. I suppose you got some reduction last year?
—I got 15 per cent. on one half-year, and 6 on
another. That is 21 on the whole year's rent.

22406. That is only for one year—he did not give
you a permanent reduction?—No.

22407. Has he been in the country for the last few
years?—No, not for the last six or eight.

22408. Where does Thomas M'Adam live?—Near
Newport, County Tipperary.

22409. Does he come for the rent?—Yes.

22410. To where?—Up to Mallow Street.

22411. And you go in and pay the rent?—Yes.

22412. Do you never speak about the house he was to build?—Yes.

22413. What did he say?—He said nothing. He was the agent before, and then he was out of it, and it was at the time he got out of it that Colonel M'Adam raised the rents, and my house was blown down, and the promise made. Then I said to him I had a right to get some place; even at the time my house was blown down he came down to tell my father and mother and all my family that we could come up into his place until there would be a house built, and my father had an objection to do that, and he said he would remain where he was, pending that Colonel M'Adam would build the house in a short time, but he did not do so, and that was the cause of my father dying, which I can prove by the certificate from a doctor.

22414. How did it cause his death?—He got kidney complaint in a cold house.

22415. Do you know anything about Mrs. O'Grady's case?—I do.

22416. She is on Captain Maunsell's estate?—Yes; she has about 60 acres at £160 rent, and the valuation is £38.

22417. Is that too much rent?—I consider it a great deal too much. I think it is considered by the whole people about to be a great deal too much.

22418. Do the tenants about you pay very high rents?—I think in the parish I live, there is not another parish has the same to complain of.

22419. Who owns the property?—Generally Colonel M'Adam and Captain Maunsell. Oct. 26, 1880.

22420. Has there been any increase of late years?—Considerable. Michael Lane.

22421. How far back, generally speaking?—About ten or twelve years.

22422. You said before that even if the times were good it would be too high a rent?—Yes; I never could pay but for my friends.

22423. How did they pay it?—They lent it.

22424. Are they tenants?—Yes.

22425. They can't be heavily rented?—Well, they are considerably.

22426. How can they manage to give you money?—They give it as bills in the bank.

22427. Then I suppose you are intended to pay these bills?—I must.

22428. It is borrowed money?—Yes.

22429. You are borrowing money to pay too high a rent?—Yes, for the last seventeen years I am doing it. Mrs. O'Grady is going to be ejected in November for non-payment. Her husband died latterly, and I may tell you the place never paid the rent.

22430. It is an exorbitant rent?—It is.

22431. The O'CONOR DON.—Was it raised at all?—Not since they came into possession.

22432. Is it near the town?—It is $4\frac{1}{2}$ miles from Limerick.

22433. Is it within the borough?—No, we are in the County Clare, and this is in the City Limerick.

Mr. PATRICK KANE, examined.

Pat. Kane.

22434. Mr. SHAW.—You also hold under Colonel M'Adam?—Yes; I was put out by the Sheriff on the 30th of August last. My rent is £58, 13s. for $21\frac{1}{2}$ acres.

22435. Was the rent raised at all lately?—No.

22436. How were you broke?—This was a place my brother took about eleven years ago at a higher rent, and he sent me to live there, and I am there about five years.

22437. Is your brother tenant, or are you?—My brother was tenant. He ejected me and put me out. I owed two years' rent.

22438. Was it good land?—No, sir, bad land.

22439. How far from Limerick?—Two miles. It is in the County Clare.

22440. The rent was not raised after your brother took it?—No, sir.

22441. How was the man paying it before?—He promised to pay the same and he ran away.

Mr. MICHAEL KANE, examined.

Michael Kane.

22442. Mr. SHAW.—You are a tenant on the same estate?—Yes.

22443. How much land do you hold?—Twenty acres at £53, 1s. 6d.

22444. Are they Irish acres?—Yes.

22445. Was the rent raised on you at all?—Not since I came there.

22446. You think it is too high?—I know it is. The Government valuation is £18.

22447. You never can make a living out of it?

—No, sir. I got married to the daughter of the man who had the place, and I would not keep the place only for my father giving me money to pay the rent.

22448. The place is not able to pay the rent and give you a living?—It would not give half the rent.

22449. Is it wet land?—One-fourth is good land.

22450. Are you a brother of the other tenant of the name?—No, sir.

Mr. PATRICK GRADY, examined.

Pat. Grady.

• 22451. Mr. SHAW.—You hold 28 acres on the same property?—Yes, sir, at £70, 7s. 2d. The valuation is £22.

22452. It was not raised?—No, sir.

22453. Do you think it is too high?—I do.

22454. Do you owe much?—One year's rent.

22455. Were you allowed anything in the bad times?—I was.

22456. The same as the others?—Yes. 20 per cent. on one half-year's rent, and 12 on another.

22457. You are not able to make the rent, and live on it?—No, sir. I drained a great part of it, and I am not able to improve the rest of it. I thought I would be able to do it, but I am not.

22458. How did you get on before the bad times?—I am only there six years. I thought I could drain it, and I laid out all my money.

22459. The CHAIRMAN.—The bad times came on soon after?—Yes; there was a few years good enough before that.

22460. The O'CONOR DON.—How did you get into it?—I took it from Mr. M'Adam.

22461. You took it by proposal?—Yes, sir.

22462. Then you fixed the rent yourself?—No, sir.

22463. Didn't you say you would pay the rent for it?—I paid the same as the man before, but the man before me never paid it.

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John Hartigan

Mr. JOHN HARTIGAN, examined.

22464. Mr. SHAW.—Who is your landlord?—Mr. White.

22465. How much land do you hold?—Twenty-two acres at £77, 11s. The valuation is £48, 5s.

22466. Was the rent raised?—No, it was lowered. The valuation is beyond any other portion of the district.

22467. Has he any other property there?—He has only the estate I am living on, which has six or seven more tenants on it, but it is valued beyond any other place.

22468. This is in the County Clare?—Yes.

22469. Your farm is higher than any other?—Yes, in every way.

22470. Is the house good?—Yes, pretty good; but beyond that, the other land is valued at only £1, 6s. an acre, and mine is valued at £2, 3s.

22471. Is the land better?—It may, be a shade better.

22472. Is it a large rent?—It is far too dear.

22473. Were you able to get on before the bad times?—No, except for industry. Mr. White lived in Fitzwilliam Square. He is dead, and since then the abatements have been done away with.

22474. Who has the property now?—Mr. Robert White of Killaloe is the agent.

Wm. Howard.

Mr. WILLIAM HOWARD, examined.

22475. Mr. SHAW.—On whose estate do you hold?—On Colonel M'Adam's estate.

22476. What is your rent?—£43.

22477. How much land have you?—Ten acres. The value is £17, 5s.

22478. Do you consider that too high?—Indeed I do—nearly double.

22479. Have you any other land?—No.

22480. That is your only way of living?—I have business, and I had an income which enabled me to pay the rent.

22481. You could not make the rent out of the land?—No.

22482. It is good land?—It is fair land.

22483. Did you ask for a reduction?—I did. I am endeavouring to obtain it. I got a reduction of £3, but whether he will make it permanent I don't know. I am asking the same now.

22484. Did you build a house on it?—I had to build two houses on it for my own accommodation, and improved it. I lost £150 on improvements.

22485. Do the tenants generally do their best to improve it?—They do all in their power.

22486. But the land is too dear?—It is too dear, and there are not more oppressed tenants in Clare. They are willing to work day and night, and they are not able to do now for their families.

22487. The O'CONOR DON.—How long are you there?—Ten years. It was purchased for me. I was filling a situation.

22488. What was paid?—£80 for one small holding, and £70 for another.

22489. At these rents?—Yes. I was not in the country at the time.

22490. The CHAIRMAN.—Are you living on the farm?—I am.

John W. Scott

JOHN W. SCOTT, Esq., Roslevan, Ennis, examined.

22491. The CHAIRMAN.—You are agent for Lord Leconfield?—Yes.

22492. Can you say what is the custom on Lord Leconfield's property as to improvements?—He has been in the habit of making all the improvements himself, carrying on his estate on the English system, making all the drainage and buildings, and charging a percentage accordingly.

22493. He does the whole work?—Yes.

22494. How long has that been the custom?—Since about 1848; before which time the property was all let to middlemen, and a great many surrendered in the bad times, and a great many fell out, and he would not renew their leases. He took all the yearly tenants into his own hands, and granted no leases, the object being to try as much as possible to get them into the English system, all the buildings and improvements belonging to the landlord. He sent a number of people to Canada; and then he formed a number of model farms all over his estate, and worked them for a number of years, and subsequently let them.

22495. What has he laid out in that way?—This return was prepared for the Land Committee from 1855 to 1879 upon his Clare and Limerick property. The total comes to £44,408 on buildings, and £20,645 on drainage.

22496. That is on the two estates?—Yes.

22497. What is the acreage of each estate?—In Clare, 36,106 acres (head rents excluded), and in Limerick 6131 acres.

22498. Mr. SHAW.—Did he put on 5 per cent. or less interest?—The interest raises a serious question. The interest he put on was 5 per cent. for drainage, and 4 per cent. for buildings. That was at the time the Board of Works were charging $6\frac{1}{2}$ per cent. for twenty-two years. The tenants are rather dissatisfied because he

did not reduce it; but I have made out that on the drainage, as a general rule, 5 per cent. was generally charged, and on buildings practically 4 per cent. I cannot say before my time, when there were larger buildings, but for the last seven years the buildings have been principally houses for the smaller people, and the amount expended on that since I came was £20,804, and the percentage he added to the rent was only £361, 6s. 9d. a year.

22499. Was that for labourers?—No. There are very few labourers in Clare; small tenants up to £5 and £6 a year. Lord Leconfield built them good houses, and there was no pleasing them. The percentage comes to a little over 2 per cent. on the buildings.

22500. Mr. SHAW.—There were farms with the houses?—Yes, and perhaps only paying £5 a year for it. I think it right to say that a very difficult question has arisen with respect to this matter within the last week, for the tenants have struck against this. They have taken a sample town land in the west, and they have struck against any payments over Griffith's valuation, which is a repudiation of all Lord Leconfield's outlay. I had three days for rent paying: on the first day they paid fairly, on the second day they sent in a very well selected case to refuse, and on the third day the whole town land came in, and would give nothing but Griffith's valuation. £178 is the valuation of the town land. The middleman's rent was £260, 14s. 7d. The agent and surveyor revised the rents, and put them at £213, 19s. 7d., two years after the lease fell in. Lord Leconfield has spent since then £386 in drainage, and £1636 on buildings—that is, over £2000; and his rent is £246, 17s. 4d.—£14 less than the middleman's rent, and the tenants have refused as a body to pay anything except Griffith's valuation;

and on one of these tenant's holdings over £500 has been expended.

22501. Baron Dowse.—Did you point out the injustice of that?—They would not listen to it. It was a regular arranged thing to make a stand against this. They won't keep the buildings in repair—they say they are Lord Leconfield's; and the same way with the drainage. They do nothing; and the consequence is there must be an end to the expenditure of £5000 or £6000 a year, for I don't suppose he will continue it if they won't pay the percentage.

22502. The CHAIRMAN.—He made no difference after the passing of the Land Act?—No. The expenditure was rather increased than otherwise until the last couple of years.

22503. Were the tenants badly off in the last two or three years?—Well, no; individuals were, but not as a general rule. Lord Leconfield allowed me to give them meal and flour, and vast numbers have got who did not want it at all; and there will be difficulty about repayment. And until last year there were no arrears at all upon the estate, and of course last year they fell back.

22504. But not from any exceptional distress there?—No, not altogether.

22505. They were worse off than in any other year?—They were.

22506. But any declining to pay, do you think it is really through inability?—No. They produced often more money out of their pocket than they wanted. I don't believe that in Clare the generality of tenants were better able to pay Lord Leconfield than this year. Some of them say they have received intimations not to pay, but I think others are taking advantage of it. It is said there is something of that sort.

22507. They don't like to pay when there is a chance of getting off?—Some threats have been made.

22508. Have you had many cases of ejectment for non-payment since you came on the property?—There have been very few ejectments. I have had to serve three or four in the year; but except very rarely I have never had recourse to the Sheriff. We never bring an ejectment unless a man is broken, and unless he is implicated with his creditors, and it is necessary to get a legal claim.

22509. When there is an ejectment, is a man allowed to sell his holding?—No. Lord Leconfield pays him compensation. He cancels the arrear, takes up the farm, and sends the man out of the country with money to start with.

22510. Having done so much himself, there would be little for the tenant to claim as for improvements?—No *bonâ fide* improvements.

22511. Since 1848 or 1850; but all that was done before in the way of building was done by themselves?—Still it would be small.

22512. Therefore he gives them compensation for the good will?—Not good will, but he gives them a gratuity on leaving; the proof is that I never but once had a case against me in the Land Court, and in that they were defeated with costs.

22513. Have you ever had to exercise the power of distraint?—No, never against an agricultural tenant. At the same time it is a great assistance having that power. If the creditors came in to sell, which they would, and there was collusion between the tenant and them, it gives power to serve notice on the Sheriff that there is a year's rent due, and thus securing the rent, which would be often lost if there was not distraint.

22514. That saves the tenant from being sold out?—Yes. Whenever there is a tenant's interest put up for sale, we send the solicitor to say it will not be recognised.

22515. You have had cases where after that the tenant was able to remain in the holding?—No doubt; but generally speaking when that comes about there is a great deal of roguery; and the fact of knowing that Lord Leconfield won't allow it, prevents

the creditors attempting to sell. When Lord Leconfield does that, he sacrifices his own rent. He would not claim his year's rent and prevent the sale of the land too; he gives the creditors their fair chance.

22516. Would you consider that as to the valuation of land for rent purposes, arbitration might be possible?—I think if you come to valuation that way, the tenant would in nine cases out of ten select a man who would be a very strong partisan, and he would be subject to intimidation.

22517. You think the tenant's man would be liable to be biased?—Yes, or intimidated; it would be highly unsatisfactory.

22518. There would be a man for the landlord?—Yes; and they would come to a serious difference between them.

22519. Would you have an umpire?—Yes; but I don't think that would be a satisfactory result. However, these questions of rent don't arise on Lord Leconfield's estate; for when a tenant leaves him, it is a clean sheet; he makes a new bargain with the new man.

22520. Baron Dowse.—But suppose the man in possession said he was rented too high, the only object you have is to get a fair rent, would you see any objection to letting a public officer settle the rents between you?—A public officer and an arbitrator are very different.

22521. Would you see any objection to a public officer?—I would sooner have a public officer. It would save the landlord a deal of trouble, but at the same time it would seem to be very hard that the landlord should not have the benefit of free competition.

22522. Is it free competition when the tenant has no other place to go to?—I never had a case where it was so. All the properties I have ever had anything to do with have not been ever-rented, and I confess I would not like other people to be interfering with me. I think that probably anything of the sort would have the effect on an estate like Lord Leconfield's of raising the rent considerably.

22523. It would be a benefit to him?—In a pecuniary point of view, no doubt. It is possible some might be lowered; but it would be very hard to say if some were lowered you are not to raise others.

22524. Is it your opinion that if there was a valuation it should be general?—Yes, a new Government valuation.

22525. Do you think there is any evil in the present system of what is called Government valuation, when that was not intended to be a basis for rent?—I don't think it is a fair basis for rent at all.

22526. It gives an impression of unfairness?—I think Griffith's valuation is on poor land very often the letting value, and in other places not at all so. It was founded chiefly on the prices of corn; butter, meat, and wool, and everything connected with cattle has increased since then enormously, and Clare is very unequally valued in relation to other counties in Ireland.

22527. What is the custom with regard to county cess and roads?—I find the tenants, rather than have an addition to their rents, prefer paying county cess. The offer that I frequently made was to take the average of the five preceding years and add half of that to the rent, and in every case they declined that.

22528. What is the arrangement as to roads?—They are taken into account in fixing the rents, but a road is frequently an element for higher rent for convenience sake. Farms are always let by lump rent now, and we always take into consideration whether a farm is conveniently circumstanced as to roads or not.

22529. If a new road is made, is there an allowance for it?—No; I only know of one case on Lord Leconfield's estate. There was a new road made, and it was for the benefit of the people, and it was very much wanted. Lord Leconfield gave a large

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sum of money to the sessions, and paid half the expense in order to get it for them; it gave the tenants access to their farms, and was the greatest possible advantage to them. If it was a road made for public purposes, and not for the benefit of individuals, it should be taken off their rents, but that rarely happens now.

22530. Have you any difficulty in preventing subdivision of farms?—It was absolutely prohibited on the estate. But last year several cases came to my knowledge; but it is practically impossible always to prevent it. In some cases they divide a field, and in other cases they take the crop in common and divide the produce. The father and son will do it without your knowledge, and practically without eviction you cannot get over it. I found several cases that I was not aware of. I thought I knew all the circumstances of the tenants.

22531. Had they divided the houses as well?—Yes. Our houses are long low houses with a kitchen and two rooms, and they break another door into the bedroom, and very often have two doors. I know a case where there are two brothers; one has to pass through the kitchen of the other into the room where he and his wife and daughter live. Where there is no will it becomes a squabble which of the children should have the farm. If there was power to sell, it would make a great change amongst Lord Leconfield's tenants. It would get rid of a good many of the tenants, because it is a constant effort on my part to protect the tenants and keep them together.

22532. Is there much turf bog?—There is a good deal.

22533. What is the custom as to that?—I have taken turf bogs up, and let them at a fixed rate, and they pay 10s. or £1 a year for cutting turf, and we make roads. It is only a sort of surety for keeping them up; but when the turf is cut away, the bog belongs to the tenant of the adjoining lands, and that is what they put in claims for compensation for, while letting it at what we call "mock" at £6 or £7 an acre although they are only paying 6d. perhaps to the landlord, and the unfortunate people who take it up do all the reclamation.

22534. They don't make open drains?—Yes, that just let the water off, and they get £6 or £7 an acre for it for potatoes.

22535. Do they usually fence it in?—No.

22536. Do you think there is much land that might be reclaimed that you know of?—Not on Lord Leconfield's property, except red bog, which is very valuable. As turf is every year becoming more valuable, he does not allow any to be sold off the estate; they only pay a royalty. I was agent on Lord Midleton's estate before I came here; there was considerable expense on that property, which was all in the County Cork.

22537. Was there any system as to improvements?—Yes, he used to give slates and timber. Between 1855 and 1873, exclusive of the town, there was £5900 spent by the different Lord Midletons.

22538. Baron DOWSE.—Was there a percentage charged?—In some cases there was, but generally speaking not. There was for drainage.

22539. The CHAIRMAN.—Was there a power of sale?—No; it was sometimes done on Lord Leconfield's estate prior to 1873. There were a few cases when by permission it was allowed, but they were either members of a family, or where a tenant added to a farm two or three acres of an adjoining farm. There were some few cases where outsiders purchased, but they were very few. I have been for thirty years connected with the estate of the Rev. Dr. Scott, County Meath, and we spent there £2000 on improvements. It is a small estate of about 1500 acres.

22540. Was there no charge made to the tenants?—Not as a general rule; in some cases there was 5 per cent.

22541. Were you agent for Lord Midleton from 1855 to 1873?—Yes.

22542. Baron DOWSE.—You turned very few out during all that time?—Very few.

22543. And practically they had fixity of tenure?—I have never more than once had a hostile eviction, though occasionally I did bring the Sheriff to make an arrangement with the tenant and get legal possession. I have not called the Sheriff in question more than seven or eight times in thirty years.

22544. The O'CONNOR DON.—Have you had any cases in the Land Court?—Never but one, and I succeeded; and that was to put in a member of a family who ought to have had the land. Lord Leconfield was put to considerable expense, and got nothing for it.

22545. Mr. SHAW.—The rents have not been raised on the Leconfield estate?—No, unless there is a new letting, and we charge what we consider the value.

22546. You always make a charge on a change of tenancy?—We put on what we consider a fair rent.

22547. You have no general valuation of the property?—No.

22548. Have you had on Lord Midleton's?—No.

22549. You raised the rents when the tenancies changed?—There were very few changes of tenancy, but the rents were readjusted on a change of tenancy.

22550. On the dropping of a lease?—Yes.

22551. Was there any considerable increase on the rental during your time?—No, nothing very extraordinary. There were a few cases in which leases fell in, that had been held by middlemen. The land was divided into a number of holdings, and we took the small tenants into our own hands.

22552. You did not put on a higher rent than before?—No; the effect would be to reduce the rent. But I am staggered by this refusal of last week.

22553. The CHAIRMAN.—These are men well able to pay?—Yes; those who are not, are not the men who fight. Those who cannot pay are only too ready to come in and throw themselves on our compassion, for they know we always treat them tenderly.

James Starkey

Mr. JAMES STARKEY, examined.

22554. The CHAIRMAN.—You are a farmer?—Yes, at Askeaton, and also near Newcastle. I was a member of the Farmers' Club, but since they transformed themselves I don't belong to them.

22555. What is the size of your farm?—150 acres at Askeaton, and about 100 acres at the other place.

22556. Who were the landlords?—One was Mr. John Nicholas Murphy of Cork, and the other Mr. Henry Trench.

22557. Mr. SHAW.—You don't find Mr. Murphy a bad landlord?—No, I am his agent.

22558. He gives leases, I believe?—Yes.

22559. Long leases?—Yes, he gave thirty-one years' leases in 1850, and the tenants' lives concurrent.

22560. And these leases are in existence?—Yes.

22561. What rent did he put on?—The rents were fixed then.

22562. Were they raised then?—That was just after the famine. The land had been held previously by middlemen, who got all out of it. He re-let it to the tenants at something like what the middlemen were paying.

22563. And they were pretty well satisfied?—They were very well satisfied.

22564. And were in very good circumstances at the same time?—Yes. The present agitation has unsettled some of them, and they think they should have it at less.

22565. Griffith's valuation has got into their heads?—I suppose so.

22566. The CHAIRMAN.—They were satisfied originally?—Yes; and most of them are independent people with large farms.

22567. Mr. SHAW.—You are a practical farmer, and must have a great deal of experience of land—do you think Griffith's valuation is a valuation for rent?—It depends on the character of the land. Some land would be dear enough at Griffith's valuation, and other land is cheaper at more than the valuation.

22568. It varies very much?—It varies very much.

22569. It is low on good land?—Yes; and upon inferior land the valuation is high enough.

22570. Mr. Murphy's land is good?—It is. It is very good tillage land. It was let at double the rents by the middlemen.

22571. Have you anything to say about Mr. Trench's farm?—It is a grass farm. I don't like the tenure on which I hold that farm. I feel that I am too much crippled by the conditions.

22572. Is it a yearly tenancy or a lease?—Seven years' lease I had of it, and it was renewed for seven years more, and at present I hold it for one year certain.

22573. The rent was left the same?—Yes; but I got an abatement for this year, and I have it only for one year certain at that.

22574. You have done nothing?—No, because I would not be permitted to do anything.

22575. Is it capable of improvement?—It is.

22576. And if you had a tenure you would do it?—Yes; and I have urged upon the landlord frequently to take money from the Board of Works and I would pay the interest, or to give me a tenure and encourage me, but he would not do any of these things. It wants to be drained. About 30 acres for the last three or four years have produced nothing but rushes and other aquatic plants. That could be made excellent land.

22577. Has he much other land?—He has.

22578. As equally capable of improvement?—Yes.

22579. He won't do anything to it?—He has not done anything.

22580. And he won't give you a tenure to encourage you?—No.

22581. Have you applied for a lease?—He would not give more than seven years.

22582. Are the tenants generally yearly tenants in your district?—They are not. Since the Land Act the landlords have generally compelled their tenants to take leases as far as they can, to contract them out of the operation of the Act.

22583. Leases for thirty-one years?—For twenty-one years.

22584. They are all over £50 a year?—A good many of them are.

22585. They contract them out of improvements as well?—Yes. They have no claim for improvements.

22586. Are the tenants large tenants?—They are pretty large.

22587. Many of them grass farms?—Some of them are. Where I live myself was entirely tillage country until the change in the circumstances of the times, and now it is very generally grass.

22588. Do you live on Mr. Murphy's land?—Yes.

22589. What rent do you pay?—I pay £1 an acre for the farm where I live, and the adjoining farm I pay 11s. an acre.

22590. An Irish acre?—Yes.

22591. You consider that a very low rent?—I consider it a very moderate rent. It is about one-fourth over the Government valuation. That is about the letting of all the property—it is let at about one-fourth over the poor law valuation.

22592. Are the rents high on other properties in your neighbourhood?—They are.

22593. Higher than that?—They are.

22594. Are the tenants able to pay?—With great difficulty. A great many of them are not well able to pay these times.

22595. They don't improve much?—No, they cannot.

22596. Is that owing to the want of security of tenure, or the want of capital?—It is from the fact that their improvements are of no value to themselves as long as they are bound not to claim for them. Of course a man won't improve, if at the end of his tenure his improvements may be confiscated.

22597. Have the tenants the means of improving?—I think they would improve.

22598. If they had security?—I think so.

22599. The CHAIRMAN.—Do they go for permission to agree with the landlord as to improvements?—The landlord won't consent.

22600. Lest they have claims outside the lease?—Yes.

22601. Baron DOWSE.—The tenants over £50 may contract not to claim anything under the Act?—Yes; and the forms of lease in use don't contract the tenants out of all claims for everything.

22602. Mr. SHAW.—Do you know of any cases of rent raising or eviction in your neighbourhood?—Not latterly.

22603. And up to the bad times the rise was on any changes of tenancy?—Yes.

22604. Do you know of any cases of tenants purchasing their holdings?—I do.

22605. Under the Landed Estates Court?—Yes.

22606. Has it been successful?—So far as I can judge it has been.

22607. They borrowed from the Board of Works?—Yes.

22608. Had they one-third themselves, or did they borrow it?—I could not say that; I suppose some of them had.

22609. Was it in your own neighbourhood?—Yes, in the neighbourhood of Newcastle.

22610. What property was that?—It belonged to a gentleman from Mallow—I don't remember his name.

22611. As far as you can judge they are well satisfied?—They have large farms, and appear to be well off.

22612. Improving their lands since then?—Yes. Two of them have taken money from the Board of Works, and one is draining his farm.

22613. Do you think if the tenants had security at fair rents, to be adjusted in some way, with the right of sale, they would be satisfied?—It would satisfy reasonable tenants, but at present a great many are unreasonable in their demands. All reasonable men would be satisfied with an arrangement of that kind.

22614. Giving facilities also for purchasing?—Giving full facilities for purchasing where cases arise.

22615. Do you think it would be possible between landlord and tenant to arrange a system of purchasing perpetuities or fining down the rent?—There is no doubt that would work, but a great many landlords have no power to do these things.

22616. But if power was granted?—If they had liberty to dispose of their lands, a great many of them would come to terms with their tenants in that way; and if the Board of Works were able to make loans on fair terms, tenants would pay it all. I am satisfied if there was freedom of sale of estates now tied up by entail, etc., along with the enforced sales in the Incumbered Estates Court, you would have plenty of land in the market for tenants to purchase.

22617. Both fee-simple and perpetuities?—Certainly.

22618. Do the landlords generally give any help towards improvements in your neighbourhood in the way of buildings?—Not since the Land Act.

22619. It has decreased since?—The landlord says that the Land Act has fixed the relations between them, and of course if they make improvements they do so under the provisions of the Land Act; but at all events that has not been the case with Mr. Murphy. He has always given timber and slates free.

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22620. You think it has fallen off on the whole?—
Yes, I think it has.

22621. There is a great deal of land in this country needing drains?—A vast quantity.

22622. And the landlords won't do it?—They won't do it under the present circumstances. Some of them have borrowed money this year, and expended it on their properties, charging it to the tenants. That is tenants' work, for the tenants pay for it.

22623. And the tenants won't make these improvements owing to the uncertainty of their tenure?—They have no inducement.

22624. Are there many farm labourers in your district?—A good many.

22625. Working on the tillage farms?—Yes.

22626. What pay do they get?—1s. 6d. was the current hire this year, and 1s. a day each with their diet; it varies according to the pressure.

22627. Have they got houses on the farms?—Some have, and some live in the villages about the country. A great many after the famine years were put off the land, and they congregated in villages, and are obliged to go a long way to work.

22628. And they only get 1s. 6d.?—Yes; when it is going, and at other times they make the best terms they can.

22629. What would be the wages of the men employed all the year round?—1s. a day and their diet, with probably a house.

22630. In the villages they are in a poor way?—A very poor way; in fact, but for the charity last year, I don't know what would have been the result; the farmers were not able to employ them.

22631. Are the rents pretty well paid this year?—I don't think they are. I know myself, from experience, many who are thoroughly able to pay, have not paid, expecting something to happen.

22632. I suppose they all got an allowance in the bad times?—I know they got 25 per cent. with us last year, but some landlords gave no abatement at all, and others 10 per cent., and so on.

22633. Baron DOWSE.—How can a reasonable man expect anything to happen that will relieve him from paying rent?—That is the unreasonableness of the present condition of things.

22634. Mr. SHAW.—Which is not likely to continue?—It will continue as long as the present agitation is going on; and decidedly I am of opinion that if there is not some legislative action to satisfy reasonable people, they will be thrown into the vortex of this agitation by and by.

22635. It will get worse instead of better, unless there is some complete legislation?—Yes.

22636. You think tinkering with it won't do now?—I really think not.

22637. You think peasant proprietorship can be tried in a moderate way, and safely?—Certainly. I think all revolutionary modes of dealing with land, or anything else, is very dangerous and very unjust, and that peasant proprietary established on these principles would not be permanent. They would be sold out for their debts before they would be long in possession, if every man in the country were turned into a proprietor.

22638. The CHAIRMAN.—Do you think amongst the smaller tenants they have any idea what purchasing their holdings means?—I don't think they have.

22639. Do they know they would have to pay interest on the money, and something to pay off the capital?—I don't think they have a clear conception of the meaning of it.

22640. Baron DOWSE.—Have they not a clear conception of gripping the land?—Yes; and I think a proof of that is that we don't find any ejectments through the country at present.

22641. Mr. SHAW.—And some of them think free land means to get it without paying at all?—That would suit a good many.

22642. You have many grazing farms in your own district?—There are a great many about Newcastle; it is a dairy country.

22643. Do you think the Land Act affects these injuriously in any way?—It affects them in this way, that the tenants who contract out of the Act won't spend 1s. on their farms. These lands are capable of improvement by drainage, for the best lands are generally moist lands.

22644. And they have no benefit under the Act?—No, where they have a landlord contracting them out of it.

22645. Would you give them any claim for disturbance or good will?—I don't see why they should not.

22646. Do they live on the farms generally?—Yes, generally; and in some cases where lands are exclusively confined to grass, and you are bound not to till any of it, and it happens in some cases, as in mine, you could not live on the land.

22647. Some people have said it would not be right, in cases of non-residential farms, that he should get liberty to sell his interest in that and put the money in his pocket?—The reason that it is non-residential is that they won't be allowed to live on it. Generally speaking, the farmer has a great number of children, and he would be very glad to settle one of them on a farm of that kind, and make it residential. One of the great faults is that there are so many farms non-residential. It is one of the evils of the grazing system; and if they were not used as mere grazing runs, people would settle down on them, and the country would be more prosperous than at present.

22648. Mr. SHAW.—There are no houses on them?—No, except herds' houses.

22649. You are not allowed to build on them or break them up?—No.

22650. And that is against the interest of the country?—Yes. I think grass farms are quite as capable of improvement as grass farms as any other.

22651. To do that you must drain and till them?—You need not till them, but you must drain them; but as he only has it from year to year, he will do nothing on it, as he does not know how long he will have it.

22652. Baron DOWSE.—Is not it a fact they let it in Tipperary for nine months or one year certain?—Yes. That is one of the greatest cries against the landlord system, that he can clear off all the tenants, and let it for eight or nine months to graziers, who are no national benefit, so far as not being consumers to any extent. For instance, that case in the County Galway, where miles of country were cleared of thousands of people, and turned into a sheep-walk and cattle land; that is certainly a terrible state of things, to desolate a whole country in that kind of way.

Michael Perry

Mr. MICHAEL PERRY, examined.

22653. The CHAIRMAN.—You are a tenant on Captain Maunsell's estate?—Yes.

22654. How much land do you hold?—About 5 acres.

22655. What have you to say about it?—That it is too dear.

22656. What do you pay?—My mother took it first £4 at an acre, then he gave a lease for a lump sum.

22657. How much is it now?—£20 a year.

22658. What is the valuation?—£7.

22659. Is it near Limerick?—It is about two miles away in the County Clare.

22660. Is that all you have to say?—Yes. My father held it about £8 about twenty-three years ago; the life he had dropped, and it was let to another man, who had some other land along with it.

22661. Then your mother took it?—Yes; and he put £20 on it.

22662. The O'CONOR DON.—How long is that ago?—About fifteen years ago.

22663. Mr. SHAW.—Have you any other land?—Yes; only for that I could not pay the rent at all.

22664. Your house is on the other land?—Yes; and the landlord we live under gave us an abatement, which brought the rent down to the Government valuation.

22665. Did this man give you any abatement in bad times?—He gave us 20 per cent. Oct. 26, 1880.
Michael Perry,

22666. The CHAIRMAN.—Your mother took it knowing the rent to be paid?—Yes, £4 an acre; but I don't think there are 5 acres at all in it. Some of the other cases are nearly double.

Mr. MARTIN HAMILTON, examined.

Martin
Hamilton.

22667. The CHAIRMAN.—How much land do you hold?—Twelve acres.

22668. What is your rent?—£35, 8s. 3d., and the valuation is £9, 15s.

22669. Mr. SHAW.—Is it reclaimed land?—Yes.

22670. Reclaimed bog?—It is not much better.

22671. The CHAIRMAN.—When was the rent fixed?—Fifteen years ago next March.

22672. Are you living on the land?—Yes.

22673. You have no other land?—No; I lived with

a gentleman who was giving up business, and I took up this, but I cannot pay it. I never made the rent off it two years.

22674. Is it all in grass?—No; but I got two acres tilled.

22675. Is it cows you keep?—I keep four cows.

22676. Did you get on well up to the last few years?—I was not able to pay the rent, but I did. I had some little money with my wife, and we kept on. We got £4 abatement last March.

Mr. ANDREW DUNDAS.

Andrew
Dundas.

22677. The CHAIRMAN.—How many acres do you hold?—Thirteen acres.

22678. What is your rent?—£40, and the valuation is £17, 10s.

22679. Do you say this is too much?—Oh, sure it too dear.

22680. Was it fixed fifteen years ago?—It was fixed when I entered first about fifteen years ago.

22681. Is that all you complain of?—Yes.

22682. Have you ever asked for a reduction?—I have, but I could not get it. I got 40 per cent. off last time.

Mrs. KEEGAN, examined.

Mrs. Keegan.

22683. The CHAIRMAN.—How much land do you hold?—2½ acres.

22684. What is your rent?—£7, 10s., and the valuation £3, 5s.

22685. And was this fixed fifteen years ago also?—No, sir; but I am in the house and part of the land about that time. I am not paying rent only since my

husband died. He had the rent from Mr. M'Causland, for he was at business for him, and when he died I should pay the rent.

22686. It is a cottage and land?—Yes, 2½ acres and a house.

22687. How long ago is it since he died?—Six years.

Mr. JAMES MADDEN, examined.

James Madden

22688. Mr. SHAW.—On whose estate are you?—Mrs. Gore's.

22689. How much land have you?—Twenty acres.

22690. What is your rent?—£60, and the valuation £30, 15s.

22691. How long have you been paying that rent?—I suppose over twenty years.

22692. It was not raised for twenty years?—No, sir.

22693. Was it raised then?—We got a lease at that time.

22694. Have you got a lease now?—It is about up now. It is within a year or two of it.

22695. Is it too dear?—Yes, sir.

22696. Did you build upon it yourself?—No, sir.

22697. Did you do anything in the way of improving it?—I reclaimed it and put manure on it.

22698. What is it worth an acre?—It is about worth £2.

22699. Is it per Irish acre?—Yes, sir.

22700. The CHAIRMAN.—Is it near Limerick?—It is about two miles from Limerick.

22701. On the Clare side?—Yes, sir.

22702. Would you be allowed to sell it if you wanted to go away?—I don't know that.

Mr. MAURICE SULLIVAN, examined.

Maurice
Sullivan.

22703. Mr. SHAW.—Are you a tenant on Colonel M'Adam's estate?—I am.

22704. What is the rent you pay?—£15, 4s. 10d.—that is, £2 an acre. The valuation is £6, 15s.

22705. How long are you paying that?—Up to forty years myself. My father died about thirty years ago. I suppose we are five or six generations there.

22706. Have you always been paying £15 a year for this under Mr. M'Adam?—Yes.

22707. He has not raised it?—When I was living under Captain Jackson he gave me 10s. an acre re-

duction, and it was sold at £2 an acre, and the first rent I paid to Mr. M'Adam was £2.

22708. The rental put down at the sale was higher than you were paying?—Yes.

22709. When after the sale did you pay a higher rent?—In about six months.

22710. When was the sale?—Eighteen or twenty years ago.

22711. Did you apply to get a reduction to what you were paying before?—Yes; I said I had a right to have it at 30s., but they would not hear me.

22712. Is your land better than the rest?—No.

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Maurice
Sullivan.

something worse. I got 10 per cent on the half-year before last, and nothing on the last.

22713. Where is this?—In the County Clare, about $2\frac{1}{2}$ miles outside the borough stone.

22714. You could get a good price for everything?—The land is very bad. It was the remains of a bog.

22715. Is it on the new road to Clare?—Yes. It

was the remains of a bog a great deal of it, and it was only commonage a good deal of it, and I reclaimed it, and manured and improved it myself.

22716. The O'CONOR DON.—You say it was paying this rent forty years ago?—Yes, but Captain Jackson reduced it 10s. an acre.

22717. In the bad times?—Yes.

William
Halpin.

Mr. WILLIAM HALPIN, examined.

22718. The CHAIRMAN.—Are you a farmer?—Yes.

22719. Where?—At Newmarket-on-Fergus.

22720. How much land do you hold?—I hold five different spots of land.

22721. How much altogether?—500 statute acres, or something more than that.

22722. In different farms?—Yes, and under different landlords.

22723. Is there any one in particular you wish to speak about?—There is. I am on very happy terms with all the landlords except one—Mr. Burton. I took a farm from his predecessor at about £40 some time ago, and since then seven agents have been placed over the property, and each has increased the rent.

22724. Is this a grass farm?—Yes.

22725. How long ago is that?—Since 1853.

22726. When was the last rise?—I took out a lease, and I was compelled to pay £200 to be left in possession. I said I would give up the place since my time expired, and on every increase I was going to give it up, but I did not, as I thought it would be a sign of decay.

22727. Do you live on the farm?—I do not.

22728. Mr. SHAW.—What was the rent when you came to the farm?—£40. Now it is £75. They have put on £35.

22729. £35 in seven steps?—Yes.

22730. When was the last step?—In 1877. I have got a lease now; since these increases were put on I have made no improvements on it. I took a lease and paid £200 for it.

22731. That was only to gratify your pride?—Yes.

22732. How many years is the lease?—Thirty-one years. About May last they changed the agent, and on the 8th May the former agent wrote to me to pay on or before the 12th May the rent due to Mr. Burton. I did not pay it, but I sent an application for money due to me for thirteen years, but when the new agent was appointed I paid at once.

22733. Were the rents of the other tenants increased every time your rent was raised?—Yes. A poor man near me was valued at £32, and they wanted to increase it to £40, and he told me. I said, "Make an effort to pay a fine and get rid of this; you will have a new lease." He said, "How?" and I said, "I will get it out of the bank for you." He was never asked for an increase of rent since.

22734. The fine was not paid?—No.

22735. Are there many tenants?—There are a good many.

22736. Have they been raising all the rents?—Yes.

22737. Baron DOWSE.—Is this in Clare?—Yes, it is between Ennis and Quin.

22738. Inland?—Yes.

22739. Good land?—No, stony land.

22740. Do you live under this landlord?—No, I do not.

22741. You have nothing to say against the other landlords?—No. I took another piece of land from another landlord about the same time, for which I agreed to pay £89, and in two years after he thought it was too dear, and he reduced it £20, and gave me a lease.

22742. Who is that?—Mr. Studdert. There are two cases of demesne lands: the owners ceased to be occupiers, and they set the lands; and No. 1, I will say, the tenant did not live on it, and the place went to ruin. It is nothing now but a wild common farm. On another place adjoining it the tenant has got it in very good order; but in case of disturbance the man who neglected the whole thing would come in under the Act, his place not being a demesne, and would get compensation, while the other man could not, because he has kept the place a demesne. I am myself the person who kept the place in order.

22743. Mr. SHAW.—Had you any other cases of raising of rents?—I had lots of cases.

22744. In your own neighbourhood?—Yes.

22745. Lately?—Yes. I don't want to speak of them.

22746. You are in business?—I was in business, but I have other sources of income.

22747. The O'CONOR DON.—You have been purchasing up holdings wherever you could get them?—No; wherever I could get a farm for the value I would buy it. The place I have I have security for; and I challenge any man in Munster to have it in nicer order. I built houses for my workmen on these farms where I have security.

22748. Mr. SHAW.—And if you had not security you would not be building?—No, of course not. I have built seven or eight houses on the place I have security for, but I would be very sorry to build on such places as Mr. Burton has.

22749. Security is what you want?—Yes.

22750. And fair rents?—Yes. But what did the agent tell me? I could afford to pay for bad land, because I have other lands cheap.

22751. From other people?—Yes.

22752. Not from him?—No.

John Tuthill.

Mr. JOHN TUTHILL, Drummin, examined.

22753. The CHAIRMAN.—You are a tenant on Captain O'Callaghan's estate?—Yes.

22754. Where?—At Drummin, $2\frac{1}{2}$ miles from Limerick. My land is a good deal over the valuation, and it was raised for the last twenty-six years.

22755. When was it raised?—It was raised about

twenty-five years ago to £8, 8s., and when he gave a lease he raised it 3s. to the £, and now it is £9, 13s. 3d.

22756. What was it at first?—At first it was £6, and the valuation is £7. It was raised from £6 to £8, 8s. on our improvements, and he gave leases for twenty-one years, which were up last May.

James Kane.

Mr. JAMES KANE, examined.

22757. Mr. SHAW.—You are a tenant on Lord Quinn's property?—Yes. My rent is £9, and my valuation £10. At one time it was only 29s. 6d. an acre, and some land was reclaimed, and a man named Holmes took it at £2, and I am paying £2 since.

22758. How long ago is that?—It is sixteen or eighteen years ago.

22759. Is it too dear?—I would like to have it cheaper if I could get it.

Mrs. TUTHILL, examined.

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Mrs. Tuthill.

22760. Mr. SHAW.—How much land have you?—
11 $\frac{3}{4}$ acres.

my valuation is £4, 5s. I had it for £5. The last
rise was in last May.

[The Commissioners then adjourned.]

TWENTY-NINTH DAY—WEDNESDAY, 27TH OCTOBER, 1880.

Oct. 27, 1880.

The Commissioners sat in Cruice's Hotel at 11 o'clock—Present:—The Earl of BESSBOROUGH (Chairman); Baron DOWSE; The O'CONOR DON; W. SHAW, M.P.; with Sir GEORGE YOUNG, Bart., Secretary.

Mr. MAURICE HERBERT, Ballandane, near Kilmallock, examined.

Maurice
Herbert.

22762. The CHAIRMAN.—How far do you live from Limerick?—About 22 miles.

22763. Were you lately a tenant under Colonel Watson?—Yes.

22764. How did you get into possession of that farm?—I got it by my wife.

22765. What was her name?—Ellen Hayes, the daughter of the lessee.

22766. Her father and her mother lived there?—No, her brother and mother; and it was her mother was the surviving lessee for a term of 21 years.

22767. When was it granted?—It expired in May 1879.

22768. Mary Hayes left it to your wife?—Yes.

22769.—What happened after the expiration of the lease?—I paid the rent in October last. The lease dropped in May 1879, and Mr. Dunscombe, the agent, said I would be recognised as the tenant as long as I paid the rent; but in some few days after that he came and demanded possession, which I refused; and after that he served me with a Dublin ejectment. After he served me my wife went to England, and Colonel Watson promised her, as long as she and I paid the rent, that we would be recognised as the tenants of the land. We took no defence to the ejectment, depending on the agent and the landlord, until judgment was marked; and I discovered then that judgment was marked, and I saw that I was deceived. I went to Cork to ask the agent for liberty to sell; but I found it was all in vain to ask for liberty, and he told me that he would give me liberty to sell to Mrs. Mc'Carthy. I had a doubt about it, and I said, "Give me liberty to sell it publicly; they are quiet tenants, I believe, but, good as they are, I may get better; they will not give me the value." "I will not," says he. "I will get tenants who will prove themselves quite as good as they are," said I; "and they will give me whatever I like." "No," said he, "but you must sell to them. I won't allow them to give you an exorbitant price." "What loss are you at by that?" I said. "It would be a great credit to give it to me, after treating an unfortunate man like me as you have." "It is no use; I'll not allow it," he said.

22770. You say he gave leave to sell, but limited it to Mrs. Mc'Carthy, and made it almost useless to have such permission?—When I saw the way I was treated, I gave in.

22771. Did you think there was an arrangement how much Mrs. Mc'Carthy was to give?—I believe there was an arrangement. This is the nicest and the finest farm in the County Limerick, in the Golden Vale, and in the middle of Mrs. Mc'Carthy's land. I believe she and the agent had done the work between them.

22772. Mr. SHAW.—This is in the middle of her land?—Yes. She holds about 84 acres, and there was about 46 acres in mine.

22773. The CHAIRMAN.—What did Mrs. Mc'Carthy offer?—Mrs. Mc'Carthy sent for me and asked me what I would take, and I said £800; "under the conditions I am bound to by Mr. Dunscombe, I suppose

I must ask too high." She offered £650. I went to the bailiff then, named Foley, and he would not give me anything for it. I came back that day and offered her the land, and told her to go and take possession of it; and she said she would, as soon as the son came in. She went to Cork and settled all between themselves, and gave the money to Mr. Dunscombe.

22774. You think she paid the agent so much for getting into possession?—I understand so—I believe it.

22775. And gave you nothing?—Without giving me anything.

22776. Mr. SHAW.—Did you get £650?—No. That bargain was broken off then; and I was waiting patiently, thinking she was coming back to take up possession and give me the £650; and in a day or two after I got a notice saying that the Sheriff would be with me in two or three days. The Sheriff came and threw myself and my family on the road.

22777. You were living on the farm?—Yes; and he threw us out on the road. I expected £650 during the time, and in a few days after turning us out I went to the agent in Cork. "Oh, Herbert, what do you want? I thought I would never again see you." "Unfortunately I have to come to see you again," I said. "What brought you?" said he. I said, "I came in to know what were you going to do—how you were going to treat me." "I am going to make you a present of £100—I will make you a present of that." "I want money badly. I am a poor man, indeed; but badly off as I am, you can keep that along with the rest," said I. I came home, and some short time afterwards necessity compelled me to look for it.

22778. Did you write to the landlord?—I wrote to the landlord, and he said he would not interfere any more.

22779. The CHAIRMAN.—Was this the letter in January 1880?—Yes. [Letter produced.]

22780. He says you had better see Mr. Dunscombe again, and he hopes he will give you the best terms he can, consistent with his duty to the estate?—Yes.

22781. Was it after that he offered you the £100?—No, a long time before it, I was ejected on the 5th February.

22782. Mr. SHAW.—What rent were you paying?—I think about £2, 13s. 9d. per acre.

22783. Irish acre?—Yes.

22784. The CHAIRMAN.—This was very prime land?—Yes, in the Golden Vale. It is one of the nicest farms in the county.

22785. What do you think it would have gone for if you had been allowed to sell it?—I think I would not have sold it for £2000.

22786. Mr. SHAW.—You did not want to give it up at all?—No.

22787. What rent is he charging Mrs. Mc'Carthy?—I don't know; it is a secret between themselves.

22788. If the landlord promised to leave you in it, why don't you go and bring the case before him?—This is the letter I received from him, after my wife being with him. [Letter produced.]

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Maurice
Herbert.

22789. The CHAIRMAN.—He says he has no desire to interfere with your getting any legitimate profit from the sale of the farm?—Any legitimate profit from the sale of the farm.

22790. That is what he says?—Yes; but there is not another opportunity to call to Mr. Dunscombe, and I suppose he was aware Mr. Dunscombe was able to take care of himself and of both of them.

22791. Is that Griffith's valuation he means when he says, "beyond what you might obtain from Griffiths"?—No. Griffiths was looking after it; and when he saw the place, was going to interfere, and wanted to get it; and said the place was nice and good, and he would not like to let it out of the family.

22792. Was there any quarrel between you and the Griffiths?—Yes, he wanted to interfere and drop into it.

22793. But the landlord says, "I cannot take any part in the quarrel between you and him"?—There was no quarrel.

22794. Mr. SHAW.—You did not want any one to get it but yourself?—No. Griffiths wanted to get in, in this way, when they saw I was treated as I was; but I did not want Griffiths or any one else.

22795. The CHAIRMAN.—He says, "I am sure Mr. Dunscombe will do his best to facilitate any arrangement you may propose, consistent with his duty to the estate"?—Yes.

22796.—Mr. SHAW.—Did you ever write to Colonel Watson saying you had been offered £650?—Yes, my wife wrote.

22797. And that you only got £100 from Mr. Dunscombe?—After the £100 I did not write again—I was tired of it. He told me in another letter not to write again or any more.

22798. Has he much property there?—He has. He said he was bothered receiving letters, and he left it to Mr. Dunscombe. He has about 300 acres, and five or six other tenants.

22799. Who is the agent now?—Mr. Dunscombe.

22800. I thought he had left the country?—I heard so. I heard that he is living in Dublin now. This Mrs. Mc'Carthy worked her point beforehand when the land was out of lease.

22801. Has she a large farm?—84 acres, and this stuck into it.

Rev. Patrick
Meehan.

Rev. PATRICK MEEHAN, Parish Priest of St. Patrick's, Moherlin, examined.

22802. The CHAIRMAN.—You have some point you wish to bring before us?—Yes, the sad condition of people in my parish, who pay enormous rents—almost double the valuation—in some places once and a half more than the valuation—and who during years past have been altogether unable to pay it; and I have a

list of them. This (producing list) is a list of the acreage, rental, and valuation of the property of the Rev. Mr. Moore. He is dead, and Mr. Thomas Gabbett, his brother-in-law, is the agent. It is about half a mile from this; it is on the Dublin Road. The following is the list:—

	Land.	Rent.	Valuation.
	A. R. P.	£ s. d.	£ s. d.
Patrick Lawlor, ...	16 0 0	93 1 7	61 0 0
Thomas Clanchy, ...	2 0 0	16 0 0	10 15 0
Mrs. Shauny, ...	1 0 0	8 0 0	5 5 0
John Cross, ...	0 2 0	4 0 0	3 5 0
James M'Mahon, ...	2 0 0	13 0 0	9 0 0
Thomas M'Mahon, ...	1 2 0	10 14 0	7 15 0
Patrick Mullally, ...	0 3 0	6 0 0	4 0 0
Denis Woods, ...	3 0 0	24 0 0	10 0 0
Roger M'Namara, ...	2 0 0	13 12 0	8 15 0
Patrick Kirby, ...	0 3 25	9 0 0	4 5 0
James Clanchy, ...	1 3 0	13 0 0	5 10 0
Anthony Ryan, ...	0 2 20	5 8 0	4 5 0
Patrick Gallaher, ...	0 2 20	7 8 10	4 10 0
Patrick Lawlor, ...	0 3 0	5 18 7	5 15 0
James Hogan, ...	2 0 0	12 12 2	7 0 0
Patrick Ryan, ...	2 0 0	12 12 2	7 0 0
Mrs. Cunneen, ...	3 0 0	24 12 2	11 15 0
James M'Mahon, ...	0 2 0	4 6 0	3 15 0
Patrick Quilligan, ...	3 2 0	24 2 1	11 0 0
John Bourke, ...	1 0 0	7 15 0	4 0 0
Michael Keehan, ...	0 1 26	3 0 0	2 0 0
Mrs. Toughy, ...	1 0 0	8 14 9	4 0 0
Mrs. Ryan, ...	2 0 0	16 0 0	5 0 0
William Power, ...	0 3 5	6 0 0	3 5 0
Patrick M'Namara, ...	1 0 20	9 0 0	4 5 0
Michael M'Mahon, ...	1 3 0	15 5 0	5 0 0
John Moone, ...	1 0 0	8 0 0	2 15 0
John Moone, ...	1 1 0	8 10 0	3 0 0
Mrs. Divney, ...	0 2 0	6 0 0	3 0 0
Patrick Bourke, ...	1 2 0	16 0 0	7 5 0
James Hannan, ...	2 2 0	21 5 0	8 5 0
John Cunneen, ...	0 1 20	3 18 2	2 5 0
John Ryan, ...	1 3 0	15 0 0	5 15 0
Daniel Murphy, ...	1 0 0	10 0 0	4 0 0
Patrick Cunneen, ...	1 2 0	15 0 0	6 0 0
Michael Cross, ...	1 3 0	14 0 0	6 0 0
James Quilligan, ...	0 2 0	6 0 0	3 15 0
Mrs. Purcell, ...	0 2 0	5 12 2	3 0 0
Michael Shannessy, ...	0 2 0	5 0 0	2 10 0
Mrs. Quilligan, ...	7 0 0	46 18 10	19 0 0

22803. Can you tell us when these rents were raised to this point?—Some of the rents have been raised on that property about 30s. an acre very lately—I think four or five or six years ago.

22804. Mr. SHAW.—30s. additional?—Yes, exactly.

22805. The CHAIRMAN.—Before that, had they been long at the same rent?—I should say so.

22806. I see, as a general run, they are very

small holdings?—Yes; and they could never earn a livelihood by the land. Generally speaking, they have a horse and cart, and they carry coal and grain to the town. They could never live by the bit of land, it is so rack-rented.

22807. Mr. SHAW.—Are they market gardens?—Some of them.

22808. THE CHAIRMAN.—I see that Denis Woods' rent is £27 for three acres?—Yes.

22809. Mr. SHAW.—He lives on it?—Yes.

22810. Did he build the house himself?—No; I suppose his father did before him.

22811. The landlord did not build it?—Not a penny.

22812. What sort of land is this?—He uses it for potatoes and vegetables, and for the last three years they made nothing of it. Four years ago there was a very hot season, and nothing could grow, and the potatoes were like marbles; and the last years were so wet that everything melted in the ground.

22813. Were they tolerably comfortable at that time?—Ten or fifteen years ago they were comfortable, but latterly they are very poor. There is another feature connected with that property, the day

the rent falls due they are served with processes if it is not paid. Oct. 27, 1880.

22814. No back half-year?—No; the very day it falls due they are served with a process. Rev. Patrick Meehan.

22815. Are these treated as town parks?—Some of them. There is a case belonging to Pat. Lawlor, who asked as a particular favour to be examined. He holds sixteen acres. There is some part of it meadow land down by the canal. He was not able to pay the rent, and he gave up the meadow land to the landlord, and the landlord was only able to make £2 an acre out of it, and he is paying £8.

22816. Many of these seem to be only like cottage gardens?—Yes; they simply take it with the house.

22817. It is in the neighbourhood of the town?—Yes. They live on the little patch of land they have. They have a horse and cart, and engage in the town in carrying coals, etc., and by that means they make out the rent. This is another list of tenants belonging to Mr. Mahon, and the agent is Mr. James Nash. He has not allowed any abatement on any occasion to his tenants on the lands of Park, in the parish of St. Patrick, and they are reduced to the lowest on account of unjust rents.

	Amount of Land.	Rent.	Valuation.
	A. R. P.	£ s. d.	£ s. d.
Mrs. Quilligan, ...	2 2 37	21 17 0	15 15 0
William Quilligan, ...	1 0 13	8 13 3	6 10 0
John Cunneen, ...	1 3 37	14 3 0	11 0 0
Patrick Quilligan, ...	2 0 26	17 6 6	12 15 0
Michael M'Namara, ...	1 1 20	11 0 0	6 10 0
Bgt. Clanchy, ...	1 3 14	12 14 0	9 0 0
Mrs. M'Namara, ...	2 0 7	16 7 0	12 10 0
Stephen Clanchy, ...	late evicted.		
Thomas Quilligan, ...	1 0 12	8 13 0	4 10 0
Mrs. M'Mahon, ...	0 2 0	4 0 0	2 10 0
James M'Namara, ...	late evicted.		
James Quilligan, ...	0 3 0	6 0 0	3 0 0
Thomas Hogan, ...	1 0 15	8 15 0	7 0 0
Patrick Kirby, ...	1 3 0	14 0 0	7 0 0
Terance M'Namara, ...	0 2 29	5 9 0	3 0 0
Michael Malone, ...	1 1 23	11 8 0	7 0 0

22818. Is the property near the town here?—Yes, about half-a-mile from the town, the same way.

22819. Did you know James M'Namara, who was

evicted?—Yes; he has been in the workhouse for the last winter.

22820. Was that for non-payment?—Yes. This is a list of Mr. Edward Harold's tenants.

	Land.	Rent.	Valuation.
	A. R. P.	£ s. d.	£ s. d.
Patrick Lawlor, ...	1 1 0	9 10 0	3 0 0
James Shauny, ...	1 2 0	15 15 0	8 0 0
Michael Minihan, ...	2 0 0	20 0 0	8 0 0
James Hannan, ...	2 0 2	20 0 0	8 0 0
Bgt. Clanchy, ...	1 2 0	12 0 0	6 0 0
Stephen Clanchy, ...	1 1 0	11 10 0	5 10 0
Thomas Quilligan, ...	1 0 8	8 8 0	5 10 0
Thomas M'Namara, ...	1 1 20	11 7 9	8 0 0
John M'Namara, ...	1 0 0	8 8 0	5 10 0
John M'Namara, ...	1 2 0	13 13 0	7 10 0
John M'Namara, ...	1 2 0	12 12 0	10 5 0
Thomas Daniker, ...	1 1 10	10 12 0	5 10 0

I wish also to give in evidence the following lists of tenants' rents on other properties, viz.:—

Names of some Tenants on Mr. FREDERICK HENRY'S Property, whose Rent far exceeds Griffith's Valuation:—

James Maher, Cragg Griffith's Valuation £11 5 0
Rent 17 0 0

Jas. Fitzgerald, Cragg Valuation £12 0 0
Rent 17 12 0

John Ryan (Bawn), Cragg Valuation £17 0 0
Rent 36 0 0

Mrs. Rourke, Cragg Valuation £31 0 0
Rent 48 10 0

John Ryan, Cragg Valuation £7 0 0
Rent 13 0 0

Martin Sullivan, Cragg Valuation £28 16 0
Rent 63 0 0

Patt Ryan, Cragg Valuation £16 10 0
Rent 28 4 4

Names of Tenants on Mr. HAMILTON'S Property:—

Mrs. Elliot, Cully Valuation £33 10 0
Rent 50 0 0

Thomas Ryan, Cully Valuation £4 15 0
Rent 7 18 0

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Rev. Patrick
Meehan.

Dan. Boland, Cully

Valuation	£22	10	0
Rent	39	16	0

Dan. Flannary

Valuation	£24	5	0
Rent	30	0	0

William O'Brien, Cully

Valuation	£24	0	0
Rent	30	0	0

Dan. Boland

Valuation	£50	5	0
Rent	70	0	0

Michael Egan, Cully

Valuation	£26	10	0
Rent	40	0	0

Mr. Harold has given an abatement of rents.

22821. The rents on his property are very high also. I suppose that is so all round the town?—Yes.

22822. Are they town parks?—I don't think precisely they are.

22823. Baron DOWSE.—They all live in these holdings?—Yes. There is one peculiar feature. They simply have a house there, and they cannot afford to build out-offices; and it is in their own dwelling-house that they have the cow or whatever they have.

22824. Mr. SHAW.—Have they a lease?—No lease whatever. They are not able to build, and the landlord gives no encouragement whatever.

22825. Baron DOWSE.—Are these in the nature of accommodation lands, or do the people live on them themselves?—Yes, they live on the lands. They all have a house and live on the land, and they are not able to build any out-offices. They could never support themselves by the land.

Tenants living on Mr. BALTON'S Property:—

William Kennedy (Keeper)

Valuation	£37	5	0
Rent	90	0	0

John Meehan do.

Valuation	£12	5	0
Rent	35	0	0

Denis Kennedy do.

Valuation	£22	0	0
Rent	50	0	0

John Gleeson

Valuation	£1	10	0
Rent	7	10	0

William Ryan, Rosagiale

Valuation	£27	5	0
Rent	40	0	0

Mrs. Waltho do.

Valuation	£41	5	0
Rent	70	0	0

Patrick
Lawlor.

Mr. PATRICK LAWLOR, examined.

22826. The CHAIRMAN.—You hold 16 acres?—Yes.

22827. Your rent is £93?—Yes.

22828. Have you found it is from other means besides farming you make the rent?—Yes.

22829. You work and keep horses?—Yes; I keep a horse, and do horses' work, and work myself. The farm itself is not able to make its expenses or anything near it. Last August I could not make any hand of the meadow, and the landlord was still crushing me for the rent. I told him I could not make any rent of it, and in order to give him an opportunity of seeing what it was, I handed him over 5 acres on the day of his own sale. The auctioneer and himself came on the land, and they were paid £1 an acre for some of it. He went to the next village, and got £4 for it, and sold it for that, still holding me responsible for the rest of it—about £6, 7s. 6d., including rates and taxes. It is impossible to make it out of it after being bid £1 an acre for it.

22830. Mr. SHAW.—It is very prime land?—It is sometimes covered nine months in the year with water.

22831. The CHAIRMAN.—It gives a heavy crop of hay, I suppose?—Some of it did not bear a ton and a half to the acre this year. That was the outside of it.

22832. You thought so ill of it, you have given up that part to have it off your hands?—Yes, sir.

22833. Did he not have it up altogether?—Not until the rent is cleared up, and where to find it I don't know.

22834. That is £5, 6s. in addition?—Yes.

22835. You wish to get rid of the lot altogether?—Yes.

22836. Of the meadow, not of the whole place?—Yes, of the meadow only.

22837. Does the landlord live beside you?—He lives in Dublin, and is agent in Limerick. He has the other meadow in his own hands, and the day he was auctioning that I gave up this meadow.

22838. The CHAIRMAN.—How long have you been paying rent?—This is my fourth year in the same farm, and my father-in-law thirteen or fourteen years before me.

22839. Was the rent the same?—It was ever since I went in. My father-in-law went in there, and only lasted thirteen years with between £700 and £800 capital, and he died a pauper, not able to be buried in the place.

22840. Mr. SHAW.—Was the rent raised at all

during the thirteen years?—No, it was always that rent.

22841. The valuation is £61?—Yes.

22842. There is a good house upon it?—It is a man from the north poor in family would want to go and live in it, and that is the worse for me, for I could not afford to put a ton of coals in it to warm it. I am four years in it, and I have not got my coat changed since the day of the death of the man before me. There was not the price of a coffin to bury him. I did not go to bed sooner than one o'clock any night for the last fortnight.

22843. Have you got a horse?—Yes; and I took a contract job here, and try to work by it.

Rev. Mr. MEEHAN.—The taxes are 9s. within the borough, and this place is subject to all the taxes. We are subject to the borough rate and the two assizes.

PATRICK LAWLOR.—The rent and taxes altogether come to about £118 a year; and from my own labour on it I have not a shilling a week, and my family are neither fed nor clothed on it.

22844. Baron DOWSE.—What do you grow upon it?—Every sort of vegetable.

22845. And labour as well as you can, you can't make anything like the rent out of it?—No.

Rev. Mr. MEEHAN.—He is an industrious man and civil, and an example to the entire parish. I believe he cannot afford to get a coat to his back. He has the same coat to his back for the last four years.

PATRICK LAWLOR.—I got 40 stones of flounders, and I bought at 1s. 4d. without money, and I sold the produce of them for 11s. after all my work.

22846. Mr. SHAW.—Did the crop fail?—Yes, they failed last year; and I sold two acres of oats, and the whole amount was £14, and would scarcely pay its labour from the day it was sowed until it was cut.

22847. Baron DOWSE.—Who built the house?—I think it was the landlord.

22848. Has he ever repaired it in your time?—Not a shilling.

22849. Is it a slated house?—Yes.

22850. Two storeys?—No, sir.

22851. How many rooms?—One, and I put in a partition myself.

22852. You have a kitchen and one room?—Yes. The day the rent falls due, a man goes to him, and says, "I have such a thing to sell on such a day." You go away then, and you don't know the day a process is out to you. You go in and make up £9 or £10 if you are able; and you pay that and the cost of the

process. Some processes may go to 13s. or 14s. I was processed myself once during the summer, and the cost was £1, 18s. There were others processed a second time for the same rent; when they made a settlement, they were processed again a second time.

22853. Mr. SHAW.—You have paid the rent very well all through?—I have paid since last April £75, and I am £18 still in debt. I don't expect to be able to pay that, although he expects I will be able to pay every day.

22854. You have nothing to sell now?—No; would I expect to support the family for the winter? The women will go to the town, and not make sixpence selling vegetables. That was the prospect of the family during the winter, and they are supporting their families out of that, and these things are all going against them now. I saw another man named Thomas Clancy. He had two acres, and he had an acre of a field that he could not make anything of.

He asked the landlord to take it from him, and he took it, and his own driver certified it was not worth a pound an acre. He raised the rent on the acre he left him 30s.

22855. He had two acres, and he gave up one?—Yes; and he is holding 30s. of a rise over his head for the acre and the house he left him.

22856. Have you a lease?—No.

22857. You are tenant from year to year?—Yes.

22858. Has this Rev. Richard Moore a parish?—He is dead.

22859. Was he a fellow of Trinity College?—No, sir; he was in Cahirciveen, Kerry, and he left it, and died in Limerick, and his son is in Dublin—Rush Cottage, Dublin.

22860. Mr. SHAW.—Has he much property there?—About 100 acres. It is worth £800 a year as near as I can go.

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Patrick Lawlor.

Mr. THOMAS COLLERAN, examined.

Thomas Collieran.

22861. The CHAIRMAN.—You are a tenant on the property of Mr. Robert Henry of Tuam?—Yes.

22862. What do you complain of?—I am paying too much rent, and I can get no abatement.

22863. How many acres?—7¼ acres, at £39, 8s.—a lump rent; and my valuation is only £21, 10s.

22864. How long have you been paying £39, 8s.?—About twenty years. I got an addition about fourteen years ago, and my rent was put into one receipt.

22865. Did you ever represent to your landlord that the rent was too high?—I did.

22866. How often?—Only once, last May, when I was paying a half-year's rent. I said to him that the year before was bad, and that I did not make the rent clear of it. He said he would allow me nothing. "Give me up my land," says he, "and you need not keep it any longer." "And, my good gracious, if I give up that, where would I go?" Still it was no use. I was hard at work during the winter as any man in the country. If a man is tilling, he is always striving to keep the labour going on; and me and my family is as hard at work as that man who is tilling in the country. Any man living on the estate I am living on would not be able to pay Mr. Henry his rent if he held 16 or 17 acres; but a man holding on or about 8 or 9 acres, and having the work of himself and his

family, pays for no labour; and when he goes out in the morning, he knows, "I'll knock a little or nothing out of it by my own labour, and I am not going to ask for anybody else." I am content to do that striving to quit all cost and have Mr. Henry's rent.

22867. How far is it from Limerick?—About a mile. He calls for the rent on or about two days after the November days, and the same way in May. The bailiff is out for the rent before it is due at all—perhaps it is days before; and we would be noticed that the master will be here on such and such a day, at Mr. Cruice's hotel.

22868. Mr. SHAW.—Are there many tenants there?—There are, I believe, in or about fourteen tenants on the estate. He took some of it himself and ran it under grass.

22869. Is it all as high as this?—Every bit as high, and higher.

Rev. Mr. MEEHAN.—A good deal of the land has cattle on it; and it is in contemplation, I fear, to turn out three or four more tenants, and get them houses elsewhere. Three years ago he turned out two very good tenants, and gave them houses in some other part of the place, so as to have one long farm without a house.

22870. Mr. SHAW.—Is it give them houses without land?—No, give them land with the house, on another part.

Mr. JOHN MALONEY, examined.

John Maloney

22871. The CHAIRMAN.—Where do you live?—I live at Knocklong, in the Golden Vale. I am a tenant-farmer under Lady Cooper. Mr. Saunders is her agent, near Charleville. I hold 263 Irish plantation acres, and farm another farm in this county. The rent is £483.

22872. Is it connected with this farm you wish to make any observation?—I have to show you that a large tenant will not get land as cheap as a small tenant will. In March 1879, the lease fell out, and I wanted the rent to be fixed by arbitration. The rent is £3 an acre; another part of the property is 50s.; and no part of the property is 60s. except mine, and I asked to have it fixed by arbitration.

22873. How much was the rent under the lease?—It was within £15 of that; but my father had something in the lease so that there was a charge added to the amount; and when his lease fell out, and as it went under a new agent with this rent on it, he kept me up to it.

22874. Mr. SHAW.—Was the rent not raised?—No; the middleman was not a person who had any

interest in the tenants. He had the land himself for £1 an acre.

22875. They kept you at the rent of the middleman?—Yes, and the agent knew all about it.

22876. The other tenants had the land lower?—Yes; no other tenant pays more than 50s. but me.

22877. The CHAIRMAN.—You would have been satisfied by having the rent fixed by arbitration?—Yes.

22878. Mr. SHAW.—Is your land better than the others?—Others are just as well off. The richer the farmer is, and the richer his land, he is better able to farm it.

22879. The CHAIRMAN.—Is there anything about the other farm you wish to mention?—No, it was held by lease; but with regard to other cases in the parish, there is in my parish a gentleman-farmer, as respectable a tenant-farmer as any in Ireland, and as well known, and his valuation is only £512, 5s., and his present rent is £840.

22880. Mr. SHAW.—Was that raised at all?—It was raised.

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John Maloney

22881. When?—It was raised since the passing of the Land Act and his father held it; and within the last fifteen or sixteen years it has gone up more than half what it is now—about from half £800 to what it is at present.

22882. The O'CONOR DON.—Does he live on the farm?—He does.

22883. Mr. SHAW.—It is a grass farm, I suppose?—Yes; he feeds some of the best cattle on it in the country.

22884. Is there a great demand for this sort of farm?—No. I called on the man, and he will likely come to give evidence. When his father died and the last rent was made, he remonstrated with the agent, and was told that the farm would be divided and some of it given to other tenants, and that he had nothing to do but comply. The conditions in his lease are of the hardest description. He is bound to break no more than 10 acres of the 300, to sell not even the potatoes, all rights under the Land Act are debarred, and he is not entitled to anything for permanent buildings or disturbance.

22885. Baron DOWSE.—When was the lease made?—It is an old lease, and was made since the Land Act; and as a farmer's place it is fit for the occupation of the first gentleman in the land. I could not form an idea how much money has been expended on the building there.

22886. All by themselves?—Yes.

22887. Mr. SHAW.—They have put up buildings and made other improvements?—Yes; he got £100 for the last few houses he built there.

22888. How much was it advanced when his father died?—I could not say. He showed me his receipts.

22889. The lease is for 31 years, I suppose?—Yes, I think 21 or 31 years; and these are the conditions of every lease on the same property.

22890. The CHAIRMAN.—Is the valuation of the buildings included in the £512?—I could not say.

22891. Have the rents been raised in the same way in other cases?—Yes. I don't know any property on which there is greater hardship. I know a very small and industrious farmer near me well, and his circumstances. His valuation is £40, 10s., and his present rent is £74.

22892. Mr. SHAW.—You are aware that the valuation of this good land is no guide for rent on that prime fattening land?—If you take into consideration that this man was formerly tenant to a middleman, who had no real interest in the land, and that he had never charged him more than 55s., and now that he is charged £3 by the head landlord; and I don't know how that man lives. I know it is something tremendous trying to make that rent. He is day and night travelling about trying to make the rent. Some men have to pay the rent of the farm without getting any produce off it at all. It is the property on which Mr. Townsend is agent. There is a tenant whose rent was raised £25 within the last three years. The rent is at present £250, and the former rent was £225. And the rules of that property, and the way the agent carries them out, is very hard. When a man is going to be married, he goes to him to get permission.

22893. Baron DOWSE.—Permission for what?—To get married.

22894. Has a man to go and get permission to get married?—Yes, it is usual; and when a man embarks his property, his wife is liable to be evicted. Before he declares a new tenant, he will have to submit to a new rent. Though a man has a family, and has done for them one by one, and the last was a son, when the son is married there is a change of tenancy, and then the rent is increased again.

22895. The CHAIRMAN.—Is the permission to get married, permission that the amount the wife brings in shall be charged on the property?—No; but on the change of tenancy. When the son is admitted a rise is always put on, and they have to submit to it; and when the father dies, and the son gets a new tenancy, there is a rise in the rent.

21896. Always a rise?—Yes.

22897. Mr. SHAW.—On the marriage of the son, on his being declared tenant upon the death of the father, or the farm being sold, there is a rise?—Yes; it was on a change of tenancy that this £25 rise was put. It was when the father died in 1874 the last rise was put on.

22898. The CHAIRMAN.—Had there been a rise on the father during his lifetime before that time?—The father held this on lease, and when his lease expired, the father had it for about half the present rent, and it was raised then considerably on the father when the lease fell in; and when the father died, again, he put another rise on the son.

22899. Mr. SHAW.—That is the rule of the estate?—Yes; I know the estate myself, and I know most of the tenants, and were I to travel over that estate, and go to the trouble of it, I might have found several cases.

22900. Have you any other case?—I have. I know a tenant on another property, living near Kilfinane; his valuation is £36, 10s., and the rent £80, 14s. 10d. He told me he was going to give up the land. The man has gone out of the land, and taken to grazing the dairy cows of another farmer.

22901. Was the rent raised lately?—I could not tell.

22902. The O'CONOR DON.—Who is the landlord?—Mr. Darcy.

22903.—What Mr. Darcy?—I don't know what part of the county he lives in, but the farm is near Kilfinane. He was in the navy once as a doctor.

22904. Who is the agent?—I think he is his own agent. I have a most extraordinary case in this county at present, where the tenant bought the interest of a house and a few acres of land for the purpose of building, and opening a grocer's establishment at New Palles.

22905. The CHAIRMAN.—Was it in a town?—No, a country village.

22906. A house and land? He bought a house and land for the purpose of building?—There was an old lease of the place; he compromised with his landlord, and bought an extension of his term for thirty-five years after the expiration of the old lease that was in existence, but when the old lease expired the landlord served the tenants with a notice to quit. He served this man with a notice to quit also, and that he was not entitled to grant him a lease, as he was tenant for life himself.

22907. Mr. SHAW.—He broke his own lease?—He is endeavouring to do it. He has served a notice to quit at present. It has not been tried yet. William Slattery is the tenant, and L—— is the landlord. With regard to the condition of some of these farmers, I know some of them to be paying their rent, and I have been raising money in banks for them, trying to keep them in an independent position in the eyes of their landlord and agent.

22908. That is owing to the bad times?—Certainly.

22909. Before that were they able to get on?—The excessive rents and the last four or five bad years ruined them.

22910. The small tenants are in a very poor way?—Very poor.

22911.—And the large ones are all right?—I know many of them to get broken up who were very independent men, and to have gone away through excessive rents.

22912. The land is very fine?—Yes; but when it has a very excessive rent on it, what use is it?

22913. The CHAIRMAN.—Don't you think that the rent which might be reasonable in former years became excessive in the last few years from the failure of the crops?—I know it is excessive in many cases, no matter what way the crops went.

22914. The O'CONOR DON.—If any of these large farmers were evicted; would it be difficult to get tenants at the existing rents?—I don't think it is every one has capital to stock them.

22915. Would the landlord find a difficulty in

getting a tenant at the present rent?—I don't know about that.

22916. You cannot say he would not?—I think the farming classes would not give it. The only case I know of a big grass farm being set since the depression was where a farm was taken by a miller, and not by a farmer at all, and he took it for experiment, to try farming.

22917. Mr. SHAW.—It was there for some time?—Yes.

22918. And no one took it?—No one took it till he took it.

22919. The O'CONOR DON.—How long was it vacant?—About six months.

22920. When was that?—It was last winter. It was held by the late Captain Gubbins, the racing man.

22921. Has the miller taken it at the old rent?—Yes.

22922. Baron DOWSE.—Has he a mill in the neighbourhood?—Yes, sir. He has great facilities for it which a large farmer would not.

22923. Mr. SHAW.—There is not much tillage in your district?—Not much.

22924. All grass.

22925. Is it dairy or fattening?—Mixed farms.

22926. This should be a pretty good year?—It is a fair year.

22927. Are there any evictions in your district, except for non-payment of rent?—There have not been any within my district lately.

22928. Are there leases to any extent?—There have been a good many leases since the Land Act came in.

22929. The landlords are pressing them on the

tenants?—Yes. There are leases now where there was never talk of them before. Oct. 27, 1880.

22930. And they all contain clauses against the Land Act?—Yes; clauses against compensation, about county cess and allowance for buildings. But I must certainly say that in my case, if I had to deal with an evicting landlord, the Land Act, so far as compensation is concerned, gives great protection. There are very extensive buildings on the farm.

22931. Put up by yourself and your father?—Yes.

22932. Are the tenants allowed to sell their interest on changing?—They must have the consent of the agent.

22933. And it is to tenants on the property?—Yes.

22934. It is not a common practice?—No.

22935. There is no such thing as selling by tender or public sale?—Oh no.

22936. You think that would be an advantage?—I certainly think it would be.

22937. You think it would be an advantage to have security?—I am certain there is nothing in the world would benefit the country more than that.

22938. And some way of settling the rent?—Yes, arbitration, where the landlord and farming classes would be fairly represented.

22939. If there was a dispute?—Yes.

22940. If they could settle it themselves all right?—Yes.

22941. That would satisfy the tenants?—I think it would.

22942. You know the tenants pretty well in the County Limerick?—Yes; and I know there is a want of security for improvements.

22943. The people won't improve their farms?—No.

22944. Even on good estates?—Even on good estates.

Rev. JAMES CAHIR, P.P., Kilmurry, Ibrickane, examined.

Rev. James Cahir.

22945. The CHAIRMAN.—You wish to put before the Commissioners some of the grievances under which your parishioners suffer?—Yes; the principal grievance is the raising of rents and the rents being too high.

22946. Are there several landlords in your parish?—Yes, several. I know one landlord who even raised his rents this year, although the rent was already a high one. I think the valuation in one case was about £4; the tenant had been paying about £7, and the landlord wished to raise it to £10. Some of the tenants acceded to the increase, but this tenant refused; and when the landlord came for possession, he was frightened. Persons came from the neighbouring parishes to frighten him away.

22947. How long ago is that?—It is about a month ago. He did not take up possession. This is on Mr. Studdert's, a small property.

22948. Mr. SHAW.—Was the advance over the whole of the property?—It was intended over all.

22949. But it was all over the property?—He sought to make it over the entire property, and he commenced with them one by one, and there are still some who are threatened with a notice to quit, and that notice to quit would have been served, but that the landlord got somewhat deterred by the spirit that was shown on the day he came for possession.

22950. The CHAIRMAN.—Is Mr. Studdert a resident?—He is only a small landlord. He has only about £100 a year. He is a farmer himself, and receives his own rents.

22951. Has he purchased of late years?—His father purchased this property.

22952. Mr. SHAW.—Does he farm his own land?—He rents some land which he farms.

22953. The CHAIRMAN.—Was there another case?—Yes, there was another case in which another gentleman who has property in the parish put on an increase two years ago, and threatened to take up the lands unless the tenant consented. I know

a tenant there ten or twenty years, and I know him to have carried a great deal of sand from the sand-hills. This parish is near the sea-coast; the land was worth very little, but for the manure he put upon it. Two years ago the landlord demanded £3 additional rent. The tenant refused, and he said he would take up the land, and the tenant said, "Of course, if you compel me I must pay it;" but he only paid his ordinary rent since. The landlord processed him to the Quarter Sessions in Kilrush the other day for the balance. He always returned a balance in the receipt; he only gave a receipt on account. That is Mr. Richard Griffith; he lives in the County Cork. The case is still pending. The landlord collects his own rents; and though a very humane, kind-hearted gentleman himself, still he is not acquainted with the property. His informant as to his estate is not a reliable counsellor; he is a land bailiff or land warner.

22954. Is this in the County Limerick or Clare?—Clare. Mr. Griffith does a great many kind acts, and is a very kind man.

22955. Did he make an abatement last year?—Yes.

22956. The CHAIRMAN.—Did Mr. Studdert?—No, he added to the rent.

22957. The O'CONOR DON.—Did they pay Mr. Studdert the previous rent?—I think they managed to pay it. I think the poor people went into banks and raised money. At least I heard they were in the habit of doing it; the rents were so high they were obliged to do that.

22958. The CHAIRMAN.—What rate per acre is the land let at?—I don't think it is let by the acre. It is a lump rent.

22959. Are there any other cases?—These are the only cases of actual hardship that have crept up lately; but I believe Mr. Griffith shows a disposition to raise his rents generally. He has got persons to value his lands generally; and he thinks his lands are

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Rev. James
Cahir.

let lower than the gentleman employed to value them fixed upon them.

22960. When was that valuation made?—Within the last three or four years.

22961. Mr. SHAW.—Has he much property there?—Yes, he has a rental of over £1000 a year.

22962. The CHAIRMAN.—Was it a man from the neighbourhood who valued for him?—I think one of the persons who valued was Lord Leconfield's engineer, who is attached to the property—the person who values Lord Leconfield's own property.

22963. Mr. SHAW.—Are the rents pretty well paid in your district?—The people do their best. The times have been bad, and the land has not been near so productive as some years ago. One of my parishioners told me he has been working hard on his land for the last thirty years, and it has gone for nothing; the cold and wet seasons have impoverished the lands. The land is quite impoverished by the bad seasons. Crops don't grow well; the potatoes are not fit for the food of the poor people. They are obliged to buy food for themselves and their cattle; the land does not feed as many cattle as it used.

22964. The CHAIRMAN.—How do the potatoes stand this year?—Some have good potatoes; those who got seed from the Guardians early are fairly off, and those who got champions; but those who got rocks are ruined by them.

22965. Do you think these people would be satisfied by having the rents fixed by an impartial arbitrator?—Of course they would.

22966. Baron DOWSE.—And at liberty to sell their holdings?—Yes; they would wish to have that liberty.

22967. And not to be turned out as long as they paid their rent—would that satisfy them?—I think so. They would not care to sell their holdings.

22968. Their wish is not to part with them at all?—Not to part with them at all except in extraordinary cases.

22969. The CHAIRMAN.—You think some feeling of security of that kind would enable them to make from the holding sufficient to pay the rent?—Certainly. It is a great discouragement to the people that their lands are re-valued every other day. Though there is an increase in the price of farm produce, still the lands are not so productive in any way. The lands will not feed the same number of cattle, and even though they do fatten them, they will not produce the same.

22970. Mr. SHAW.—Is it want of manure in the land?—I suppose that in addition to the wet and cold seasons, the grass has become impoverished.

22971. Artificial manures are too much used?—No; they don't use artificial manures.

22972. They use sea-weed?—Yes; but they don't use chemical manures.

22973. Is there much bog land?—Yes, a great deal.

22974. Do they reclaim it?—They reclaim it for the purpose of growing potatoes, because they always blacken in the other soil, and they take in the bog for potatoes. They put a good deal of sea-weed on the wild mountain, to bring it into pasture; but that has been a good deal discouraged. They do not like to do anything that will cause a rise in the rent.

22975. Who are the principal landowners in your district in point of area?—I think Lord Leconfield, Mr. Griffith, and Major Kelly-Kenny.

22976. The CHAIRMAN.—On Lord Leconfield's they are pretty well off?—They are generally.

22977. Mr. SHAW.—They have the land at reasonable rents, and he does a good deal in the way of improvements himself?—He does. He employs a staff of men outsiders; and if he employed a skilled drainer for his lands, it would employ the people, for they don't like to work under the steward on their own holdings.

22978. He does it by his own men and staff?—Yes.

22979. And they don't feel it is theirs so much?—No; and it is not so cheap as if they did it themselves.

22980. The CHAIRMAN.—I suppose he does it that way to have it better done?—Yes, I suppose so.

22981. Mr. SHAW.—But they would take more interest if it was done by themselves?—They would take more interest in it and take better care of it themselves afterwards. I have asked before I came here some of the most intelligent people in the parish for their opinion upon certain questions which I saw in the query sheet, and one was with regard to the valuation and the proportion the rent bore to it, and I have heard from them that for some years past—the last three or four years—that the great bulk of the land is not worth more than Griffith's valuation.

22982. Is the difference between the rents and the valuations much?—Oh yes; except on the Leconfield property, and on part of Mr. Griffith's, the rent generally is not in excess of the valuation. It is very poor land, and it does not produce the expenses of working it, which are heavier now, for the best people are going away to America. The neighbours I have at home are not able to work as well as those who have gone away, and they have to be paid, and that makes the land less valuable.

22983.—The CHAIRMAN.—That is with the larger farmers who employ labourers, but take the general run of small farmers working with their families?—Yes; their children are not satisfied to remain at home with the encouragement they have, and until the small farmer's children grow up, they must employ labour, and as the expense of the farming is greater, they must be less able to pay the rent notwithstanding the increase in prices. The proportion of the rent to the valuation is at least 50 to 100 per cent. over the valuation in the greater part of my parish.

22983A. Through the parish generally?—Yes, if I except Lord Leconfield's, Mr. Griffith's, and another small property.

22984. Mr. SHAW.—And the land is poor?—The greater part of it is poor. Some near the sea is pretty fair. There are restrictions which they complain of. I know some people who have turf on their property; they are paying rent for it, and they are not allowed to cut it or set it. One person pays an acreable rent, and he has probably 10 or 15 acres of bog on it, for which he pays £1 an acre, and yet he will not be allowed to set it or sell it, even for the purpose of improving it.

22985. The CHAIRMAN.—Is there a great extent of turf?—Well, I think he has 10 or 15 acres.

22986. We had one witness who said it was desirable not to exhaust the turf, as it was getting short?—There is a great deal of turf in the country, and the poor people suffer greatly, for the turf comes dearer; while there is a good deal of the land idle owing to the great quantity of turf underneath. It is a great loss to the tenants, for they have to go a great distance for turf, while they have turf at their own doors.

22987. Mr. SHAW.—That man's neighbour can't get turf from him?—Not his immediate neighbours. There is a property on which the tenant himself can't get turf for himself.

22988. The O'CONOR DON.—Beyond a certain amount?—Not a sod at all.

22989. The CHAIRMAN.—He has a place allotted to him somewhere else?—No, he has to buy it and go four or five miles to buy it, yet he has it on his own farm. He has his place tilled, and in consequence of there being so much turf underneath his tillage is inferior.

22990. The O'CONOR DON.—He is not allowed to break land in order to get the turf out of it?—Yes. I till a little myself, and tillage is bad in consequence of so much turf being underneath.

JOHN B. HEWSON, Castle Hewson, Askeaton, examined.

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22991. The CHAIRMAN.—Are you a landowner?—Yes, and land agent.

22992. What is the extent of your property?—About 1500 acres is my own, and the agency about 8000 acres. I have about 400 tenants at present.

22993. You have made a comparison of the rents in your part as compared with the same rents previous to the famine in 1847?—Yes; I found some difficulty because there were a great many changes, but I made a comparison of rents in certain farms about 100 years ago and the present rents. I have two old leases, one made in 1754, and the other in 1762. I am able to identify these farms, and I have a table to show the increase of rent in these places for that time. I have also farm accounts kept from 1772, and I took the prices of the different farm produces at that time. I compared them with the present prices as a sort of contrast to the rent. I have taken the last three or four years, and from 1772 to 1874.

22994. Baron DOWSE.—Where did you get the earlier items of the account?—I got them out of farm account books in our possession.

22995. You don't recollect them yourself?—No, they were kept by my grandfather. This is the lease of a farm let to a tenant in 1754. The rent reserved in the lease is £48.

22996. What was the acreage?—About 70 acres, but I have added the tithe rent charge then payable by the tenant. That made the rent up to £54, 15s. The present rent is £69, 10s.; Griffith's valuation is £50. The increase of rent is £14, 15s., or 25½ per cent. These lands are now held by yearly tenants. The other lease was made in 1764; the rent reserved in the lease is £27, 17s. 6d., the tithe rent charge is £1, 5s., payable by the tenant. That made £29, 2s. 6d. The present rent is £38, and Griffith's valuation £30, 5s. There was a rise of £8, 17s. 6d. between the present time and 1764, or 30 per cent. These are the only two farms I can identify the boundaries of. I took out of a book of same date a list of prices, and I compared the rise in the prices with the rise in the rents. The price of fat cows £4 a head; I put the present price as £14. I take the price now of second and third class cattle, considering they would more fairly represent the cattle of that time.

22997. Mr. SHAW.—Have you the price by the cwt. of beef, because cattle were smaller then than now?—They were always large cattle in this county. I have not the price by the cwt. Fat sheep 19s.; these were four-year-old wethers. I put the present price as £2, 10s. Butter per cwt. £2, 6s.; the present price £6. Wool, per stone of 16 lbs. to the stone, 15s. The present price for the last two or three years was £1, 1s. per stone of 14 lbs. In calf heifers £5, 5s., now £14. Lambs 5s.—that was the top price. Generally they were 4s. 6d. and 4s. 3d.; the present price is £1. Two-and-a-half-year-old heifers £2, 5s.; present price £10. Pork per cwt. 18s.; present price £2, 10s. Calves per head 13s.; present price £2, 10s. Oats per barrel 10s., almost the same as at the present moment. Barley £1, 2s. 8d. per barrel; now only 15s. or 16s. It was higher then than now.

22998. Baron DOWSE.—Have you no wheat?—No; wheat does not appear to have been grown in that part of the country at all.

22999. Mr. SHAW.—Have you any account of the gross amount sold off the farm?—No, no account of that.

23000. Or of any produce?—No; the country appeared to have been almost all grazing at that time. The cattle were bought at fairs, and sold again when fat.

23001. Mr. SHAW.—They did not strike a profit and loss account in those times?—No.

23002. And you have not done it?—No, I could not do anything of the kind. I saw memorandums that the cattle were bought on such a day and sold on such a day, and that there was so much clear gain.

23003. Baron DOWSE.—It would be curious to see whether they did not make more profit then than they

do now?—I have no way of judging, although I hold in my own hands a good deal of the lands that those cattle were sold off, and know the denominations. I cannot tell you who made the most, although I fancy that they made as much as we do. There were no poor rates at that time, and the county rates were not large—they only amounted to 2s. upon a large farm.

23004. And the cost of labour was very little?—Little or nothing.

23005. And there was no tea or sugar?—Well, it so happens that I find that tea was then 8s. a pound and sugar 10d. a pound.

23006. And there was no duty on whisky?—No duty on whisky, which was then 2s. 8d. a gallon.

23007. The EARL of BESSBOROUGH.—You did not make a comparison with Griffith's valuation?—No, I did not. But a curious thing is, that I find the rents of those farms—I have mentioned one of 1754 and the other of 1764—as reserved then were very close on Griffith's valuation now—almost the same. In one case the rent reserved is £48, while Griffith's valuation of the same holding is now £50; but in addition the tenant had then to pay £6, 15s. tithe rent charge, so that his rent was higher than Griffith's valuation.

23008. Mr. SHAW.—I suppose the old rent was Irish currency?—Well, it must have been so.

23009. Was it in your own family?—In my own family.

23010. EARL of BESSBOROUGH.—At what date was Griffith's valuation made in this county?—In 1852.

23011. EARL of BESSBOROUGH.—What do you think is the effect on the letting of land by striking the rates according to the tenement valuation?—There is a bonus held out to the landlord under the present valuation to let his land high by the way the rates are struck. Supposing one landlord has a farm valued at £40, and let at £50, and another has a farm also valued at £40 let at £70; the poor rate is 2s. in the pound, and the landlord that has his farm let at £70 and the landlord that has his farm let at £50 pay exactly the same amount of poor rate. So that the present valuation holds out a bonus to the landlord to let his lands high.

23012. EARL of BESSBOROUGH.—You make some observations as to the difficulties connected with the reclamation of land in case of main drainage?—There is often very great difficulty. Where there is a property that the tenants hold by lease, and a main drain runs through all their farms, some of the tenants will want to get the land drained, and others will oppose the draining of the land, and it is often very hard to arrange amongst the tenants about the running of the drain. Another thing which I only found out the other day is this. I have property held by lease, and wanted to drain it all. We were raising money under the Land Improvement Act at 1 per cent., and the arrangement was that the tenants were to pay the 1 per cent.; that an endorsement was to be made on the backs of their leases engaging to pay it, and that the leases were to be restamped. When it came to be done, we found that there were mortgagees and other people to be dealt with also—that many of the tenants had raised money from usurers and people of that kind, and we had to deal with the mortgagees as well as the tenants. It made the thing nearly impossible to do. They had mortgaged their leases; and I was advised that it would not be safe to deal with the tenants by putting an increase on their rents, unless the mortgagees were made parties to it. In some cases we had to get the mortgagees to sign endorsements on the backs of the leases not to require any increase of rent; and in other cases we were not sure that we knew all the people that had incumbrances on the place, and were afraid to enter into any negotiations with the tenants about it.

23013. The difficulty in consequence of the lease must occur where the tenant has got the power of handing it over—of mortgaging it?—Yes.

23014. In the reclamation of land a difficulty would arise in the same way as in the case of drainage?—Yes.

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23015. Do you think the tenants should be allowed to borrow themselves if the landlords are not inclined to do so?—I think so.

23016. From the Board of Works?—Yes. I think it would be a very good thing. If the Board of Works took the trouble to see that the money was laid out in a judicious way, it would be quite safe, for the landlord would not like to incur his property in any kind of way to his disadvantage.

23017. Has much been done in the way of reclamation and permanent improvement of late years in your neighbourhood?—Very much. In the western part of the county of Limerick an immense amount of drainage has been done within the last two or three years; in fact it had been going on for a long time before, but it has been specially done during the last two or three years.

23018. Baron DOWSE.—By the landlord or the tenant?—Generally speaking by the landlord, for the Board of Works would not lend to a tenant having only a lease for lives. They would lend to a tenant who had a fifty years' lease, but they would not lend to a tenant having only a lease for three lives, which, although virtually as good as the other, might terminate suddenly.

23019. Baron DOWSE.—That is strange, for it is a larger estate in point of law.

WITNESS.—We had to raise money on one property ourselves.

23020. The CHAIRMAN.—Then you think that in any legislation there should be additional facility for loans?—Yes.

23021. And also facilities for carrying out drainages?—Yes.

23022. Upon leased lands?—Yes, leased lands.

23023. On your property have you laid out much of late years?—Well, no; we have not laid out much. My own property is land that does not require draining—it is dry land. But we have always been in the habit of allowing the tenants slates and timber when they want to build, and often iron gates for their farms; in fact, any little thing of that kind we have been always in the habit of allowing them. And as we have kept no record of many of these allowances previous to the Land Act, if the tenants gave up the farms and the cases came into Court, we should probably have to pay for improvements that we allowed for long ago. Talking about that, I have a lease here which was given in the year 1853 by my father to a tenant, and it sets forth that he gave it in consideration of certain improvements which the tenant made on the farm. It was a thing not very common previous to the Land Act; but my father reduced the rent and gave him a fresh lease, setting forth that it was in consideration of building a substantial slated house and other improvements that he made. This lease was made eighteen years before the passing of the Land Act, and I merely show it because I believe the same thing was done more frequently than landlords get credit for.

23024. That is, a reduction on account of tenants' improvements?—Yes, a reduction on account of tenants' improvements.

23025. Baron DOWSE.—Before the Land Act, when that lease expired, the tenants' improvements would have become the property of the landlord?

WITNESS.—I am quite aware of that.

23026. Baron DOWSE.—I know you are, but the people that read your evidence might not know it, and therefore I want to have it down. What is the term of that lease?

WITNESS.—Three lives. He had a lease for three lives. He had taken the farm originally, I think, about the year 1830, at a very high rent. In the famine years he was not able to pay it, and ran largely into arrear; and my father told him he had laid out so much money on the farm that he would not take advantage of him in any kind of way, but would make a fresh lease, reducing his rent £1 an acre, and giving the holding for the same term as before.

23027. Is that lease in existence still?—It is.

[Hands in the document.]

23028. The CHAIRMAN.—Do you follow the same system as agent that you do on your own property?—Yes, in the general run.

23029. Do the 8000 acres include several properties?—There are two or three other properties. There is one of considerable size, about 5000 acres in one property. I think since the passing of the Land Act most of those landlords have not laid out any money.

23030. Have you made any difference since the Land Act yourself?—No.

23031. Are the tenants making improvements themselves at all?—Well, I think very little. There is one property over which I am agent, the tenants on which have been in uninterrupted possession of their holdings. They had leases for three lives, and they got fresh leases fifteen or sixteen years ago for the same terms and at the same rent that they had been paying originally. There are seventy tenants on that property; and except in about half a dozen cases the property has been totally and utterly unimproved until this year, when I borrowed £2000 myself, and drained the property. That is the place I was telling you about where I was so hampered by the leases. The land is mountain land, easily reclaimed; it could be done easily, with but a small outlay. In the case of land of that description, worth 8s. or 10s. an acre, by spending £10 or £12 an acre on it it could be made worth 30s. or 35s. an acre.

23032. Yet very few of them have improved?—Hardly any of them have touched their land.

23033. During the existence of their long leases?—Yes.

23034. Is their system of farming good or bad?—They have no system of farming at all. Ditches and gries that they originally made are closed up, and some places are actually floating quagmires.

23035. Are their rents easy or heavy?—Oh, very small—in some cases under Griffith's valuation.

23036. Mr. SHAW.—In what part of the county is it?—The western side of the county—Loughill; it belongs to Miss Royce.

23037. Is it boggy or mountainous?—Mountainy land. A good deal of it is black surface with clay sub-soil. It makes very good land when reclaimed.

23038. Mr. SHAW.—Is it out of the way of the world?—No, the farthest part is $2\frac{1}{2}$ miles from the Shannon.

23039. What is the town?—Loughill is a small village on the Shannon, and Foynes is near it with a proper harbour. There are coal deposits under that land too.

23040. The CHAIRMAN. Are the small tenants better or worse off than the larger tenants?—Worse off, except the small tenants on the outskirts of the bogs, who have sometimes reclaimed small spots, spent a good deal of trouble in doing so, and made nice little places of them; but it is only on the outskirts of bogs and places of the kind that you find small tenants able to do anything. These are peculiarly adapted for spade husbandry, the land being soft, and horses not being able to walk on it. But they have done a good deal. The arrangement generally is this—the farmers give land to them for two years for nothing; they then impose a rent of 2s. 6d. for three or four years. Then the rent goes on to 5s., and so on until they get what they consider to be the full value of the place.

23041. Mr. SHAW.—These people who reclaim are labourers generally?—Labourers—yes.

23042. Are the farmers charged for the bog land themselves?—The part of their holdings that is bog is very often lumped—not measured.

23043. The farmers don't reclaim as a rule?—Very little.

23044. Except through their labourers?—Any of them that could borrow during the last year have borrowed. I have filled ever so many papers for them.

23045. The CHAIRMAN.—You have stated that the Land Act has had the effect of causing a disinclination on the part of landlords to make improvements?—I think so. I know that on some large properties, which

I am not agent over myself, they used to lay out large sums, but that has very nearly ceased now.

23046. Do you think that has been caused by the difficulty of ascertaining whether or not the expenditure of the money has increased the letting value of the land?—I think so.

23047. And that landlords are afraid that their money, as far as any return to them is concerned, may be lost?—May be lost. I think that is the reason.

23048. What have you observed about compensation for disturbance as regards the condition of the tenants, and as regards their creditors?—I think the creditors have taken advantage of the clauses enabling tenants to get compensation for disturbance; very often they have used it as a way of securing loans. For instance, if a creditor sells a tenant out of a farm where there is no clause in the lease preventing alienation, he will sometimes say to the tenant, "I will throw up the farm to your landlord if you don't pay me so much of the claim you have for compensation for improvements." I don't know if I make myself clear.

23049. But he would not get compensation for disturbance if he threw up the farm?—Compensation for improvements.

23050. I asked about compensation for disturbance, and I only ask it because I see you mention the question here?—I must have mistaken.

23051. You also mention about loan offices?—That is a thing I wish to say a few words about. I have no doubt that numbers of farmers are now not actually in possession of their farms at all, but are only nominally the tenants of their landlords, the farms being all held by usurers. They have bills of sale of every single thing on the farm. They own the cattle; and the farmers, though ostensibly the tenants of A. or B., really don't own a single thing on the whole farm, but are working as day-labourers to the money-lenders. There are three or four men adjoining my own demesne who are just in that position. They have told me that their poverty was far greater than that of the labouring men around them, because in fact they are the slaves of the money-lenders, and must work for them and do everything they choose to tell them, and in fact are completely at their mercy.

23052. Mr. SHAW.—But they are in possession of the land still as tenants?—No, because there are bills of sale over them. As far as the landlord is concerned, he believes them to be in possession, but the money-lender is the real owner of the place.

23053. The bill of sale only affects chattel property?—But they have mortgages.

23054. Are these generally the shopkeepers in the towns?—Generally the shopkeepers in the towns. This is a thing that I wish to draw attention to. These people generally have public-houses as well as loan offices; and it has been over and over again represented to me by people, that they have been brought in and put under the influence of drink, and made to sign documents that they did not know the meaning of at all. That has been stated over and over again to me.

23055. But they know the amount of money as a general rule?—I could not say. If a man signs a thing, not knowing what it is, under the influence of drink, he can hardly tell whether he gets the full amount of it or not. But the thing I feel so much about, is that people carry on the two businesses together, and take advantage of that state of things. I moved a resolution at the meeting of magistrates of the County Quarter Sessions last year, that no licence should be given to anybody carrying on a loan office. It was carried unanimously; but the Chairman of the County said he thought it could only apply to the people that had been getting licences from that out, and that we could not apply it to people that already had licences; so that in fact it has been almost inoperative.

23056. The CHAIRMAN.—You speak of loan offices. Are they openly public loan offices?—They are private loan offices. In fact they are not under Government rules at all.

23057. Have the magistrates power to enter them?

—No, they have no power of entering. The resolution we moved was, that where we were aware that any person kept a loan office, we would not think him a qualified person to give a licence to.

23058. Baron DOWSE.—That is, if you had a discretion, you exercised it against him?—Yes.

23059. The Chairman of the County thought that in the cases of applications for transfers and things of that kind you could not do it?—No.

23060. That vested rights should be considered, but that you would consider the question in new cases?—Yes.

23061. The CHAIRMAN.—Have you had any cases of ejectment for non-payment of rent?—Yes. I have had some cases of the sort. There is a suggestion which I wish to make about that. After an ejectment has been heard and a decree given, the tenant then has six months for redemption. Those six months do not count from the time the decree is signed by the Chairman, but date from the time when the Sheriff comes to take possession of the land. Now I think this very often acts very harshly towards both landlord and tenant, for this reason. The tenant perhaps sometimes is able—in fact, very often is able—after the decree is given to make up the rent and come to terms. If the six months were to date from the time the decree is given by the judge, the landlord would not be compelled to go through the form of taking possession, putting the man's effects out on the road, and creating a great commotion in the country, but the six months could go running on from the time the judge signed the decree; and it should be only in cases where the tenant was insolvent and unable to make up the redemption money, that as a final thing the landlord should step in with the Sheriff and take possession. But now you have to go through the whole form and all the disagreeabilities and odium of it, and besides that a certain amount of fine is put on the tenant for Sheriff's fees, which he has to pay before he gets back into the farm. I felt that, and have held on for three or four months before I have executed a decree at all, and then sometimes the tenant was able to redeem. But if he had come to ruin at the end of three or four months, the farm might have been idle for two years. This is a thing to which I attach a great deal of importance.

23062. Baron DOWSE.—You would recommend a period of six months from the date of the decree for redemption?—Yes.

23063. And to let the Sheriff's eviction be final?—And let the Sheriff's eviction be final.

23064. The suggestion is a valuable one, and we have heard it before, but if it were carried out, would you be able to execute your decree until six months after you got it? Would it not go in every case to stay the execution of the decree for six months after you had got it, whereas you might want to get possession rapidly in some instances?—I don't see that.

23065. Your idea is to have six months for redemption before the decree is executed at all—isn't that so?—No, I did not say exactly that. I only said I thought the six months should run from the date of the decree, but I would not prevent the landlord, if he should have occasion to do so, from putting the party out before the end of the six months. But I would add on for the tenant the difference between the time he was put out after the date of the decree and the six months.

23066. You would not diminish the length of time for redemption, but would allow the landlord under particular circumstances to execute the decree?—Yes.

23067. That would require the leave of the Court?—Yes, the leave of the Court.

23068. Supposing you got a decree on the 1st of November under ordinary circumstances, you would not execute it until the 1st of May?—Well, under ordinary circumstances I would not.

23069. And then where you did execute the decree on the 1st of May, the tenant's period of redemption would have expired?—Yes.

23070. And there would be an end of the matter—

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the tenant would have been given six months before the execution of the decree?—Yes. The only thing I would mind in that, would be that if the landlord should state to the judge that he might want to execute the decree before that, in order to save the crops from creditors, he should have the leave of the Court to do so.

23071. And when he got leave he would be very much in the condition in which he was under the old law?—No; because if he did it three months after the signing of the decree, that three months should not count afterwards.

23072. It would make the present law the exception, and leave the other law to work in ordinary cases?—Yes.

23073. The CHAIRMAN.—You have made some observations as to labourers' dwellings in cases where landlords are resident or non-resident?—Yes. It has been generally found that where the landlords are resident the labourers' dwellings are of a very much superior class. I don't speak of fancy cottages. What I mean is that where the landlords are resident the ordinary class of labourers' dwellings are much more comfortable than in places where there are no landlords of any kind residing. I know parts of this country where there are extensive and wealthy dairy farms, and the people are living in utter pigsties—hovels on the sides of bogs, hardly fit for human beings; while in other parts of the country, where there is a considerable sprinkling of resident gentry, I find that they are very much better housed.

23074. But are the labourers pretty well off?—I think they are.

23075. Do they get fair wages?—Fair wages; and I think they are tolerably comfortably off.

23076. And the farmers are giving employment pretty well?—Well, the employment given by the farmers is very uncertain. They give employment just when they want the men, but they won't try to keep them on generally through the slack months of the year. I know that from being chairman of a Board of Guardians. I have found that dairy girls and people of that kind especially come in great numbers to the workhouse in the winter months. The farmers won't keep them for the two or three winter months, and generally send them about their business. We very often have great numbers of these coming to the workhouse from the farmers' houses, where they have been employed in the summer time.

23077. And is it the same with the labouring men?—The same very much with them.

23078. What suggestions have you to make with reference to the Cottier Tenants Act?—I think that if it could be extended in any kind of way, if the facilities for letting houses to labourers could be increased, it would be an advantage. Now, if you don't let a house under the Cottier Tenants Act, you make a yearly tenant of the labourer; and if you should then want to put him out and get possession of it, you would have all the same trouble as with a farm of 100 acres. If there could be some way of simplifying the letting and making the recovery of possession of houses easier in the country districts, or the same as it is in towns, you would do no harm to the labourers themselves, because people are very much afraid of letting a labourer into a house, it is so hard to get him out of it.

23079. Baron DOWSE.—You would extend to the country the Small Tenants Act that applies to towns?—Yes, I think so. I think that the making it difficult for persons to recover property of that kind generally tells against the occupiers.

23080. But is that Small Tenants Act limited to towns?—No, it is not limited to towns; but there are a great many different requirements to constitute a tenant under it. You have to do so and so; you can't let more than an English acre of land; you are bound yourself to keep the house in repair, and the rent must not be beyond a certain limit. There are a great many things of that kind which might be modified; there are too many conditions.

23081. But you would not wish to take away those conditions for the purpose of improving the dwellings of the people?—No, I would not like, of course, to do that; but I think a great many people are prevented from wishing to have them, because they are not able to fulfil those conditions. As far as concerns myself, I am satisfied with the law, but I think farmers do not like to be bound by all those conditions. They are now very unwilling to let people into their houses at all, they find it so hard dealing with them afterwards. Tenants have come to me and asked me to bring ejectments against them in order to get rid of the cottiers off their land. They have said, "I won't pay your honour's rent until you bring an ejectment, in order to get rid of so and so."

23082. The CHAIRMAN.—That is where they differ about the wages and work?—Yes.

23083. Baron DOWSE.—Do you think that was done to throw odium on you?—Oh no. There is very considerable expense attendant upon the bringing of an ejectment in the Quarter Sessions Court. A tenant is not to be got out of the smallest cabin under £3 or £4, for the ejectment costs £2, 10s., and there are the Sheriff's and other fees besides.

23084. The CHAIRMAN.—In all cases of ejectment do you think the expenses are far higher than what they ought to be?—Far beyond what they ought to be, and it falls ultimately on the occupier, though the landlord may have to pay it in the first instance. As I have been talking about money-lenders, allow me to show you a notice of motion which was put in by a poor law guardian nine or ten months ago; it will show you where the shoe pinches. It was given by an elected guardian of the Rathkeale Union, and was a notice "to take into consideration, on Wednesday the 3d March 1880, the subject of the following letter to the Chairman of the Rathkeale Board of Guardians:—

Ireland drowned in debt: will the Government do anything to get her out of it?

Some good landlords have made noble and generous sacrifices to their tenantry in the reduction of rents this year, it cannot be expected that they can continue such sacrifices very long; but let them continue to act in that liberal manner for the next twenty years, aye fifty, will the tenant-farmers of Ireland be then out of debt? I for one hold the majority of them will not—and why? Because they are so sunk in banks and loan offices that they will never be able to pay the last shilling. A simple remedy strikes me, and I feel I am bound to give it publicity, hoping that some liberal, educated, and influential man may take hold of (perhaps some will say my foolish ideas), but if foolish few will deny but they are honest and upright. Let the Government get the land re-valued by competent and honest men, and let them compel the landlords and tenants to abide by the valuation; so long as the tenant pays the rent let him be the owner of his farm; any of them that are in debt, let the Government lend them the money, say at 3½ per cent. for thirty-five years, and let them get a mortgage on the farm for the amount. You may say, what security have they for their money if a tenant breaks down? Surely in the most prosperous times a tenant may fail; but if he does, let him dispose of his farm to the best and highest bidder, subject to the mortgage on the farm. If this plan could in any reasonable way be carried out, it would do away with banks, loan offices, and frauds and trickery of every kind. Every man would be paid the last farthing due to them—Ireland was out of debt, and the Government paid its own, in thirty-five years.

Let me take for instance a farmer owing £300 in a loan office; he must pay £60 a year interest for it. If the Government gave the money at 3½ per cent. he would be saving £50 a year and the debt paid in thirty-five years; even if he could get the money in the bank there would be at least half interest saved, and the debt wiped off in thirty-five years. If he must continue paying interest to the loan office he will never be able to pay the principal, and things will and must go on from bad to worse. You may say the country would in this way get into debt again as quickly as ever; I do not believe it would. There is no doubt but there are some who would if they get the chance, but I think every one would be more cautious, and that no shop-keeper, bank, or loan office would run an account to any large amount with those who had their farms mortgaged. If this or some such practical scheme were adopted,

Ireland before two years would be one of the happiest and most contented countries on earth. It would do away with agitation and relief committees—herself and England would become one body and soul; let them forget past differences—work hand and hand in the future for the welfare and prosperity of each other's children. No doubt the good landlords would consent to some such settlements, and the harsh ones will be foolish if they don't, as it is the surest way their rents can be secured to them all. The good landlord, let me say, thinks it the last course to quit his tenants; he will let them go on from year to year; and they are in such a way at present that they will be able to give him but very little after supporting their families and paying heavy interest on their debts. The bad or harsh landlord, let him make the most he can of his treachery, what can he do? If he goes to extremes, sooner or later he runs a good chance of losing something more precious to him than a reduction of rent; so between the good and the bad it would be their advantage that some settlement be adopted, in order that their rents would be secured to them, and that the country would become contented and prosperous for evermore.

I hope, Mr. Chairman and Gentlemen, you will not think it presumptuous of an humble member of your honourable Board to bring the subject before you for consideration.

I am, Mr. Chairman and Gentlemen,
Your very obedient servant,

23085. Baron DOWSE.—There appears to be a good deal of sense in that?—Well, there is. I had nothing to say as a landlord or anything else, with the form in which it is put.

23086. Those are his own ideas?—He came to me before the board and said he hoped I would not laugh at his notice of motion or make fun of it.

23087. You are a member of the Rathkeale Board of Guardians?—Yes, I am the acting chairman.

23088. Had you many tenants who had been evicted, seeking for support in the union workhouse?—I think only one.

23089. Why, we had it in evidence yesterday that a very large number of persons were taken into that union who had been ejected from their holdings?—Well, would you ask for their names?

23090. I think the man said during the last two or three years?—I have attended the board more regularly than any other member. The chairman of the board is Sir Stephen de Vere. I only remember one case of the kind mentioned, and that was a case of out-door relief from the Dromard electoral division. The notices that the landlord, after ejecting people, must serve on the relieving officer all come in to the board. A good many of these have come in.

23091. Mr. SHAW.—You don't ask people when they are admitted whether they are ejected tenants or not?—The relieving officer in his book tells the reason why the person applies for relief; and it is generally on his book that a tenant has been obliged to apply in consequence of such and such a cause.

23092. Baron DOWSE.—And you as chairman of the board would see that of course?—Oh yes. It would be very easy to find out by asking the names.

23093. The O'CONOR DON.—Had you any ejectments on your property lately?—Oh yes.

23094. In the last year?—At the last Quarter Sessions.

23095. How many?—I served six ejectments.

23096. Did you put the tenants out?—Four out of the six settled before they went into Court; one case had been settled since; and none have been put out. I had a good many ejectments—a great deal more than I liked—but in no one instance had I to put the tenants out. They are all in their holdings.

23097. Do you think the number put out was large, compared with the number of notices served on the Board of Guardians?—Oh, something infinitesimally small. I may state that though I had a good deal to do, I was not obliged to get police, but always went with a single Sheriff's officer and did my business. If a person has a pretty good name, it does a good deal for you; and another thing is, not to make it public so as to cause a row.

23098. Baron DOWSE.—And to have a little pluck?—I just walk over quietly and take possession. I have generally found the people most friendly, and have generally let them in as caretakers under an agreement; but I don't go and throw the house down, or do anything of that kind. If I did, I suppose it would be different.

23099. Were all these ejectments for non-payment of rent?—All for non-payment of rent. I hardly ever hear or know of any other.

23100. Mr. SHAW.—How much rent was due?—Generally two years, or a year and a half at least. At the last Sessions I had to serve some tenants with ejectments for non-payment, they paid a year's rent, and another half-year coming due in a few days; and I told the solicitor that if they offered half a year's rent he might take it and let the rest lie over. If they owed two years' rent, I would tell him that he might take a year's rent. If there be anything else that strikes me, will I be at liberty to send it in to you in writing?

The CHAIRMAN.—Oh, certainly.

EDWARD WHITE, Esq., examined.

Edward White.

23102. The CHAIRMAN.—You are a landowner and land agent?—Yes.

23103. And also a tenant-farmer?—Yes.

23104. What is the extent of the property over which you are agent?—About 6000 acres.

23105. What is the extent of the land which you own?—About 900 acres.

23106. How much do you farm?—About 800 acres. We calculate the acres in Irish.

23107. In the county of Limerick?—In the county of Limerick, and partly in the county of Tipperary.

23108. On these properties over which you are agent, do the landlords make allowances for tenants' improvements?—On one property only.

23109. Do you on your own property?—I do.

23110. In what shape?—In draining, and allowing slate and timber for houses.

23111. Have you made any difference since the Land Act?—I have not allowed much for buildings, but as regards draining I have made no change. That is on my own property.

23112. These allowances are made on only one of the properties over which you are agent?—Yes.

23113. Is there any arrangement allowing the

tenants to sell their interest in their holdings in case of their wishing to leave?—No. It is against the rules of all the estates I manage, and against those of my own in my predecessor's time; but I have always for the last twenty or thirty years carried out free sale, but I have tried to keep supervision to the extent of getting introduced to the new comer before he came in.

23114. Before you gave consent?—Before I gave consent; but in no case did I ever withhold my consent absolutely—I had no occasion. I acted judiciously.

23115. Are there leases on these properties?—Well, on some estates there are, and on others there are not. Amongst my own men some have leases and others have not. Any man who requires a lease gets it.

23116. Would he get it now?—Oh yes. I encourage them to take leases, but they do not look for them since the late Land Act.

23117. They don't think it any better to have such tenancies?—They prefer some of them not to take leases—those who think that they know more than others.

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23118. That is, they think they get as good security under the Land Act?—Better security.

23119. Do you think the Land Act has had any effect in checking evictions?—Oh yes, it had. It acted very wholesomely against bad landlords.

23120. You have not had, on the properties with which you are connected, any evictions?—No, not one.

23121. Have you had any ejections?—Well, I had one or two, but the things were settled afterwards.

23122. Before you got into Court?—Before we got into Court. I never had occasion to bring the Sheriff to a man.

23123. What is the general state of your tenantry?—They are all comfortable, except in one part which is in the neighbourhood of a bog, where there are a great number of small cottiers whom we never could get rid of, holding 2, 3, or 4 acres. They have been and are there, and would have starved only for the work we gave them last winter. All the others are comfortable.

23124. Was it drainage work you gave them?—Work at drainage and reclamation.

23125. I suppose these are generally badly off every year unless they get some work?—They are generally; and they were particularly so last year. It is all-important that work should be carried on this winter; if not they will be in the same misery this year as they were last.

23126. Do you think such works will not be carried on unless opportunities are afforded of getting loans on easy terms?—I am certain they will not. Many landlords and I myself took advantage of the opportunities already afforded. I sought to keep my poor fellows employed, and reclaimed 40 Irish acres of waste bog that I never could have touched but for these cheap loans; and now I have potatoes and oats growing on the reclaimed ground, and I keep men employed until some neighbouring gentleman sends for them elsewhere. So they are comfortable for this year. But these loans are exhausted; and I think some encouragement should be given to landowners to set on works this year. It will keep the tenantry employed, and as long as they are employed they will be peaceable.

23127. Do you think it would be advisable to give farmers the power of getting money for improvements?—Well, in my own case I did this—I gave the tenants in possession an opportunity of laying out the money that was borrowed to reclaim their lands, and I can say that in no case did they do it honestly or well. They are continually fighting, and they don't carry out the works as they ought to be carried out, but try to impose on me by putting down half stones or no stones at all in drains. That is the way they treated me. Whether they will treat the Government in the same way or not I can't say.

23128. You gave them part of the money you had borrowed?—I allowed them to expend the money I had borrowed upon their own farms, and they did everything they could not to expend it. Whether they would act more honestly by the Government or not I can't say.

23129. Mr. SHAW.—Had you any one to inspect them?—I had my own man to inspect. I got the drains laid out by him as steward; and still they were continually imposing on him, and not laying out the money or doing the work.

23130. The CHAIRMAN.—Is any complaint made amongst the farmers of your neighbourhood of the rents being too high?—Oh yes; they are complaining very much within the last ten days. Parties that were willing to pay three weeks ago say that they won't do so now unless at Griffith's valuation.

23131. That is the general rule?—Within the last ten days they are getting very hot here.

23132. Baron DOWSE.—What is the cause of that?—I think it is the effect of all these meetings. It follows them just like a wave of the sea.

23133. The CHAIRMAN.—Do you think the tenement valuation is a fair rent in the case of tillage

arms?—I do in the case of tillage farms, because they are not of much value.

23134. Is it these, and not the large grass farmers, that are objecting to pay more than the valuation?—Yes.

23135. Mr. SHAW.—The tillage farmers have reason to object?—The tillage farmers have reason. I live among them, and have tillage land which I farm myself. Tillage which is not connected with grass land is of very little use. The produce of a tillage farm would do no more than keep things rolling; it won't enable a man to pay the rent.

23136. Baron DOWSE.—It will enable a man to support his family?—And nothing more.

23137. Mr. SHAW.—But it does not pay the rent?—It does not pay the rent. I mean farms of say 15 acres.

23138. You think that in these cases the rents ought to be brought nearer to Griffith's valuation at all events?—Very near it.

23139. Baron DOWSE.—What part of the country does your experience extend to?—Towards Adare. The large tillage country is towards Rathkeale.

23140. Mr. SHAW.—The prices are low?—The prices are low.

23141. And the years have been bad?—But if a man has a tillage and grass farm, he can work it because he can consume his produce for the grass portion of the farm.

23142. The CHAIRMAN.—Has there been a general increase of rent within the last ten years?—Oh yes, there has.

23143. What do you think has been the reason of that?—Well, the land has become more beneficial than it was previously, and people have become more prosperous. They are giving most enormous fines.

23144. Was that in consequence of good crops and prices?—In consequence of the money flowing into the country, and of the confidence the people had in the banks, and the banks had in the people when they lent money. That confidence is now entirely gone.

23145. You think that large offers were made to the landlords of increases of rent?—Indeed there were.

23146. To induce them to give the land?—Yes.

23147. Did that lead to evictions for the purpose of having the land to give to those who made the offers?—Well, I could not say that it did. I do not say that there were so many evictions at all. Of course there are exceptions of very bad landlords.

23148. It only happened where the land was vacant?—Yes.

23149. Mr. SHAW.—People wanted to give to tenants who would give fines, and the landlords wanted an increase of rent?—Well, some landlords required an increase of rent, but so far as my own knowledge goes, they were the exceptions. Good landlords were glad when a tenant was greatly crippled and wanted to go away, to let him go and leave things as they were. It was only the cruel ones that extorted from the purchasers that came in and crippled themselves by the purchase-money that they gave, and which it was robbery to ask them for.

23150. The CHAIRMAN.—How would you meet the difficulty about the objection to the payment of rent and their taking the Government valuation as a criterion?—It would be confiscation to give it to them at the Government valuation.

23151. Would you meet the difficulty by a new valuation of some kind or other?—A new valuation might quiet them; but my opinion of the state of Ireland is, that this agitation goes deeper than that, and that nothing of the kind would satisfy them. At the same time, if there should be a new valuation, first of all they would smart from it, by having to pay increased taxes. Then the landlords would give them the land at a rent that they could not grumble so much against; but for my part I think it would be very arbitrary on the part of the Government to impose on us the obligation of setting the land at any valuation that they should make. Still a valuation would be a guide as regards value.

23152. Mr. SHAW.—You think the tillage farms are not worth more than the Government valuation?—No, that is small tillage farms.

23153. Then it would not be confiscation, but only fair play, to give those farms at that as a rent?—No it would not.

23154. But you think the other farms are let cheaply enough?—Most of the grass farms are let cheaply enough.

23155. Baron DOWSE.—Your term “confiscation” applies to the grass farms only?—Principally.

23156. Supposing that all the lands were let at fair rents, such as solvent tenants could reasonably pay, that would be no confiscation?—Oh no. I hope the landlords will not ask anything more than reasonable rents.

Baron DOWSE.—If they do they won't get them, apparently.

23156A. The CHAIRMAN.—Do you think the tenants have a want of confidence in the County Courts as regards their decisions on land questions?—Certainly they have. Then speak of them—to use a well-known expression—as a “mockery, a delusion, and a snare.”

23157. Do you know of any particular instances?—I did not take notice of particular cases, but speak from occasionally seeing them and hearing them.

23158. Is that as to the question of compensation for improvements?—Compensation for improvements. It was the past improvements that they were always complaining of.

23159. Compensation for past improvements?—The old improvements.

23160. They think the increase of rent is for the purpose of the landlord getting the benefit of their own improvements?—Yes.

23161. They go into Court in the face of the chance of getting allowances for those improvements?—Yes.

23162. And they are also afraid of the costs of the litigation?—Yes, they are. They are afraid that the landlord in many cases would keep the compensation that would be given for the improvements, and would take the land.

23163. That is, in fact, they are afraid of losing the land?—Of losing the land.

23164. Baron DOWSE.—But surely they don't make the application to the Court till they have been served with a notice to quit and are going to be turned out?—No.

23165. They would sooner settle with the landlord and give what he asked than be turned out?—Yes. The experiment was tried, they thought.

23166. The CHAIRMAN.—Have you any suggestions to make as to the purchase of their holdings by tenants?—The Bright portion of the Act was a failure on account of the difficulty of adding on farms out of the town land if they did not lie convenient. It was almost inoperative.

23167. Have you any case in which you offered in the Landed Estates Court for a farm?—Yes, twenty-five years' purchase of the tenant's rent, and not the valuation at all; but the selling of it would have injured the town land it was on, and the thing was refused.

23168. Unless the whole was sold?—Unless the whole was sold. It occurs in a great many cases.

23169. Baron DOWSE.—Have you had any experience in the Landed Estates Court in dealing with farms except in that particular case?—Well, I have had a little.

23170. Because I have heard it said, that with the exception of Judge Ormsby the judges there gave very little facilities for the selling of estates. Did you hear that?—They don't give facilities. No, not at all.

23171. The CHAIRMAN.—But it would be a reasonable objection that it would deteriorate the value of the remainder of the property?—Well, it was a reasonable objection. I would not say it was unreasonable; but no facilities were given for them, unless the whole of the tenants combined to give a price that would please the parties.

23172. What would you suggest as to that—would you make it imperative to sell?—Well, for the benefit of the country I would, but it would be a great hardship on the owner of the estate.

23173. Would you make it at twenty-five years' purchase?—Twenty-five years, perhaps, if the thing were imperative. Owners might make some arrangements as to the division of their estates. Time was when people would like to get a whole town land; but it would be more advantageous now to sell in small lots, because the thing is not likely to occur again. Twenty-five years' purchase would be a very tempting thing for the owners of estates.

23174. The Board of Works should lend three-fourths of the purchase-money?—I should think so.

23175. The suggestion is that the Government should buy up those estates?—It should be small portions only by way of experiment, for I don't think it would succeed.

23176. Do you think the plan of a peasant proprietary on a small scale would succeed?—Yes.

23177. Do you know any cases in which tenants have purchased?—Yes, I do.

23178. That is an experiment to a certain extent?—Yes, they have purchased under the Landed Estates Court.

23179. What has been the result of that?—Well, they are really as bad and as unimproving as any other portions of the community. They crippled themselves when going in.

23180. The O'CONOR DON.—Where is that?—In the neighbourhood of Kilmallock. They crippled themselves going in, and are just as unimproving as they were before.

23181. Could you give us the name of the estate?—I could not at present.

23182. How many tenants were there in it?—Two. One is a good tenant.

23183. Then he is going on well?—He is.

23184. Mr. SHAW.—He is not a peasant?—No, a very different class of man.

23185. Baron DOWSE.—Who are the others?—One does not solely live by farming.

23186. The O'CONOR DON.—What is the size of his farm?—About 50 Irish acres.

23187. Do you think he is going on badly?—Well, he is not doing much.

23188. Baron DOWSE.—He is no better than the tenants? No better than the tenants. In fact the worst tenants that I have to manage are those that pay large fines. They are most troublesome. In one case in which the land is good the poor law valuation is £11, 10s. and the tenant holding under a lease of twenty-five years' standing at double the poor law valuation, he got into embarrassment, and sold to a party for £474.

23189. The O'CONOR DON.—That was a case of the purchase of the tenant's interest?—A case of the purchase of the tenant's interest. They often give nearly the fee-simple value for it.

23190. They have to pay the rent in addition?—The rent in addition.

23191. What I want to know is as to the case of a man becoming the purchaser of the fee. In how many instances have they been unsuccessful farmers?—I would not say unsuccessful at all, but not making a good appearance.

23192. Mr. SHAW.—Not better than their neighbours?—Not better than their neighbours.

23193. Baron DOWSE.—These are the only two cases you know of at all?—Only two cases.

23194. Who is the second person?—I know the farm, but I don't know the man.

23195. Is it a large farm?—No, it is not; it is a small thing.

23196. How many acres about?—The whole estate I don't suppose is more than 200 acres, in the neighbourhood of Kilmallock.

23197. This man's farm would not be anything like 200 acres?—No, the whole thing is small.

23198. He is not worse off than his neighbours?—

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He is not worse off than his neighbours, but the farm does not show improvement in appearance or houses.

23199. These are the only cases you know?—They are very few.

23200. Baron DOWSE.—The magic of property does not seem to have turned everything that it touched into gold?—No, it does not.

23201. Mr. SHAW.—The bad years were against them too?—Yes, two or three very bad years.

23202. The CHAIRMAN.—You have mentioned drainage on your own property: is there much land of the same kind that might be improved?—There is a very large tract outside my ditch belonging to Lord Emly. I don't think his portion of the land is at present worth half-a-crown an acre, and it might be made worth £2 an acre.

23203. Baron DOWSE.—Why does he not do it?—I cannot tell. It is set to a tenant named Roche.

23204. Mr. SHAW.—Has the tenant a lease?—I cannot tell.

23205. The CHAIRMAN.—Do you think landlords ought to be compelled to improve?—I think they should, for the benefit of the community and of the nation.

23206. In what way would you compel them?—I have thought that the county surveyor, or some other proper officer, might be called on to give a return of land comparatively waste, and worth only 10s. an acre, but that might be made worth three times that if it were drained; and that the gentlemen who owned it might be required to take money from the Board of Works and drain the land; and that if they did not do so some machinery should be put in force to drain it, and they should be obliged to pay for it. If that were not done, the land should be sold. It would give employment to the poor, keep the peasantry quiet, and certainly increase the riches of the nation.

23207. Mr. SHAW.—Every one is a sufferer by the present state of things?—We know that in a new colony one of the rules is, that every settler must reclaim so much land every year. In this country reclamation is going backwards.

23208. Baron DOWSE.—Many of them in this country get the land on very easy terms, and so I suppose that is the reason why they keep it so?—They keep it so. A great many tenants in possession object to improve for fear the rent would be raised. That is a universal feeling.

23209. Don't you think some plan of security of tenure would be beneficial to the country?—Very beneficial.

23210. Supposing now that the rent were to be settled in some way that is fair between the landlord and the tenant, and that the tenant was not to be turned out so long as he paid it—would that be useful?—That is, that the tenant should be paid for his improvements?

23211. He should not be turned out so long as he paid the rent?—If the rent were once fixed; but the difficulty, I should say, is about coercing landlords to accept a particular rent.

23212. Don't you think that in a number of instances the landlords and the tenants would settle the rent between themselves?—In a number of instances they would.

23213. And don't you think that in a vast number of instances there would be no question about the rent at all, but it would remain as it is?—In a vast number.

23214. And then in cases where the tenant said he paid too much, and the landlord said he paid too little, if they went before an arbitrator, don't you think they could settle it?—Well, they might; but I would say that in that case, if the thing were not agreed to, the landlord might get his land.

23215. If the thing were not agreed to, would you see any objection to having a public officer, in whom everybody would have confidence, to fix the rent?—Well, I would object to that, unless the landlord got the opportunity of taking the land into his hands himself.

23216. Would he give the tenant anything for it?—Oh, I think he should. If they did not agree as to the rent, let the landlord take up the land and pay the penalty imposed by the Act of 1870.

23217. But you know that under the Act of 1870 the landlord would not have to pay anything if the tenant behaved unreasonably and refused to pay a fair rent, in which case he would not get any compensation at all?—Let the landlord consider that for himself.

Mr. SHAW.—You would coerce him to drain the land. That would not be much worse than to put him under an obligation to fix the rent by arbitration. You would not treat him with ceremony where his land is undrained.

23218. Baron DOWSE.—Don't you interfere far more with him by your plan than you would by what I was suggesting?—It would benefit a man to have his land drained.

23219. Mr. SHAW.—Would it not be a benefit to have the rent fixed without squabbling and fighting and having the country disturbed?—Oh, well, anything that would conduce to the peace of the country ought to be considered.

23220. Baron DOWSE.—Don't you think it would be a boon, even supposing they did not stand on strict rights, if the result were to keep the country in peace and order?—Oh, it would certainly.

Baron DOWSE.—If everybody stood on his strict rights, there would be no living in any country.

23221. Mr. SHAW.—It is not a mere personal question between landlord and tenant—society has some interest in it?

WITNESS.—Yes.

23222. The CHAIRMAN.—You say there are demesne lands that you think ought to be kept out of the Land Act?—Indeed there are.

23223. There is the description "demesne land" in the Act at present. Is that sufficient?—It is not.

23224. Baron DOWSE.—There are judicial decisions about it?—Are there?

23225. Did you ever see Mr. Donnell's book? No? Well, it is a very good book.

WITNESS.—A great many of the demesnes were just set to parties for twenty-five years as farms.

23226. The CHAIRMAN.—Do you suggest that in any alteration of the Land Act, demesne lands should get the benefit of the Act?—I should think they ought.

23227. And should "town fields," those that are actually held for the purpose of accommodation?—Of accommodation.

23228. That is the description of them in the Act?—Accommodation to parties living in towns.

23229. You suggest that the right of free sale should be granted to tenants in all cases?—I think so.

23230. The holdings only subject to re-valuation at the end of existing leases?—Yes.

23231. But you mean re-valuation by the landlord?—By the landlord.

23232. Without the tenant having any voice in it?—Oh, well, if he refused to pay—

23233. Baron DOWSE.—Don't you think the consequence of that would be, that the landlord could make the right of free sale completely nugatory by putting a high rent on the estate?—At the end of a lease he might.

23234. Or in the case of a holding from year to year, could he not make the right of free sale of no use by charging a man such and such a rent?—Well, he could.

23235. That is what they complain of in the north?—He could.

23236. The CHAIRMAN.—Do you think that the tenant should be entitled to receive back his outlay for all his improvements irrespective of the time he may have enjoyed them?—I always thought so. Some parties give up their land at the termination of their leases in quite a different state from that in which they got it—at double the value.

23237. You state that you have some suggestions to make as to the registering of improvements?—Yes. We, as agents, have great trouble in keeping a

registration-book of improvements that we make ourselves, and in proving them afterwards in Courts of law.

23238. There is a means of registration now provided by the Act?—There is; but when we allow a tenant for drainage and buildings, the danger is that the tenant might charge us with that afterwards as his own.

23239. Baron Dowse.—Lord Bessborough is referring to the provision enabling a landlord to register his improvements?—Yes. We don't do that.

23240. The CHAIRMAN.—Your suggestion is, that there should be some plan including a declaration before the Clerk of the Peace?—Yes.

23241. Could that be cheaply done?—Cheaply, I think.

23242. Then you go on to say, that when the declaration was lodged, the case should be heard by the Chairman of the County, with liberty to appeal to Assizes?—Yes.

23243. That would be reintroducing all the expense that you say people are so disinclined to go to?—Oh, well, they might not go to the Court except when they wished to contest it. They might not have to go to the Court at all about it.

23244. Do you think that in cases of future improvements the tenant ought first to call on the landlord to effect them?—Indeed I do.

23245. And that if he refused, the tenant should have the power of doing them himself?—Of doing them himself—yes.

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Edward
White.

Mr. SOLOMON FROST, examined.

Solomon
Frost.

23246. The CHAIRMAN.—Where do you live?—At Feenagh.

23247. Is it near Limerick?—Within eight miles.

23248. Do you hold land?—I farm about 450 acres.

23249. As tenant?—As tenant. I hold 257 acres in fee besides.

23250. Mr. SHAW.—Do you farm that?—Part of it.

23251. The O'CONOR DON.—Are you agent over any property?—No, I am not. I have tenants on a portion of my own property.

23252. The CHAIRMAN.—Have you experienced the difficulty a tenant is placed in by the increase of rent?—Yes.

23253. Tell us what it is; under whom do you hold?—I hold from Mr. Charles Wilmot Smith, from Mr. Thomas Frost, and from Mr. Edmund John Armstrong.

23254. With respect to which of these properties is it that you wish to mention the question of rent?—Cappagh.

23255. Whose is that?—Mr. Charles Wilmot Smith's. My father took that farm in the year 1851 at a yearly rent of £60.

23256. Mr. SHAW.—How many acres?—Forty-seven and a half Irish acres. The valuation is £52. The rent was increased to £80 in 1858.

23257. The CHAIRMAN.—Had you made many improvements in the meantime?—All the improvements. I will tell you later on. In 1863 the rent was increased to £120, which is the rent I am at present paying. My father wrote several times to Mr. Smith, requesting him to reduce the rent, but he saw no reason for doing so. I wrote this letter to his agent, Mr. William Sydney Cox, in 1879, which, if you will allow me, I will read. I may tell you, before I do so, that when Mr. Smith came in for this property it was in Chancery; and previous to his getting it he came on the lands himself, and walked them, and fixed the rent. Later on, he sent Mr. Cox, as he led the tenants to suppose, to value the land. I walked over my part of the lands of Cappagh with him, and told him the rent I was paying, and he told me on the lands that if he could reduce the rent for me he would. I made several verbal applications to Mr. Smith, but he declined to make any abatement. I then wrote this letter to him, through Mr. Cox, his agent, on the 8th of January 1879:—

Feenagh, Six-M.-Bridge, Co. Clare,
January 8, '79.

DEAR SIR,—When I last wrote, requesting you would bring under the notice of Mr. Wilmot Smith the excessive rent I am paying for the farm I hold from him at Cappa, I hoped and expected a favourable reply. I am again obliged to appeal through you, that he might take the rent I pay into his consideration. At all times, even in the most prosperous years, I found it impossible to make the rent; and when you go from one extreme to the other, I think I am not wrong in stating we are passing through a year that will be as ruinous to many as the famine years. My father

had this farm for many years—from the year 1851 to 1858—the yearly rent £60. By his own improvements and outlay he was made to pay £80 per year; still his improvements continued, and so did the rent, as it was increased to £110. My father at this time was getting old, and left me the entire management of his business. I worked still with a will to make it pay, but our industry was rewarded by having the rent raised to £120, the amount I am at present paying for the farm. I have been grappling with it to try and make the rent, and done so, with as little expense as possible. I solemnly pledge myself I have failed to do so. If you compare the price of beef with this and some years past, what was selling at £4 per cwt. is at present selling from 55s. to £3, 5s. per cwt.

The corn crop has been a failure for the last two years; and the little that was in the crop was so injured by the wet reason, you had two-thirds of the general crop sold at four and five pence per stone.

Pigs that were selling at £3 per cwt. is now selling at £2 per cwt.

May God grant things may look better before long, but I fear the prospects are very gloomy. With America confronting us with her superabundance of beef, mutton, and bacon, if we didn't raise a four-footed beast she could supply Great Britain. I don't want to ask anything unreasonable of Mr. Smith. He has his calls as well as others. I do request, as you and he know the depressed state of the times, he may make me some abatement in rent now due, and submit my farm to a valuation by a respectable engineer—say, yourself—or any gentleman that knows the value of land. I hope you or Mr. Smith won't think the proposition I make unreasonable. I make it in good faith, believing it just between landlord and tenant.—I remain, dear sir, yours faithfully,
SOLOMON FROST.

Afterwards I met Mr. Cox at the North Munster Club in this city. He told me he had had a reply from Mr. Smith, and invited me to his house to read it. From that letter I saw that Mr. Smith saw no reason for reducing the rent; he said that he did not increase the rent on me, and he would not submit to any valuation. I said to Mr. Cox that that was very unjust treatment of me; and of course I had to submit, but it was a very great hardship.

23258. Baron Dowse.—What did he mean by saying that he did not raise the rent?—That since I came into possession, after my father's death, there had been no increase of rent put on me. Immediately after my father's death I fell into possession, and I had knowledge of the place and worked it.

23259. Were you tenant from year to year, or had you a lease?—From 1851 to 1858 it was held under the Court of Chancery by a seven years' lease.

23260. You don't reside on the farm?—I do not. I did reside on a farm adjacent to it. I don't know whether I would be entitled to compensation or not if I were evicted during the time I resided on the adjoining farm, or now. I do not reside on the other farm in consequence of having been obliged to leave.

23261. Is it a grass farm?—A grass farm.

23262. Mr. SHAW.—Did he make you no abatement in the bad times?—No abatement whatever.

23263. Baron Dowse.—How near is it to Limerick?—About seven miles.

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23264. Between Six-Mile-Bridge and Ennis?—It is almost running into the station at Six-Mile-Bridge. Mr. Cox, I must say, has at all times endeavoured to get the rent reduced for me.

23265. Where does Mr. Smith live?—At Ballynanty, Bruff, in the county of Limerick. He has also a residence at a place called Killuran, in the county of Clare.

23266. Mr. SHAW.—Has he a large property there?—Not very large.

23267.—Where you have your land?—It is not large there.

23268. Are his other tenants rented high in proportion?—Not so high in proportion.

23269. Baron DOWSE.—Supposing you were a tenant that had to live by that farm, could you live by it?—No more than I could go into the air or sky. It would be utterly impossible for any man to do so. The letter I have just read is as correct a statement as if I were sworn to it. It would be utterly impossible to live by it—utterly impossible. I met him also in Mr. Cox's office as to the farm I mean. This Mr. Wilmot Smith had some dealings with tenants on an estate known as the Kingston estate.

23270. Is that the estate that was purchased by Mr. Buckley?—I think it is part of the property. It is at a place called Culhane, on the borders of Clare, Limerick, and Tipperary.

23271. Near the Galtees?—I cannot give you the exact place where the ground is, but I give you the name of part of the lands. He had some trouble with some tenants there. The tenants complained of excessive rent. Mr. Smith made a statement in the *Cork Herald* in justification of the rents the tenants were paying, stating that the valuation of those lands was not his valuation at all, but was made by Mr. Cox, and that the tenants on his Clare estate were pleased with Mr. Cox's valuation. Having seen that statement, I met him one day in Mr. Cox's office, and said, "I saw that statement of yours, sir, with reference to your dealings with the tenants on the Culhane estate, in which you state that Mr. Cox made a valuation of that part of the Clare property. I consider the rent I am paying to you for Cappa too high, and I am willing to abide by the statement you made of leaving the valuation to Mr. Cox." He denied having said so, and said that if I did not wish to pay the rent I could surrender it. Mr. Cox said that I was a young man living by land, and would prefer getting a farm to parting with one, and that if he could make some arrangement with me, it would be better. But he replied by saying, "If you don't like the farm I will take it off your hands."

23272. What improvements did your father make?—The land has been cultivated and manured highly, and in fact used as a draw farm in the way of tillage. It has been handled with the greatest care and attention, and has produced crops as much as any land of the class could produce.

23273. The CHAIRMAN.—Do you think you would get reasonable compensation for it under the Land Act?—Now that I don't reside adjacent to the farm, I am debarred from all compensation.

23274. Baron DOWSE.—No, that is only for disturbance. You would get your compensation for improvements, would you not?—I am not aware. It is not a grass farm.

23275. Mr. SHAW.—You have not erected buildings?—I have made no buildings.

23276. Have you drained it?—The land is perfectly reclaimed in every way. The valuation is £52, and my rent is £120—I can establish that—and the improvements have been effectually and substantially made.

23277. The O'CONOR DON.—You could not say how much money you laid out on those substantial improvements?—No, not at all. I have not the remotest idea. The place was worked by my father when I was not able to be of any use at all.

23278. The CHAIRMAN.—Was there clearing of fences?—Everything. It is now as square as the table. Every field is in perfect order.

23279. Were the fences made by your father?—Every one of them.

23280. Mr. SHAW.—In fact it was made what it is by you?—By my father.

23281. Baron DOWSE.—If ever you are turned out of it, don't give up your claim for compensation without good advice. Don't assume that you have no claim for improvements, at all events.

WITNESS.—I have to add with reference to my statement about the fences, that this farm was in possession of Colonel O'Brien before my father got it. Colonel O'Brien made some of those improvements; and my father gave him a sum of money in payment for them.

23282. Did your father give the money to Colonel O'Brien with the knowledge and consent of the landlord?—I could not answer that question.

23283. Mr. SHAW.—It was a good while ago?—1851 was the time, I think.

23284. The CHAIRMAN.—What have you to say as to the other properties?—As to Ross Managher, it is not on your list. It is a place I was removed from in 1875 by Mr. Henry V. D'Esterre. His agent is Mr. Frank Morice of Springfield.

23285. You were ejected?—I was not ejected. I was obliged to surrender the place. I will tell you the circumstances.

23286. Is it a grass farm?—A grass farm—not entirely so, but grass and tillage. I forgot to add that in my statement.

23287. Baron DOWSE.—The farm you hold under Mr. Smith is grass and tillage?—Yes.

23288. The CHAIRMAN.—The one you hold under Mr. D'Esterre is entirely grass?—Yes, when I held it.

23289. How many acres does it contain?—Sixty-six acres Irish.

23290. What is the rent of it?—The rent was £98, 5s. 7½d. to me.

23291. What was the cause of your leaving it?—My grandfather got possession of that place, and got a lease of it for his own life and those of his two sons, my father and uncle. My father died in 1871, and in 1875 we got an intimation that my uncle, who was the last surviving life, had died in America. Some time previous to that, Mr. D'Esterre thought my uncle in America was dead, and he sent for me and told me that the lease of my farm was up. He was under the impression that a brother of mine who was drowned was one of the lives in the lease, and that it had expired. I convinced him to the contrary, explaining that the last life was that of my uncle, who was then still living in America. I said that the house, offices, and place were out of order, and that I was anxious to make improvements and to make the place suitable and respectable, as it was so near his own, because he lived at the opposite side of the road—in fact, within 150 yards of my house. He said that my lease was not up, and that it would be time enough to speak of those things when it would be. At the expiration of the lease he sent for me, and said he required possession of my farm. I said I thought that was not the way he would treat me, the place having been so long held by my father and grandfather, and that as my mother was then living with me it would be a great hardship on her to be obliged to leave. He said it was too near his place, and that he could not leave it to me. I said, "As you complain of the house being so near, I will give you the lawn and the dwelling-house, provided you give me the Creg portion of the land and the meadow land. He refused to do so, saying it was entirely too near his place. I then asked him to give me instead of the meadow land another portion of his property. He declined to do so, but professed great friendship for me, saying he would do anything he could to oblige me. I had to submit to his terms, and give him up possession of the farm.

23291A. Baron DOWSE.—What were the terms?—I am not able to tell the amount, but I think he gave me half a year's rent.

23292. He gave you no other land?—No other land.

23293. Mr. SHAW.—You resided in the place?—I resided in the place, and the only reason he ever adduced for removing me from it, was that I called it Ross Managher House. His own place was called Ross Managher Cottage, but he has since improved on the cottage, and called it Ross Managher Castle.

23294. Has he pulled your house down?—No; he left my mother the dwelling-house, where she still lives, for her life. But there is a front entrance to it, and he has given her no special right to go through it, but only a sort of privilege, so that at any moment he may close the hall door. I am almost certain that that was done to remove me from the place, should I have remained in it with my mother. The naming of the house was no naming of mine; it is known on the Ordnance map as Ross Managher House.

23295. The CHAIRMAN.—What you mention as to the entrance is a thing hardly affecting the letting of the land and its value. State anything that affects the land?—Very well, sir. My father had something to say to the supervision of the sluices of a tidal river called the Owen Garney which passed by, and which flows to Bunratty. A portion of the property extending to Bunratty belongs to Mr. D'Esterre; and there were very important sluices on that land which required to be looked after. My father told his father that it was necessary to do so in time, as neglect of them would entail considerable expense. The sluices were neglected; the banks got broken; the land was inundated; and the water ran over the crops that were on the lands of the tenants. Some of the tenants made trenches and dams to keep back the water from their crops, lest they should be destroyed. A complaint about this was made to Mr. Robert Kerr D'Esterre, and one of the tenants was sent for, and told that if he did not take down the dam he would be evicted.

23296. Baron DOWSE.—How long ago is that?—I am not able to give you the dates.

23297. It is not within the last ten years?—Not within the last ten years.

23298. Or twenty years?—Oh yes, it is within twenty years. He refused to take down the dam, and it was taken down for him by some person unknown to him. The rent was very high on those tenants, and in consequence of their crops being destroyed they fell into arrear. After some time, when he found he could not get the rents from the tenants, he forgave them the arrears, and took the greater portion of the lands off their hands; and they now hold somewhere about half of what they then held. One of those tenants, Patrick Frost, had seventy-five acres, but his son has at present only thirty-two acres. His rent is at present £3, 10s. an acre; and I pity him, for his case is as bad as any man's could possibly be. These were tenants that any man might be proud of, being most respectable, industrious people, and above the class that would be parties to crime or outrage or disturbance of any kind. They were so law-abiding that they were never seen in a criminal court.

23299. The CHAIRMAN.—Have they been much broken down by the loss of the lands?—The sons and daughters and little children of Patrick, John, and Solomon Frost, although they dress respectably and decently, have much reduced means.

23300. Baron DOWSE.—After taking the portions of land from them, did he charge the same rent per acre for the remainder?—He did.

23301. Has he left your mother rent free?—No, he charges her 5s. a year.

23302. That is practically rent free?—Practically rent free. She has a kitchen garden of about fifteen perches. Some of the tenants lately asked him for an abatement, but he said that in consequence of having to pay so much himself he could not give it. I want to make reference now to the cases of other tenants, without giving their names or those of their landlords.

23303. Baron DOWSE.—You may tell them shortly, without going into full details.

WITNESS.—Gentlemen who were joint landlords came to shoot over a property. The tenants were glad to receive them, and went to meet them. They went to the house of one tenant, and congratulated him on how prosperous and happy he seemed to be, as they saw a pig and a little bacon hanging in their kitchen. The poor man had to deny the bacon, and to say that it belonged to a kind lady in the neighbourhood whom they were accommodating by smoking it in the kitchen for her. The man said he anticipated their movements, and thought they were going to kill two birds with one shot, which they afterwards did by putting 25 per cent. on the rent of that tenant.

23304. From seeing the piece of bacon in the kitchen?—Yes.

23305. Mr. SHAW.—How long ago is that?—About two years ago.

23306. Baron DOWSE.—Was that in the county of Clare?—In the county of Clare.

23307. Mr. SHAW.—You know the things you yourself are speaking of from your own knowledge?—Yes; indeed my father held a farm from Mr. Blood, and his agent was Mr. Jonas Studdert. In consequence of his not voting for a landlord who was a candidate for the county of Clare, an increase of 15s. was put on him.

23308. How long ago is that?—I am not able to say.

23309. The CHAIRMAN.—How do you know what the motive was?—The way I impute the motive is, that my father was asked by the agent to vote for this candidate, and did not do so. They were on the best of terms hitherto, and soon after the increase was put on.

23310. Mr. SHAW.—And the increase was put on very soon after?—Not immediately; I could not tell the time.

23311. The CHAIRMAN.—Was the rent excessive?—Oh yes, because he was obliged to surrender. He did hold it until he was tired of it, as I did with my farm at Cappagh.

23312. Baron DOWSE.—Was it a grass farm?—It was. There is only one other thing that I wish to refer to, and that is compensation for improvements. Will you hear that?

23313. CHAIRMAN.—Yes.

WITNESS.—I think the tenant is entitled to the full benefit of the improvements made in his holding, and that any compensation awarded to him should be the full amount, without any bar as to the length of time he had enjoyed those improvements. I think it is a great check on the making of improvements by tenants to take any from them, because by giving them the full value of their improvements you stimulate them to be industrious; and it requires a good deal of time and labour and energy to make improvements.

23314. Baron DOWSE.—Supposing a man built a dwelling-house on a farm, and enjoyed it for thirty or forty years, according to your idea, he should get the then value of the house?—Provided the house is in substantial repair.

23315. You think that he should get the then value of it, having regard to the condition of repair it was in, without taking into consideration the length of time he had enjoyed it?—Yes.

23316. Mr. SHAW.—You would not apply that to manures?—I would not, because the cost could not be estimated; but I would apply it to drainage expenses.

23317. Baron DOWSE.—The statute gives compensation for unexhausted manures?—It does, but it does not give the full amount of compensation. When lands have been improved by drainage, you leave them in much better condition and heart, and increase their value. Lands that may be only worth £1 an acre are increased in value by such improvements to perhaps £2 an acre. I say that the tenant under such circumstances is entitled to the full amount of his expenditure.

The witness withdrew.

Oct. 27, 1880.
Solomon Frost.

Oct. 27, 1880.

Robert W. C.
Reeves.

ROBERT WILLIAM CAREY REEVES, Esq., of Killimer, examined.

23318. The CHAIRMAN.—You are a landlord in the county of Clare?—Yes.

23319. What is the extent of your property?—Over 3000 acres.

23320. You are also a land agent?—No.

23321. Are you acquainted with the estate of Colonel Vandeleur?—Yes.

23322. What is the present state of the tenantry on your own property?—With the exception of about six or seven, they are pretty well off. I have been paid all my March and May rents except by about eleven tenants; and there are about five or six of them that are very badly off. I paid the debts of three or four of them myself; and now they are in such a state that, unless I stock their land in addition, I don't know what is to become of them. The money-lenders in three cases were going to sell them up, but I advanced them the money to pay them off.

23323. To save them from being sold out of their holdings?—Yes, by the money-lenders.

23324. What would happen if they were sold up in that way—would the holdings be sold too?—Well, it never has happened to me. I have never had a case myself under the Land Act, or have had any dispute at all with my tenants.

23325. Should you give a notice if the sale of holdings is not allowed?—I never allowed sales.

Baron DOWSE.—You could not prevent a Sheriff's sale from going on; the only thing that you could do would be to tell the man that bid that you would evict him.

WITNESS.—These men all owed me two years' rent, and in three cases the money-lenders would have sold what little they had. They are not large holders.

23326. You did that to save them?—From those money-lenders.

23327. Do you find that to be a cause of distress amongst tenants?—I believe that about me there is hardly a tenant that is not security, either for some one else if he be a solvent man, or for himself if he be insolvent.

23328. Has that arisen within the last few years?—It came under my knowledge within the last eighteen months. I daresay it may have been going on gradually, but I was not aware of it until last year.

23329. You have said already that there have been very few evictions on property of your own?—Very few.

23330. Or on Colonel Vandeleur's?—Or on Colonel Vandeleur's.

23331. Could you give us the numbers?—I had on my own property during the last twenty years only one eviction. It was of a man who owed two-and-a-half-years' rent. He had no stock of any sort. I gave him time and time and time, and at last he said himself that if he could not do any good, he would give it up. I have him now, with his family, as a labourer. That is the only eviction I had. He had nothing on earth in the place. He tried sub-letting it, and even with that he was not able to pay the rent. I allowed him to sub-let it. He had nothing on earth in the place except a few hens.

23332. The CHAIRMAN.—Is it customary on your property to make allowances for improvements?—I have not made many allowances. I have in some cases of larger tenants. In the case of small tenants, I did some drainage for them at one time, but that was some years ago. I did not charge them for it.

23333. Did you make any abatements last year?—I did. I gave 10 per cent. to a certain class. I gave 20 per cent. on one half-year, and 10 per cent. on another, to some grazing tenants. I forgave some half-years' rents in particular cases, namely, in four or five cases of widows, and people of that sort who were not very well off.

23334. In fact, you judged according to the circum-

stances of the different tenants, and gave them assistance accordingly?—Accordingly; but I gave 10 per cent. to everybody all round, except in the case of some leases which were generally very much underlet. I did not give any abatement.

23335. Have you many leases on your property still running?—I have been making a calculation, and I think about two-fifths of my property is leased.

23336. And these are falling in from time to time?—Well, they have not as yet fallen in.

23337. Are they held at low rents?—They are held in some cases for less than the Government valuation—two or three of them. For one large farm they pay me £128 a year, which is something less than the poor law valuation.

23338. In case of a lease dropping in, do you have a re-valuation of the farm?—Yes.

23339. Are the tenants generally satisfied with the rent you put on it?—Well, I think they are. The greater part of the small tenants had their land for fifty-two years at the same rents as tenants from year to year. My father never made any change at all from what was done by my grandfather. I put a small increase on them five years ago, which they paid very cheerfully ever since; and they paid the other day. I gave abatements last year; and the other day—two months ago—they paid.

23340. Are they at present making any difficulty about paying?—No, I was paid very well. It was in the end of August that I was paid; and there are about twelve tenants altogether that have not paid the March or May rents. There are about four who owe a year's rent—the insolvent fellows.

23341. Is that the rent due up to May?—March and May.

23342. The O'CONOR DON.—Haven't you a hanging gale?—No, I have no hanging gale. I declared off the hanging gale about fifteen years ago.

23343. And gave it to them?—No; they paid it up. I don't ask for the March rent until August within the year; but I don't let one year's rent catch another.

23344. The CHAIRMAN.—Are those leases at all underlet?—There are some very old leases underlet; and there are some leases that are let very well for the value. One is curiously circumstanced. The land is higher let than any that I have in lease, the rent being 60 per cent. over the Government valuation; the rent was due on the 29th of September, and the tenant sent me a cheque for it on the 3d of October.

23345. Baron DOWSE.—Is it grass land?—It is chiefly grass.

23346. Is he an under-tenant?—No, he has it all.

23347. The CHAIRMAN.—In the case of under-tenants, what rent is the middleman charging?—In some cases they are charging nearly double what is paid to me. In one case, in which the middleman is getting £2, 10s. an acre, I am not getting more than £1, 6s. for all the adjoining land round it.

23348. Have you found that on the falling in of the leases they reduced to the under-tenant?—I have not as yet. None of the leases have fallen in to me.

23349. What is the general scale of letting over the Government valuation?—My own estate, roughly speaking, is let for about 25 per cent. over the Government valuation, and some holdings are let for the Government valuation, but very few.

23350. What is the case on Colonel Vandeleur's estate?—He lets it all for 25 per cent. over the Government valuation, and pays half the county cess and half the poor rates, and charges them 10s. an acre for reclaimed bog; and he has offered them all leases on that arrangement.

23351. Mr. SHAW.—Is that a recent arrangement?—It was made about the year 1875, I think; I am

not sure of the exact year, but I think it was 1875 or 1876.

23352. The CHAIRMAN.—Did they accept leases?—Some of them have taken leases, but I think the greater number of them have not.

23353. Mr. SHAW.—There was an advance of rent?—He had let his land up to that time for the Government valuation; and at that time the Farmers' Club in Limerick said that 30 per cent. over the Government valuation would be a fair scale of letting, and I remember his saying to me, "I will charge 5 per cent. less than what the Farmers' Club say, and they can't object to that." He also allowed them half the county cess.

23354. The CHAIRMAN.—Throughout the country generally has there been much increase of rent since the Land Act?—I think there has.

23355. You think the landlords began to look more closely to the matter?—I think the result of the Land Act was to put the landlords more on their rights.

23356. As a general rule, is there an arrangement for allowing tenants to sell their holdings amongst other tenants?—I don't think so. I don't think it is recognised. I think it is very often done *sub rosa*, the landlord winking at it; but I don't think it is regularly recognised in any way.

23357. Your answer to the query as to whether the Land Act has encouraged or checked tenants in improving, is, that you think it has encouraged them?—I think it has encouraged tenants' improvements and checked landlords'.

23358. Then you think the tenants have felt that they have got security for their improvements by the Land Act?—I do.

23359. It has been very often answered that it rather encouraged them for a short time, but that of late they seemed to have lost confidence in the security that they believed they got by the Land Act?—I don't think that. I think there has been a very great general improvement in the land. In the west of Clare there has been immense improvement, and a great deal of drainage—not very well done, often; but a great deal has been done by the tenants themselves. The reclaimed cut-away bog is some of the most valuable land they have now. The potatoes never get black on it, or very little, when they do on the up land.

23360. Have you much turf cut-away bog land?—Not much. I have two old turf bogs near where I live, that have been cut away. These I have generally given to any tenants who will take them, holding for nothing for two years. I then put on a small rent. Very often I did not put on anything for five or six years. Then I talked to them, and asked them what did they think they could pay? and in some cases I got as much as £1 an acre for it, but generally from 10s. to 15s. an acre. But that land is sublet again by those people to labourers, who are very often the people who reclaim it; the tenants sometimes get £4 an acre for it for £1 that I do.

23361. Mr. SHAW.—Is it manured?—It is manured by those labourers.

23362. The farmers don't manure it?—Sometimes they do. Very often they don't. Very often it is the labourers who really manure the land, and not the farmers.

23363. The CHAIRMAN.—What do they do in the way of drainage?—They don't do very much really good drainage. They make surface drains, and sometimes main drains. In one case a man made a very good drain himself in a cut-away bog. He asked me to give the bog to him, and was quite satisfied to pay rent; and I put some rent on him after seven or eight years, and since that he has been paying it regularly.

23364. On Colonel Vandeleur's estate is there a large extent of reclaimed bog?—A large extent of it. He charges 10s. an acre all round for reclaimed bog—for what is under cultivation.

23365. The O'CONOR DON.—Has he done much in the way of improvements?—The tenants have reclaimed a good deal. A great deal is being done every year.

23366. Has the landlord done much?—He made some arterial drains for them for nothing, and allowed them the use of them if they liked.

23367. Is it the custom on his estate to assist in building?—I think he very often gives timber and slates for building, but they seem to prefer thatched houses; and I believe a thatched cottage is more comfortable to live in than a slated one.

23368. Is it your habit to assist in building at all?—Well, I have not, much. Where I live not many of the small tenants have slated houses. To a great many of them I have given timber; and a great many of them have made outhouses and cowhouses, and small things of that sort, and I have always given timber for that if they asked for it.

23369. The CHAIRMAN.—Do you think there ought to be some tribunal that could assess rent in case of a difference between the landlord and the tenant?—Well, I do. I think something of that sort would be good. I think in a great many cases it is rather unfair on the tenants that one landlord asks them nearly double the rent that another would. A proper valuation would take a great many years to make, and for that time you could not have a test of the real value of the land; and I think it would prevent a great deal of heart-burning and ill-will if there were some test of the value of the land—if, where the tenant said he was paying too much, and the landlord said he was not getting enough, both could go before some competent tribunal which could say, "The land is worth so much."

23370. Do you think that in the great majority of cases that would lead to their being satisfied to let the rents remain as they are?—I believe that the tenants, in the majority of cases, would be satisfied. On my own estate, I never had a single land case, or trouble with my tenants; and I believe that the majority of landlords and tenants would get on very well if they were let alone. But there is a class of landlords who are very rapacious, and if they could be checked I think the country would be the better of it.

23371. Do you think there should be some check on the power of giving notices to quit?—I do. I think that if annual notices to quit were done away with, and the landlord had power every seven years to serve a notice to quit, it would be for the better. What I believe to be the real solution of the thing is to encourage leases, and to encourage some sort of security of tenure, without having recourse to any arbitrary measure. If possible, I would rather leave it to the landlords and tenants to settle the rent between them; but, on the other hand, I have known a case where the landlord said, "I want £2, 10s. an acre for land," being an enormously high rent, and the tenant offered him £2, 9s. 6d., and yet he would not take it, but said he should have what he had said. The man said he could not pay it, and gave up the land; and the same landlord now is in such a state that he cannot get any rents at all. They won't pay him anything. He offered them 30 per cent. abatement the other day, and yet they won't pay him.

23372. Baron DOWSE.—Was that £2, 10s. an acre too much?—Well, I think it was.

23373. The O'CONOR DON.—Was it grass land?—A light sort of tillage land. A bad description of land.

23374. The CHAIRMAN.—As to leases, do you think that there might be some statutory form of lease?—I think it a very absurd thing putting in all those clauses into leases. I myself have given one or two leases with a lot of clauses in them which I thought were absurd—one never could enforce them. I think the landlords ought to have game and usual royalties; but there are a lot of other clauses which are unnecessary.

23376. Do you think there might be some simple form of statutory lease that would meet almost every case that would be required?—I do.

23377. How do they hold on Colonel Vandeleur's estate?—When he put on 25 per cent. he offered them all leases.

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23378. Are there old leases?—There are some old leases, which have for the most part dropped in. There is one thing connected with the question of money-lenders which I wish to say. Nobody has any idea of the extent to which they have got hold of the tenants. There are really cases of tenants in which, besides paying the money-lenders for them, unless you also stocked their lands, I don't see what is to be done for them. On my own estate, which is not a very large one, there are five or six such cases; and if you went to a larger estate you would have more.

23379. And where they are more distressed tenants too?—More distressed tenants.

23380. Baron DOWSE.—Is it a fact, Mr. Reeves, that there is a cessation in that mode now of raising money? I have been told that the money-lenders don't give the money so willingly this year as before?—Well, I really don't know. I know the tenants are so mortgaged that every one of them is more or less in their hands.

23381. Mr. SHAW.—They are shopkeepers generally?—They are shopkeepers.

23382. Who gave them goods first?—Oh no. They are regular money-lenders. They are generally pawn-brokers.

23383. Baron DOWSE.—Did the banks advance money too?—They did; but I think they have a better class of customers to deal with.

23384. The CHAIRMAN.—And they don't charge so high?—No, only what the rate of discount is. The money-lenders always charge 20 per cent.—1s. in the pound for three months, besides the cost of the bill stamps, besides a couple of glasses of whisky to the person who goes security for the borrower, and so on. In one case, where a tenant's rent was £14, he paid £10 interest to a money-lender for £50, but I gave him the money at 5 per cent., which was a dead saving of £7, 10s. per annum.

23385. Baron DOWSE.—Do you think he will pay you?—I think it is extremely doubtful whether he will nor not. I have always got on very well with my tenantry, and my father did also. Last year was such a bad year, that I thought the chance of helping the tenants was worth more than a few hundred pounds—it keeps up a good feeling. I think it is doubtful whether I will be paid the money back or not, though I think there is one man who will repay me. I don't know about the others.

The witness retired.

Patrick
O'Shaugh-
nessy.

Mr. PATRICK O'SHAUGHNESSY, examined.

23386. The CHAIRMAN.—You live at Bruff?—Yes, my lord.

23387. You are a farmer?—Principally a shop-keeper, but I am a small farmer—I hold seven or eight acres.

23388. What is your business?—I am a draper; I am a poor law guardian for the electoral division.

23389. Have you had a good deal of experience of the tenantry of the county?—Well, I do know a good deal about them. My principal object is to draw attention to the miserable state of the labouring population.

23390. We are very anxious to have some information upon it: are they in a very wretched state in your neighbourhood?—They are, my lord.

23391. Are they in crowded dwellings?—Precisely. Their state is very miserable.

23392. Are they not able to support themselves?—The labour they get from time to time would never sustain themselves and their families.

23393. Mr. SHAW.—They don't get constant employment?—No.

23394. Do they live in the towns?—Principally in the towns, huddled together in small lodging-houses, two or three families in one miserable house, with their beds on the floors.

23395. They work during the season with the farmers in the country?—Yes, they generally come into Bruff from the counties of Clare, and from Cork and Kerry, in the season, and they are huddled together in small lodging-houses, in a deplorable state.

23396. The CHAIRMAN.—That is during the season for work?—Yes, from the hay-saving until the potatoes are dug—from the 1st of July until this time. The permanent labourers who remain are also in a wretched position. They have no dwellings. They are very poorly circumstanced, and the labour they get would not be at all sufficient for their support, except that their wives make out a regular trade by begging through the country.

23397. These are the permanent labourers of the district?—Yes.

23398. The others are the men who come in the working season?—Well, they sometimes bring their wives with them. Unfortunately they sometimes remain; if they earn a few pounds, they become located in the place in the winter, and they ultimately become chargeable on the rates.

23399. That is if they stay long enough?—Yes.

23400. You have had more experience of those who have habitations?—Yes.

23401. In your own district?—Yes.

23402. And you say their position is very bad?—They are very badly off.

23403. And that they are very badly off and very badly housed?—Very badly housed, yes. Last season we had a Relief Committee in the town which distributed about £400, received from the Mansion House, the Land League, and private subscriptions, during three months from the 10th of January to the 1st of April. We had one hundred of those people engaged daily at 1s. a day, and they were very glad to get it. In some instances two or three of a family were engaged; and where there was only a single person supporting himself, we were obliged to give him only three days of work in the week. They worked from early morning until night, in the cold and wet, breaking stones; and that I am sure would not have supported them, but that their wives went through the farms begging meal and milk, and anything that they could get.

23404. Have you many resident landlords in your county?—We have not—we have a few resident landlords. There are Lord Fermoy, and the O'Grady of Kilballyowen. Mr. John Bevan of Elton has property near Bruff, but he resides at Elton.

23405. There's less employment for labourers than in any other parts of the country?—Precisely.

23406. Do the farmers give them regular employment?—Indeed no, they do not.

23407. Only at special times?—In the season for saving the crops.

23408. Mr. SHAW.—That principally occurs on the lands?—Yes.

23409. And they don't keep the labourers on their farms?—No; a farmer with 400 acres might not have more than four or five labourers on his holding.

23410. And these would be herds or caretakers?—Yes.

23411. The CHAIRMAN.—Their houses, I suppose, are cabins?—Yes, one room. They have no land.

23412. Describe their habitations?—Generally speaking, there is only what you may call a kitchen—no division between the sleeping apartment and the place where they prepare their food. It is generally one apartment, and sometimes they have a pig in one corner. If they have hens or ducks, the hens roost generally over the door, which is offensive and dangerous to health. I believe that hens and fowl generally

are worse in a sanitary point of view than the pig itself. Any person opening the door of one of these houses in the morning and going in, would find, if there were hens roosting over the door, that there was a most disagreeable smell. Then these people are very badly clothed. They have a little bedding in the corner thrown sometimes on straw, with a few stones to keep it together, and a little covering. Some years ago we had a Relief Committee which supplied them with blankets, but the state of their houses was so bad that the blankets became dirty and filthy after a very short time.

23413. Have their houses windows?—Well, sometimes they have miserable little holes—not like windows at all, though glass is so very cheap. Their houses are very badly lighted.

23414. What have they in the way of a chimney?—Well, generally a hole, though sometimes a little chimney is erected. In the houses of the poor about the town there is scarcely a chimney at all. There is some sort of opening in the roof that lets a little of the smoke out.

23415. You have mentioned something as to their having land?—Yes; I don't think that any alteration in the Land Laws will have the effect of pacifying the people and making them comfortable, unless some provision is introduced in the way of giving them a bit of ground. When they are brought to the towns they are open to every temptation—no people, particularly those of them that read those revolutionary periodicals, are more so. They say to themselves, No change can make us worse off than we are. If they were sent round from the towns through the farmers, that would separate them from temptation, and be a great means of improving their position.

23416. Would you fix the price which the farmers should charge them for ground?—Yes; I would suggest that they should get half an acre of ground at the farmer's rent, and that the Government should advance them money to build houses, charging interest for it; £50 would build a comfortable labourer's cottage.

23417. Who should get the loan and build?—Well, if the tenant got the money he should be compelled to build the house in a selected position. It should have a kitchen, two bed-rooms, an enclosed yard, and a piggery. That might be done comfortably for £50. The interest of that in addition to the rent of the half-acre should be put on the labourer, and made a perpetual charge—not a charge payable in 35 years, but a perpetual charge—for the half-acre of ground and house. Let that be paid to the tenant; and I would suggest also that the interest should be collected along with the poor rate in order to save the Government expense. The £1 a year or 2 per cent. perpetual interest should be collected in that way.

23418. It has been suggested that if neither the landlord nor the tenant would make comfortable dwellings for labourers, the Board of Guardians should have power to borrow the money and take the land for the purpose?—Well, that would be a very good suggestion. Mine would be that if the tenant neglected to build the house or keep the occupier in it when it was built, a penalty should be imposed on him by the Board of Guardians, and applied in payment of the rates of the electoral division—a penalty not higher than £10 or lower than £5.

23419. Baron DOWSE.—If any privileges should be conferred on the farmer by the Legislature, might he not be denied them unless he built labourers' houses?—Well, that would be very good.

23420. The CHAIRMAN.—Might there not be many cases in which the farmer would say—"I don't want labourers on my holding?"—I would make it compulsory for the benefit of the community. If the law is to improve the farmers, they ought to improve the labourers, who have as good a right to live in the country as they have.

23421. The O'CONOR DON.—What would you do if the labourer got ill and died, and left a helpless

family in the house, who were unable to work for the farmer?—Well, I would not ask the labourer to work for the farmer at all; I would let him make the most he could of his labour, and be quite independent of the farmer as long as he paid the rent; because if you made it imperative on the labourer to work for the farmer, they would have disagreements if the labourer were not allowed to make the most he could of his day's labour. The farmer might say to him, "You must come to me for 2s. a day." While the labourer might say, "I can get 3s. elsewhere;" and then the farmer might try to force him. Let the labourer be independent of the farmer, and the farmer of his landlord.

23422. The CHAIRMAN.—Would it be better that they should both hold direct from the landlord?—Well, perhaps it might be a great deal better.

23423. The CHAIRMAN.—And so make the landlord provide comfortable labourers' houses instead of the tenant?

Baron DOWSE.—That was the intention of the clause in the Land Act.

WITNESS.—A quarter of an acre would not be sufficient. In our place they will pay the farmers £6 an acre, along with manuring their land for them, bringing their own manure; whereas if they could put that manure on their own little plot of ground it would be a great improvement.

23424. And save them from having to go a distance?—Precisely. It would make people say that the Government were anxious to do some good for them, and would pacify them. If something of the kind were done you would lessen the amount of police in the country.

23425. Mr. SHAW.—Would you compel the farmer to keep a certain number of labourers?—Yes, I would—a labourer's cottage for every £60 of valuation.

23426. And you would leave the labourer free to work for the farmer or not as he liked?—To pay the rent of the cottage and have no more to say to him.

23427. You would make it a yearly hiring?—No, I would not; but as long as he paid the rent and conducted himself without deteriorating the house and land, the farmer should have no claim against him.

23428. At present the labourers are hired by the year?—Yes, they are.

23429. And they get their houses?—They get a house and a small haggard.

23430. What wages do that class get in your country?—About a shilling a day all the year round, and their houses.

23431. Any firing?—No, no firing, but a bit of a garden of perhaps 9 or 10 perches.

23432. You would scatter the labourers that are now in the towns, through the country in the way you have mentioned?—Precisely. That is my object.

23433. Do you think they would get work—is not the town a more central place for them?—The farmers are obliged to come into the town every morning to get labourers, they are so scarce, particularly in the season, when hay is saved and corn cut. They are obliged to come and take the labourers from the Cross, whereas, if they were spread through the country, they could get them without doing that.

23434. The country is so much a grass country that it would be hard for the labourers to make a living if they were scattered through it, whereas in the town they would be more likely to be near their work?—Well, as far as the electoral division of Bruff is concerned, they would not be far from them. If they wanted to work for the farmers of the neighbourhood, they could come into town in the morning. But that seldom occurs.

23435. How many labourers are there in Bruff unconnected with farmers?—Well, I think there are fifty.

23436. And there is nothing in the world but farm work to keep them?—No, nothing.

23437. There is no other labour going on in the

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place?—No, they have no manufactures of any sort.

23438. They are dependent on the wages they pick up from their labour?—Precisely.

23439. They must be in a bad way generally speaking?—They are, generally speaking, very badly off.

23440. Is that the way in all the small towns in the county of Limerick?—Well, indeed I think it is the general rule. I was just making out the number of persons in the electoral division of Bruff at £60 valuation, and I think it would give forty-three labourers for the place.

23441. That would take forty-three out of the town?—Yes. In one electoral division a valuation of £75 would give thirty-four. To take the number scattered through the whole place at sixty-three for a valuation of £6000 would not be too much. The plan I propose would take them out and give them a sort of status.

23442. I suppose everything they buy is dear in Bruff?—Milk, although the country is a milk country, is very scarce. The farmers as a rule are very conservative as regards milk. They prefer giving it to their calves rather than to the poor people.

23443. What do they burn—turf or coal?—Principally coal. Formerly we had turbaries, but they are cut out.

23444. It must be hard enough for them to get fuel?—Very difficult. If the poor people had each a bit of ground with a comfortable house, it would alter their position, because instead of paying so high a rent for land, they would till their own little plots. After they came home in the evening at six o'clock, they could till their quarter of an acre of potatoes or oats.

23445. And they would pay less than they do for their miserable lodgings in the towns?—The rent of half an acre of the best land will be 30s. The interest on the money advanced for building the cottages would be £1 a year more. They pay more than £3 at present for their miserable hovels.

23446. It would also encourage in them habits of thrift and industry?—Yes.

23446A. And cleanliness?—Yes.

23447. Baron Dowse.—And give them a stake in the country?—Precisely.

23448.—Mr. SHAW.—Do they send their children to school?—They do tolerably well unless they are obliged to keep them at home. The priests are always at them about sending their children to the monastery schools, where they are being educated fairly enough. The whole thing is to show them that an interest is felt in them; which would give them habits of industry and loyalty, and everything conducive to the well-being of the State.

23449. So that you think the farmers have not all the grievances?—No, I do not think they have all the grievances. I think the farmers are tolerably well

able to take care of themselves, although they have grievances too. Last season a poor man was evicted for non-payment of rent. Before six months the agent came round to the man, who had an only daughter, whom he could have got married to a young man who would pay the rent and all the incumbrances. He brought the young man and the priest to the agent, but the latter refused to accept the young man as tenant, and handed over the land to another.

23450. So that the marriage did not come off?—The poor man was turned out. I thought it was a great hardship—the worst case that had come under my notice.

23451. Baron Dowse.—The man was turned out by ejectment?—Yes.

23452. Mr. SHAW.—There was nothing against the young man?—Not a hap'orth. He was an amiable, industrious, good young man; and if the agent had accepted him as tenant, the poor man who was evicted would have had a home for ever.

23453. Baron Dowse.—What was the estate?—The Carberry estate.

23454. Who is the landlord?—Lord Carberry.

23455. Mr. SHAW.—It is in the hands of trustees: who is the agent?—Mr. Freke. It was the worst case I know of.

23456. Because, generally speaking, that estate is very liberally managed in other respects?—Yes. It is the worst case of Mr. Freke's I ever heard.

23457. Baron Dowse.—What has become of the farm?—It has been given to an adjoining farmer.

23458. Mr. SHAW.—They wanted it for consolidation?—Yes.

23459. Was it a fair-sized farm?—No, a small little plot of seven or eight acres.

23460. Still the young man could have made a living by it?—He could, and have given the old man a home.

23461. Baron Dowse.—What happened the old man?—He is in a great state of misery at present. He is rather old. The poor little girl his daughter was obliged to go into service. Another suggestion I would make, if the scheme I have stated were to be carried out, is as to the sites for the dwellings. The farmers might put them in swampy places where the land is bad. I would suggest that the sites should be selected by the poor law guardians, the sub-inspector, and the doctor.

23462. The CHAIRMAN.—So as to get them into healthy situations?—Precisely. If the selection were left to the farmers, they would put them into the worst part of the farms.

23463. The site should be near good water too?—Precisely; and in elevated positions where the air would be good.

The witness withdrew.

John C.
Delmege.

JOHN CHRISTOPHER DELMEGE, Esq., examined.

23464. The CHAIRMAN.—You are the High Sheriff of this county?—Yes.

23465. I believe you have turned your attention to the present state of this country as regards the rents?—Yes.

23466. What is your opinion as to whether the Government valuation affords a scale on which rents should be fixed?—I think it is a most fallacious one in every possible way. I knew Sir Richard Griffith myself, and he told me he never intended it for anything but taxation purposes. Prices now are double what they were in 1852. The price of butter has doubled. Mutton and beef then were 4½d. a pound; their prices are nearly double that now. Butter which was then 65s. a cwt. is now 120s. and 130s.; and the prices of corn and oats have increased too.

23467. You think it would be of importance to get it out of the heads of the people that the Government have fixed on that valuation as a scale for rent?—Well,

I certainly would think it important to get it out of the heads of the people that Griffith's valuation is to be the foundation of the contract for rent between landlord and tenant.

23468. Do you recommend a new valuation that could be called a Government valuation?—I came down here full of that, but a few words that I had with Sir George Young on the point upset me. He said if Griffith's valuation was no true valuation, and yet people asked for it, then, all the more if a new Government valuation should be made now, the people would say, "That is the Government valuation, and we won't pay any more. They might not even pay as much as they do at present. The existing valuation is ridiculous as the foundation of a contract between landlord and tenant."

23469. But if a new valuation were framed on the present scale of prices, and as a fair rent between landlord and tenant, what objection would there be to that getting into their minds?—Well, if it were framed

according to the present prices, I think it would be very advisable. I think that whatever course is adopted, it would be well to get Griffith's valuation out of their heads. They have a standstill on that. Most of the tenantry in the country now offer that much and no more.

23470. Mr. SHAW.—But they might call any new valuation a "landlord's valuation," and object to it as strongly as if it were higher than Griffith's?—As if it were higher than Griffith's?

23471. So that it would be hard to manage the thing in a general way?—It would.

23472. The CHAIRMAN.—But supposing that it was to be the standard of rent, would you object to that?—I would object to any interference with freedom of contract. I don't see why there should be any interference with freedom of contract with respect to land, no more than there is with respect to any article of commerce or agricultural produce.

23473. Do you think that if there should be a difference between landlord and tenant respecting rent, arbitration would be a fair way of settling it?—I don't think it would. I don't see what business the Legislature has to interfere at all with freedom of contract between man and man. Perhaps in Europe there is not a cleverer or cannier set of people than the Irish peasantry; they are highly educated now, and are very well able to make their contracts and bargains; and I don't see why there should be any Act of Parliament on the subject of interference with rent, no more than there should be to compel me to give my bullocks at a certain price to a certain man. I would have total freedom of contract. I would adopt the phraseology of the Tenant League to a certain extent; that is, I would have the three "F's": I would have fixity of tenure limited to leases for sixty-one or sixty-three years, which I am doing myself advantageously both for myself and for my tenantry, by which means the banks would be glad to see them, and if they should be marrying their sons or daughters, they would get more money, and they would be enabled to go to the Board of Works as stiffly as any landlord and get a couple of hundreds. I would have the tenure limited to sixty-one or sixty-three years. I would have free sale also, but to a certain extent limited. It might happen that an old couple might wish to give up farming altogether: their children might be dead or gone to America; and they might wish to sell their land and come to a city. The landlord might be a grasping man, and finding that a good opportunity of coming in on this old farm, might say "no" to every one that the outgoing couple might bring. In such a case I would have an appeal to the Chairman of the County as to the circumstances of the man offering for the farm of the old tenant, and if he should find him a proper man, I would insist on his being taken. I would have freedom of sale to that extent.

23474. That would be an arbitration by the County Court judge?—Precisely.

23475. Baron DOWSE.—Your three "F's" would be freedom of contract at rents fixed by the landlord, tenure such as you have mentioned, and free sale limited?—Those are my three "F's," but I cannot see for the life of me what business the Legislature has to interfere with freedom of contract. The people who take land now is just as well aware of the value of it, and as well able to make their bargains, as I am or any one of you. They are no longer the ignorant class of people that they were sixty or seventy years ago.

23476. The CHAIRMAN.—You have not said how you would arrive at fair rents?—Freedom of contract, my lord.

23477. Baron DOWSE.—He would have fair rents fixed by freedom of contract, and fixity of tenure limited?—I would supplement fair rents by freedom of contract. Why should I be compelled to let my land for a certain sum?

23478. Baron DOWSE.—Yes. But what they say in the north is, that they have no alternative. They are on the farm. The landlord says, "I require such and such a rent." They allege it is all very well to say that

the tenants have freedom of contract; but they have no freedom of contract, for they are compelled to give him the rent rather than go out?—Well, you see, Baron, I don't know anything about the north.

23479. Well, take the south—come to Limerick?—I should be sorry to see it extended here.

23480. The tenant will give the additional rent rather than go out, even though he considers it an unfair one?—Well, but I would give him a long lease.

23481. But you should first settle the rent?—He and I would settle it.

23482. But you are freer than he is?—No, he is just as free as I am. He need not take my land.

23483. But he is on your land, and his only choice is between paying the increased rent and going to the poorhouse?—I don't know that.

23484. Mr. SHAW.—It is the case of a man in a holding. He and you come to fix the rent, and you can't agree. He thinks you are putting an excessive price on him. Wouldn't it be well in such cases, and it would be unfair except in such cases only, that there was some tribunal of skilled men, above suspicion, to settle the matter between you—wouldn't it be more satisfactory for the landlord than having unpleasantness?—That is, where the tenant is in?

Baron DOWSE.—I quite agree with you when he is not in.

23485. Mr. SHAW.—When he is not in, you have the thing to let, and the man may please himself?—He to buy, and I to sell—freedom of contract.

23486. Baron DOWSE.—I am talking about a man who is in already, and so is Mr. Shaw.

WITNESS.—In already, or a man who has a lease unexpired? Yes.

23487. Baron DOWSE.—He does not want to be put out of his land. His landlord says to him, "You have had that land for 30s. on lease; I will now charge you 35s." The man says, "I won't give 35s., but will give 32s.—let us split the difference." He says he won't give more than that, and the landlord says he won't take less than 35s.: whom are they to appeal to?

23487A. Mr. SHAW.—Some tribunal above suspicion?

WITNESS.—I should be perfectly satisfied with that as a landlord myself, if it was above suspicion, but certainly not with a tribunal of tenant-farmers.

Baron DOWSE.—Certainly not.

Mr. SHAW.—Decidedly not.

Baron DOWSE.—What Mr. Shaw and I mean is a competent man above suspicion.

Mr. SHAW.—Unconnected with the district.

23488. Baron DOWSE.—You would not object to that, Mr. Delmege?

WITNESS.—I would not.

Baron DOWSE.—I know you to be a fair man.

WITNESS.—Well, my lord, I am obliged to you for the character.

23489. Baron DOWSE.—You would be satisfied with a tribunal of that sort, giving a lease of sixty-three years?

WITNESS.—I would have no perpetuity. The longest limit I would give would be sixty-one years. I am giving that myself, and it is working satisfactorily.

23490. You are doing it yourself now?—I am doing it satisfactorily, and I have no tribunal.

23491. And you knew what you were about, for in addition to being a landlord, you were formerly a barrister?—Well, I was at it for five or six years.

23492. Would you apply the same rule to all farms—grass farms, town parks, etc.—or only to farms the tenants of which were resident on them, and working tenants?—I don't exactly comprehend the question.

23493. At present the distinction is drawn in the Land Act. Certain farms are not in the same category in that Act with a farm on which the tenant resides and works. Would you be satisfied to make it compulsory to give a sixty-one years' tenure, with a rent to be fixed, in case of dispute, by a public Court of arbitration, in the case of all farms?—Yes.

23494. Would you as to all farms?—Well, no. I

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think the knowledge of what grass land will do is much more easily arrived at than the same knowledge with respect to arable land. We all know what grass land will do from its appearance. There is nothing hidden or concealed about it, and it is apparent to every one what it is. But with arable land it is different. You don't know how it may turn out, and therefore I would put it for arable land and not for grass land.

23495. And leave the grazing land to competition?

—Leave the grazing land to competition—the grass parks. You would not interfere with the town parks? Some people call it accommodation land. I let land near the town here very satisfactorily to butchers, graziers, and jobbers, who pay me more for it than any farmer could. Of course you would not interfere with that?

Mr. SHAW.—Oh, not at all.

The witness withdrew.

Rev. William
Gubbins.

The Rev. WILLIAM GUBBINS, examined.

23496. Baron DOWSE.—Where do you live?—At Knocklong, in the county of Limerick.

23497. Are you in a parish?—I am a clergyman, living on my private property. I never was on a mission in this country. I was formerly chaplain to the late Catholic Earl of Shrewsbury.

23498. But you are not engaged in any spiritual functions now?—No.

23499. What is the amount of your property?—My landed property with tenants is something over £200 a year; and as a tenant myself I farm over 80 Irish acres.

23500. Who is your landlord?—Mr. Joseph Gubbins of Kilfrush, and the Misses Cooper, whose father was the late owner of Markree Castle, in the county of Sligo. They are now living in England.

23501. How many tenants have you?—Only four tenants, my lord.

23502. With reference to those tenants of your own, I suppose your land is let at a fair rent?—The rent is over £200 a year. Griffith's valuation is £167. For the last two years I found it necessary to give them an abatement of 25 per cent., reducing their rent to Griffith's valuation. In fact I found it necessary as a farmer myself to do so.

23503. As a tenant renting land, are you acquainted with the manner in which the Land Act of 1870 has worked?—Yes.

23504. Has it given satisfaction?—I think it has failed to do justice to the tenants. I can give cases from the parish where I live in. The husband of a Mrs. Power was in debt to their landlord some years ago, before the Land Act of 1870 passed. With the consent of the landlord, a person named Scanlan, the man's brother-in-law, paid arrears for him to the amount of £360. He got 12 acres out of 30 which constituted the holding, and paid the rent to the landlord for twelve years. But a neighbouring farmer, who, I believe, was examined here, came to the landlord, gave him £700, and induced him to turn out those unfortunate creatures. I believe myself that that injustice done to the poor tenants arose more from the anxiety of farmers to get the land, than from any injustice on the part of the landlords. I lived twenty years in England, and during the minority of Bertram, late Earl of Shrewsbury, I was one of his guardians, and I believe myself that the landlords of Ireland, taken as a body, are just as good as the landlords of either England or Scotland.

23505. They are subject to more temptation?—Something of that kind. I think, again, that where there has been injustice done, it has been in a great measure done through the agents. I have cases from my own immediate neighbourhood to prove that; but I will first take my own case. Some three or four years ago, the Misses Cooper came to my house. The late Sir Benjamin Brodie told me that if ever I slept in a low room, my life would not be a long one, and the late Sir Dominic Corrigan said the same thing. I told the Misses Cooper, and their agent, Mr. Sanders, that I was going to build a residence, and that I wanted no money from them, but only the understanding that when my lease expired my lands would not be put up in consideration of the improvement I was making. My lease expired, and Mr. Sanders asked me to take a lease for three years, and that after I had expended £2000, and

the Misses Cooper had told me that I never should be disturbed. I wrote to my solicitor, who said, "Your rent is not over £50 a year, and you may take a lease, because, under the Bright Clauses of the Act, they cannot disturb you." I took the lease for three years, and offered him half a year's rent, amounting to £23, 12s. 6d. He said my half-year's rent was £25, 3s. 6d. I said I had the land surveyed twice, and if he doubted the accuracy of my survey, let him appoint one, and I would pay him if the previous survey was incorrect. Notwithstanding all that, he has taken the rent for the last three gales, giving me a receipt for £25, 3s. 6d., whereas my cheques were only for £23, 12s. each half-year.

23506. What is your yearly rental?—My yearly rent for that land is about 20 per cent. over Griffith's valuation.

23507. What is the valuation?—£40.

23508. Then you may make your mind easy, for it is the valuation that regulates the £50, and not the rent. You say that the Land Act has failed in giving protection to tenants by not preventing arbitrary evictions; how is that?—In the case which I first mentioned, and in the second which I am about to mention, it has not prevented the arbitrary increase of rents. I now come to a property of Lord Ashtown's, near to where I live. A tenant to whom I went the other day, showed me his lease. His father had had the land at £1, 11s. an acre, and his lease expired. During the father's lifetime the land was put up to £2, 15s. an acre. The father is dead, and the son is in possession of the land. Mr. Townsend came to him, and said, "You must pay £3 an acre." He said, "I can't afford it." Mr. Townsend said, "If you don't pay that, I will have you out, and I will get far more than that for it."

23509. Mr. SHAW.—When did this occur?—Within the last four years. I got the tenant's lease from him—a lease for one year—stating that I was going before the Land Commission, but promising that I would not make anything known that would injure him. His father and himself had improved and built to the amount of £3000, or perhaps more, and yet there is a clause in the lease by which he signs away all his rights for those improvements in the event of his being ejected. I think that is a cruel injustice. I tell you more. There is no man more attached than I am to my religion, but in politics I differ from a great number of Catholic priests, for I am a Conservative; and I believe that if the present Government gave fixity of tenure and fair rents with their legal rights to the tenants, it would put an end to all the agitation that is going on.

23510. You say fair rents, fixity of tenure, and free sale?—And free sale.

23511. How would you fix the fair rents?—Of course I think the rents for the last two or three years have been high, even for the best of lands. I have a dairyman farming 40 cows for me. He could not pay me more than £8 a cow, and begged of me to take them up from him. I held him on, and kept a most accurate account, and instead of making £12 a cow, with all expenses paid, I only made £7, 10s.

23512. Mr. SHAW.—You say you had to reduce your rents?—I had.

23513. Baron DOWSE.—Where the landlord and tenant did not agree about the rent, would you object to fixing it by arbitration?—I would not. I have never raised tenants' rents, and I would be willing to sacrifice a good deal in order to put an end to this agitation. I would not willingly reduce my lands to Griffith's valuation, as I don't think that would be fair with respect to good grass lands on which butter is made, and beef and mutton fed. Such land, I think, is well worth 20 to 25 per cent. over Griffith's valuation.

23514. Supposing the landlord and the tenant differed as to the rent, how would you settle it?—Well, there is the difficulty.

23515. Would you have any objection to an officer of the Government being appointed for that purpose, who would be above suspicion?—I think that is the man who would do it. Unless the Government appoint an officer for the purpose, who is independent of both tenant and landlord, you never will have peace in this country.

23516. Do you think that such an arrangement would contribute to the peace of the country?—I am confident that it would, and that the agitation which is now going on would cease. During the Fenian outbreak there was a meeting of twelve magistrates at Knocklong. The farmers came to me, and begged of me to go to a police barrack which was in possession of the Fenians at the time, and try to get home their sons from it. I was dining with Mr. Frenn, D.L., and he said, "Gubbins, are you going to be shot?" I said I had promised them that I would go. He said I was a Conservative, and that I had better not go. I did go, and found them in possession of the barrack, and an American officer in command of them. I told them that not a man amongst them had a greater love for his country than I had. Then the officer came up and put a bayonet at me; but the people told him not to molest "Father Gubbins." Then he asked me had I come to vindicate agents who violated natural law, by not allowing a widow tenant to have her daughter married without their consent? and I say that men who did so brought their country into disrepute, and that unless such tyrannical acts of agents are put a stop to, there may be a revolution. Now I am coming to another point. I was apprehensive that in the event of Wm. Power being ejected, and the land taken by another person, the man who took it would be shot. For that reason I went to the father-in-law of Wm. Power, who lived in the neighbourhood, and said to him, "Won't you take your son-in-law's property?" He said he had not so much as would pay his son-in-law's debts, which amounted to £600 or £700. I said, "Barry, will you do it if I get the money?" I went to the agent, Mr. Saunders, at Charleville, and said, "Barry will take his son-in-law's farm, and I will become his surety, on the condition that, in the event of his not being able

to pay the £700 for which he is liable, and of my advancing the money myself, you will give me the right of selling the farm again." He said, "I must communicate with the Misses Cooper in England;" and I have his letter here in which he gives me the right. But here is the injustice which he has done to me, after having given me the right. After giving me the right, he goes and forces this James Barry to take a lease for one year; and by his doing so, in the event of his not being able to pay me the £700, the land is rendered not worth half what it was before. This is the crying injustice which is exciting the people and making them join the Tenant League. Then in my own case, after having spent £2000 in erecting the house, and getting a promise from Major Cooper stating that I could get a lease for ever at a rent which I thought fair, namely, £2, 10s. an acre, Mr. Saunders only gives me a lease for three years, and tries to force me to pay a rent of over £50 a year, whereas my half-year's rent is only £23, 12s. 6d.

23517. Baron DOWSE.—You think the remedy for all this would be fixity of tenure, free sale, and fair rents, to be fixed by a competent and honest valuator?—Yes. I talked to Mr. George Massey Dawson, who asked me to communicate with the Commissioners, saying that he wished to be examined; but I did not think it was my place to do so. He has a rent-roll of £8000 a year.

23518. You said you had spoken to others?—Yes. He (Mr. G. M. Dawson) said that he was for fixity of tenure, fair rents, and free sale, saying that these would be as much for his own benefit as for that of his tenants.

23519. Have you anything else to state?—A young man who has been examined before this Commission, and who has become an active Land Leaguer, John Molony, was the person who was the cause of turning two tenants to whom I previously referred, Mrs. Power and T. Scanlan, out by giving their landlord a bribe of £700. The husband died broken-hearted, and the woman is a maniac. The other day I gave a tenant who owed me two and a half years' rent an abatement of 25 per cent. for the last two years, and permission to sell out. I also offered him a lease for ever.

23520. Was Molony the person who got the land of Mrs. Power and the Scanlans?—Decidedly; he is in possession of it. And yet that man joins the Land League and pretends to be a great agitator, whereas he has done a cruel injustice.

23520A. Was the rent raised on him?—No. Molony asked to pay £3 per acre, but as the other tenants only pay £2, 10s., he continues to pay £2, 10s. also. I could give you many more cases, but I think these are more than sufficient. I say, settle the land question, and I believe in my soul you will have as loyal a people in this country as you have in any part of the British Empire.

The witness retired.

Mr. WILLIAM MADDEN, examined.

William
Madden.

23521. Mr. SHAW.—Where do you live?—At Hospital, in the county of Limerick.

23521A. Who is your landlord?—The Earl of Kenmare.

23522. How many acres of land do you hold?—I hold 49. I took a lease of it in 1878. Mr. Hussey compelled me to take it at £3 an acre.

23523. Was there a lease up to that time?—There was, for an old life, eighty-four years of age, at 27s. 6d. an acre. The life in that old lease terminated in 1877.

23524. And then Mr. Hussey asked you to take a new lease?—He did, and pressed upon me that if I did not give £3 an acre, another man had offered him that rent, and he would give him the land.

23525. Did you take the lease?—I did.

23526. What was the rent?—I paid £1000 for it

six years before, expecting that the then rent would be the average rent of the property.

23527. What was the old rent?—27s. 6d. an acre for 84 years of 49 acres.

23528. How much was that altogether?—£67, 15s.

23529. And the new rent is?—£150. There is an acre and a half of the road; and there are some groves of trees and other waste.

23530. Which have been measured?—Measured on me.

23531. You thought, when you bought it, that the rent would not be raised so much?—Not more than the average rent of the property, which was from £2 to £2, 5s. or two guineas, over 3500 acres.

23532. Have not the rents been raised over the property generally?—Yes, but he did not demand them. He put 6s. or 8s. an acre on the tenants, and

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they complied; but the times got bad, and a year afterwards he did not demand that rent. He is giving them receipts now on another form, that is, he is—

23533. Helping them on?—It was only 4s. in some cases.

23534. He is not asking them to pay the increased rent?—No, they are not paying it. They are not inclined now to pay it at all.

23535. Do you consider the new rent high?—I do; only for another farm that I have, I and my family would be in the workhouse.

23536. You could not live on it?—No.

22537. Is your residence on that farm?—It is. I have another farm in the parish, within an English mile of it. I came to live on this place when I got it. I bought it with the consent of the landlord, during the agency of Michael Robert Ryan. I bought the goodwill and interest, with the improvements and planting, and have got the assignment at home. In 1876 or 1877, Mr. Ryan was deprived of the agency, and Mr. Hussey came in, having got the appointment under the Earl of Kenmare. Shortly afterwards the old life dropped, namely Miss O'Grady, who lived in Dublin, and was eighty-six years of age at the time of her death. The lease had run to about eighty-four years. There were 100 acres at £50 a year.

23538. Was yours better land?—Mine is higher and drier; but there is a river which my cattle have to come round to unless they drink stagnant bog water.

23539. Is yours grass land?—It is all grass land—upland. It is too high and dry. I would take the other property sooner.

23540. Did you object to the rent?—I did.

23541. Was it of no use?—He said, "If you don't take it, the other man has offered me £3 an acre, and I must give it to him."

23542. Did he know that you had paid the £1000?—He knew it; he said he could not help it. I have built a dairy and cowhouse within the last two years.

23543. Since you got the new lease?—Yes, indeed; and I have not been allowed a penny for it. It was badly wanted. I built the cowhouse for twenty-four cows. When I consented to his offer, what I thought was that if I did not comply with his demand and paid the £3 an acre, he would come back on me after I had settled with them.

23544. He has done nothing for you?—Nothing.

23545. And he has taken the rent?—I tell you what

—he has done worse. This time twelve months I objected to pay the £3 an acre. I said, "Mr. Hussey, I am not able to pay it." "I cannot help you," he said; "if you don't pay it, give me up my land." I said I had settled with the others, and that if he did not reduce the rent for me and put me on an average with the whole tenantry of the estate, I would not pay it, and he might do what he liked with me. I did not pay the rent, but carried home the money in my pocket. In about a month afterwards I had a writ from Dublin for the rent. I went up to Killarney, and had to pay the £3 an acre rent, but he put me to 30s. costs; and it cost me 15s. up there and down. That was very hard—I call it cruelty.

23546. Do you think that if a valuator were sent on the land, he would put a lower rent upon it than that which you are paying?—I know well that if he were to value the land at each side of my ditch he would. This time twelve months, when I saw Mr. Hussey about my rent, I offered to wager him £20 that there was as good land as mine at each side of my ditch set at £2 and £2, 5s. an acre. He said he would not wager with me—that he had got no money to wager; and in about four weeks afterwards I had the writ from Dublin, and was obliged to go to Killarney and pay.

23547. Did they give any reduction in the bad times?—No, not since Mr. Galway was the agent.

23548. Last year did they give any abatement?—No; but he left them at the old rent, not charging the new.

23549. He never gave you any abatement?—No.

23550. Baron DOWSE.—He puts the new rent in the receipt, but does not charge it?—No; but he is only waiting until the times get up. In some cases it comes to 3s., 4s., and 6s. an acre all round the property.

23551. Is there anything else you would like to say?—That is the principal case, and it is a very bad one.

23552. He will do so, may be?—I don't know, unless the Government do something.

23553. Mr. SHAW.—The Government valuator might raise your neighbours' rents without abating yours?—I only want justice. I don't want to injure any man, but I don't want to be treated worse than others.

23554. Is it a dairy you keep on the farm you have been speaking about?—A dairy on both farms. I milk twenty-five or twenty-six cows, and we draw the milk from the other farm up to this.

Sadlier Stoney

SADLIER STONEY, Esq., examined.

23555. Baron DOWSE.—You live at Ballycapple House, county of Tipperary?—Yes.

23556. You are an owner and occupier of land?—I own 1000 acres, of which I have let 700, and I have 300 in my own occupation.

23557. Is the right of the tenant to dispose of his interest in his holding allowed on your estate?—No, not without my leave.

23558. Do you give permission?—I do almost invariably.

22559. Without any restriction?—I would not give permission if the proposed purchaser were a person of bad character.

23560. But with the exception of a control over the personal character of the tenant, you make no objection?—I make no objection.

23561. You have given very considerable attention to the land question?—I have, very considerable.

23562. What particular points would you like to bring before us?—Well, I would like to bring some points before you in order to settle this unhappy division between landlord and tenant.

23563. You think the chief difficulty is as to the question of rent?—I do. I am positive of it, because

I have all my land let at a low valuation, and I have no difficulty whatever in getting the rent. I purchased a town land thirty years ago; it was then let at a rack-rent, and the people were very much inclined to outrage. I purchased it in 1852, and at that time the selling price of land was very low. The rental then was £297 a year. I went down to the tenants and spoke to them about it, saying all I wanted was to get a fair interest for my money, and that I would give the benefit of my bargain, which I did by letting them the land at half the rent they were previously subject to. They seemed to think this was rather a suspicious offer, and asked me would I raise the rent afterwards on them. I said no I would not, but would give them leases for three lives, putting my own life in as one of them, for it was a very lawless part of the country, and I thought it a wise precaution to put my own life into the lease.

23564. They would have only two lives if anything happened to you?—Only two.

23565. What was the result?—The result was that they agreed to that, and I have had the greatest possible pleasure with them ever since. I reduced the rent from £297 to £153. Last season, in 1879,

when every one was looking for a reduction, these men came to me, and said, "Sir, although our crops have been carried away by the Shannon floods, and our pasture lands have been flooded, so that we are actually paying rent on 70 acres of water, still we will require no reduction whatever; you stood to us in worse times, and we won't see you short." The poor law valuation of the town land is £157, 10s., and my rent is £153, and it is paid very regularly.

23566. Do you think that in cases where the rents are not satisfactorily arranged between landlord and tenant, there should be some interference by arbitration or otherwise?—No. Arbitration is a very delicate subject. In fact I should not like to be in the position of an arbitrator; for an arbitrator that would not be lenient to a bad tenant might get himself shot.

23567. Supposing he were a Government official sent down from Dublin, and a man who understood his business?—Well, I would rather have the rent regulated in some way in relation to the poor law valuation, which is well known and well understood by the people.

23568. Do you think the present tenement valuation could be taken as a standard?—I do.

23569. Do you think it uniform?—I think that, with some few exceptions, it would be better than any valuation that you could get. In fact it is ascertained, and if you were to get a new valuation it would only raise a great deal of disturbance amongst the people. There would be appeals from it, and continual quarrels and fighting. On the other hand, you have a settled thing which the people are nearly satisfied with; or I daresay they would be satisfied with a fourth over the valuation. Generally speaking that would be a fair rent.

23570. Is it your experience that the present tenement valuation is really uniform on holdings—that they are really valued relatively at the same rate?—Well, no, they are not.

23571. Then any definite proportion of one-fourth or one-third, or anything else, over it would not be equal?—It would be more equal than any valuation that you could make now. You cannot get all Ireland valued by any one man. You would have different people to make the valuation, and different people would have different ideas as to the value of land. But where the thing is settled it would have more of the confidence of the people of the country, because it would give a safe and certain basis to start from.

23572. You then take a basis which you admit is not uniform?—I do. I say it is generally uniform, but in some particular instances it is not; and I would say that in those instances, and where the parties did not agree, there should be a right of appeal to have a re-settlement of it before some Court of arbitration, the Chairman of Quarter Sessions, or some such person.

23573. With regard to improvements: have you made many improvements on your property?—I did. I gave them slate and timber whenever they built slate houses.

23574. Have you done anything in the way of drainage, road-making, or fencing?—No, I have not.

23575. Have the tenants been improving within your own estate?—No; as a general rule the tenantry don't care much for improving.

23576. Don't they reclaim cut-away bog attached to their holdings, and make such drains as are required?—No, they don't.

23577. With regard to the purchase by tenants of their holdings, have you had any experience on that subject?—Oh yes, I have. I think the purchase of their holdings by tenants would be one of the best possible things that could be adopted. The Bright clauses of the Act of 1870 do not extend to the parties who require them. A tenant who is able to pay one-third of the purchase-money of the fee-simple of his farm is a very good tenant. He has capital to work his farm, and is able and willing to

pay his rent; in fact to such persons the Bright clauses have been more an injury than a benefit, because in their endeavours to purchase they infringed upon the capital which ought to have been used for the stocking and working of their farms. I think that poor tenants should be given the same privileges that are given to landlords. I bought all the tithe-rent charge of my property under the Church Commissioners, the Government advancing the money without any expense to me, and the annual instalments, to expire in fifty-two years, are less than the annual amount of tithe-rent paid before. Then it is collected yearly instead of half-yearly. If a land debenture stock were created by the Government, and assigned to any landlords who might be willing to sell their properties, the tenants might be enabled to purchase their holdings in that way, and it would be a great boon to them.

23578. Would you compel the landlords to sell their estates at the same rate that the tithe-rent charge was sold to the buyers under the Church Act?—I would not compel them at all.

23579. It would be only in case they agreed to sell?—In case they agreed; and no doubt they would, for it would be greatly for the advantage of the landlord as well as of the tenant, and no loss whatever to the Government, to carry out such an arrangement. I would appoint a regular price. Where the landlord was willing to take twenty years' purchase of a fourth over the Government valuation, which would generally be a fair rent, he might apply by memorial to the Board of Works, stating the property and the valuation. I would not allow the landlord who rack-rented his tenants to get a higher price for his land on that account. He should apply to Land Commissioners, just as you apply now for loans under the Land Improvement Act. They should advertise the property in the papers, and after it had been advertised three times they should grant a merging order; and then instalments should be paid by the tenant taking the land, to the Government, at either 5 per cent. ending in thirty-five years, or $4\frac{1}{2}$ in fifty-two years.

23580. If I understand you rightly, under the Church Act the rate at which the tithe-rent was sold was twenty-two years' purchase?—Twenty-two and a half years' purchase.

23581. This could only apply to the landlords who should be willing to sell at the same rate?—Well, I think you might allow the landlords twenty-five years' purchase on the Poor Law valuation, which would generally be twenty years' purchase at a fair rent.

23582. That could not be paid in less than fifty-two years without increasing the annual rate of payment?—No. It could be paid in the time the Land League say—in thirty-five years at 5 per cent.

23583. Then the tenant would have to pay annually a greater sum than he at present pays in rent?—No; in fact in many instances the tenant would have to pay less. Suppose the case of a farm valued at £40 a year. Such a farm is often let at £60 a year. If the landlord were to sell it at twenty-five years' purchase of the valuation, the purchase-money would be £1000. That would be paid by instalments of 5 per cent. at the end of thirty-five years. It would give fixity of tenure.

23584. But in some instances the landlord would have to sell his land for something less than twenty years' purchase of his rental?—He would.

23585. Then you could not benefit the tenant without expropriating to a certain extent the landlord?—I would not expropriate the landlord. I would expropriate him to the extent of the amount he charged over and above the value of his land, but not in respect of the actual value of his land.

23586. Without going into this scheme, I would ask you with respect to the present Bright clauses of the Land Act, have you known any difficulties to arise in the working out of them?—I have. I applied to the Board of Works myself and found several diffi-

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culties. First you are obliged to go into the Landed Estates Court and deposit a certain sum for costs. Under the 32d section, you must pay the costs; and the tenant must be able to advance a third of the purchase-money. Then if he buys he is bound down not to sub-let or assign his interest to any person. I think all these conditions ought to be wiped away.

23587. Do you think that sub-letting ought to be permitted?—I think that when a tenant purchases land subject to instalments, he might be allowed to sell it if he likes, subject to those same instalments. He should be put in the same position as the landlord who owns his land, and can sub-let or assign as he pleases.

23588. Have there been any cases of purchases of their holdings by tenants in your neighbourhood?—There have been on Mr. Rowley's estate.

23589. Did many tenants purchase there?—Some of them purchased—about two-thirds of them.

23590. How have they been going on since?—Well, they have been going on very well.

23591. Did you remark any difference between their condition and that of other tenants?—Well, no. It crippled them at the time, but they have recovered it now. That is what they say—that it crippled them, the payment of one-third of the purchase-money taking so much out of their capital that they suffered from it. In fact they could better afford to pay the whole rent before, than they could to pay two-thirds of it after spending their ready money.

23592. In spite of that they are recovering?—In spite of that they are recovering. They are happy and contented.

23593. What is your opinion with regard to the law of distress?—Oh, that it ought to be abolished. Both ejectment for non-payment of rent and distress should be entirely abolished.

23594. You would leave the landlord only the power of recovering his rent like any other creditor?—By sale of the tenant's interest. I would give the County Courts the power of granting a sale of the tenant's interest for the recovery of rent.

23595. He can do that at the present time by getting judgment in the Superior Courts on which a *fi. fa.* can be issued?—He can.

23596. But you would put him in the same position as any other creditor?—I would put him in the same position as any other creditor. I certainly would take away the anomaly to which I refer. His interest can be sold now in the Civil Bill Court. There can be a decree which can be given to the Sheriff to execute.

23596A. Not for chattels real. He has to apply in the Superior Courts, at the cost of two guineas, for a *certiorari* to bring up the decree; and then he issues his *fi. fa.*

WITNESS.—After the purchaser is declared, he now has to bring an ejectment to recover possession. That is a great shame. I say it should not be the case, but the County Court should, in all cases of under £100 a year, have the same power as the Landed Estates Court.

23597. What you would do is to authorize the Civil Bill Court, in the case of a decree against a tenant, to issue its warrant or whatever you would call it, and the Sheriff to sell, and then the purchaser to be put in possession by an order of the Civil Bill Court, like an injunction of the Court of Chancery?—No, but by the Sheriff. The Civil Bill Court sits every quarter, and the applying to the Court would cause delay. I would have it that so soon as the Sheriff sold he should carry out his conveyance by putting the man into possession. In fact I think that in ejectment cases, Sheriffs and Sub-sheriffs, and bailiffs and process-servers, ought to be abolished.

23598. That is your third recommendation, that all processes and decrees of the Superior Courts should be served and executed by —?—By the constabulary. Where there is a decree for possession,

if one proceed under the Petty Sessions Court Act to put out a tenant within its jurisdiction, the summons is served by the police and executed by the police. In other cases, where a man gets a decree of a Court declaring his right, it is an anomalous thing that that man shall have to execute that decree at his own peril if the executive government won't do it.

Baron DOWSE.—Certainly, at his own peril. It is a very good name for it.

WITNESS.—A very good name. Process-servers are continually beaten, and landlords are shot, and all that.

23599. Have you any remark to make about demesne lands?—I have. There should be a distinction between demesne lands and lands that are generally occupied by working men, and those held for generations by tenants from year to year. Demesne lands cannot go according to the Government valuation, as the value is continually changing. A nice house may be built on land of that description, and it may be in nice order in one year and dilapidated in another; and these are lands which may be let at fancy prices. They are not let to people who require any legislation for the purpose of protecting their interests.

23600. Then you approve of their exemption from the Land Act?—I approve of their exemption.

23601. Would you exempt any other description of holding?—I would exempt all tenements of under £4 a year valuation.

23602. Why?—Because a tenement of under £4 a year valuation is not sufficient for the support of a man and his family. Any man who takes a small tenement like that must look for extra means of subsistence, and consequently must be a workman. The results that have followed from workmen getting into occupation of those places have been the cause of preventing others from being let in. If I give a workman an acre of ground to keep himself and his family in potatoes, that man considers himself a tenant. If he is offered a penny a day more by another person, he may stay out and neglect my work; and if I want to evict him, I am put to a great deal of trouble before the Court of Quarter Sessions, and there is the question of compensation besides.

23603. And you think that prevents the establishment of men in the position of labourers with a small amount of land?—It does. In fact it is the greatest injury to the labourers themselves, for they cannot now get a place. The idea of a law compelling landlords to build houses for the benefit of labourers is all nonsense; for no man will build a house for a labourer, or let him on his land, when that labourer has it in his power to snap his fingers at his employer, and say to him, "I will work as I like; if you don't like that, turn me off and pay me compensation." I have known it in my own case. My father let 3½ acres to labourers. They had them at £4 a year, and were bound to work for a certain time for him, but not one of them did so afterwards; or if they did, they idled their time, and then, if threatened with eviction, they said, "Pay us compensation."

23603A. You know there is this provision in the Land Act, that if he holds it by virtue of his being a hired labourer, he does not come under the Land Act at all?—That provision always causes a dispute; whereas if all tenements under £4 a year valuation were exempted, there could be no dispute as to whether tenant held as farmer on his own account or as workman. That was the very dispute in a recent case, in which it was established that the man was a hired labourer. The general way in former years was to let a house and an acre of land at a certain rent, which the labourer was to pay; and that rent would be charged against him, and he would also get credit for his hire. Others would be only occasional labourers, accustomed to pay the rent partly in labour; but in these cases it is generally held that the man is a tenant, and entitled to compensation.

23604. The O'CONOR DON.—It is open to question, no doubt. The best way would be to have it that all persons under a valuation of £4 could be put out by the Petty Sessions Court.

23605. Baron DOWSE.—That would embrace the case of the labourer?—It would embrace the case of the labourer. It would not extend to any person who was a farmer and lived on his farm.

23606. Would that extend to a large number of persons who are occupiers, and who are protected by the Land Act?—It would. It was the greatest injury that they should be protected by the Land Act. The landlords are getting them out—weeding them out. No person since the Land Act, as far as I know—and I know a great many cases—has ever been let in as the occupant of a small piece of ground.

23607. Do you know many instances of eviction since the Land Act?—Well, I do. I don't think the Land Act stopped eviction in the least.

23608. Has it stopped the increase of rents?—I don't think it has. Before now, if a man had a favourite servant or coachman whom he wished to pension off, he could give him at a nominal rent a house and a piece of ground to live on. He cannot do that now, because the lower the rent the greater will be his loss if he disturbs such a tenant. If that man dies, and his widow marries some man of bad character, and the landlord tries to get him out of the place, he cannot do so without paying him compensation.

23609. Have you had many evictions or ejectments yourself?—No.

23610. None within the last year?—None within the last year. I had one case of ejectment which was considered very harsh at the time, but I don't consider that it was so. It was the case of a farm which my father had always held in his own possession, but he let it, just a month before he died, for twenty-one years. At the end of the twenty-one years I put the tenant out. I would have left him in for a certain time, only for the Land Act, because his lease having been made previous to the Land Act, he was not entitled to compensation for disturbance at the termination of his lease. I was not in a position to take up the land at the time, and I was strongly anxious to leave him in as tenant from year to year until I should be able to take it up; but I could not do so, because if I had left him in I would have been obliged to pay him compensation for disturbance.

23611. And he could not contract himself out of the Act, because he was valued at under £50 a year?—Yes. Everywhere that they can contract themselves out of the Act, they do so.

23612. Are you aware that one of the direct objects of the Act was to protect persons of that kind—small holders?—Small holders.

23613. And it has done so?—Well, Baron, it has done so in this way. Suppose an Act were passed

that where a man lent money under £50, if he were called on to pay up suddenly, he should be entitled to require his creditor to allow him five years interest as compensation for disturbing him in the enjoyment of the money, that might be a protection to debtors, no doubt, but it would prevent any man from lending his money again.

23614. The O'CONOR DON.—Have you had much alteration of rents on your estate since the passing of the Land Act?—No, because I had let all my lands on lease.

23615. Leases are the rule on your estate?—Before the passing of the Act, I thought it was a great deal better to give them leases, and, as I told you before, I gave them leases for my own life.

23616. I thought that was only on one property?—Well, I have given leases to almost every one who would take them. I thought that was by far the most satisfactory course; and notwithstanding these bad times, I had a man coming after me last Saturday to pay me his May rent.

23617. You came back to him rapidly, of course?—I did, and I did not expect it. I must tell you that I remember, before 1851, distress was the usual remedy for the recovery of rent, and there was a great deal of disturbance and outrage in consequence of it. All that was put a stop to by the Act of 1851.

23618. The 14th and 15th Victoria?—Yes; that Act gave power to bring ejectments for non-payment of rent against tenants from year to year where a year's rent was due. Then the landlords left it until a full year's rent would be due, and the tenants got into the practice of not paying one gale until the other gale would be just due. It gave them six months' time.

23619. That is the origin of the hanging gale?—That is the origin of the hanging gale. It was in order that the landlord could put out the tenant whenever he pleased, because there was always a year's rent due. He had more power. But if a Compensation for Disturbance Bill had passed, we would have had Ireland all in a ferment.

23619A. Baron DOWSE.—I think we had better not mind that. It did not pass.

WITNESS.—It did not; but we would have had distress again if it did. Don't ever give the landlords the right of distress. It brings two classes of Her Majesty's subjects into collision who are antagonistic to one another, and it will be only productive of outrage, in the same way as the existence of process-servers and bailiffs does. Let there be the same rule for the tenant as for the landlord. If the landlord owes money, there is a proceeding to sell his property in the Landed Estates Court. If the tenant owes rent, let him be sold out in the same way by the County Court.

The witness then retired.

Mr. DANIEL CONNELL, examined.

Daniel Connell.

23620. Mr. SHAW.—You live in the county of Clare?—I do.

23621. How much land do you hold?—Thirty-five acres.

23622. Who is your landlord?—Mr. Arthur.

23623. You bought the goodwill of your holding?—I did.

23624. When?—In February three years.

23625. How much did you give for it?—£550.

23626. Was there any lease of it?—No lease.

23627. Did your landlord know you were buying it?—He did.

23628. What was the rent then?—It was £61 odd. I believe £30, 18s. 6d. was my half-year's rent.

23629. Has it been raised since?—It has. There are the two receipts. [Hands them in.]

23630. When was the rent raised?—After the first half-year's gale that I paid.

23631. Baron DOWSE.—How much was the increase?—From £61, 17s. to £70.

23632. Mr. SHAW.—Did you get a lease?—No; he offered me a lease, but I would not take it.

23633. Who is the agent?—Mr. Robert O'Brien. Mr. Arthur is the landlord. I built a new house, which cost me £160.

23634. CHAIRMAN.—How do you make up this?—[Hands document.] He allowed me £20 for the house.

23635. Baron DOWSE.—What did you buy for the £550?—I bought 35 acres of land.

23636. How is it held?—From year to year.

23637. How soon was the rent raised?—In the same year that I took it, from £61 odd to £70.

23638. Mr. SHAW.—He allowed you £20 for the house?—That was all.

23639. Baron DOWSE.—How long ago was that?—Last year.

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23640. Mr. SHAW.—Did you sign an agreement then?—I did.

23641. What if you were put out?—He was to give me £20, and no more.

23642. The O'CONOR DON.—How much an acre are you paying?—£2 an acre.

23643. Mr. SHAW.—If you are put out, you can only get three years' rent?—That is so.

Baron DOWSE.—Except the clause providing that if you pay a certain sum for the farm with the knowledge of the landlord, you may recover that, unless he is willing to allow you to sell.

23644. Mr. SHAW.—Is it good land?—Some of it is good. More of it is not worth 2s. 6d. an acre.

23645. Is it dear all round?—I know right well it is.

23646. What made you give £550 for the interest in it?—I did so when the times were good. It is near the town and liberties here. There is some of it which a cow did not lay her mouth in for the last three years.

23647. Owing to the wet?—Yes.

23648. It wants to be drained?—It does. He said it would be.

23649. How much of it wants to be drained?—About half of it, or more.

23650. Would that improve it very much?—Of course it would.

23651. If it were drained, would you be satisfied?—I would not be satisfied.

23652. Baron DOWSE.—You would be partly, but not wholly?—I would, sir.

23653. Mr. SHAW.—You would like to get it at the same rent at which it was held before?—I would, and less. I would like to get it at the valuation.

23654. How much is that?—£43, 5s.

23655. Baron DOWSE.—Are they Irish acres?—I could not tell you. I think they are.

23656. Mr. SHAW.—Is there anything else that you would like to say about it?—Well, there is not.

23657. Baron DOWSE.—Have you got a lease?—No. He offered me a lease, but I would not take it. I could not be worse than I am.

23658. He could not evict you if he had given you a lease?—I know b——y well he won't evict me. I wish I was transported.

23659. The CHAIRMAN.—You don't think any one else would go into it?—Indeed I don't think any one else would.

23659A. Mr. SHAW.—You were not a wise man?

WITNESS.—I was not.

23660. Baron DOWSE.—If the climate had remained good, and the sunshine and the rain come at the proper time, you would have done very well?

WITNESS.—I would, fair enough.

23661. Mr. SHAW.—This is a good year, you know?—It is, fair enough. It is not too bad. It is not very good either. People have nothing to boast of at all, as long as you have to give 7d. or 8d. a stone for corn.

23662. Potatoes were good?—Well, they were, sir.

23663. The O'CONOR DON.—I suppose you had a good deal of corn more than usual?—About five acres and a half. On three of them there was not 100 stone each.

23664. Baron DOWSE.—If you had plenty of corn, and your neighbours had none, you could sell it at higher prices?—I could.

23665. The O'CONOR DON.—Did you pay your rent last year?—I did. I paid my rent last May.

23666. Mr. SHAW.—You would like to get it at the valuation?—I would. That is all that it is worth. Any man who walked the land, would see the way I have been treated.

23667. Are there other tenants?—There are.

23668. Do they all pay a high rent?—None of them pay as high a rent as I do. I hope there will be something done for me.

[The inquiry was then adjourned until the following morning at eleven o'clock.]

THIRTIETH DAY—LIMERICK, THURSDAY, 28TH OCTOBER, 1880.

The Commissioners resumed their inquiry at Cruice's Hotel at eleven o'clock. There were present—The Earl of BESSBOROUGH (Chairman); Baron DOWSE; The O'CONOR DON; and Mr. SHAW, M.P. Sir GEORGE YOUNG, Secretary, and Mr. ROBERT DONNELL, Assistant Secretary, with Mr. J. P. KENNEDY, were in attendance.

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Richard
Stackpoole.

RICHARD STACKPOOLE, Esq., of Elm Vale, Ennis, examined.

23669. The CHAIRMAN.—You are a land agent and tenant-farmer?—Yes; and a proprietor.

23670. What is the extent of your agency?—I am at present agent over nearly 22,000 acres.

23671. In what counties?—In Clare and Carlow.

23672. Do sales by outgoing tenants exist as a general rule on those properties?—They do not. There is no such thing.

23673. They are not allowed at all?—Not allowed at all.

23674. Have you known instances of them?—I have known instances of them.

23675. Are leases given at present?—Yes, leases are given whenever the tenants ask for them.

23676. Are they inclined to ask for them?—I think not. There has been less disposition to do so of late.

23677. What is the rule with respect to the sale of leases?—There is a clause forbidding such sales.

23678. Unless by permission?—Unless with permission.

23679. Have you found that the facilities given to tenants for raising money on their holdings since the Land Act have led to any difficulties with tenants?—Since the Land Act I don't know of any case but

one in which the tenant borrowed money under that Act.

23680. I mean with respect to getting loans?—I consider that it gave them great facilities for borrowing money. The banks gave more credit than they otherwise would have done, and also the shopkeepers.

23681. Was that an advantage or a disadvantage?—I think it was greatly for the disadvantage of the tenants. In my opinion many of them got hopelessly into debt through the facility for backing bills, the general practice being that one man accommodated another.

23682. That answered well enough with the good times?—Well, when the times were good they used to pay the rent by borrowing from one bank and paying to another, and then getting fresh credit.

23683. The difficulty of that system would arise from its dependence on climate and the crops?—Yes, I should fancy so. We have four banks in Ennis, which give them great facilities for borrowing—they go from one of them to another.

23684. I suppose to some extent that is a great advantage to the tenants?—No doubt it enables them at times to meet their difficulties.

23685. You seem to think it is going beyond a reasonable amount?—I think so. They very largely avail themselves of those facilities. Many men that I know have dipped themselves in doing so, by being obliged to pay for others who failed to meet their engagements.

23686. What is your opinion with respect to the rents in the district you represent—are they fair and reasonable rents?—I consider the rents are reasonable. On one property which I manage, and over which I lately became agent, the rents are high. The farms are held under leases made at a time of great competition for land, and some of the rents are high. In one case yesterday I had to promise to reduce the rent payable under a lease.

23687. In a case where it is represented to you as being an unfair rent for the tenant to pay, do you look into the circumstances?—I should walk the lands myself, in order to see whether there should be a reduction or not. In the case to which I have just referred, I recommended the proprietor to give an abatement, considering the rent wholly unreasonable.

23688. What do you think of the Government valuation?—Well, in my opinion the Government valuation is extremely uneven. In some cases it is enough, while in other cases four times the Government valuation would not be enough. I can give you an instance of land being let at a very high rent, where there is no valuation of it at all. It was reclaimed from the edges of bogs near the sea-coast. There is no difficulty in getting it let for 30s. an acre; while from con-acre tenants they get £6 an acre for it. In the case of the farm where I gave the reduction yesterday the valuation is £20 and the rent was £30. I think that at the time of making the valuation circumstances which would increase the value of land, such as facility of communication with towns, were not taken into consideration, and that the valuation was made with regard to the corn-producing qualities of the soil. There are large tracts of land in the county of Clare which are extremely valuable for grazing purposes; they are the very best places that cattle could be turned into for winterage.

23689. You mean rocky lands?—Rocky limestone lands. There is very good pasturage in the open spaces between the stones. The valuation of that description of land in many cases in the county of Clare is very light. I hold a farm the valuation of which is £50, while I pay £90 for it, and it is well worth that rent.

23690. Then I suppose you would not take the Government valuation as a criterion of the value of land?—I would not. In cases where I was letting my property anew, I got a practical tenant-farmer to say what the rent should be, coupled with my own judgment in the matter; and I offered to let the tenants who were dissatisfied with the valuation appoint a man.

23691. Then you are always willing to let the tenant who is dissatisfied have an arbitration?—I think so. In case of a new letting I think it is fair.

23692. Have the landlords whom you represent done much in the way of improvement on their properties?—Considerable improvements.

23693. Could you give me the names of some of your landlords?—That is, they borrowed money largely. Mr. Thomas George Stackpoole Mahon of Corbally, in the county of Clare, built a large farm and offices for a tenant, having borrowed money—£2000—from the Board of Works.

23694. Has that been often done by landlords?—There are several landlords in Clare who did that very extensively. Lord Leconfield built farm offices for all his tenants, and drains the land for them whenever they require it. Mr. Mahon built those things at the desire of a tenant who subsequently surrendered his farm.

23695. In doing so I suppose he has some interest—an increase of rent to compensate him?—The

tenant agreed to pay an annual charge, pending his tenancy, to the Board of Works.

23696. The entire charge?—Not the entire—no.

23697. The interest of the money?—The interest of the money expended on the farm offices. Mr. Mahon built the house at his own expense, and pays the charge on the dwelling-house.

23698. What is the amount?—I think £2000 was borrowed.

23699. Is it a large farm?—It is—nearly 300 Irish acres of very good land.

23700. Has much money been laid out in drainage, farm roads, and other improvements of that kind by landlords?—Through the country generally?

23701. Well, I meant on the estates that you are connected with?—No. On two or three of the properties that I represent, arterial drainage is carried on, and the landlords pay the interest of the outlay.

23702. Could you say the amount that has been laid out by the different landlords whom you represent, on their properties within the last twenty years?—Mr. Mahon borrowed, as I told you, £2000. I myself last year borrowed £1000, and have laid out £400 of it; but I can't get labourers. On the land that is in my own occupation I laid out £500 before in drainage.

23703. Could you put in a statement of the entire outlay on the properties you represent, during the last twenty years?—I can do that.

23704. With respect to improvements by tenants, has that been going on well?—No; I am sorry to say I know of very few instances of tenants having made any permanent improvements. I have one tenant whom I assisted to borrow money under the Board of Works, as the length of his lease was not sufficient. It is close to my own place in Clare.

23705. When you say that they do not make permanent improvements, do you mean that they do not do thorough drainage?—Thorough drainage, or permanent fences, or farm buildings, or anything of the kind.

23706. Then is it only open drains for taking away surface water?—They make very imperfect drains. I consider that unless drains are properly constructed first, and then stoned or tiled, they are not permanent. Open drains are not permanent improvements; the cattle will tread them in in one year.

23707. Do you think that since the Land Act there has been a difference either with landlord or tenant as to the amount they expend in improvements?—I think in general through the country there has been a very considerable improvement effected in various places since the Land Act.

23708. You think they have not been deteriorated in that respect since the Land Act?—On the contrary, I think they got the greatest encouragement to improve their lands under the Land Act.

23709. Does that apply to tenants only, or to both landlords and tenants?—To both. I think both landlords and tenants have been encouraged.

23710. We have been told that the landlords have been discouraged, from an idea that they would not be able to show that the improvements were their own?—That is not my experience of it. In the cases where I make allowances to tenants for improvements, or contribute towards their slating houses, or making permanent improvements of that kind, I always note down in my rent-book that so and so has been done, and that such and such allowances have been made for such and such purposes. I have been frequently giving tenants slate and timber for roofing houses, and allowing them something if they made permanent drains on their lands.

23711. Is there anything that you would suggest in the shape of an amendment of the existing law relating to landlord and tenant?—One might say a great deal on that, but I would not be inclined to

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Richard
Stackpoole.

suggest very much. I think we were getting on very well until this recent agitation began. I had not a single difference with a single tenant on my property. I had a great deal of trouble about one particular case which took place near Ennistymon, where a man unreasonably refused to settle on the expiration of an old lease. It happened last July. The man was named Walsh. He was evicted, but has since been reinstated by a mob. The authorities at the Castle promised to prosecute them, but there has been some delay about it. The parties have been identified who put him back into possession, but he is in possession still.

23712. At the end of the lease?—It was a lease under which three tenants held in partnership since 1814 at a very small rent. They had a quantity of land in with it which was not included in the lease, and for which they paid no rent. The fields lay open, and the people had been constantly disputing with one another in reference to the trespasses of cattle; and on the termination of the lease I sent Mr. Milward, surveyor, on the lands, desiring him to mark out as equitable a division of the lands as he could between the three tenants; to separate their farms so that they would not cross each other; and to value the land as reasonably as they could hold it and live on it; and I promised to give them leases for thirty-five years. He did so, and made the valuation at about 12s. 6d. the English acre, which was even reduced by me. I offered to give them leases. Two took their portions as yearly tenants; but the other man would accept no terms, because he did not get his own way—because he could not get a particular field. I was attacked by the Land League, and blackguarded as an exterminator. They said I served seven notices to quit, and I don't know what not. I went to the editor of the newspaper, and said I would apply for a criminal information against him if he did not give me the name of his correspondent. He gave me the name of his correspondent, and said the statements made about me were wrong, and that he would correct them in his next paper. I brought him to the office of Mr. Cullinane, my solicitor, and gave him the facts. The matter was brought before the Farmers' Club of Clare, at their next meeting, but they said that the man had no case. Nothing further was done about it, and they would not assist him in any way, until Mr. Parnell's meeting in Ennis, which was held about the 21st of September, I think. The day afterwards a mob of about 100 men assembled—although the police had notice of it—and went on the land. They rebuilt his house, and put the fellow back into the place, and he has been there ever since, defying me, and the Dublin Land League sent him £5.

23713. Is there any question of rent involved in it?—No question of rent.

23714. It is only a question of the division of land?—Only a question of the division of the land. He said he did not get his proper share of the land, and that sort of thing. The three had been partners, and they paid me equal rents.

23715. Mr. SHAW.—Were the others satisfied?—The others continue in possession. At the present moment the dissatisfied man has driven cattle belonging to one of the others off the land assigned to him; and the latter is in terror of his life, begging me to interfere for him and get him back his land. I could only say to him that I would not charge him for his occupation of it, and make him any reasonable compensation.

23716. Baron DOWSE.—Were these men relatives?—They are connected by marriage, but are men of different names. The man who has been reinstated is named Martin Walsh; the others are persons named Kelly. The lease was given to them in 1814 as partners. They say they reclaimed portions of their land; but that consisted in cutting the turf off 17 acres of bog and then setting it in con-acre to under-tenants at £4 an acre. That is what they call reclamation.

23717. The CHAIRMAN.—What was the change of rent?—There was a considerable change of rent, because there was no valuation for the old rent. The land was stated in the old lease to amount to 34 acres, whereas the holding in reality contained 54 Irish acres.

23718. Was that by the addition of the reclaimed bog land?—By the addition of the reclaimed bog land.

23719. Mr. SHAW.—What was the old rent?—£15.

23720. And the new rent?—£45, I think—12s. 6d. the English acre.

23721. The CHAIRMAN.—Have you had in any other case to resort to eviction?—I have had no other eviction. I have cases in which I shall have to evict now, because they are declining to pay any rent at all, or in some cases more than the Government valuation—people who have leases. Of late there has been a general strike made through Clare against paying more than the Government valuation.

23722. Had you any last year or the year before?—None last year; and until these very recent meetings I had no difficulty with any tenant except that one individual—none whatever. Yesterday I was met at Mr. Westropp's place, near Scariff, by tenants all holding under leases, who declined to pay any rent at all unless I gave them an abatement.

23723. Are leaseholders as well as other tenants making those claims?—The leaseholders particularly, I think.

23724. Mr. SHAW.—Was it an abatement owing to the bad times, or a permanent reduction?—No. On the last occasion I gave them an abatement of 15 per cent. This time they required the same abatement, and then they pressed it further by saying that they would pay no rent other than the Government valuation.

23725. Mr. SHAW.—Were they old leases?—They varied in date. Some of them were leases made only two or three years ago; others were made twelve or fourteen years ago. One man was a large tenant, paying £120 a year, and they told him they would shoot him if he did not refuse to pay. He had refused to join the Land League a few days before. The lands are let high, but he is a prosperous farmer, willing to pay his way.

23726. The CHAIRMAN.—You have no wish to change the tenants at all?—No, so long as they pay the rent. If I thought a man's rent too high, I was quite ready to reduce it; I only wanted to do what was fair. I have land in my own occupation that I think I would get as much for as I could; but I would not let land too dear, because I think it is a mistake to do so.

23727. The O'CONOR DON.—Do you apply your statement that the rents are high to all the holdings under your management, or to that of this one man?—This one man. In the case of one estate, Captain Westropp yesterday told me in every case to reduce the rent if I thought it was too high, taking one year with another.

23728. Mr. SHAW.—And you have acted on that?—That is only on that particular estate. On all the other estates I manage, I think the rents are very reasonable.

21729. Has there been any advancing of rents on those estates within the last eight or ten years?—Hardly, except where old leases have terminated or tenancies have changed. My experience is that it does not, as a rule, assist tenants to hold their lands too low. They fall into habits of improvidence and extravagance. In many cases I know that tenants holding their lands at an under value do not work at all.

23730. If they have an idea that their lands are held too high, does it not discourage them?—I don't know. I don't think so. What I find is that my own small tenants on my own property, if they have a bit of land, are above doing anything else except working on that particular land. This year I borrowed £1000 from the Board of Works to make farm roads

and deep water-courses; but they would not come to work for me, because they had a few acres of land. What I said to them was: "I cannot believe that there is any distress. I believe it is disinclination on your part to pay your rent; and if you don't come to work and earn your rent, you shall pay me the rent whether you earn it or not."

23731. What did they object to?—They objected to task work. I said to them: "I will give you a way of earning labourers' wages." One of them fell to work—a man who owed three gales of rent—and he has since earned a year's rent on three weeks' work—4s. 6d. a day for sinking a river course. But others went away. A neighbour intimidated them from going to work, because he was disappointed in the expectation of being made steward to superintend a parcel of men doing nothing.

23732. The CHAIRMAN.—Was this reclamation of cut-away turf bog?—It was a deep water-course which flooded a great many acres of land in the occupation of those tenants; and the men that would have been benefited by it would not work nor let their sons come to work.

23733. Mr. SHAW.—Had they leases?—They had leases most of them.

23734. The CHAIRMAN.—Had the turf which was cut been used by the tenants themselves on their holdings?—In former times they were in the habit of selling the turf. I stopped that, because first I considered that it was very bad for the tenants to have the right of selling the turf. They spent the whole of their time in going backwards and forwards with loads of turf, and then they drank and quarrelled and fought. So I stopped it. My tenants on the part of the property where there is turf get as much turf as they require for their house at £1 a year. Near the sea-coast, where they can get sea-weed

and sand, the land becomes valuable for tillage purposes, and as much turf as they want can be got for £1.

23735. Mr. SHAW.—Do they pay the £1 a year to you or to the tenant who holds the bog?—The tenants that have bog in their holdings reclaim it, and are charged no additional rent for it.

23736. But are they charged for the turf?—They are charged £1 a house to the landlord; that is the rule, because they are cutting away the soil.

23737. The CHAIRMAN.—I suppose where they have cut away the turf and sold it, that has gone a long way in repaying them for any reclamation of the land?—Certainly. I had a case of a land claim made by a tenant who cut away 14 acres, and the only reclamation he did was to set it in con-acre to labourers, who paid him a high rent for it. That was advanced as a claim for compensation, and dismissed by the Barrister. He cut away 14 acres of valuable bog, which at the place was worth £50 an acre for the turf. He then got from £2 to £4 an acre for the reclaimed land; and though he claimed for improvements, when the land came into my hands afterwards I had to drain it from end to end.

23738. What did it set for in con-acre?—At the rate of £6 an acre.

23739. The O'CONOR DON.—You said £4?—That was one case where the place is farther away from the coast. The place I speak of is not far from Kilkee, where there are great facilities for getting sea-weed and sand for manure. Thirty shillings a quarter is the ordinary rate paid by labourers to farmers for con-acre.

23740. Do the farmers manure it for them?—No, they bring the sea-weed and sand themselves.

The witness retired.

Mr. MICHAEL HOGAN, examined.

Michael Hogan.

23741. The CHAIRMAN.—You live at Riverston, Corofin?—Yes.

23742. You are in occupation as tenant of about 500 acres?—Yes.

23743. Do you represent any one?—I am vice-chairman of the Corofin Union, and I represent my brother guardians.

23744. Do you represent them by any resolution?—By a resolution of the board.

23745. What point is there that the board wish you to bring before us?—I have answered the inquiries there. The guardians desired me to state that they feel unable, in the district I represent, to pay the present fixed rents; and they have given me a few items to bring under your notice, from which you can clearly see that. On one estate the valuation is £119, and the rent £271. It was purchased by a man named Austin Moran of Welbrook over twenty years ago for £1300; so that the tenants are charged about 20 per cent. on the purchase-money.

23746. Mr. SHAW.—Did he raise the rents?—He raised the rents immediately after purchase to that figure.

23747. The CHAIRMAN.—When was the purchase made?—In 1858, they tell me.

23748. Since that time, what rises have been made in the rents?—It was raised all at once to the rent at present, £271, 17s. 6d. on a poor law valuation of £119, 5s.

23749. You cannot say at what the rent started?—They told me that the rents, before it was purchased, were at about a guinea an acre. I presume now they are from £3, 10s. to £4.

23750. Had you changes in the tenancies when the rents were raised?—No; the tenants clung to their holdings.

23751. Were the rents raised at any time?—At the

time the landlord thought proper, which was immediately after purchase.

23752. What is the property?—Cahermacun.

23753. Mr. SHAW.—Does he live in the district?—His son is there now. He was a tenant-farmer, who bought a good deal of property at the time, and put extraordinary rents on the tenants.

23754. The O'CONOR DON.—When did the last rise take place?—I cannot state now, but I could send you the date.

23755. The CHAIRMAN.—Send the rent at the time the property was purchased, and also the various rises since.

WITNESS.—I shall do so. On another place purchased by Austin Moran, there was a solvent tenant who held at £60 a year, and had spent a large sum in reclaiming his land and bringing it to heart; but the new proprietor took the earliest opportunity of evicting him before the Land Act, and robbing him of all his improvements. He let it to other tenants at £180 a year, the valuation being £63. My father was the tenant. He held the farm at £60 a year, which he got in a neglected state, and covered with scutch grass. He tilled it and brought it into proper order. It was put into the Landed Estates Court, and bought by this Mr. Moran, who took the earliest opportunity of evicting him, and robbing him of all his improvements.

23757. Mr. SHAW.—Did your father live on that land?—Adjoining it; it was part of his farm.

23758. The CHAIRMAN.—What was the name of the tenant?—Thady Hogan.

23759. I mean in the first case?—There are several tenants on that property, which is called Cahermacun.

23760. Mr. SHAW.—Is that in the county of Clare?—Yes, in the parish of Kilnaboy, near Corofin.

22761. The O'CONOR DON.—In the second case,

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after he had taken the land from your father, did he divide it amongst small tenants?—Amongst small tenants. A good part of the union that I represent has been purchased by new proprietors, and these have put on those extraordinary rents—rents such as Austin Moran was getting. The action of the new proprietors has been instrumental in putting on the exorbitant rents that the tenants under old landlords are paying.

23762. Mr. SHAW.—Is the land particularly good?—It is fair land; not fattening land, but nice sweet land.

23763. The O'CONOR DON.—Did the new tenants take the land by proposal?—They treated privately. I believe they gave fines, but I cannot say that for certain.

23764. Did they build houses?—They built houses. They were tenants that were evicted by new proprietors.

23765. Mr. SHAW.—And were glad to get into any place?—They were glad to get into any place.

23766. The O'CONOR DON.—In what year was that?—In 1858.

23767. The CHAIRMAN.—Can you give the acreage of all the tenants in the first case?—Well, I did not take that from the Poor Law Board. In the second case there are 90 acres.

23768. That is the case of Thady Hogan?—Yes.

23769. The O'CONOR DON.—Do you think £2 an acre too high for that land?—His son has given an abatement of 20 per cent. within the last twelve months, but that is a small thing. I do think £2 too much.

23770. The CHAIRMAN.—They hold from year to year?—Yes.

23771. Have they been offered leases?—I presume they don't wish to take leases.

23772. Are there any cases in your union that you are aware of in which the tenants have been compelled to take leases?—Well, it is quite general for some landlords in the district to force tenants to sign printed agreements, debarring themselves from taking any advantage of the Land Act. I was obliged myself to do it.

23773. Mr. SHAW.—You had been a yearly tenant?—I am a yearly tenant of several farms.

23774. And this was imposed on you?—Yes; and £50 increase of rent put on me. I had to sign the printed agreement. I consulted my attorney, who told me that I should give up the farm or do it.

23775. How long ago was this?—Four years ago. The landlord imposed it on all when he raised the rents.

23776. Were the rents raised generally on his property?—They were to a great extent. The valuation of my farm is £103. My father took it in 1852 at a rent of £150. Before that the rent was £80. When the present Lord Inchiquin succeeded to the property, he put a rise of £50 on me, and I was obliged to sign the agreement just referred to.

23777. Had you done all the improvements on the farm yourself?—My father built walls, and laid it out in divisions. I surrendered it, and said I should get compensation, but found that, having signed this agreement, I could not get any.

23778. You have given it up, then?—No; I continue for another year. He took 20 per cent. off the £50.

23779. Have you observed that the tenants who have leases with long terms to run are generally inclined to improve?—Oh, decidedly, my lord; provided they have an interest under the lease. But landlords in my district are pressing leases, and the tenants are not inclined to take them.

23780. What terms are they offering?—Thirty-one years generally.

23781. When you say that improvements are made when there is a long term to run, what do you mean by a long term?—Well, leases are the exception in the country.

23782. You say that tenants, where they have a long term to run, are inclined to improve: how long should that term be?—I should say seventy years would be considered a long lease in the past, but anything short of perpetuity will not satisfy tenants now.

23783. Mr. SHAW.—Thirty-one years is not enough?—Not enough.

23784. Baron DOWSE.—Supposing a man were allowed to occupy his farm as long as he paid the rent, and not turned out at all, and had liberty to sell his interest, and that what was a fair rent were to be fixed by arbitration, if he and his landlord could not agree on the subject—would that be a fair arrangement?—The people in my country are peaceably disposed people, and only want what is fair.

23785. Would they like that?—They would like that; but they have no confidence in the landlord being allowed supreme control in the fixing of the rent, as has been the case up to the present.

23786. Mr. SHAW.—That is a grievance?—It is a grievance. I urged on several large landlords in my district—not only in my own case, but in several cases for the past year—that they had a right to bear a portion of the terrible results of the present depression. They did not, but insisted on their full rents up to last November—this time twelve months—and hence the unpleasantness.

23787. There were two or three bad years before that, and they did not consider them?—I explained to my landlords that no rent had been made for three seasons before that, and they were well aware of it.

23788. The CHAIRMAN.—We have had from a witness having the management of land, that where the tenant represented that the rent was too high, he was willing to discuss the matter with him, and if they differed, to allow a resort to arbitration: has that been the case in your country?—No, it has not. The people would have confidence in the Government valuation; but the landlords in my part of the country insist on the right of fixing the rents, and will give no voice to the tenants. I will give you another case on another portion of the Marquis of Thomond's property. A holding was let to four tenants by a middleman under the Marquis of Thomond, the rent being £46 to the Marquis, £20 to the middleman, and a fat pig each year. At the expiration in 1829 of the lease under which that arrangement was carried out, the fat pig was disposed of, but Lord Thomond kept the £66 on the four tenants until the property was sold in 1858. It was then bought by a very large proprietor, who fixed the rent at £136.

23789. Mr. SHAW.—From £66?—Yes, from £66 to £136.

23790. The CHAIRMAN.—Is he the owner at present?—He is.

23791. Will you give the name?—I will—Captain Blackburne.

23792. Mr. SHAW.—Has that rent been continued ever since?—Ever since; and they were forced to take a lease for 21 years, which is now expired. The ordnance valuation is £53. The tenants are thoroughly broken-hearted, and begged of the board to have their case brought forward.

23793. How many acres are in the holding?—There are four tenants on it, and I have reason to know that they reclaimed the land themselves. Some of it is wild land, and they are paying 32s. an acre for it.

23794. Have you any other cases to mention?—I give only a few. Most of the tenants in the Corofin Union pay extraordinary rents. There is no part of the country where the rents are so extreme; and the landlords, with a few exceptions, have not come to the assistance of the tenants.

23795. The O'CONOR DON.—Have there been any evictions in your neighbourhood?—No; because the tenants cling to their holdings.

23796. Mr. SHAW.—And try to pay the rents as well as they can?—There is a great desire on the part of the people to pay the rents. Mr. Stafford O'Brien's estate and several other properties are let at the ordnance valuation.

23797. And the people are contented?—Well, rather. They feel the pinch of the times as well as others. The Guardians of the Corofin Union desire me to state that they consider that the present Govern-

ment valuation would be just between landlord and tenant.

23798. The CHAIRMAN.—Would it be just as regards all tenants, because we are told that it varies?—In the Corofin Union I venture to say that the tenants as a general rule would accept the Government valuation as a satisfactory settlement of the land question. But any settlement without valued rents—without having the rents readjusted—would not be received as satisfactory.

23799. Mr. SHAW.—Isn't the valuation rather low on some of the rich fattening land—you have not much of it?—Not much in my union; but any fattening land in Clare is valued at 40s. and 45s. the Irish acre, according to the Government valuation.

23800. It is not so high in Limerick?—We have only a small share of what I should call very good land in Corofin Union.

23801. The O'CONOR DON.—Where does the fattening land lie?—Near Lisdoonvarna, and near Kilfenora, and Ennis, and some by the Shannon.

23802. The CHAIRMAN.—Have there been any cases in which the tenants purchased property?—Yes; there was an instance of it on the Marquis of Conyngham's property. We have not had a long trial of it yet, but the tenants who purchased are very thrifty and improving.

23803. How long ago is that?—Twelve or eighteen months ago. They borrowed money from their friends, and through the Board of Works.

23804. Mr. SHAW.—There is another portion of it in the market now?—Yes; and the tenants on it are trying to do likewise.

23805. The O'CONOR DON.—Did they pay a high rate of purchase?—I heard about 21 years on the rental.

23806. Was the rental low or high?—We have not many such good landlords in the district as the Marquis of Conyngham. It was low in comparison with other properties.

23807. Baron DOWSE.—Is he selling all his Clare property?—So I heard, and the tenants are trying to purchase if possible.

23808. The CHAIRMAN.—Could you suggest any improvement in the mode of carrying out the sales?—I think the Bright clauses should be extended, and that the Government should advance the whole purchase-money on the security of the land.

23809. The whole purchase-money?—Yes.

23810. Mr. SHAW.—Where the tenant requires it?—Where the tenant requires it; for I have reason to know that people injure themselves by paying a portion of the purchase-money, and thereby neglect the stocking of their farms.

23811. They could not borrow money then, owing to the regulations of the Board of Works?—Yes—only two-thirds.

23812. The CHAIRMAN.—Do you think there could be any improvement in the way of lessening the expense of the sales?—I do. They are very expensive.

23813. Have there been any purchases under the Church Commissioners?—None in Corofin Union.

23814. Baron DOWSE.—What is your principal town in the union?—Corofin.

23815. Mr. SHAW.—Is it a small town?—It has about 1000 inhabitants.

23816. The CHAIRMAN.—What has been done by tenants in the union, in the way of reclamation?—The tenants have done a great deal on the property of Captain Blackburne—an immensity. They have won bad, boggy mountain land into fair middling land.

23817. Are they well paid for their expenditure?—I think the landlord enjoys all the advantage of it.

23818. By the increase of rent?—Well, they pay 32s. an acre for this land, and they were obliged to take those leases—that is, generally speaking. I don't allude to Captain Blackburne's estate, situated outside the Corofin Union.

23819. How were the tenants induced to begin the reclamation—did they get the land free?—No; they all pay rent for it. In many instances after the improvements, the rents were raised; but I must say that

that has not been the case on Captain Blackburne's estate. It was raised to the present rent after purchase.

23820. I suppose during the last few years, since the times became bad, they have not been much inclined to do so?—Not much.

23821. Baron DOWSE.—How are the labourers getting on—are they well off?—Well, they were in a dreadful state until the landlords got the money from Government.

23822. We have been told here that unless something is done this winter also, they will be in a very bad way again?—Well, in our part of the country works will be carried on again. Lord Inchiquin has got £6000, and he has not expended it all yet. The tenants feel it a grievance that nothing has been done by the Government to advance them money on the security of their holdings.

23823. Where the landlord does not co-operate?—Where the landlord does not co-operate.

23824. Mr. SHAW.—They would be willing to borrow and improve?—Yes, to borrow and improve.

23825. And to pay off the money themselves?—Yes. I tried, in respect of a farm I have, to borrow the money, and applied for it; but my lease is too short, and I could not get it. I think it would return me 20 per cent.

23826. The CHAIRMAN.—You say in your reply to the written queries, that no adjustment of rents that could take place, except that of adopting the Government valuation, would be satisfactory?—Yes; the present rents cannot continue to be paid.

23827. But you think that a new Government valuation would be satisfactory?—Well, I think that the tenants in the district that I represent would have confidence in a Government valuation. It could not be higher than the last, if tenants' improvements be considered, the increased cost of production, and increased cost of support of the farmer and his family.

23828. You think that it might be left between the landlord and the tenant in the first instance; that if they could not agree, there might be a private arbitration between them; and that if that did not succeed, there should be power to call in a valuator appointed by Government?—I must again mention to you that the tenants will not have confidence that the landlords will be disposed to alter their rents to the present circumstances.

23829. But even supposing they failed to agree in some cases, do you not think that each might name a person, and that they might endeavour to settle it between them; and that if these could not agree on an umpire, there should be a person appointed for that purpose by some Government means?—I must again say, my lord, that the tenants have a greater desire that Government should fix the rent between them and their landlords. They would rather take chance with a fair fixed rent.

23830. And come in and decide between them without any application on the part of either?—Without any application. That is the feeling.

23831. Baron DOWSE.—Your idea is, that there should be some general valuation?—Some general valuation.

23832. But a general valuation would be a very long and a very tedious affair. Supposing there was not to be a general valuation for some time, what objection would there be to having a Government valuator in the meantime to fix the rent between landlord and tenant, in the event of their not being able to agree?—One thing is certain, that if something be not done—and it has been discussed in our district—the tenants cannot possibly hold. I know that a general valuation would be very long; but until then, what you suggest would be very good. I think I stated to you that the landlords, as a rule, do not wish to reduce their rental under any circumstances. They are always disposed to raise it.

23833. Baron DOWSE.—There is a great deal of human nature in the landlords in that respect.

WITNESS.—I think those that give in first will come out best.

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23835. Mr. SHAW.—Are those that gave in soonest and made reductions getting their rents?—Yes.

23836. Baron Dowse.—I understand you to say that unless some arrangement of that description be made, things will not get any better?—The tenant's position is a desperate one. Their rents were fixed at a period of prosperity. I remember when from £15 to £18 an acre could be made of wheat, where £5 or £6 could not be made the last few years.

23837. Mr. SHAW.—Wasn't this a good year for wheat?—The price of corn is nothing. It won't pay.

23838. Baron Dowse.—Isn't it a fact that in your union the tenants in the bad years were not able to make their rents?—I have reason to know from experience, and from all my neighbours, that no rent has been made for the last two or three years before this; and the landlords know it. They told me they know it. Cattle were sold at cost prices for three successive years.

23839. Are not the cattle doing better this year?—Quite so; but the tenants have four years' rent to meet this year, and hence it is that their position is a desperate one. To show you the anxiety that there is on the part of tenants to pay their rents, I may mention that I have known them actually to pay what they made in pigs last November to the agent. They were depending during the winter on what we gave them from the Duchess of Marlborough's, the Mansion House, and the Land League funds, and in the meantime they gave all that they made in pigs to the landlord.

23840. Did the people that received relief in that way pay the landlord's rent?—They did.

23841. That amounts to this, that the people who subscribed to the relief funds were subscribing to pay the landlords their rents?—Decidedly.

23842. Baron Dowse.—It is well to know that.

WITNESS.—We gave relief to parties who had 8 or 10 milch cows last year, because but for it they would have had to sell their stock and be thrown on the world. Then we kept them in their holdings.

23843. Mr. SHAW.—Did you give out-door relief in your union?—We gave it to a large extent; but I must say that we got a good deal from the Mansion House and the Duchess's funds, and a fair share from the Land League.

23844. Baron Dowse.—But it was never intended that those funds should pay the landlords' rents?—What could you do? One man, who had a delicate wife and six children, owed me some money, and I endorsed a £5 bill for him. He had to give the landlord a part of that, reduce his bill, and also keep something for his delicate wife and children. He tendered the landlord a portion of the price of his pigs, but he said he would evict him if he did not receive the entire. The man was starving, and I mentioned the case to Mr. Fletcher of the Duchess's Committee. That man's wife and six children were starving through the winter, and the rent was paid.

23845. Is there any foundation for the statement that people would not get relief unless they paid their rent?—No, it did not exist in our part of the country. The people in our part of the country are very peaceably disposed.

23846. The O'CONOR DON.—Did you give out-door relief from the union to people who had numbers of cows?—We could have done so; but we did not do it, because we had what we were receiving from the different funds at our disposal.

23847. Baron Dowse.—Do you mean to say that you gave relief out of the Duchess's and the Mansion House funds to people who had cows?—We did. We were directed by the Lord Mayor's Committee to do it. In the month of March money was very scarce, and if the people did not get money from us, they could not have tided on until May.

23848. And they paid their rents in the meantime?—Some of them had paid their rents in the November previous. The May rent is payable in November.

23849. Were people helped to pay their rents out of the relief funds?—I know that parties who had their rents paid had nothing to live on during the winter but what we were supplying them with from the different funds.

23850. Mr. SHAW.—You kept them alive; otherwise they would have had to live on the rates?—Yes, or the workhouse would have been overcrowded.

23851. The CHAIRMAN.—They would have had to part with their stock, and had no means of living?—Before the Government came to our aid with the money which was expended, the farmers were not able to employ the people. They were so tightened that they could not afford to give a shilling to a man to do their business; and but for the different funds, and the money that was expended by the landlords, the working people in my part of the country would have been in a very bad state.

23852. The landlords who got their rents subscribed, I suppose, to some of those funds themselves?—Very little. Mr. Greer gave £5. I think Mr. Fitzgerald gave us £10.

23853. Baron Dowse.—What you mean is, that the people, having paid their rents, left themselves in such a condition that they would have been starved if you had not relieved them?—Exactly.

23854. The CHAIRMAN.—Are the labourers usually holding their cottages from the farmers?—It is not so much the practice in our part of the country as in other districts.

23855. Do they usually hold from the head landlords?—No, they don't. They live in the towns. Through the country there are labourers living on patches of ground held from the tenants, but not so much in our district as in other districts.

23856. Thus living in the towns, do they get any land, like allotment-land, for growing vegetables?—Up to the present they used to have con-acre, but they were too poor to sow it for the last three or four years.

The witness retired.

Thomas
Corbett.

Mr. THOMAS CORBETT, examined.

23857. The CHAIRMAN.—Where do you live?—At Balla Quin.

23858. You are a tenant-farmer?—I am. I farm 195 acres.

23859. Under one landlord?—No; under three landlords.

23860. Who are they?—Mr. Creagh, Lord Inchiquin, and Lord Dunboyne. I may add that I am a poor rate collector.

23861. One holding is of 45 acres?—45 Irish acres.

23862. Under which landlord is that?—Mr. Creagh.

23863. You want to mention something special with respect to that?—Yes. In the year 1866 I succeeded my father in that farm of 45 acres. I built a house on it two storeys high, and 45 feet long by

20 feet wide. I held from a middleman at that time. His interest died; and the head landlord came in, the following year, and re-valued it with the assistance of his agent—or rather his agent did it, not he, I am sure—and raised the rent from £45 to £63. It was held at £45 for forty-four or forty-five years before that. I got a lease from the head landlord for three lives, or thirty-one years.

23864. Mr. SHAW.—It was out in 1863?—The head landlord's lease was given in 1863. I should take the lease, for I had the house built. I built out-offices, and made every necessary improvement that I could. I planted about the house, and reclaimed some bog land. In the year 1870 the landlord died, and his brother succeeded him; and he quarrelled with

my title, put me into the Law Courts, broke my lease, and raised the rent to £73.

23865. The CHAIRMAN.—He said that his brother had no power to make the lease?—He said his brother had no power to make the lease, because he was only tenant for life. I had redoubled my exertions from the time I got the lease from his brother. I thought I was secure, and tried to make things better every day in order to secure a permanent place for myself; and the consequence is, that it is as nice a little place as there is in the barony.

23866. When did this happen?—In the year 1870.

23867. That was the time he broke your lease?—That was the time he broke my lease.

23868. Mr. SHAW.—And put £10 a year on you?—And put £10 a year on me. I must tell you that I refused £1200 for my interest in the place at that time, in consequence of all the improvements I had made.

23869. Did he offer you a lease?—Oh, he gave me a lease, but it is of no use, because I have lost £300 by the place in the last three or four years, and must give it up. It is light craggy land.

23870. Mr. SHAW.—What is the length of his lease?—Oh, he said he would give me a lease until doomsday; but I said I would be just as well without it.

23871. Mr. SHAW.—But you have the lease?—I have.

23872. The CHAIRMAN.—Is that the case in which you said you held under successive landlords?—Yes, that one case.

23873. Mr. Creagh was the purchaser of it?—No; I had it first from a middleman, and I thought the middleman could give me a lease. I relied on that, and did not know the circumstances. Then when I was under the head landlord, I was sure I was safe; but in fact all tenants are debarred from making improvements, from the fear they have of their landlords. No man will make a place better than he finds it, as long as things are in such a condition. I would not have attempted to have done the things I did, if I had thought that I was in the very insecure state in which I was.

23874. Are you in the Corofin Union?—No, in the Tullow Union.

23875. Mr. SHAW.—Do you find the people pretty well off there? are they able to pay their rents pretty well?—Well, a good deal in my district have it at the Government valuation.

23876. Who are the landlords?—Mr. Butler. The rents are fair, and his tenants are satisfied to pay them, and it has been so for the last thirty years.

23877. No rise?—No change.

23878. And no evictions?—No evictions whatever. But there are other cases where the rents are excessive. I know cases in which the ordnance valuation is £76, and the rent £185.

23879. In the same union?—In the same union.

23880. Are the tenants improving their lands in the other cases?—They are. They are improving their properties where they have them at the ordnance valuation, and think they are secure.

23881. Have they made the improvements themselves?—Oh, in every case. They make the improvements, except on the property of Lord Leconfield, who makes the improvements, but charges 4 or 5 per cent. for them.

23882. But in the other case the tenants do everything?—Yes.

23883. And they are satisfied to do so when they feel themselves secure?—Quite satisfied. They are always anxious to make things better if they possibly can; but indeed I must say that they experienced a great deal of difficulty last year in striving to pay their rents.

23884. Still they managed to pay them?—They are striving to pay. I don't think they will find themselves much better this year. A great part of them are small farmers—tillage farmers.

23885. The potatoes are good?—Oh, the crops and potatoes are very good indeed. It is the principal thing that they depend on. The few beasts that they have to sell, they keep for the rent. They have very little cattle to sell, being mostly all agricultural farmers in my district.

23886. On your other holdings you have nothing to complain of?—Well, I have not a great deal to complain of, certainly. I know cases in my district where they have been contracted out of the Land Act of 1870.

23887. The CHAIRMAN.—Was that in the case of new tenancies?—Oh no, tenancies made immediately after the passing of the Land Act. They were obliged to enter into agreements to become eleven months' tenants.

23888. Mr. SHAW.—Under signed agreements?—Under signed agreements.

23889. They contracted themselves out of the Land Act?—Yes; and in every case they must pay the county cess. Wherever new tenancies have been created, an agreement was entered into that they should pay the county cess. Invariably the landlord chooses the rent, and the tenants have no power of settling it.

23890. Have the rents been raised in cases of that kind?—Not recently.

23891. Not since the Land Act?—Oh, there have been increases of rent in the case of the eleven months tenancies.

23892. That is what I mean?—Yes, the rents have been increased, and I should say they are much too high. During the last two or three years the farmers lost the greater part of their little capital. They never had a great deal to spare; on the contrary, their capital has been dwindling away from them year after year, and consequently it will take some time before they can recover themselves. They all seem to think that the land at the ordnance valuation would be fair, because the farmers are all small, and they never could make much of them; between the support of their families and providing for growing up members of them, they never have anything. All the tenants under £50 or £60 a year could not afford to pay much more, as far as my knowledge of the country goes, and I have a good deal of knowledge of it.

23893. It is a struggle in the best of times?—Always. There are good large farmers, and they are industrious, but so far away from the markets, that a good deal of their produce cannot be turned to account. A few pigs and butter are all they have. Potatoes and corn are the principal things.

23894. The CHAIRMAN.—Is there anything else that you wish to call attention to?—Nothing else of importance, further than what I have explained to you.

The witness retired.

FRANCIS MORICE, Esq., examined.

23896. Baron DOWSE.—I believe you live at Springfield, Bunratty, in the county of Clare?—I do.

23897. You are the owner of property there?—Yes; I am not a large owner.

23898. How much?—About £1200 a year. I am my own agent.

23899. I believe you farm land?—About 2500 statute acres.

23900. What is the acreage of the estates with which you are connected as agent?—I should say about 20,000 acres.

23901. Is it all in the county of Clare?—No; some of it is in Limerick, and some in Tipperary.

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23902. Your own holding is all in Clare?—All in Clare. I do not farm all the 2500 acres for myself, but in part for gentlemen for whom I am agent. We have 2500 acres in our hands.

23903. Do the landlords recognise the right of sale of holdings on the estates with which you are connected?—No, I think not. In this way they do, that there has never been a change of occupancy that we have not paid them on going out, but we don't recognise the right of sale as a matter of right.

23904. But you don't disapprove of it?—Well, I should not like to be compelled to do it. We have never taken up land, on the properties with which I am connected, from the tenant without paying him more than the Land Act has given him. Sometimes if the tenant says, "I want to sell," I say, "If we approve of the proposed tenant, you may do so." In some cases where the tenants were unsatisfactory, we paid them ourselves and dealt as we thought fit. But the cases have been very few; I don't suppose that in the last ten years I have had six.

23905. Have you had many evictions?—Never had but three in my life.

23906. How long have you been connected with these lands?—From ten to twenty years.

23907. What were the evictions for?—Two were for non-payment of rent.

23908. And one on the title?—No. One man was evicted for over-holding. It was a piece of land that had been held by the parish priest. He did not make a will, and his nephew came in as heir-at-law of his property, or something in that way, and claimed to take possession, and we ejected him. We wanted to hand the place over to the next parish priest, as it had been the residence of the priest for 50 years. This nephew over-held, and I ejected him.

23909. Had you any case in the Land Court?—I had.

23910. How many?—Two. One was a case in which the man to whom I have just referred, brought a claim.

23911. Did he succeed?—No, we beat him. He had no title.

23912. What was the other case?—It was on the property of Mr. Wilson Fitzgerald, near Kilrush. A Kerry gentleman purchased the interest of the farm some years ago, before I was connected with it. He became bankrupt, and a bank clerk, at Ballymena in the north of Ireland, lent him, I think, £300. There was some arrangement between them that this farm was to be transferred to the bank clerk in order to enable him to come by his money. We found that the bank clerk had never had any land, and that he knew nothing whatever about it. He employed a steward, who went down and let part of the place for grazing, and meadowed the remainder. We found that this man was not what I call a tenant, and that he was letting the house and land go to the bad, and we brought an ejectment against him and put him out. Then he made a land claim, which was dismissed.

23913. In the two cases in the Land Court you succeeded?—We did in both.

23914. And you had only the three ejectments in twenty years?—Only the three.

23915. Have there been any increases of rent on your property?—There have been where leases have fallen out, and in one or two cases where the tenants gave up and sold their interest. One was a case on that estate near Kilrush. A shopkeeper who held a farm became bankrupt, and sold his interest to the former tenant. The farm consisted of 24 acres, and I think £250 was given for it within the last three months without a lease, and the purchaser also agreed to give £10 a year additional rent.

23916. Is the rent raised on the descent of a tenancy from father to son?—Oh, never. It is only where there is a complete transfer of the farm from

one tenant to another, and it does not always occur that there is a rise even then.

23917. But there are occasions on which there is a rise?—The only occasions are those I mentioned.

23918. You say that sale of the tenant's interest is permitted, but not as a matter of right?—Exactly. Not as a matter of right; we always like to choose the tenant.

23919. Did you put any limit to the purchase-money?—No; but on the properties I represent we have always considered that we should be at liberty to choose the tenant, so as not to get a person of bad character.

23920. You say you consider that the tenant should be allowed any payment made with the consent of the landlord, and that you know of no case where that has been disputed—is that so?—I don't know of any case even where they have not had the consent of the landlord. But I have had so few evictions, that I have not had much personal experience in that way.

23921. How do you think the Land Act works as a rule?—I think it works very fairly.

23922. Has it given an increased sense of security to the tenant?—I think it has, decidedly.

23923. Do leases exist in your district at all?—Some—not many.

23924. Do you find any disinclination on the part of tenants to take leases?—Yes; they don't care about leases at all now.

23925. What is the cause of that?—In any case where a thirty-one years' lease is offered, the landlord generally asks to exclude compensation. That is one reason. But another and much stronger reason, in my opinion, is that the tenants can go into the Land Court and seek for compensation for any improvements that they have made. That, I think, is the principal reason.

23926. Do the landlords, to your knowledge, insert in their leases clauses barring the tenant from claims under the Land Act?—They do in some cases. I know one or two cases where they have done so.

23927. Do the tenants object to that?—Not where there were transfers of the tenancies. It is never done except where new tenants come in; we have never interfered with any existing tenant. In the other cases, of course they would not get the land if they did not come to our terms, so they have always agreed to them.

23928. Is the condition of the leaseholders superior to that of the tenants from year to year?—I don't think so. On the contrary, I think the tenants from year to year, as a rule, in my district are almost better off. I am connected with two estates in which some tenants who have old leases are the poorest I have.

23929. Do the landlords contribute towards the improvement of the estates you are connected with?—Yes, in some cases a considerable amount.

23930. Have they been discouraged by the Land Act from doing that?—Until this last agitation they have not in any way.

23931. The Land Act had nothing to do with the agitation?—No; but for the last six months not nearly so much has been doing by the landlords, as far as my experience goes, as they did before.

23932. Your experience did not lead to the conclusion that the Land Act had discouraged them?—I think not. There had been quite as much done as before the Act up to the time I mention.

23933. Why do you think the yearly tenants are better farmers than those holding leases?—Well, I only speak of the properties with which I am connected myself. I know one property which is all leased, and not a shilling has been laid out on it by the tenants to my knowledge for years.

23934. As a rule, are improvements made by tenants?—In some cases by the tenants, and in some by the landlords. I am connected with one proprietor who laid out £1000 during the last year.

23935. Was that on one individual holding, or on the district generally?—Over his estate, and it was his own money—not borrowed.

23936. Was it expended in arterial drainage?—Arterial drainage and house-building.

23937. For tenants?—For tenants.

23938. And does he charge them anything?—In some cases he charges 5 per cent.; in other cases he allows half, and they pay half; in some cases nothing.

23939. Is the 5 per cent. added to the rent?—Added to the rent. They have their choice, either to pay the 5 per cent., or make the improvements, and get half the cost of them in cash out of the first half-year's rent afterwards.

23940. Does he charge them anything for the cash?—Nothing whatever for the half that is allowed. They provide the other half. I have many cases of that on Mr. Fitzgerald's property.

23941. How do the rents stand as to Griffith's valuation?—I never went into that exactly. I should say that the rents on all the estates that I am connected with are from 20 to 40 per cent. over it.

23942. It all depends on how the farms are circumstanced?—Exactly; a great many are let under it.

23943. Lands of good quality are let 50 per cent. over it?—They are.

23944. While some of the poor land is let under it?—Yes.

23945. The valuation is no test of the real value of the land—is that your opinion?—No mistake about it.

23946. You say you know farms in Clare that are let at three times the Government valuation, and have not been surrendered, but are held by the tenants?—I do. I receive rents of extensive farms let at two and a half times the Government valuation, and I know land even dearer than that.

23947. The CHAIRMAN.—What sort of land is it?—Crag land—what we call "wintering," where the cattle are turned out during the winter.

23948.—Baron DOWSE.—High land, with grass between the rocks?—With grass between the rocks. The cattle are left on it for about four months, which saves hay.

23949. What sort is the soil—is it limestone?—All limestone.

23950. Has there been any general raising of the rents since 1870?—None; certainly not.

23951. Has there been on the expiration of leases?—I don't think there has been any increase of rents, as far as I know, from 1852 up to this. After the famine years there were increases of rent during the years 1849, 1850, 1851, and 1852; but about 1852 things settled down, and there has been no increase of rent since, except where there was a new tenancy or the transfer of an old one.

23952. In reply to the query as to whether arbitration is ever resorted to, you say that rents are generally fixed by competent valuers?—Yes.

23953. But that there have been very few cases of arbitration?—I never had a case of arbitration.

23954. Who are the competent valuers?—Professional valuers, who are applied to sometimes.

23955. Do they represent the landlord only?—They are employed by the landlord.

23956. Representing himself only?—Yes.

23957. They don't represent the tenant?—No. I have had only one case within my knowledge. In another case I am going to get a valuer to value property where leases are going to fall out next 25th of March.

23958. Supposing a dispute to occur between the landlord and the tenant in possession as to the rent of a farm, would you see any objection to a competent valuator settling the rent between them?—No; I think it would be the wisest thing to do. It would be much better to have it done in that way than to have it done exclusively by the landlord or the agent, who are interested.

23959. You think it would be better to have some indifferent person as valuator?—Some competent man of that sort would be better than leaving it to the landlord. I never had a case of the sort myself, in reference to an existing tenancy.

23960. Did you ever hear of the thing called political economy?—Yes.

23961. It would not frighten you from having a valuator in a case of dispute?—No; I am always anxious to have some one to step in between me and the tenant, in order to get the thing off my own shoulders.

23962. You think that would be fair for both parties?—It would; but it is almost impossible to get competent men.

23963. Do you think that could be arranged compulsorily by law?—Well, I should not like anything in the way of dealing with land to be made compulsory if I could avoid it, and I can't see how it can be done to satisfy both parties.

23964. But suppose you could not avoid it?—I would swallow it then. I am for free trade in land as well as everything else, and let every man make his own bargain; it cannot be settled otherwise.

23965. I have observed that there have been a great number of free traders lately—a wonderful conversion in that way, as far as land is concerned?—We have been free traders all our lives. I tell you we have never done anything else. I only speak of the gentlemen with whom I am connected, and myself. As a rule, they are nearly all well off, and they are considered liberal.

23966. What improvements are made by the tenants when they make any?—House-building principally. There has been a great deal done in the way of house-building.

23967. Have they done anything in the shape of draining and fencing?—They do occasionally, but it is not often well done; it is imperfectly done.

23968. And I suppose bogs have been reclaimed by the tenants?—Yes, they have done a great deal in the way of reclaiming bogs on the west coast of Clare, for potato growing.

23969. Is any rent charged by the landlord for bog given to them for some time after they reclaim it?—In several cases they don't pay any rent at all, and never did, though they have been cultivating the land for twenty years. In other cases I have charged about £1 per acre for reclaimed bog.

23970. I believe the tenants get people to take these reclamations from them in con-acre?—Yes; the tenants often let it for three and four years, and get large sums in con-acre. I am connected with a large estate on the west coast near Kilkee, where I know that tenants who pay me £1 an acre for land get £4 an acre for it in con-acre.

23971. Are the tenants on your own estate and those over which you are agent, well off as to turbary?—Yes, with one or two exceptions they all have turbary. Only in one case do we charge for it. We always give the turbary to the tenant; not as a matter of right, we charge a nominal sum for the permission to cut for their own use.

23972. On the estates with which you are connected, have the tenants practically fixity of tenure?—They have—there is no doubt whatever about it. We have not turned out any one for twenty years.

23973. Is there much subdivision of land on your property?—We don't allow subdivision. I have been in the habit, where there is any idea of subdivision, to serve a notice to quit; and I have never found them to resist it. They have, in marrying their sons and daughters, often tried it; but we always try to keep the holdings together, and I have never had to use any stronger means than serving a notice to quit. I have done that in four or five cases, and I never had any trouble.

23974. You did not turn them out?—Oh, never; they gave in at once.

23975. There are a good many steps between serving a notice to quit and dispossessing?—It was only a threat in my case. We never would have carried it into effect.

23976. But it gives you the power to do it?—It gives us the power to do it.

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Francis Morice.

Oct. 28, 1880.

Francis
Morice.

23977. Have you ever considered the question of a tenant or "peasant" proprietary, as it is sometimes called?—I have.

23978. Do you think it would be beneficial?—I think not—quite the other way.

23979. Why now?—Well, in the first place, I don't think our peasants have the money to purchase. In cases where estates have been sold in the county of Clare, they have had to borrow three-fourths of the purchase-money.

23980. Supposing they had one-fourth, and got three-fourths on reasonable terms from the Government, and were thrifty, industrious men, don't you think that would be advantageous?—I don't see any harm in that if they were thrifty and industrious.

23981. But that is what it would bring them to after a while?—I don't think it would.

23982. Why?—Because my experience is—well, say with regard to leases, which are analagous to it—I don't find that a man who gets a lease for 31 years does a bit more on it than he does as tenant from year to year; and I don't see why he would in the other case.

23983. There is a great difference between a man having a lease and owning the fee?—I believe that if such a man had the fee, in ten years he would have it cut up into ten divisions, and given to all his children, and that in the end they would be all paupers, and I do not believe the Government would ever be paid the instalments.

23984. But every man has not got ten children?—Some have a great many more, and they would divide the land. When I say ten children that may be over the mark, but it is not much short of it. There is no doubt that the tendency would be so.

23985. You are aware that by the law as it is at present, any man who purchases under what are called the Bright clauses, cannot subdivide until he has paid all the instalments, without consent?—Yes.

23986. But you may put that out of the question. You are afraid that if this should be brought forward as a panacea for the wrongs of the country, at the end of some years, when we are all in our graves, the people would be no better off than they are now, or perhaps worse?—Much worse. There is no doubt that subdivision would take place as soon as they got leave to do it.

23987. Is it not possible, on the other hand, that by sales of the holdings you might have a new race of landlords created?—Of course. As a matter of course that must come, as soon as a man wished to sell, or got into difficulties; and then the holdings would all begin to accumulate into large ones again.

23988. But if a landlord should be willing to sell to a thrifty, industrious man, should not the latter be helped to buy?—There would be no harm in that.

23989. You are doubtful as to whether it would be good?—No. I think it would be a very good thing to help good tenants to buy—not poor small ones.

23990. You say you have had no experience of tenants purchasing?—I know of some holdings that have been sold to tenants, but not on the estates that I am connected with.

23991. Do you know anything about them?—I know a few holdings that have been sold.

23992. Lately?—Some years ago, on the Thomond property.

23993. Are those holdings in a worse condition since?—I cannot tell you. I have never inquired. I don't know.

23994. You have given your evidence without having had any practical experience of the subject?—I can give you no evidence except what I really know of my own knowledge. I don't mind what I hear. I heard that they are not in as good a condition as they were before, but I don't know it of my own knowledge.

23995. Is there much land in your neighbourhood that is capable of reclamation in a profitable way?—

I think there is; but it is very hard to answer the question, because a great deal of land—

23996. You may take it that I mean land now producing practically nothing, but that is capable of being improved?—There is some of that class of land, but not a great deal. In a great many cases in which money is laid out on such land, if it is not looked after it will go back again to the same state in which it was before.

23997. What kind is the land to which you refer?—Mountain land with a thin, light surface. Any good bog lands will repay anything that you spend on them in the way of reclamation.

23998. Does the tenant ever agree to pay the whole county cess?—Yes; in all the lettings that I have made since the Land Act, the tenants have agreed to pay the county cess.

23999. Do you think they object to it?—I don't think they care much about it. I don't think it makes any difference with them; if they did not pay, the rent would be higher.

24000. But is it the landlords that suggest to them to pay the whole?—Yes, generally.

24001. I don't suppose they would suggest it themselves?—No. We always allow for roads or any other waste. My idea is, that it is better for them to pay the whole county cess.

24002. You have been asked whether you suggest any alteration in the law, and you say not, because the Land Act of 1870 acts admirably, giving the tenant all that he could fairly expect, and helping to make landlord and tenant work well together down to the time when agitators interfered, which unsettled everything—is that your opinion?—That is my opinion.

24003. You say also that the cry this season has been, "We never had so favourable a season or better crops"?—That is the case.

24004. And that if they were only left alone, the people would prosper?—I think so.

24005. All interests will be ruined if this agitation continues, and neither life nor property will be safe: that is written down in your replies, and that is your opinion?—That is literally true.

24006. The present is a good year?—It is.

24007. But there have been three bad years?—No, two.

24008. And you say—and you have a right to your opinion—that this one good year is to pay four years' rent?—I don't say that.

24009. Very nearly?—No; I only say that there were two bad years—last year and the year before.

24010. One year will not suffice to pay the rent?—Of course not.

24011. There is a good deal of distress and inability to pay rent?—I don't think there is. I have seen little distress in my neighbourhood. The principal thing that the country people live on is the potato crop; and if they can get that good, they have enough to keep them through the winter.

24012. Is the potato crop good this year?—Yes, a capital crop this year. Wherever there have been champions planted, it has been a wonderful crop—the best I ever saw come out of ground.

24013. On the other hand, I have heard it said by witnesses that other potatoes besides the champions have turned out very badly?—They are nothing equal to the champions, but are still an average crop—much more so than the crops of the last two years.

24014. Mr. SHAW.—Are the people in debt after the two bad years?—I am quite sure they are.

24015. Therefore the one year has to pay the rent of this year, and of the two or three years before it?—I am quite sure that one good year would not pay the rents.

24016. They are still under water?—I think a great many of them are; but in my county of Clare there has not been the distress at all that was represented.

24017. In some parts, you mean?—In the greater part of Clare. Only a very small portion of that county wanted much relief, in my opinion.

24018. Do you know the union of Corofin?—I do.

24019. Do you think that a very poor union?—I don't think it very badly off by any means.

24020. Do you live there?—No; but Mr. Wilson Fitzgerald's property of about £3000 a year is in that union—the greater part of it.

24021. Then you did not hear of any special distress there?—Well, no doubt there was general distress more or less, but nothing like starvation; but I think the poor law would have been quite sufficient to relieve it. In order to show you that the people of the neighbourhood did not think there was much distress here, I may mention that when a session was held for extraordinary relief purposes in the barony, about fourteen magistrates and nine cess-payers attended, and they threw out every work unanimously—not one was voted by them out of twenty-three.

24022. Were they right in that?—I think they were. I don't think the works were wanted. The fourteen magistrates and the nine cess-payers elected by the barony threw them all out.

24023. They were all large ratepayers, I suppose?—Yes, some of them were large ratepayers.

24024. Do you collect the rents of Mr. Fitzgerald?—I do.

24025. Did you get your rents pretty well?—We gave abatements of from 10 to 20 per cent., and got nearly all the rents.

24026. Would you be surprised to hear that a gentleman from that district of Corofin has stated that after the tenants had paid their rents to their landlords, they had nothing left, and would have starved but for the Duchess of Marlborough's and the Mansion House relief funds?—I have no reason to believe that. I don't believe it. I know that the fact of twenty-three responsible gentlemen, more than half of whom were in the district of the union, rejecting every work, looked as if the distress was not very urgent.

24027. Mr. SHAW.—That throwing out of the relief works was saving their own pockets?—Well, I don't know that there was a case of starvation or anything of the sort.

24028. They were not starved, but they were on the relief lists, and they would have been starved only for that?—Nothing of the sort. I know a man in my neighbourhood whose valuation was £60, and whose land was let at £100, and yet he was on the relief list at Newmarket-on-Fergus.

24029. The O'CONOR DON.—Had he any means?—He had stock on the land, but I don't know whether he had sufficient or not.

24030. Mr. SHAW.—That is what we heard?—I know plenty of cases of the sort. I had one labourer whom I pay £2 a week to, and he and his family were getting relief; and there was another to whom I was paying 30s. a week during the whole winter, and who was living in my place, and he was getting relief also.

24031. Baron DOWSE.—And they were getting the 30s. and the £2 a week all that time?—One of them and his family got £2 a week. He had been with me for five years.

24032. The CHAIRMAN.—Was that the wages of one man?—No; the wages of half-a-dozen—young and old. I paid them £2 every Saturday.

24033. Baron DOWSE.—In what shape did they get the out-door relief?—Meal.

24034. Was that fair?—I don't think it was.

24035. Mr. SHAW.—Did you prevent it?—No, I had nothing to do with it. I refused to be on the Relief Committee. The Mansion House and the Duchess of Marlborough's committees gave it. I refused to be on the committee, because I thought it outrageous. So many things happened that I would not attend. Two clergymen, the Roman Catholic and the Protestant, were on the committee, and also the medical officer of the district.

24036. Mr. SHAW.—Did they know that these men were getting wages?—They did. There were plenty of cases of that sort getting it.

24037. Then it is quite possible that what we have been told is true, namely, that the tenant had to pay his rent and at the same time was getting relief, and getting it properly, because he would have starved if he had not got it?—Well, I don't know. Exceptional cases might have occurred, but not to my knowledge.

24038. What stock had the man whose holding was valued at £60?—I could not tell you.

Mr. SHAW.—Perhaps Mr. Frost can tell us.

Mr. FROST.—There were cases in Corofin such as you describe. I know one small farmer who had a bit of ground and two or three cows, and who would have starved only for the relief he got, in the district of Corofin.

24039. Mr. SHAW.—Is that a poor district?—One end of it—the western—is a poor marshy district. The limestone end is comparatively well off, but in the western marshy end there were people that would have starved but for the relief. It was impossible for them to sell off their cattle, they were so reduced.

24040. The CHAIRMAN.—I understand that the relief was given to prevent them from parting with their stock?—They could not part with their cattle, because they were so low in condition, and also because there was no demand for them last season; so that unless they got some food, they would have died.

Examination of Mr. MORICE continued.

24041. The O'CONOR DON.—Are you a member of the Corofin Board of Guardians?—No.

24042. Mr. SHAW.—With regard to those leases that you talked of, under which the tenants did not improve, were they short or long leases?—They were nearly all leases for thirty-one years or three lives.

24043. And they had been in existence for some time?—Yes.

24044. So that they were coming to an end?—Oh, well, some of them were made about fifteen years ago. Some of my own tenants have thirty-one years' leases, and they have never laid out a shilling from the time they got them.

24045. I suppose they had an idea that at the end of the leases the rent would be raised?—Perhaps so. I only give you the facts. I don't know what the cause may be.

24046. The CHAIRMAN.—What is the state of the labourers in your district?—In my district they are better off than perhaps they are in many other parts of the country, for we have a good many resident proprietors just about, and they give them employment.

24047. Do the farmers give them much employment?—No, very little. They do nothing but save their hay. They never keep them in the winter.

24048. Just in the busy times they employ them?—They employ them at the busy times, and give them no employment in the winter.

24049. Do the labourers hold under the farmers or under the landlords?—I think in many cases they live in the villages. All my labourers are living on my own place; and on another large property with which I am connected, they all live on the estate too, and have houses, and we give them potato ground, and in some cases turf, and all that.

24050. In those cases they pay rent to the landlord?—None of them pay rent. None of my people pay rent.

24051. I don't mean those employed by you; but on the properties where they don't hold under the farmers, do they pay rent to the landlords in the villages?—In the villages, I fancy, yes. Generally in the villages the landlords let plots of land, and there are houses built by the middlemen, who let the houses for so much a week, and that sort of thing, or perhaps so much a year, but as a rule I think the people in the villages pay as weekly or monthly tenants.

24052. Do you find that where they hold their cottages weekly, and pay for them a pretty high rent, they often part to another family?—I cannot tell you that exactly. There are numbers of people who

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have built houses on speculation for letting them again; and wherever there are villages, numbers of the working classes live in those houses, and go work to the country.

24053. Are those houses over-crowded in the vil-

lages?—Well, I don't think so. In the villages there are plenty of houses now. No, I don't think they are over-crowded. There may be cases of it, but I don't think they are over-crowded.

The witness retired.

Mr. James
Frost.

Mr. JAMES FROST, examined.

24054. Mr. SHAW.—You live at Ballymorris, Cratloe?—Yes.

24055. You are the owner of land, a tenant, and also a land agent?—Yes.

24056. How much land do you farm?—400 Irish acres.

24057. Is that your own, or do you pay rent for it?—More than half of it is my own, and I rent the other half.

24058. Have you had it long?—For many years.

24059. Do you hold it by lease?—From year to year.

24060. Have your rents been the same for a long time?—There were leases, which expired, and the rent was readjusted about 1850.

24061. And have continued the same ever since?—And have continued the same ever since.

24062. Where are the properties you are connected with?—Some of them are in Clare, some in Limerick, and some in Tipperary.

24063. Does anything like the Ulster Tenant Right exist on them?—No.

24064. The tenants are not allowed to sell their interests in their holdings?—No.

24065. Even with the permission of the landlord?—He never gives them permission to sell.

24066. They must give up their holdings?—They must, and he gives them money then. We give them money when that occurs, and we select the new tenant.

24067. Have you a recollection of the sums that you have given them in those cases?—Last year I gave a man £300.

24068. For giving up possession?—He owed rent and could not pay it. An ejectment was brought against him for non-payment of rent, and I gave him £300 when he was going away, though I think he owed two years' rent.

24069. In addition to forgiving him the rent?—In addition to forgiving him the rent. In other cases smaller sums were given. I gave a man £20 not long ago, and £50 to another, and so on.

24070. Baron DOWSE.—Did you get that £300 afterwards from the incoming tenant?—Not a penny of it.

24071. Mr. SHAW.—Did you put any additional rent on the holding?—Not a farthing.

24072. Did you not get arrears from the incoming tenant?—Not a farthing.

24073. Did you let the lands?—Immediately.

24074. At the old rent?—At the old rent.

24075. And lost the rent due?—Lost the rent due besides.

24076. Do you find that the tenants are pretty comfortable on their holdings?—They are, because they are nearly all large holdings.

24077. Grass land, I suppose?—Grass land. Some of them are under cultivation, but they are large holdings.

24078. Do you know of any other estates where they are allowed to sell their interests?—I don't think that in the county of Clare, or in the county of Limerick, to any appreciable extent, they are allowed to sell their interests.

24079. The other practice is established?—The other practice is established. Since the middlemen all went away in the famine years, the proprietors have almost unanimously refused to permit any sale of farms.

24080. Are improvements made by the tenants

generally on those properties?—On the properties that I have to manage we make the improvements ourselves, such as building houses and drainage, and we don't charge them anything for them. On one property that I manage I think £15,000 has been laid out during the last thirty years in building, and the owners never charged anything in the shape of interest for the money.

24081. Baron DOWSE.—What estate is that?—Lord George Quin's.

24082. Mr. SHAW.—Are the rents high or moderate?—They are moderate. I myself made the valuation in 1852.

24083. Have they changed since?—They have not changed since, except in one instance, where an old lease fell out about the year 1860, and I made a re-valuation, and added something—I think about 7 per cent.—to the old valuation.

24084. Did you give the parties a new lease?—They are yearly tenants.

24085. Do you think the compensation clauses of the Land Act are sufficient—do they give enough of compensation to tenants in case of their ejectment?—I think compensation ought to be given to tenants who have farms of a valuation of over £100 a year. I think also that the fact of a tenant holding a grass farm ought not to be a reason, *per se*, for depriving him when going out of all or any compensation. It is sometimes a very serious inconvenience to the tenant of a grass farm to have to go out of it. In the case of men holding grass farms of £100 a year and upwards, I see no reason why the tenant does not suffer a very considerable inconvenience on being removed.

24086. You think each case should be taken on its merits?—Just so.

24087. And that in some cases the owner of a grass farm has a fair claim to compensation?—Yes.

24088. Because he has improved?—No; for they are generally very little improved, but because sometimes it is a serious thing for a tenant to have to part with his cattle *volens volens* at a particular time of year, and in that sense he suffers a loss.

24089. Are the tenants generally willing to take leases on the properties with which you are connected?—I don't hear of any propositions being made to them, but I think that since the passing of the Land Act they don't very much care about them, because they might be put out of compensation if they were to take a lease.

24090. That is, they are afraid that they would have to sign themselves out of the Land Act?—I don't hear a word on the part of tenants looking for leases, but I am sure it is owing to that, because the leases would be bad for them.

24091. Do the landlords or the tenants pay the county cess in the case of new lettings?—In any new lettings that I have made—and I believe it is the case of everybody else—all the county cess is put on the tenant.

24092. On a new letting?—On a new letting.

24093. They pay the whole county cess instead of an advance of rent?—Yes; that part of the Land Act has become, I think, inoperative.

24093A. Have you any suggestion to make as to the improvement of the existing law?—I think it would be for the good of the country if the Ulster Custom, or something like it, were established.

24094. That is, security of tenure?—Security of tenure.

24095. And fair rents?—Fair rents.

24096. And valuation?—Valuation either by a Government valuator or arbitration.

24097. Arbitration, you think, could be carried out where differences arise between landlord and tenant?—I really think there ought to be a general valuation put on the country, founded on a really fair valuation of the land, and not in the arbitrary mode in which it was valued by Sir Richard Griffith. Nothing could be more unsatisfactory than it is as a criterion of the value of land.

24098. It is very unequal?—I had the curiosity, on some estates that I have to do with, to compare what I believe to be the real value of the properties with Griffith's valuation of them, and the discrepancy is something perfectly enormous. It is surprising even in the same parish, surprising even in adjoining town lands, surprising even as between adjoining farms.

24099. Do you mean the difference between the rent and the valuation, or the difference between what you value the property at, and the Government valuation?—The difference between the rent and the valuation. The rent is my own valuation, because it is founded on the values I put on in the years 1850, 1851, and 1852. The difference between myself and Sir Richard Griffith is something perfectly surprising.

24100. You were the agent at that time?—I was agent at that time. I have valued a great deal of land from time to time, living in the country and the neighbourhood, and the tenants and the landlords being satisfied with my valuation, it is hard to think that it is not tolerably right.

24101. Is the land you speak of rich grazing land?—Every kind—mountain land, grazing land, rocky land, fattening land, and all kinds of land.

24102. Could you give us a few of the principal cases?—I will give the leading ones. In one town land in a parish, for instance, you should take 25 per cent. off the rent in order to come at Griffith's valuation. In another town land in the same parish you would only have to take off 6 per cent. from the rent in order to come at the valuation.

24103. Is it equally good land in each case?—No: one of them is mountain land and the other is rich land. There are cases in which you have to take off 34 per cent., 25 per cent., and 15 per cent.

24104. The rent is that much over Griffith's valuation?—Exactly. In one town land you have to take off 20 per cent., in another 30, in another 25, and in another 33. These are all in the same parish.

24105. Baron DOWSE.—Is that the fault of the valuation?—Most decidedly it is.

24106. Mr. SHAW.—When was your valuation made?—In 1852.

24107. And Griffith's was made about the same time?—No, it was made in 1839.

24107A. Mr. SHAW.—No.

WITNESS.—It was made in 1840.

24108. The CHAIRMAN.—That was the first valuation.

Mr. SHAW.—That is not the one we had in the poor law books.

The O'CONOR DON.—It was reduced in 1852, but they did not go over the land again; they did it in the office in Dublin.

WITNESS.—It is practically the same. There are cases where the rent is more than Griffith's valuation by 5 per cent., and there are other cases where it is 40 per cent. over it.

24108A. Can you tell us if the difference is greater on the rich land, or on the moderate or poor land? It is greater on the rich fattening land than upon the mountain land. In the case of the barony of Burrin in Clare, which is rocky soil, the valuation is one-third of the letting valuation of the land, that is, every £100 worth is only valued at £33.

24109. But has not the special value of that land been found out since Griffith's valuation—its value as fattening land?—Not at all. On the contrary, it had been known long before.

24110. But it is not tillable land?—Not tillable

land. The valuation of Griffith is utterly out of proportion to the actual value. In buying land, forty years' purchase is given on Griffith's valuation. I bought a property myself for which I gave forty-five years' purchase on Griffith's valuation.

24111. Then you did not take it as your guide?—Not at all. Nobody ever takes Griffith's valuation as his guide.

24112. Do you not know some places where Griffith's valuation is high enough?—On mountains it is.

24113. And on poor lands?—On poor lands.

24114. Take mountain farms?—Mountain farms, and even with respect to them the valuation is something strange. I know two town lands within a few miles of this city mountain land almost within sight of the window—the rent of one of these is £100 a year, and of the other £105. Griffith values one of them at £50 and the other at £100.

24115. The O'CONOR DON.—Do you think the rents are correct relatively?—Most decidedly they are, and the town lands adjoin one another.

24116. Mr. SHAW.—You would not make much difference between the farms?—Only £5 according to my valuation.

24117. The CHAIRMAN.—Do you know if they were valued by different persons?—I don't think they were. I think they were valued by a gentleman named Lynam—a Galway gentleman.

24118. The O'CONOR DON.—Mr. Lynam valued a good deal in Clare?—He did.

24119. Mr. SHAW.—Then you are in favour of extending the Ulster Custom?—I am; and of having a general valuation of lands. It would not be half so difficult a matter as people imagine.

24120. And you are in favour of giving the right to sell to the tenant?—Certainly.

24121. And of selling out large estates held by companies and corporations?—I am. It would be well to have a peasant proprietary in place of such bodies as Trinity College, and according to some simple scheme.

24122. You would help a peasant proprietary that far, but without going to too great an extent?—I was in Germany, and devoted myself to inquiring amongst the German people as to the effects of it, and I think it would be very advantageous to introduce a system like it into this country. I think they would improve their holdings very much.

24123. Do you know any cases where the tenants have purchased in your country?—I do; but the purchases have not been made long enough to enable one to form a correct idea as to the result. In some cases they have done a great deal to improve their farms.

24124. The O'CONOR DON.—Do you know the case referred to by the last witness?—I do. You could not form any correct idea on the subject, for it was mostly a stony district, and where it was not, they have been doing a great deal to improve their holdings certainly. It is in the parish of Inagh, and about there. They have done a great deal to improve it, and it has been certainly cleared.

24125. Mr. SHAW.—You think that is the natural result of the tenants being peasant proprietors?—It is.

24126. And that in all cases the same cause must produce the same effects?—I was very curious in Germany to inquire into it, and I saw cases in all parts of Ireland as well as there. They have the most barren soil on the face of the earth in some parts of Germany, and they have been improving it in a remarkable way.

24127. And you think that the Irish tenants would do the same thing if they were similarly circumstanced?—I am quite sure they would.

24128. You think that this should be carried out through a board established in Dublin for the purchase and sale of estates?—No; but supposing that the Ulster Custom were not acceptable, if a proprietor were disposed to sell his estate, I think it would be

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very advisable to appoint a board that could convey such an estate to the tenantry, just as we bought the tithe-rent charge, which we got without any trouble or expense. They said, "You pay so much a year for fifty-two years, and then all will be yours for evermore." We had no trouble, but only to say yes or no.

24129. The board would stand between the buyer and the seller, and make things simple and cheap?—Yes; and not to be going to attorneys. The poor creatures have no power of going to attorneys.

24130. Baron DOWSE.—In most cases the landlord's title might not be quite so clear as the title of the Church to the tithes?—I know that quite well; but where the landlord chose to sell, and had the power of doing so, it would be very desirable to facilitate such a move, in order to enable him to part with his estate on cheap terms.

24131. Where the landlord had a clear and undoubted title?—Yes. Many a landlord in this country

would be very glad to part with his estate to-morrow, and would try to make arrangements between himself and his family by which it could be done, for I believe a good many of us are tired of our estates. In the case of men like the Marquis of Conyngham, who is going to sell an estate of £10,000 or £15,000 a year in Clare, it would be a great thing for both the tenantry and the landlord to have a board in Dublin which could settle the matter between them.

24132. It would save a great deal of trouble, and give the tenant a better chance of working afterwards?—And give the tenant a better chance of working afterwards.

24133. Are there many resident landlords in Clare?—I think about one-eighth of the income of Clare goes out of it.

24134. Not more than that?—I believe there does more. I am sure there does more than that.

The witness retired.

Rev. Thomas
Meagher.

The Rev. THOMAS MEAGHER, P.P., of Newport, County of Tipperary, examined.

24135. The CHAIRMAN.—Tell us the points you wish to bring before us.—I wrote to Sir George Young for the queries to be answered by farmers; and I had a meeting of farmers and submitted all the queries to them, and from their information I gleaned the answers that I have in this paper. I asked some of the farmers to go before the Commissioners, but they said they would rather I went, and give their answers; so I have them written out.

24136. The CHAIRMAN.—I don't see the use of going into the tenant right of the north. The first query is as to whether outgoing tenants sell their holdings—can you state whether the custom is general, or exists only here and there?—Only here and there.

24137. Mr. SHAW.—Not generally?—No. [Witness

reads.] "Are such sales increasing or decreasing in frequency?—They are increasing."

24137A. Baron DOWSE.—What are these?—The answers given by farmers. They desire me to give them to you.

24138. Baron DOWSE.—I thought you wished to be examined as to some supplemental matters.

WITNESS.—I can give you this paper, gentlemen, if you will take it.

24138A. Baron DOWSE.—Put in that paper now as your further evidence.

WITNESS.—That is quite enough. Here are instances of Griffith's valuation and rent in parts of my parish. [Hands in a document.] The information is not given by myself, but I pledge myself to the accuracy of it.

Mr. Daniel
Barry.

Mr. DANIEL BARRY, examined.

24139. The CHAIRMAN.—Where do you live?—At Derrygreen, in the county of Tipperary.

24140. You are a tenant on Sir Edward Waller's estate?—Yes.

24141. Who is the agent?—Mr. Toler Garvey.

24142. Did he succeed his father as agent?—Yes.

24143. How long ago?—Twelve months ago, on the death of his father. He lives in the King's County.

24144. Is there anything connected with your holding that you wish to tell us?—It is all written in that. [Refers to document.]

24145. Who is John Humphreys?—He is my uncle by marriage.

24146. Did he occupy the holding you have?—Yes.

24147. How many acres are in it?—120 acres 3 roods and 17 perches.

24148. He held under an old lease?—Yes.

24149. For three lives?—For three lives and thirty-one years.

24150. When was that lease given?—In 1826. [Produces it.]

24151. Are the lives in being?—No; the last life died seventeen years ago.

24152. You are now holding under a new lease?—Yes.

24153. When was it given?—In 1870.

24154. Was that after the Land Act?—It was just immediately when the Land Act was going to be passed.

24155. Just before the passing of it?—Yes.

24156. Did those who held before you reclaim mountain land?—Indeed they did; every bit of it he

reclaimed by his own industry and by great expense and labour.

24157. Did he get any assistance from the landlord?—He did not as much as a brass pin. The landlord did not build a house or make improvements of any description.

24158. Did your uncle build the houses?—He did.

24159. Do you know the amount of money he laid out?—It was so much that I could not tell you. At the lowest calculation it was £20 an acre for reclaiming mountain land.

24160. What sort are the houses?—Some of them are slated, and others thatched.

24161. Whatever they are, were they put up by your predecessor?—Yes, by my uncle.

24162. In the old lease what was the rent?—£35, 16s. a year; and then my uncle bought Mr. Keenan's title. He had a rent-charge of £50, and that reduced the rent to £32, 18s. a year. Here is Mr. Keenan's deed.

24163. The rent was reduced by the purchase of the rent-charge?—Yes, to £32, 18s. 6d.

24164. Were some of the meadows taken off?—Yes, about seven years afterwards—at the time he bought Mr. Keenan's title.

24165. Was it when the new lease was going to be given?—Before the new lease was given.

24166. What were they worth?—About £40 a year—8 acres of meadow.

24167. How were they taken off—was it by consent?—No, by the regulation of the agent in squaring the farms. He took it from one and gave it to another, putting the rise of rent on him.

24168. How could he do that while there was a

lease?—He did not do it until the old lease dropped off—until Mr. Smith died. There was a lease for three lives. A man named Richard Smith was one of the lives, and when he died Mr. Garvey took off the 8 acres of meadow.

24169. When did you come in yourself?—Eight years ago.

24170. What was the rent then put upon you?—£35, 16s.

24171. It was left the same as before?—When my uncle lost the 8 acres, the rent was left the same without the meadow.

24172. Nearly the same rent as you paid when you had the meadow as well?—Yes, sir.

24173. Mr. SHAW.—Has the rent been the same ever since?—When the life dropped off, the rent was £32, 18s. 6d., and £35, 16s. was then put on, and is the rent now without the meadow.

24174. That is your case?—I am compelled to pay £33 a year. My uncle was willing to take £20 a year, but the agent, Mr. Garvey, rejected it.

24175. Did you pay any money to Humphreys?—

Yes, £500. There was £350 in solid cash, and £200 worth of cattle given to him.

24176. In the lease is it £35 a year that is reserved, or £26?—£35. The agent has me bound down by deed, with the landlord's name signed to it, to pay Humphreys £33 a year.

24177. Where has he written £26?—That is in the marriage settlement he made with me.

24178. To pay £33 altogether?—£26, and £7 for the grass of a cow.

24179. The CHAIRMAN.—That is only in the marriage settlement?—Yes; it was forced on me by Captain Garvey. He held on agitating until he compelled my uncle to do it.

24180. He would not agree until he saw what the settlement was?—He would not. My uncle would not ask any money except what would please Mr. Garvey.

24181. Had you to look out for meadowing?—I had now and then.

24181A. The valuation of it is £27, 15s.?—Yes. The witness retired.

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Mr. Daniel Barry.

The Rev. THOMAS MEAGHER.

Rev. Thomas Meagher.

24182. I was asked in Dublin about the names of landlords in Newport who raised rents. I said that there were two cases, namely, Mr. Hamilton and Mr. Henry, and that I would give particulars of the ad-

vances. I have inquired since, and found that there was one advance made on Mr. Hamilton's property seventeen years ago, and three advances on Mr. Henry's property since 1855.

Mr. DANIEL RYAN, examined.

Mr. Daniel Ryan.

24183. The CHAIRMAN.—You live at Ballyneen Oula?—Yes.

24184. You are a tenant-farmer?—A small one.

24185. How much land do you hold?—Twelve Irish acres.

24186. What rent do you pay for it?—A gross sum of £36, 7s. 3d. a year for the last twenty-five years up to two years ago.

24187. What do you pay now?—I paid no rent since next November two years.

24188. Was any more rent asked from you?—No; the rent was raised twenty-four years ago.

24189. From whom do you hold?—From a new purchaser that came in over me two years ago.

24190. What is his name?—Mr. Duggan of Tipperary, a local merchant there.

24191. In the town of Tipperary?—In the town.

24192. Baron DOWSE.—You never paid him any rent?—No.

24193. Mr. SHAW.—Does he want to get the farm?—I asked him for a reduction of rent to what it was when my mother was a young widow twenty-four years ago. At first I thought he would give me some consideration. I asked him to the place. I offered him £2, 10s. an acre, and to clear off all rent up to the last gale that was due; but he served me with a writ for possession of the land on the 2d of last June.

24194. The CHAIRMAN.—Did he name any new rent to you?—No; the former rent was what he demanded.

24195. You thought there ought to be a reduction?—I did.

24196. Was it in consequence of the bad times?—Yes, and the rent being exorbitant on myself. My brothers and I had to work on road contracts whereby we made a living. I am a road contractor in the county, and have executed a great deal of heavy work, and by my work outside the place I helped to make my living.

24197. Is your farm near Tipperary?—Within five Irish miles of it.

24198. Mr. SHAW.—Have you no other land?—No other land to live on.

24199. The CHAIRMAN.—You went into the farm in consequence of having your business as a contractor to help you to pay the rent?—Yes; it was upon the contracts that I principally lived. I received a gross total of about £46 last year from the land. Mr. Duggan knows that I am a hard-working man. I offered to let him come on the land with any man, in order to look at it and see if he could accuse me of bad management or want of industry or energy. I ran into debt on account of the heavy rents for the last three or four years, and am considerably in debt to my landlord.

24200. You offered that somebody should come to see what the rent ought to be?—Yes, my lord; and that if they considered the fair value, I would submit to their ruling. I asked no one on my behalf, but that he should bring any parties that he thought well.

24201. And he would not have a valuation by a person to be appointed by himself?—He never came on the land and said he was my landlord.

24202. Has he much property?—He has £51 a year to pay of head rent upon a gross rental of £220. He would have had 8 per cent. on his purchase-money, even after giving a reduction. My farm is on a limestone hill. I have no water for my cattle—not even for a goose—and there is no surface on it. I had to bring road stuff in order to put surface on about four acres of it.

24203. Supposing a tenant on that property under the former landlord, left, was he allowed to sell to somebody coming in?—He was. There was no sale of that kind; but there was one tenant, a very small occupier, who had only 2½ acres of land—reclaimed bog—who was reduced under the old rent, and he sold last winter with the consent of Mr. Duggan; but when the new tenant who bought, came to be approved of, Mr. Duggan would not allow him to have it. He caused another man to pay the same money. I am here to swear that the majority of the produce of that holding, from which that man left, is

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this year not worth the landlord's rent, and the tenant has gone to America.

24204. The CHAIRMAN.—You say that a man bought it?—A man bought it.

24205. The O'CONOR DON.—What did he pay for it?—£35.

24206. How much was the rent?—£4, 19s.; and the crop this year is scarcely worth £4, 10s.

24207. The CHAIRMAN.—Was it put in by the old tenant or the incoming man?—The incoming man has had it since March last, and he put in the crop.

24208. What do you think is the fair proportion of the tenement valuation to the rent?—I have already answered, from £10 to £15 under it. That would not tell well in a tillage country; but where I live it is chiefly pasture land, which has been very much improved since the valuation.

24209. You think it is from 10 to 15 per cent. over the valuation for pasture land?—I think that would be considered fair. Our people are quite reasonable, and willing to pay a fair rent.

24210. And what with respect to the tillage land?—I think it would not come so high over the valuation. From £5 to £10 over the valuation, for it has not been improving so much. When good land is perpetually pastured, it becomes rich and improves.

24211. In answer to the query as to whether distress is resorted to, you say that in the majority of instances the landlord is given possession of the land?—Yes.

24212. Wherever the tenant falls into arrear?—Yes, that is just correct.

24213. Is it because the land would let for more, and the landlord is anxious to get possession of the land in order to let it again?—My experience is, that no matter what cattle you have on the land, the landlord does not look to them, but for possession.

24214. Baron DOWSE.—He prefers ejectment for non-payment to distress?—Yes.

24215. The CHAIRMAN.—In order to get possession?—I cannot account for his ideas; but that is the course he adopts.

24216. Has any other case occurred, of a tenant appealing to Mr. Duggan for assistance?—He is not long there—only two years.

24217. Did the former landlords give assistance?—No, no assistance in that way.

24218. Do the landlords of the county generally give assistance to their tenants for building?—Well, they do not in my immediate neighbourhood; but there are some properties I know of, the landlords of which did give considerable assistance within the last twenty years—properties not in my immediate neighbourhood.

24219. Baron DOWSE.—Where does Mr. Duggan live?—In the town of Tipperary. He is a hardware merchant, but also a farmer, and has a good deal of land, and keeps about forty milch cows.

24220. The CHAIRMAN.—Do you know of any case where the tenant on leaving, and having permission to sell his holding, has not been sufficiently compensated by what he has got for it?—I do. A case of the sort occurred last spring, of which I have perfect knowledge. A near relative of mine, who lived on a property near where I lived, built a slate house and made considerable improvements, although he had no lease. He had a large family, and 20 acres of land at £53 a year. He had the place very well done up. He wanted to sell, and got the consent of the landlord to do so. The landlord consented to make a new lease to the incoming purchaser, but the landlord was to get £100 himself of the money, in consideration of making the lease.

24221. Over and above any rent that was due?—Exactly so. Well, they failed in the first sale, for where there is the name of a close landlord, who presses for severe rents, very few purchasers will come, for the principal thing looked to is the fairness of the landlord and what the land is known to be. In this case very little was offered for the farm.

Then the landlord reduced privately his demand to £75, and subsequently to £50. The tenant got about £400 by the sale; and when the landlord was paid the arrears of rent and the £50 in addition, the buildings which the outgoing tenant had made very nearly covered all the rest. He had built a new slated house at his own cost, and drawn and paid for stones for it at a great expense.

24222. But that was not compensation in Court, but by arrangement?—It was by arrangement.

24223. It was not a land claim?—It was not. It was an arrangement between landlord and tenant.

24224. Have you known any case in the Land Court where the compensation has not been sufficient?—No case of that sort has occurred in the locality.

24225. Have there been in your neighbourhood any purchases by tenants of their holdings?—There have been some.

24226. Do you think that the tenants from year to year in your neighbourhood are as well off as those who have leases?—I think they are at present better off.

24227. How do you think the purchasers are getting on?—I think they are getting on poorly, my lord. I have no doubt that they are getting on poorly.

24228. What is the cause of that?—As well as I am able to say, it was this—that they had to borrow the third of the purchase-money, which according to the clause the tenant is supposed to have; and at that time they did not expect the failure of crops and great depression that occurred during three years; and they had afterwards to borrow money from banks, private individuals, their landlords, and friends.

24229. To make up their share of the purchase-money?—To make up their proportion of it. Whatever interest they will have to pay on the money they borrowed from the Board of Works, will come very hard on them in consequence of the failure of the crops, and so on. I am satisfied that the present generation won't be much benefited by it, though they are not complaining. They feel more secure—more safe—and they are not grumbling, but I know they are not at present better off.

24230. There is a clause in the arrangements for these sales against subdivision—isn't there?—Yes.

24231. What do you think about subdivision?—The answer I have already given to that is, that I think it would be useful to a certain extent if subdivision were allowed. I know a good deal about labour, on account of my connection with road contracts and heavy work of that nature. I pay a good deal annually for labour, and have to deal with men for sums of 1s. and 6d., and have a knowledge of labour in that way that I would not derive from any farm. I know that the children of the small farmers are far and away better workers than any others throughout the country; they are reared to hardy industry by their parents; and on that account I have mentioned that it would be useful to allow subdivision to a certain extent, where the landlord should see reason for it, and think that the people were industrious and thriving.

24232. That is in case the landlord did not object to the size of the proposed holding?—I refer to an agreement between the landlord and the tenant on the subject.

24233. To what extent would you allow subdivision, and do you mean it with respect to labourers' holdings only?—I do not refer to labourers. I think it would improve the country if it were allowed to a certain extent, where the farms are of considerable size.

24234. What would you make the smallest farm?—I would say 15 acres—that is, if the land was good. Then, if the rent were reasonable, an industrious family could live very well—a man could rear up his family as useful members of society.

24235. Mr. SHAW.—Upon 15 Irish acres?—Certainly; I don't mean anything else.

24236. The CHAIRMAN.—Can you tell us anything about the condition of the labourers, as you see so much of them; are they pretty comfortable?—They are not very comfortable. The labourers themselves are very good—on an average they are very fair working people, but their children are not so much so, because they are in those villages and places. They go into company with each other, and they don't go in for hard work the same as their fathers do. They are reared up with their mother or some members of their family, who go begging through the country, gathering potatoes and alms, and they are more or less reared to idleness.

24237. Is that from their being in the towns, or from their not having work to attend to from an early age?—I think it is from their being grouped in the villages.

24238. If they had gardens attached to their houses, do you think they would begin to learn to work early?—I have no doubt they would, if they were away from company of their own class and mixed with the farming classes. In the villages they don't go in for work at all, but grow idle, and more or less join the army. A great many men from the villages joined the militia last year rather than work. The children of the labouring classes don't go in for work.

24239. Do the farmers in your neighbourhood employ the labourers all the year round?—They did not for the last three years. They could not afford it. They were driven to great straits between the shopkeepers and the landlords. They went into debt in order to pay the landlord's claims. The prices last year were very bad. The produce of the land generally has failed very much. Last year and the year before I got but two firkins of butter from each cow; and in the time of my father, when the land was not as good, there used to be three got. The climate is changed. In the months of May and June there is no growth of the grass, and there is something poisonous in the air.

24240. Mr. SHAW.—But the two firkins of butter bring as much money now as three did in old times?—In old times.

24241. Still you would rather have the three?—The want of the potato crop, I would be prepared to swear, is the principal cause of distress in Ireland.

24242. How do you account for the falling off of the produce of the land?—In this way, that the pasture land does not yield so much grass.

24243. And the climate has changed?—There is a biting cold in the summer season; and at four o'clock in the morning, when the farmer goes out, he finds the cattle by the sides of the fences.

24244. The CHAIRMAN.—That lasted until very late this year?—It did. I had two acres under potatoes last year, of what I would call good land. It was a second crop. I gave the land plenty of manure, and I had to give bread to the men while they were digging the crop out; and calculating all the expenses, including that of digging the crop, it was not worth the trouble of raising. And nothing would keep the weeds out after the crops failed.

24245. You say that you offered Mr. Duggan the option of bringing a person to value your holding. What is your opinion on the question of having impartial valuations?—Of course I have only given my opinion on the case as a humble, hard-working man.

24246. We should like to know what means you would propose as a hard-working man for settling that question?—What I have already stated is that one arbitrator might represent the landlord's interest in the farm; another the tenant's interest; and a third the State. I don't know whether that would be possible or not, but according to my idea it would be nearest approach to a settlement.

24247. You think that the Government ought to be represented by somebody, because the Government

have an interest in the welfare and comfort of the people?—I do, my lord, on that ground.

24248. Mr. SHAW.—That would satisfy the people generally, you think?—Yes; it would satisfy the people.

24249. The CHAIRMAN.—In such a valuation you think that the landlord and the tenant ought to come forward, and there and then claim any improvements that either of them had made?—I think it would be only fair that if the landlord had improved the property, or helped to build houses, or make drains or fences, or anything else, that should be taken into consideration in settling the rent.

24250. And the award of the arbitrators in that case should be final and binding upon both?—Yes.

24251. Do you think that, so long as the tenant paid that fixed rent, no man ought to have the power of removing him?—Yes.

24252. If he failed to pay the rent, you think he should have the right of free sale, with certain conditions on behalf of the landlord, as it would be unjust to have one bad tenant following another on the same farm?—Yes.

24253. That is, you would give a veto against anybody that there was fair ground for objecting to?—I would freely. If a landlord finds that an industrious man will give as much as a man who is not, and would be a bad tenant, he ought to have a chance of putting the industrious man into the place.

24254. The O'CONOR DON.—With regard to your own case, I don't understand your position. You say you have not paid rent for two years. Have you been served with an ejectment, or has any other proceeding been taken against you?—Yes; I was served with a writ from the superior courts on the 18th of last June for possession of the farm. My brother and I live on the farm, neither of us being married. On being served with the writ by the plaintiff's solicitor, I went to Dublin, on the 28th of June, and asked the solicitor who had the carriage of the sale of the property to request the judge of the Court to give me time till the fall of the year, in order that I might be able to raise a crop, as it was milch cows I had on the farm. I had it in such an improved condition, that I defy any man to say that I had been indolent or backward. I asked the favour of time, as it would have been bad for the landlord as well as the tenant that I should be put out without being allowed to sell my cattle. The solicitor did not grant me that favour. I went to another solicitor, Mr. Thomas Vincent Ryan, of 35 Stephen's Green, who represents a Limerick firm, and he recommended me to go before this Royal Commission. He has written to Mr. Duggan's solicitor, stating my case and requesting a settlement, but has got no reply as yet.

24255. Baron DOWSE.—Did you put in a defence?—I did.

24256. Did they ever go to trial, or did they mark judgment, or what? how has the case been hanging over since the 18th of June?—My brother was served with another writ, and I wrote to the solicitor, who told me he had put back the proceedings until November. Since then he opened a negotiation with Mr. Duggan's solicitor, but have not heard about the case for the last two months.

24257. The O'CONOR DON.—Your complaint against Mr. Duggan is that he has not reduced the rent which he bought in the Landed Estates Court?—Yes; he had an intimation that the land was 20 per cent. too dear; and he knew from me, previous to the sale, that there would be difficulty in my continuing to pay the old rent, and that we were bound down and in debt. An old lady, the former landlady, who had a miserable annuity, was on the brink of death.

24258. Baron DOWSE.—Where was the case to be tried?—In the Dublin Courts.

24259. Well, he has not been very active against you?—Oh, I am making no complaint against Mr.

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Duggan! It is not with respect to my own case personally that I appeared here at all, but because the gentleman in Dublin recommended me to come here and state my case, and give whatever information I could to the Royal Commission as to other properties. It is in that sense that I came, for I have no doubt that Mr. Duggan will kindly settle my case still—I really hope he will. But previous to Mr. Duggan having anything to do with me, we suffered the greatest hardship from landlord oppression, as I can tell you, if you will allow me to do so. After my father's death, in 1851, my mother was crushed and compelled to yield to a rise of 15s. an acre on the same farm, she having nine young

children. A house was taken from us by the landlord, which was afterwards levelled and the ground added to another man's holding, although we pay rent for it still. I suppose £50 would not pay my brother and I for the work we did gratuitously; and a sister of mine was compelled to make butter for the landlord, from twenty cows, without fee or reward, in addition to the rise of rent.

24260. Mr. SHAW.—What was the name of the landlord?—Mr. Bradshaw. His lady married a Mr. Rogers; and it was on her death that Mr. Duggan came in.

The witness retired.

Mr. MICHAEL FITZGERALD, examined.

Michael
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24262. The O'CONOR DON.—You are a tenant farmer?—Yes.

24263. How many acres do you hold?—Between 300 and 400.

24264. Who are your landlords?—Lord Monteagle, Lady Louisa Fitzgibbon, and Mr. Robert Hunt.

24265. From which have you the largest holding?—I think from Mr. Hunt. I have about 140 acres from him.

24266. Have you any particular complaint to make as to your own case?—I have.

24267. What is it?—In the case of the holding from Mr. Hunt, I complain of the exorbitant rent.

24268. What rent do you pay him?—£310 a year. The poor law valuation of it is £170.

24269. How long have you been paying that rent?—The holding came to me on the death of a brother-in-law, who left it to me by will. I have been tenant for the last four years. The rent had been paid for ten years previously.

24270. For about fourteen years, then, the land has been paying that rent?—That rent.

24271. What had it been paying before that?—I could not tell you. The land was in the hands of the landlord for some time.

24272. It was let fourteen years ago?—Yes.

24273. What were the circumstances under which it was then let?—It was let on a lease for ninety-nine years to my brother-in-law at that rent.

24274. And he took it voluntarily at that time?—He took it voluntarily.

24275. He was not the tenant before that?—No, he was a young man that wanted land.

24276. The CHAIRMAN.—Where does Mr. Hunt live?—He lives on the estate.

24277. The O'CONOR DON.—Have you any other complaint to make?—The rent has been strictly enforced against me, when I did not make within £150 of it for the last two years. A river runs through the farm, which floods a great portion of it. That could be amended for a mere trifle; and I asked the landlord to give me something towards doing it; but he not only refused that, but also declined to give me the use of his name in order to get money from the Government for the purpose, although I would have paid the interest on it myself. I consider that a hardship. I would have surrendered the holding long ago, only that I am hoping for legislation which will settle the matter. I am a collector of taxes and of poor rates, and have good opportunities of knowing what rents should be.

24278. Do you think that if the river were drained the land would be worth the rent?—I don't think it would—that is, that a man could live on it. I don't live on it.

24279. Then what induced your brother-in-law to offer for it?—Well, of course, the depression of the times is to be taken into account. When my brother-in-law died he was considerably in my debt, which was the reason why I took the place at all. He owed me £340. He left me the farm, and discharged

some other incumbrances that he owed; so that brought me into it. I never would have taken it at all, only for that.

24280. Did the landlord assign any reason for refusing to allow you to borrow money?—That he would not borrow money at all.

24281. But with such a term in your lease, could you not have borrowed it yourself?—I could not when the poor law valuation is so much below the rent. The rent should be below the poor law valuation in order to enable you to get the money on your own hook.

24282. Mr. SHAW.—How much of the term has to run?—About eighty years.

24283. You could borrow the money yourself?—I think not.

24284. Did you try?—My impression is that I could not. I heard that from a lawyer.

24285. The O'CONOR DON.—Have you anything to say as to other landlords?—Very little. On Lord Monteagle's property the rent is strictly enforced against every one of us.

24286. They have not been raised?—They have not in my case.

24287. Since when?—It is not his *bona fide* estate. He only rents it himself, and has a profit rent from me. He rents it from Colonel Bateson. I took my land in 1854, and he never raised the rent since. But there are other grievances in my neighbourhood to which I wish to draw attention.

24288. Is the sale by tenants of their interests in their holdings allowed generally in your district?—They get permission sometimes from the landlords. Very few tenants sell out except those who are broken down, and they get permission from the landlord to sell if they can realize anything by it; but generally an advance of rent is put on before they sell.

24289. What are the other cases which you wished to mention?—There is a small property in my neighbourhood, belonging to a Mr. Sayers, on which the people seem to be terribly aggrieved. He lives in Dublin. This property was sold in the Incumbered Estates Court in 1850 for £960. The first tenant on it is a man named Barrett, whose rent was raised in 1854 from £14, 15s. 5d. to £33. At the same time he got a twenty-one years' lease, on the expiration of which his rent was raised to £50.

24290. Mr. SHAW.—How many acres had he?—It is a mountain farm; and the poor law valuation in none of the cases is equal to the original rents. In the case of another tenant, named Geoghegan, the rent was raised from the same figure to £28, 8s. 5d. in 1854, and in 1875 to £39. John Normile paid a rent of £22, 3s. 2d., which was raised to £33 in 1854, and to £50 in 1875. Andrew Ruddle paid £16 in 1850; it was raised to £19, 15s. in 1854, and to £29 in 1875. Bridget Magneth paid £14, 2s. in 1850; it was raised to £20, 10s. in 1854, and to £28 in 1875. John Normile paid £18 in 1850; it was raised to £36 in 1854, and to £47 in 1875. Patrick Normile's rent was raised from £31 to £50 in 1854.

and to £80, 17s. in 1875. Besides that there was a mountain attached to the different farms, which he took from them and let out to tenants at various rents for thirty-one years. Now the first ten years they have to pay 10s. an acre; for the second ten years, 15s. an acre; and for the last eleven years, 20s. an acre. He set parts of this mountain to a man named Tilahoon for £15; to Patrick Barrett, for £7, 10s.; to James Long, for £15, 10s.; to James Kenelly, for £3, 10s.; to Patrick Dalton, for £3, 10s.; to Thomas Connors, for £3; and to Patrick Grady, for £3. The whole mountain is valued at £2, 10s.

24291. The O'CONOR DON.—Is he his own agent?—Mr. Brown of this town is his agent. He has ejected some of the tenants. Patrick Normile, whose rent was raised from £50 to £80, 17s., was not able to pay it, and refused to do so, and was ejected. Before he was ejected he offered to leave the matter to the agent, but the landlord refused. Normile sought compensation, and got £187.

24292. For improvements?—For improvements.

24293. What has been done with the farm since?—It is there lying idle. Never a tenant has been got for it since. Nobody could be got to take it.

24294. Where is the land?—In the parish of Kilfergus, bordering on the county of Kerry.

23295. Have you any other case to mention?—Well, I think these are the most important cases.

24296. Do you know anything of tenants purchasing their holdings?—Nobody in my neighbourhood got the opportunity, except one man named Shaughnessy. I think I detailed the case in the form I sent to the Commissioners.

24297. Has he been getting on well since he purchased?—Very well. He got a loan from Government to draw it, and is making vast improvements.

24298. Do you think there is a general desire amongst occupiers to purchase their holdings if they got the chance?—No question about it. Every man is desirous of purchasing his holding if he only gets the means of doing it.

24299. Do they think they would be able to furnish a proportion of the purchase money?—I think several would. I don't say that all would. Several are very poor on account of the times, and what they have gone through; but several would.

24300. You state that in your opinion fixity of tenure, fair rents, and free sale are the true solution of the land question?—My own opinion is that that would satisfy the people. Some might not be satisfied with it, but I fancy myself that it would be a fair settlement of the question.

The witness retired.

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Mr. MICHAEL MEEHAN, examined.

Michael
Meehan.

24301. The CHAIRMAN.—You live at Holycross, Kilmallock?—Yes.

24302. You are a poor law guardian?—I am of the South Suburb Ward of the Limerick Union.

24303. You hold 160 acres?—In different farms.

24304. Is there anything relating to those farms that you wish to bring under our notice?—Yes.

24305. Whom do you hold under?—Under Captain Gloucester, in the South Suburb Ward. I intend to confine my evidence to that ward.

24306. How many acres are there in that farm?—Thirty in the Liberties, but not all in that farm; there are only ten in it.

24307. Whom do you hold that from?—Captain Gloucester.

24308. Is it quite close to the town?—Just so.

24309. What is the point you wish to mention in connection with it?—I will commence with an adjoining property, because the rents were first raised on it, and they followed along into the city. The property to which I refer belonged to the late Sir Matthew Barrington, is situated within two miles of the city, and called Dumballa. It was sold in the Incumbered Estates Court. I don't hold on that.

24310. In the meantime, what happened there was followed in your case?—Quite so.

24311. What was it?—The tenants on some of that property held at £2, 10s. an acre. The purchaser put the rents up to £4 an acre, and £10 an acre fine.

24312. Mr. SHAW.—On the existing tenants?—On the existing tenants.

24313. When was that?—I cannot say whether it was in 1862 or in 1858, but it was at either of those dates.

24314. Was the same course followed in your case?—The next property adjoining that consists of Inchmore and Boraheen—two townlands. It was brought into the Incumbered Estates Court, and before it was sold Admiral Evans and Captain Evans raised the rents 10s. an acre.

24315. The CHAIRMAN.—From what sum was it raised?—From £3 on Inchmore to £3, 10s., and from £3, 10s. to £4 on Boraheen.

24316. Previous to the sale?—Yes.

24317. Mr. SHAW.—How long is that ago?—Something over eighteen years ago, as far as I can

say. It was purchased by Captain Gloucester for about £6800. He sent his land bailiff round, and insisted on a rise of 10s. an acre on both townlands.

24318. The CHAIRMAN.—Did your brother hold from him?—Yes; he put £1 an acre on him, as he was not living on it, which £5 I am paying to this day.

24319. How was this increase imposed on the tenants—did they agree to it?—They were obliged to do so. Captain Gloucester sent his bailiff round to them in order that they might sign the proposals.

24320. They were afraid of ejectments if they did not agree?—Certainly. I may state that Mr. Evans insisted on their paying the rent without giving them any notice at all—that they should get the increase of rent, or the tenants should give up the lands.

24321. Mr. SHAW.—Were they small or large holdings?—Well, rather small. Some are 10 acres. One poor widow has 14—that is about the largest.

24322. Near the town?—Yes.

24323. The CHAIRMAN.—Were the tenants living on the holdings in this case?—Certainly.

24324. Mr. SHAW.—And living by them?—And living by them.

24325. The CHAIRMAN.—What have you to say with respect to the property of Bawnmore?—It belonged to my late uncle, who took it in 1848, and paid £200 fine. It contained 47 Irish acres, and the rent was £200 a year, or £4, 5s. an acre. The previous tenant owed money, and my uncle got the preference then. His cattle died in 1857, and he applied for liberty to break up parts of the farm, but it was refused him unless he paid a fine of £200, took a lease for eleven years, and bound himself to lay it down in a husbandman-like manner. He took that lease in 1857, and paid the fine.

24326. What happened when the eleven years expired?—The original rent of £200 a year went on. He thought he was badly treated, and Mr. Fitzgerald said a fine could never be put on. It went on until 1872 or 1873.

24327. What happened in 1872 or 1873?—The agent died, and my uncle died in the same year; and a new agent came in, and served us with a notice to quit unless we submitted to a further increase of 15s.

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an acre, making the rent £5 an acre; which we had to do.

24328. Who is the agent?—Mr. Sidney Cox, of this town.

24329. Is it far from the city?—In the South Suburb Ward—about two miles out. At the time my uncle died I was managing for him, and I offered Mr. Cox the land back if he would return £400 which had been spent on the land to my uncle's widow; but he refused to do so.

24330. Is there a good house on it?—Not a house at all, except a herdsman's house. It is an accommodation farm for grazing purposes.

24331. Did she continue to live on the holding?—She never did live on it.

24332. Does she continue to hold it?—She holds it up to this. She has given it now to her grandson.

24333. Did she take a lease?—She was obliged to take a lease for thirty-one years. The lands would have been surrendered last year, except for the expectation that relief would come from the Royal Commission or some quarter.

24334. You say that this led to something of a corresponding nature on your own holding?—Yes.

24335. What happened in your South Suburb Ward holding?—An increase of £5 was put on my brother. My rent had been raised some years before.

24336. Mr. SHAW.—Is it very prime land?—Well, it is a good quality of land.

24337. But the rent is excessive?—Oh dear, certainly! It was an accommodation to my uncle, because he had fifty-six milch cows.

24338. The CHAIRMAN.—Is it the competition for the land that runs the rent up so high?—There was no competition at all. It was the act of the agent, who put 15s. an acre on the existing tenants. There was no freedom of contract—either submit or walk!

24339. Would the agent have been able to let it again at that rent if the tenant had refused to pay it?—I could not give an account of that. He might

in some way; but that has nothing to do with the value of the land.

24340. Do you think that value could not be made out of it?—I do—I swear that. The grandson of my uncle was to have surrendered last year.

24341. There is a property called Rathbar belonging Mr. Worthington?—Yes.

24342. It was formerly the Percy estate?—Yes.

24343. What happened there?—He purchased a small holding, together with the head rent on other properties. He is a solicitor in Dublin. There are three small holdings. These poor people pay £4 an acre.

24344. What are their names?—Ryan is the name in a letter, to which I will confine myself.

24345. Were there not two Sullivans?—Two Sullivans and one Ryan. The witness read the following letter:—

Dublin, 25th of March 1870.
16 Fleet Street.

Mr. Patrick Ryan.

SIR,—Your land and house is certainly worth more than your present rent. On the rental it was set forth that the rents could be increased, and Mr. Percy has told me that £5 per acre is paid to all adjoining landlords (that is, my landlord), and I have surely a right to expect the same. I wish to come to a fair understanding, so as to get on satisfactorily.—Yours faithfully,

P. WORTHINGTON.

24346. The O'CONOR DON.—Were the rents raised?—Five shillings an acre and five shillings afterwards for the houses.

24347. Is that within the borough of Limerick?—No.

24348. The CHAIRMAN.—Did they all agree to the increase?—They were obliged to do so.

24349. Mr. SHAW.—He had purchased in the Landed Estates Court?—Yes.

24350. It was stated in the rental that the rents could be raised?—He states it. But it was never in the rental. It was too high before. It was cruelty to put it on.

Michael
Stritch.

Mr. MICHAEL STRITCH, examined.

24351. The CHAIRMAN.—Do you live at Clonlara?—Yes.

24352. How far is that from Limerick?—About three miles and a half.

24353. How many acres do you hold?—Ninety or ninety-one—all from Mr. Edward Joynt.

24354. What rent do you pay?—£160 now.

24355. How long have you been paying that?—I have been paying it since 1858 or 1859.

24356. Was this a part of Sir Mathew Barrington's property which was sold?—It was.

24357. Who bought it?—Mr. Edward Joynt bought it in 1856. The rent previously was 14s. an acre, but when it went into the Bankruptcy Court the rent was raised to 21s. 6d. or 22s., in order to cover a debt. Joynt bought it at 21s. 6d. or 22s., making the full amount of the rent £90. Then he doubled it, and I have his receipt for it.

24357A. You say that he took off £20?—He took off £20 after one year when he found that we were unable to pay it, and were going to leave. That left the rent £160, which has continued to be paid up to this day. Of course we can't pay it now.

24358. Had it been in your family for many years?—In it time out of mind; and I don't know when the first of us came into it. I should remark, with reference to the doubling of the rent, that he gave 9½ acres of marsh with a little river to us, which is included in the doubled rent.

24359. Baron DOWSE.—What is the value of that?—The value of it is very little. There was about 43 acres more along with those 7 acres; and I could swear that the 7 acres were more an injury than any-

thing else, for we not only made nothing of them, but our cattle died.

24360. Is it on the banks of the Shannon?—On the banks of the Shannon. It is a bit up from the Shannon, but there is a dead flat between them and it.

24361. Where does Mr. Joynt live?—At Cappagh House, Askeaton, in the county of Limerick.

24362. The CHAIRMAN.—When did the doubling take place?—In 1858. I have the receipts here.

24363. Were you able to live on it in the good years?—Of course there were two or three years in which a man could pay the rent, but those were all the years in which we ever made the rent. We have another property worth £35 or £40, but all that we could make of that and all our labour is gone; and there is a year's rent due, for which, I suppose, he will sweep away all our effects, for we have no way of protecting ourselves.

24364. Mr. SHAW.—Did he make you any allowance in the bad years?—Twenty per cent. on half a year's rent, and served us with a writ. He took £3, 7s. 6d. for rates out of the 20 per cent.

24365. The CHAIRMAN.—Was there any ejection on the estate?—There was a man ejected. I am told he is outside.

24366. Who is he?—His name is Doheny. He was evicted last April, with ten young children.

24367. Mr. SHAW.—How much property did Mr. Joynt buy there?—About 220 acres.

24368. Did he raise the rents on it all?—He did.

24369. In the same way?—There is no one now on the estate who was on it when he came in

except ourselves. All the others were turned out, and other tenants came in and paid the high rents. A man named Hannan came in in 1865 instead of Molony, and a couple of other tenants. Doheny is ejected now. He had his holding when Mr. Joynt came in.

24370. The CHAIRMAN.—Doheny was ejected last December?—Or in May—I am not sure which.

24371. The O'CONOR DON.—Is he out of the holding altogether?—Out of it.

24372. Mr. SHAW.—For non-payment of rent?—For two years' rent.

24373. Baron DOWSE.—Hasn't he got six months to redeem?—I don't know. He and his ten children were put out on one of the wettest days that ever came, and the house was taken down.

24374. Did any of them go back?—They went back the first time, and then he put them out a second time, and tore down the house.

24375. The CHAIRMAN.—The first time was not the wet day?—No.

24376. Baron DOWSE.—Well he did not cause the rain on the wet day?—Well I suppose he did not.

24377. The CHAIRMAN.—Has it been taken up by any tenant now?—No, it is there idle.

24378. There is a time for redemption up to the 17th of December?—I don't know.

24379. Baron DOWSE.—Six months from the time he was put out?—He is not able to redeem much, poor man.

24380. Mr. SHAW.—He won't be able to get back?—Not at all. He came down fourteen or fifteen years ago for the March rent; and since then he has been struggling. He had to go to a loan office and pay 30 or 40 per cent. for money.

The witness retired.

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Michael Stritch.

The Earl of LIMERICK, examined.

The Earl of Limerick.

His Lordship, addressing the Commissioners, said—I commence by saying that I wrote in deference to Her Majesty's Commissioners, as they were coming here, to say that I would be happy to give them any information in my power about the state of land tenure in this part of the country, and about the Land Act. As regards myself, I have had no case whatever under the Land Act of 1870, so that I cannot speak from personal knowledge of where the Act pinches in any way. Some small matters have struck me as regards the details of the Land Act. I had the honour of being in Parliament when it was passed. I was not opposed to the principle of the Act; the part I took rather concerned its details. My impression as regards that Act is, that possibly what we did not go far enough in was in establishing what I may call more certainty of tenure. Possibly more might have been done in the way of encouraging leases for a satisfactory length of time. I myself, on my own property, am always ready to grant leases to any tenants, and a good deal of my property—the greater part, in fact—is held under lease.

24381. The CHAIRMAN.—What is the acreage of your property?—The acreage in the county of Limerick that this inquiry would concern—the agricultural holdings apart from the town holdings, for the greater part of my property is down about Bruff—is, in round numbers, about 2500 Irish acres. The greater part of that—not the greater number of holdings—but the greater part of it is held under lease. They are old leases; and I have always been ready to grant leases whenever the tenants apply for them. Excepting of course very small holdings, which can hardly be called agricultural, because they are not such as a tenant could live on without other occupation; what I thought at the time of the Land Act and since was, that possibly more might have been done to encourage leases. I always thought that uncertainty of tenure was a considerable difficulty; landlord and tenant were not at one as to what the tenure was. It was uncertain, from there being no written covenants.

24382. What length of lease would you suggest?—When I say "substantial leases," I mean that I think a lease for thirty-one years is a reasonable lease of a holding. I should think it a fair agricultural lease.

24383. We hear that tenants generally throughout the country are not willing to take thirty-one years' leases?—I must say, I think that since the Land Act there has not been the same disposition to take leases that possibly there was before it; but at the same time I believe leases to be the most satisfactory system of holding.

24384. In what way would you have encouraged leases under the Land Act?—I have thought of

many ways, but it is very difficult to state exactly the best way of encouraging leases. Of course, you can encourage them by making it for the advantage of both the landlord and the tenant, that they should hold under a written agreement rather than under an implied one. In what way that might have been done it is rather difficult to say.

24385. Baron DOWSE.—Are you aware, Lord Limerick, that the Land Act did provide for the case of leases for not less than thirty-one years? After the passing of that Act a tenant holding under such a lease could not get compensation for disturbance, although he could for improvements.—Yes, I know that. I know that the Land Act did do that, but still I don't think that is an inducement.

24386. What I understand you to mean is that it should have been put more in the foreground of the Act?—More in the foreground of it. There should have been a simple parliamentary lease given—one not fettered with too many conditions.

24387. A statutable lease?—Yes. Many tenants won't go to the expense of a lease. If there were a cheap statutable lease not fettered with too many conditions established, such as it would be for the advantage of both the landlord and the tenant to take, it would be more desirable than the present uncertainty of tenure.

24388. Would you enable tenants for life to make it, and persons in the ostensible ownership of land?—I would. I think it would be very desirable that they should have the power to do so. In fact, I would almost go to the extent of giving tenants for life—with the consent, to be obtained cheaply, of the Court, so that the remainder man might not be injured—the power of giving even a longer lease than thirty-one years, the landlord to have an inducement to it by taking a fine; but nothing approaching the old peppercorn leases, by which the tenant for life took a large fine, and the remainder man was injured. Still something might be done under the control of the Court.

24389. A fair lease at what is called an improved rent?—A fair lease at a fair rent, but not an extreme rent. If Parliament could devise any means of doing this, it would be an advantage.

24390. In the event of a difference occurring between the landlord and the tenant as to the rent, how would you fix it?—That at present is the difficulty. Of course, you might have a periodical valuation of lands and State leases.

24391. Supposing the tenant says, "I am willing to pay so much," and the landlord says, "I want so much," and that they cannot agree, would you see any objection to a public functionary, indifferent between the parties, fixing what the fair rent should

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be?—Well I am hardly prepared to say that I think that would be desirable now. Of course, it is one of the most difficult questions at present arising.

24392. You know that at the present time a great number of persons—I don't mean in your position—but a great number of proprietors are asking more for the land than it is fairly worth?—I believe that that may be so in some cases, but not in the majority. Possibly it may be so.

24393. What would you do with such persons?—Of course, that is the great difficulty. If the State once takes into its hands the decision of what the rent should be, of course the present occupation of the farm by the landlord is varied.

24394. Suppose the State does not undertake it—suppose that the landlord names one person and the tenant another, and that they choose a third as an umpire, the State not interfering at all?—Still it is—

24395. It interferes with the landlord's authority?—It interferes to a certain extent with freedom of contract, I think.

24396. The CHAIRMAN.—It is hardly freedom of contract to the tenant if he has to take whatever rent is named to him by the landlord?—Oh, of course, I should not say that it is. It is a difficult question. He is not theoretically bound to take whatever rent is offered to him.

24397. But practically?—Practically; unless he leaves he will have the full value of his improvements.

24398. On your property you don't turn anybody out that pays the rent?—No.

24399. Then, practically, you give fixity of tenure?—Practically it is. Whether it would work satisfactorily if it were compulsory is another thing. Of course, that is the difficulty. I think it is an open question. I should say, then, in going that extreme length, that I think it is an open question hereafter whether it is not a necessity to have a revaluation of holdings—a periodic revaluation.

24400. Would you hold that, then, to be a test of the rent?—And the State having had a revaluation—for I can say nothing of the present valuation; I believe it to be valueless—whether the State might not then say, if the rent exceeded a certain per centage over that valuation, that the tenant might, in case he was evicted for non-payment, make a claim for disturbance which the Chairman might consider equitable—that is open to my mind as possible. I think that is extreme; but still, if a fair valuation were made,—which does not exist now,—I think that would be a possible solution.

24401. Do you think the Land Act has worked pretty well on the whole?—I cannot speak of its working, because, as I have said, I have had no case under it, so that I don't know. I go entirely with the Land Act in its protection of all the tenant's improvements—all permanent improvements which he has made, and by which he has raised the value of his holding. I think that if that is evaded in any way, the Land Act should be amended to that extent. There are some little details about the Land Act that I think work harshly both on the landlord and tenant. I have put down one or two of them. There is one which I think the learned Judge, who is a Commissioner, will understand technically far better than I do. Where it happens that a tenant dies without leaving any will, this hardship arises, that neither the landlord nor the family of the tenant can designate exactly who the fresh tenant is to be. The interest, or whatever it may be called, in the holding is personalty, and therefore divisible amongst all the children. I have found within my own experience some very hard cases arising out of that. I know one case in which the tenant was a very old man. His son had received money, and gone to America. The daughter lived with the father for many years at home, and married. The father became imbecile, and the daughter and her husband became the tenants. Shortly before the father's death the son

came back, and claimed a share of the farm, which he was perfectly entitled to. I think the Land Act made personalty of that which was not so before, because before it the landlord could arbitrate between them, and settle who should be the tenant, and what should be paid to the other members of the family. But now, in many cases on my own estate we have to enter in the rent book the 'representatives of so-and-so;' and in the case of a farm which might be well able to support one family there are two or three families, sons and daughters of the original tenant, who practically sub-divide the farm, though still it is entered as one in the estate book. The result of this is, that when the rent becomes due each one does not like paying more than his own share, and tenders, perhaps, the half of it; and if the others are not able to pay, you have to proceed against the whole holding, and serve ejectments upon all. If there could be any cheap jurisdiction by which the Chairman, or any other judge, on the application of the families themselves or the landlord, could assign the farm to one person, on his compensating the others to the extent of whatever might be fair, I think that would be a very great advantage. The only other detail of the Land Act that struck me as possibly requiring amendment was,—as I understand it,—that if the landlord erects labourers' cottages for labourers not in his own employment, they, as regards him, are agricultural tenants and not labourers, and so he is deterred from doing so, because the holdings come under the Land Act.

24402. If they are more than a quarter of an acre?—Yes. A quarter of an acre is not a large amount. I think it would be well to benefit labourers as regards their cottages,—although they might not be labourers in the employment of their landlord who lets the cottages to them,—by extending those provisions.

24403. Baron DOWSE.—There may be a good deal in what you say. Sub-section 2 of Section 15 refers to labourers, but to labourers working for the owner of the cottage?—So I have been advised. If I were to erect a series of labourers' cottages with half an acre of land to each, if they were not in my employ I should not be able to treat them as labourers; they would be, *qua* me, agricultural holders, and would come under the Land Act.

24404. The CHAIRMAN.—The only thing is, that if they ceased to labour, the compensation under the Land Act would only be a small amount, so that the disadvantage would be very little?—It might be something.

24405. Baron DOWSE.—What I understand Lord Limerick to say is, that he would rather pay no compensation at all?—I build labourers' cottages for my tenants in the neighbourhood. It is better that they should hold direct from me. But if any of these men cease to act as my labourers, and if I evict them, I am considered liable to all the odium of a capricious eviction. I look on the odium as almost worse than the payment of compensation.

24406. The CHAIRMAN.—But would not that under any circumstances be the case if you have labourers' cottages?—Well, of course, it might be so; but I think I should not be included in an Act of Parliament as having been indulging in capricious evictions against men holding agricultural holdings under me.

24407. You must be under it if they are yearly tenants?—The law is so; but I think there ought to be an exemption of people holding less than half an acre, and where it is plain that they are not farmers.

24408. Baron DOWSE.—You would exempt cottages held by labourers from the Land Act?—By labourers—men who lived entirely by labour. I would.

24409. The CHAIRMAN.—You would give them a separate remedy?—Of course, it is difficult to say on the spur of the moment how it should be done.

24410. The O'CONOR DON.—Have you done much

improvements yourself on your property for your tenants?—The improvements have been in this way. The tenants, as a rule, have been the agents in doing them. If they wanted any special work done, they have been assisted by sufficient amounts to pay for buildings, stones, timber, and slates; or if they represented that they had done special work in the way of removing stone walls or things of that sort, it has been noted, and practically they have not suffered from it, because their rents have not in any way been increased in consequence.

24411. Have you made them any allowance for it?—In some cases—in the case of buildings—yes. I endeavoured as far as possible to do away with middlemen on the estate, and when a holding held by a middleman came into my own hands, the rents have been reconsidered and almost invariably lowered to the under-tenant.

24412. I think you stated that most of your tenants held by lease?—The greater amount of my land is; not the greater number of holdings. I can give the exact number. At Bruff there are 37 agricultural holdings, and the number of leases is 13; but the greater amount of the land is under lease.

24413. Have those leases been made since the Land Act?—No; very little of my land has fallen out of holding since the Land Act.

24414. In the case of leases made since the Land Act, have you put in any clauses contracting the

tenants out of the benefit of that Act?—I don't think there has been such a lease since the Land Act. I don't think I made any lease. I don't think any tenancy has fallen in since the Land Act. At Court, the number of agricultural holdings on my property is twenty-one, and the number of leases twelve. There also the amount of land held under lease exceeds the amount not so held. At Rathany, about seven miles from Bruff, the number of agricultural holdings is twenty-two, and the number of leases eleven; and there also the acreage under lease greatly exceeds the acreage not so held. I may mention that I have spent money in drainage at Court within the last ten years, the amount spent having been about £900. The money I have found, and the work has been generally done, through the principal tenants, who superintend it. I never charged an increase of rent on account of main drainage, or on account of the amount levied on the landlord in a drainage district. I am in favour of an extension of the system of leases.

24415. Baron DOWSE.—That is, for the purpose of giving greater security to the tenants?—To remove uncertainty. I think the great evil is uncertainty. I thought so at the time of the Land Act, and I think so still. Uncertainty is undesirable, both as regards landlord and tenant. I have said nothing about the Ulster custom, because I know nothing about it, and practically it does not exist down here.

The witness retired.

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WILLIAM SPAIGHT, Esq., examined.

24416. Mr. SHAW.—You live at Derrycastle, Tipperary?—Yes.

24417. You are a landowner?—I am, and a tenant.

24418. And you are your own agent?—I am my own agent, and also agent for my brother-in-law; and I am the tenant of two holdings.

24419. You represent between 4000 and 5000 acres?—Yes, I am the owner of over 4000.

24420. Is the right of sale allowed generally on those properties to the outgoing tenants?—I am tenant for life of my lands in Tipperary.

24421. The question I ask is, is the outgoing tenant on your property allowed to sell his interest in his holding?—Oh yes.

24422. Is it the usual practice?—Oh yes, regularly.

24423. Do you interfere as to the amount of money he gets?—No.

24424. There is no limit on what he can get for his holding?—No.

24425. You select the tenant, I suppose?—Well, I don't select him; but if there were a man proposed whom I considered very objectionable, I would object to him.

24426. That is the only way in which you interfere?—That is all. I never have interfered except, I think, in two cases. One, which occurred a good many years ago, was that of a man whose holding was about £20 a year, and who got £120 for it; and all I required was that the money should come through me; and I got it from the incoming and gave it to the outgoing man, and it was divided between two brothers.

24427. Is it usual to raise the rents on changes of tenancy on your property?—Well, in that case, I made no change. There was a holding sold last year, the rent of which was £7, 10s., and the outgoing tenant got £145 for his interest, which was twenty years' purchase, all but £5.

24428. Do you think the practice of selling tenants' interests is necessary?—Well, in that case I said to the tenant, who is a very decent, industrious man—"As your interest is so very great, you ought to raise my rent, and give me £8 a year instead of £7, 10s.," and I think he paid it to me at once. Last year he said I ought not to charge him the difference, and I did not.

24429. That was the bad year?—Yes; but he agreed to advance the rent 10s.

24430. Do you think the practice of allowing tenants to sell their holdings is increasing in the country?—I don't think there has been much done in my neighbourhood.

24431. Are leases common in your part of the country?—I think not.

24432. Have they been increasing since the Land Act, or decreasing?—Well, I have given three or four myself. Perhaps they are rather increasing.

24433. Do you raise the rent on the occasion of a lease being given up?—No.

24434. Have you had any case under the Land Act of eviction or dispossession?—Since the Land Act came into operation I ejected one tenant. There was a dispute between two brothers, and they were at law—at war, I may call it, and not law—for three or four years. I served a notice to quit, and got an ejectment, and I put out one brother and gave it to the other. I gave it to the man who always paid me rent, and I put out the one who I thought originated the fight.

24435. It was a family fight?—Yes; and the barrister said that the tenant whom I put out had no claim under the Land Act. I asked him to oblige me by assuming that the man had a full claim under that Act, and by naming the sum that he ought to get on that assumption; and Mr. Rolleston-Spinner, our chairman of Tipperary, said he was afraid he was leaning very heavily on me, and named £70.

24436. And you gave that to him? The rent was £22 a year. I gave the brother whom I turned out £70; and I gave the holding to the man who had been working the farm as long as I had known it.

24437. Did the man that remained in pay you the £70?—No.

24438. Did you get it again?—No. He paid me the arrears of rent.

24439. Did he pay you interest on the £70?—He did not.

24440. You did not put anything on him?—I did not put a shilling on him.

24441. Do you get your rents as well from your tenants from year to year as from your leasehold tenants?—Just as well.

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24442. Are they improving their farms?—Well, I think on the whole they are.

24443. Just as well as the lease-holders?—Yes. I am paid all my rents, and I don't think there is a shilling due to me of the last November rent.

24444. Is that the case generally in the district?—It is not.

24445. They have not got paid as well as you have?—No. I am richer than my neighbours, and they don't spend any money amongst the tenants in improving their lands. In fact, they are people that would have starved last year if I had not employed them.

24446. Are the other proprietors to whom you refer residents or absentees?—One of them resides near Limerick, and the other in the neighbourhood; but he has only a kind of tail interest. The life owner died, and it was left among half a dozen members of the family.

24447. Have you any suggestions to make as to the improvement of land tenure?—Well, my estate is an electoral division in itself, and I had not a pauper in the poorhouse last year. I had not an individual in receipt of outdoor relief, and I am happy to say I had not one in want of it. I maintained all my people by employment that needed it; and I found the poor neighbours of two adjoining estates in work. I did not borrow anything, while I expended about £1000 amongst them. As for myself, I would as soon think of taking off a limb as of ejecting an old tenant who paid me his rent. Of course, it would deprive me of the grace of that voluntary act if I were compelled to give that man what is called "fixity of tenure," though I give it to him voluntarily. With respect to the valuation of the Derry estate, I succeeded my father in 1862. The rents had been fixed in the bad times; and there were only two tenants on the estate who made any complaint as to the amount of rent put on them. I walked the lands myself, having had some experience of land and farming myself, and I thought their rents were rather high. I reduced one man's holding £6, and another £5—that is, from £39 to £33, and from £23 to £18. That meets the question, I think, of fair rents.

24448. They were satisfied?—Yes.

24449. You would not like to have tenants who felt dissatisfied about their rents?—Well, I would object to receive it if I thought it was unfairly fixed.

24450. So that they have fixity of tenure on your property, and fair rents, and free sale?—Yes, I give them the full right to sell.

24451. So that they can't complain?—The widow who sold last year, whose case I referred to, got £145 for 6 acres of land subject to £7, 10s. a year.

24452. There are plenty of men in the country who don't give these advantages?—I am sorry to say there are.

24453. Don't you think they ought to be compelled to do what you do voluntarily?—Well, I don't like the word "compelled."

24454. At all events, you do it?—I do it of my own free will and accord. Of course, if it be necessary for the public weal that it should be made compulsory on me, I would willingly submit *pro bono publico*, although it would deprive me of a kind of feather in my cap.

24455. You find it successful in your case, at all events?—I do. As landlords are charged with so many inhuman acts, I may mention that just at the coming in of the Land Act I ejected a tenant. I had reason to find fault with him on account of private matters, which I need not go into. His holding was one of £28 a year. I said to him, "I don't want to be making an exposure by bringing an ejectment; I will give you £120 to go out." He would not take it. I said, "Mind if I bring the sheriff, I will not give you a farthing." I brought the sheriff, put him out, and took possession of the holding, which I have kept ever since. He was the most improving tenant, perhaps, on the estate; and after I had ejected him I

sent his neighbour and another tenant to value his improvements, saying that I would not take 6d. worth of his labour without paying him. They valued everything he had done, including drainage, manures, and buildings—he had a tidy little homestead; and after deducting from the total my rent, and the expenses of the ejectment to which he had forced me to, I gave him a cheque for a balance of about £50.

24456. Are improvements generally made by the tenants?—No, not all on my property. For instance, this very day I ordered out three lots of timber. I am a merchant as well as a landowner, and the senior member of the firm of Spaight & Sons; and since the Land Act we have found that there has been an immense increase in building through the country by the farming classes themselves. In my own case I have spent fully £3000; and I may say that I have re-housed the whole of my labourers and tenantry. That has cost me over £3000; and I have never charged them 6d. for it in the shape of an increase of rent.

24457. Then you think the tenants themselves are building far more than they used?—Generally so, to a very great extent. In fact, it has produced a perceptibly large increase in the import trade of Limerick.

24458. The O'CONOR DON.—Have you laid out much money in other improvements besides buildings?—No, I don't think I have. I have drained and fenced a good deal last year on lands in my own occupation.

24459. The CHAIRMAN.—You mentioned having built labourers' cottages?—I have re-housed all my labourers.

24460. Are these labourers on your own farms?—They live on my own estate, and work on my own land, and I have re-housed every one of them, giving them boarded rooms overhead, and boarded rooms below for their sleeping apartments.

24461. Are they pretty comfortable on your property?—To give you an instance, I may say that for the last seven years I have not had a man in the poorhouse except one that I sent to the workhouse hospital.

24462. Are they comfortable on other properties?—They are not so well off as they are on mine.

24463. Have they tolerably good houses generally throughout the country?—Well, my neighbour, Mr. Parker of Castle Lough, has done what I have done, namely, re-housed all his labourers; but with the exception of him and myself, I don't think the neighbouring proprietors have done anything.

24464. Are the labourers generally in small cabins?—They are in bad, old cabins. I have only one of them left, inhabited by a poor man aged eighty-four. He came last year to ask my leave to sell his holding. He said he came because his brother had stolen from him the price of a pig which he had sold to pay his rent, and he was determined not to give his brother the chance of inheriting his land, as he had behaved so dishonestly. I told him that if he sold his interest for £20 or £25 his brother might steal that money, the same as he had the price of the pig; and I therefore did not allow him to sell, but I said to him, "You have as good a right to live out of this townland as I have, and I will make a bargain for you with an adjoining tenant;" and the bargain I made for old Patt—which was this old man's name—was that while he lived he was to get 6d. a day.

24465. The CHAIRMAN.—Had he land as well as a cottage?—He had about two acres of land as well as his cottage. He has been residing for the last twelve months on the other tenant's land, which I thought better for him.

24466. Mr. SHAW.—And he occupies the house?—You could hardly call it a house. It is one of the old style of cabins—a wretched, miserable hovel.

[This closed the inquiry at Limerick.]

REPORT



OF

HER MAJESTY'S COMMISSIONERS OF INQUIRY

INTO

THE WORKING OF THE

LANDLORD AND TENANT (IRELAND) ACT, 1870,

AND THE

ACTS AMENDING THE SAME.

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